Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Lewis R. Landau (CA Bar No. 143391) Attorney-at-Law 22287 Mulholland Hwy., # 318 Calabasas, CA 91302 Voice and Fax: (888)822-4340 Email: Lew@Landaunet.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* Debtor in Possession	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

In re: ColorFX, Inc. Debtor(s).	CASE NO.: 1:17-bk-10830 VK CHAPTER: 11 **NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: 06/08/2017	**Time:** 2:00 pm
Location: Judge Kaufman, US Bankruptcy Court, Crtm 301, 21041 Burbank Blvd., 3rd Fl., Woodland Hills, CA 91367	

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: 05/25/2017

Description of property to be sold: Substantially all assets of ColorFX, Inc.
See Asset Purchase Agreement attached hereto as Exhibit 2.

Terms and conditions of sale:
See sale procedures order attached hereto as Exhibit 1.

Proposed sale price: $ 1,675,000.00

Overbid procedure (*if any*): See Sale Procedures Order attached as Exhibit 1.

First overbid of $1,825,000 then $50,000 increments. Bid qualification deadline May 31, 2017 at 5:00 pm.

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

June 8, 2017 at 2:00 pm
Judge Kaufman
US Bankruptcy Court, Crtm 301
21041 Burbank Blvd., 3rd Fl.
Woodland Hills, CA 91367

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

Primary:
Gerry A. Michael
Falco Sult Financial Services
16150 NE 85th Avenue, Suite 203
Redmond, WA 98052
(425) 883-3111

Secondary: Debtor's counsel at contact information on page 1 hereof.

Date: 04/14/2017

EXHIBIT 1

Lewis R. Landau (CA Bar No. 143391)
Attorney-at-Law
22287 Mulholland Hwy., #318
Calabasas, California 91302
Voice and Fax: (888) 822-4340
Email: Lew@Landaunet.com

[Proposed] Attorney for Debtor and
Debtor in Possession

FILED & ENTERED

APR 14 2017

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY Bever DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SAN FERNANDO VALLEY DIVISION

In re ColorFX, Inc., Debtor. Debtor's EIN: 95-4625507 Address: 11050 Randall Street Sun Valley, CA 91352	Case No.: 1:17-bk-10830 VK Chapter 11 **ORDER ESTABLISHING PROCEDURES FOR THE AUCTION SALE OF ESTATE ASSETS** Date: April 13, 2017 Time: 2:00 p.m. Place: Courtroom 301; Judge Kaufman United States Bankruptcy Court 21041 Burbank Blvd.; 3rd Floor Woodland Hills, California 91367

On April 13, 2017 at 2:00 p.m., the Court considered the motion filed by ColorFX, Inc. ("Debtor") for entry an order establishing procedures in connection with the sale of Debtor's assets pursuant to 11 U.S.C. § 363(b) and Local Bankruptcy Rule 6004-1(b) ("Motion"). Appearances were made as noted in the record.

The Court, finding notice properly given and good cause therefore, hereby **ORDERS** as follows[1]:

1. The Motion is granted.

2. The following dates and deadlines regarding competitive bidding are hereby established:

a. **Qualified Bid Deadline**: May 31, 2017 at 5:00 p.m. (Pacific Time) is the deadline ("Bid Deadline") by which all binding bids must actually be received via email by counsel to Debtor (lew@landaunet.com), counsel to AMC Acquisition LLC (peter.gilhuly@lw.com and Shawn.Hansen@lw.com) ("Purchaser" or "Stalking Horse Bidder") and Debtor's investment banker Falco Sult Financial Services ("FSFS") (gerrym@falcosult.com).

b. **Auction**. June 8, 2017 commencing at 2:00 p.m. (Pacific time), is the date and time the auction will commence in in the Courtroom of the Honorable Victoria S. Kaufman, United States Bankruptcy Judge located in Courtroom 301, U.S. Bankruptcy Court, 21041 Burbank Blvd., 3rd Floor, Woodland Hills, CA 91367.

c. **Sale Motion and Objection Filing Deadlines**. The Debtor shall file its sale motion not later than May 15, 2017. The deadline to object to the sale transactions and/or the assumption and assignment of the assumed contracts or cure amounts related thereto shall be May 25, 2017 (the "Sale Objection Deadline"). Debtor may reply at least seven (7) days prior to the hearing.

d. **Sale Hearing**. Immediately following the auction, if any, on June 8, 2017 at 2:00 p.m. is the date and time the sale hearing ("Sale Hearing") will commence in the Courtroom of the Honorable Victoria S. Kaufman, United States Bankruptcy Judge located in Courtroom 301, U.S. Bankruptcy Court, 21041 Burbank Blvd., 3rd Floor, Woodland Hills, CA 91367.

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[1] Defined terms herein shall have the meaning set forth in the Asset Purchase Agreement filed as Exhibit 1 to ECF # 3.

3. The following bid procedures shall govern the submission, receipt and analysis of any bids relating to the sale of the Purchased Assets, and any party desiring to submit a higher or otherwise better offer to purchase the Purchased Assets shall do so strictly in accordance with the terms of the following Bidding Procedures, subject to the terms of the APA:

(a) Competing offers to acquire the Purchased Assets shall:

(i) be submitted in writing to counsel for Debtor, Stalking Horse Bidder and FSFS on or before May 31, 2017 at 5:00 p.m. (Pacific Time) (the "Bid Deadline");

(ii) provide for an all-cash purchase price to be paid to Debtor that exceeds the Purchase Price herein by at least One Hundred Fifty Thousand Dollars ($150,000) i.e., a first overbid of at least $1,825,000 ;

(iii) be accompanied by a signed asset purchase agreement in form and substance substantially similar to the APA, together with a redlined, marked copy showing all changes to the APA (the "Competing Agreement");

(iv) must not be subject to contingencies or other conditions beyond those imposed by Stalking Horse Bidder; any bidder other than Stalking Horse Bidder shall have an opportunity to review the books and records of the Debtor, provided that such bidder shall execute a non-disclosure agreement in form and substance acceptable to Debtor in Debtor's sole discretion (notwithstanding the foregoing, all due diligence must be completed by all qualified bidders prior to Auction (as defined herein));

(v) remain open until the conclusion of the Sale Hearing (as defined herein);

(vi) contain terms and conditions no less favorable to Debtor than the terms and conditions of the APA;

(vii) be accompanied by admissible evidence in the form of affidavits or declarations establishing the bidder's good faith, within the meaning of Section 363(m) of the Bankruptcy Code;

(viii) be accompanied by admissible evidence in the form of affidavits or declarations establishing that the bidder is capable and qualified, financially, legally, and otherwise, of unconditionally performing all obligations under the Competing Agreement;

(ix) be accompanied by a cashier's check made payable to the order of Debtor in an amount of One Hundred Thousand Dollars ($180,000.00) (the "Overbidder's Deposit"), and further provide that (A) if the Bankruptcy Court approves a sale of the Purchased Assets to that bidder, Debtor may retain the Overbidder's Deposit for application as a non-refundable deposit for application towards payment of the Breakup Fee and Expense Reimbursement (as defined in Section 3(d) below) to Stalking Horse Bidder and the remainder to be applied against the purchase price at the closing of the transaction or forfeited to the Debtor upon such Overbidder's failure to timely close the transaction, and (B) if the Bankruptcy Court does not approve a sale of the Purchased Assets to that bidder, Debtor will promptly return the Overbidder's Deposit to Overbidder;

(x) be for all of the Purchased Assets; and

(xi) contain a proposed closing date that is not later than the Closing Date under the APA.

(b) If any bidders have submitted a qualifying competing bid in accordance with the Sale Procedures Order (each such bid, a "Qualified Bid"), then a public auction of the Purchased Assets (the "Auction") shall be held at 2:00 p.m. (Pacific Time) on June 8, 2017 (or such other date as set by the Bankruptcy Court) at the United States Bankruptcy Court Judge Kaufman located in Courtroom 301, U.S. Bankruptcy Court, 21041 Burbank Blvd., 3rd Floor, Woodland Hills, CA 91367. The Auction shall be governed by the following procedures:

(i) All bidders shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and to have waived any right to jury trial in

connection with any disputes relating to the Auction or the sale of the Purchased Assets;

(ii) Bidding will commence at the amount of the highest Qualified Bid;

(iii) Each subsequent bid shall be in increments of no less than $50,000; and

(iv) For the Stalking Horse Bidder, the Breakup Fee shall be taken into account in the bidding process, such that, for illustration purposes, if the bid is $3,000,000 the Stalking Horse Bidder may bid $2,950,000 cash plus the value of the Breakup Fee to match the $3,000,000 bid.

(c) A hearing to approve the successful bid at the Auction, or, if no auction is held, to approve the APA, shall be scheduled immediately following the Auction, on the date of the Auction;

(d) The Breakup Fee in an amount of Fifty Thousand Dollars ($50,000.00) (the "Breakup Fee") and Expense Reimbursement in an amount up to Fifty Thousand Dollars ($50,000.00) subject to proof (the "Expense Reimbursement") is approved and shall be paid to Stalking Horse Bidder in the event that the Bankruptcy Court enters an order approving an offer to purchase the Purchased Assets submitted by a party other than Stalking Horse Bidder;

(e) No other bidder for the Purchased Assets shall be entitled to payment of any breakup fee;

(f) Any entity that fails to submit a timely, conforming Qualified Bid, as set forth above, shall be disqualified from bidding for the Purchased Assets at the Auction or the Sale Hearing; and

(g) If no timely, conforming Qualified Bid is submitted, Debtor shall request at the Sale Hearing that the Court approve the proposed sale of the Purchased Assets to Stalking Horse Bidder under the APA.

4. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

IT IS SO ORDERED.

###

Date: April 14, 2017

Victoria S. Kaufman
United States Bankruptcy Judge

EXHIBIT 2

ASSET PURCHASE AGREEMENT

DATED AS OF MARCH 31, 2017

BY AND BETWEEN

AMC ACQUISITION LLC

AND

COLORFX, INC.

TABLE OF CONTENTS

Page

ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS 1

1.1 Transfer of Acquired Assets 1
1.2 Excluded Assets 2
1.3 Assumed Liabilities 3
1.4 Excluded Liabilities 3
1.5 Assignment of Contracts and Rights; Cure Amounts 3

ARTICLE 2 CONSIDERATION 4

2.1 Consideration 4
2.2 Deposit 4
2.3 Purchase Price Allocation 4

ARTICLE 3 CLOSING AND DELIVERIES 4

3.1 Closing 4
3.2 Seller's Deliveries 5
3.3 Buyer's Deliveries 5
3.4 Sales, Use and Other Taxes 6
3.5 Bank Accounts 6

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER 6

4.1 Corporate Organization 6
4.2 Authorization and Validity 6
4.3 No Conflict or Violation 6
4.4 Consents 7
4.5 Compliance with Law 7
4.6 Title to Assets 7
4.7 Tax 8
4.8 Insurance 8
4.9 Contracts 8
4.10 Seller's Intellectual Property 8
4.11 Sales Statement 9

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER 9

5.1 Corporate Organization 9
5.2 Authorization and Validity 9
5.3 No Conflict or Violation 9
5.4 Availability of Funds 10

ARTICLE 6 COVENANTS OF SELLER 10

6.1 Actions Before Closing 10
6.2 Conduct of Business Before the Closing Date 10
6.3 Consents and Approvals 10
6.4 Access to Properties and Records; Confidentiality 10
6.5 Further Assurances 10
6.6 Notices 11
6.7 Payments and Revenues 11
6.8 Preservation of Business Records 11

ARTICLE 7 COVENANTS OF BUYER 11

7.1 Actions Before Closing Date 11
7.2 Consents, Approvals and Notifications 11
7.3 Availability of Business Records and Transferred Employees 11
7.4 Notices 12
7.5 Payments and Revenues 12

ARTICLE 8 EMPLOYEES AND EMPLOYEE BENEFITS 12

8.1 Employee Matters 12
8.2 Excluded Plans 12
8.3 COBRA and Benefits Coverage 12
8.4 Other Obligations 13
8.5 No Third-Party Beneficiaries 13

ARTICLE 9 BANKRUPTCY COURT MATTERS 13

9.1 Break-Up Fee 13
9.2 Bidding Procedures Order 14
9.3 Motion for Sale Order 14
9.4 Sale Order 14
9.5 Non-Solicitation 15

ARTICLE 10 CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES 15

10.1 Conditions Precedent to Performance by Seller and Buyer 15
10.2 Conditions Precedent to Performance by Seller 15
10.3 Conditions Precedent to the Performance by Buyer 16

ARTICLE 11 TERMINATION AND EFFECT OF TERMINATION 17

11.1 Right of Termination 17
11.2 Termination Without Default 17
11.3 Effect of Failure of Seller's Conditions to Closing 18
11.4 Effect of Failure of Buyer's Conditions to Closing 18

ARTICLE 12 MISCELLANEOUS 18

12.1 Successors and Assigns....18
12.2 Governing Law; Jurisdiction....18
12.3 Disclosure Schedule Supplements....19
12.4 Acknowledgements....19
12.5 Mutual Drafting....19
12.6 Expenses....19
12.7 Broker's and Finder's Fees....19
12.8 Severability....19
12.9 Notices....19
12.10 Amendments; Waivers....21
12.11 Public Announcements....21
12.12 Entire Agreement....21
12.13 Parties in Interest....21
12.14 DAMAGES....21
12.15 Headings....22
12.16 Construction....22
12.17 Time of Essence....22
12.18 Counterparts....22
12.19 Non-Recourse....22

ARTICLE 13 DEFINITIONS....22

13.1 Certain Terms Defined....22

EXHIBITS

Exhibit A	Transition Services Agreement

SCHEDULES

Schedule 1.1(a)	Equipment
Schedule 1.1(b)	Assigned Contracts
Schedule 1.1(c)	Inventory
Schedule 1.1(d)	Intellectual Property
Schedule 1.1(e)	Computer Software
Schedule 1.1(f)	Permits
Schedule 1.1(g)	Accounts Receivable
Schedule 1.1(i)	Deposits
Schedule 1.2	Excluded Assets
Schedule 1.3(f)	Assumed Liabilities
Schedule 1.4	Excluded Liabilities
Schedule 2.3	Purchase Price Allocation
Schedule 4.4(a)	Required Consents
Schedule 4.7	Taxes
Schedule 4.9	Seller's Contracts and Cure Amounts
Schedule 4.10(a)	Title to Intellectual Property
Schedule 4.10(b)	Intellectual Property Matters
Schedule 4.10(c)	Intellectual Property Proceedings
Schedule 4.10(d)	Claims Relating to Intellectual Property Rights
Schedule 4.11	Sales Statement
Schedule 10.3(d)	Key Employees
Schedule 12.7	Broker's and Finder's Fees
Schedule 13.1	Permitted Liens

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***"), dated as of March 31, 2017, is made by and between ColorFX, Inc. ("***Seller***"), a California corporation, and AMC Acquisition LLC, a Delaware limited liability company ("***Buyer***"). For purposes of this Agreement, capitalized terms not defined herein shall have the meanings specified in Article 13.

BACKGROUND INFORMATION

WHEREAS, on March 31, 2017 Seller filed a voluntary petition for relief under the Bankruptcy Code in the Bankruptcy Court, which case is administered under Case Number [_____] (the "***Chapter 11 Case***");

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Acquired Assets;

WHEREAS, it is intended that the acquisition of the Acquired Assets be accomplished through the sale, transfer and assignment of the Acquired Assets by Seller to Buyer;

WHEREAS, Buyer also desires to assume, and Seller desires to assign and transfer to Buyer the Assumed Liabilities; and

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1
PURCHASE AND SALE OF THE ACQUIRED ASSETS

1.1 Transfer of Acquired Assets. At the Closing, and upon the terms and conditions herein set forth, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in, to and under (in each case free and clear of any and all Liens, other than Permitted Liens) the Acquired Assets. "***Acquired Assets***" shall mean the following property, but shall exclude the Excluded Assets:

(a) (i) Seller's owned equipment, security devices, furniture, fixtures, tools and other personal property used in connection with the Business (collectively, the "***Equipment***"), including, without limitation, the Equipment listed on Schedule 1.1(a) of the Disclosure Schedules, and (ii) any rights of Seller to the warranties and licenses received from manufacturers and Seller of the Equipment or any component thereof;

(b) all of Seller's rights under (i) all sales orders, customer contracts or other similar Contracts entered into by Seller with its customers ("***Customer Contracts***"), (ii) outstanding purchase orders or other similar Contracts used in the Business entered into by Seller with any supplier ("***Supplier Contracts***") or (iii) all other Contracts (the "***Other Contracts***" and, together with the Customer Contracts and the Supplier Contracts, the "***Assigned Contracts***"), listed on Schedule 1.1(b) of the Disclosure Schedules;

(c) (i) all of Seller's rights to the inventory owned by Seller on the Closing Date (the "***Inventory***"), including, without limitation, the Inventory listed on Schedule 1.1(c) of the Disclosure Schedules, and (ii) any rights of Seller to the warranties received from suppliers with respect to such Inventory;

(d) all of Seller's Intellectual Property owned, licensed or used by Seller in connection with the Business or the Acquired Assets, including, without limitation, the Intellectual Property listed on Schedule 1.1(d) of the Disclosure Schedules, to the extent transferable;

(e) any computer software or systems owned by Seller and licenses held by Seller, including, without limitation, the computer software or systems and licenses listed on Schedule 1.1(e) of the Disclosure Schedules, to the extent transferable, in each case that pertain to the Business;

(f) all rights of Seller under any Permits, including, without limitation, the Permits listed on Schedule 1.1(f) of the Disclosure Schedules;

(g) all of Seller's accounts and notes receivable relating to the operation of the Business, including, without limitation, the accounts and notes receivable listed on Schedule 1.1(g) of the Disclosure Schedules;

(h) copies of all Business Records, in any media;

(i) all utility deposits, security deposits, credits, allowance, rebates and setoffs related to the Acquired Assets (except for utility deposits paid after the commencement of the Chapter 11 Case, security deposits relating to Seller's leased real property and security deposits relating to equipment leases that are not being assumed by Buyer), including, without limitation, those utility deposits, security deposits, credits, allowances, rebates and setoffs listed on Schedule 1.1(i) of the Disclosure Schedules;

(j) the vehicle owned by Seller; and

(k) all intangibles, including, but not limited to customer lists, vendor lists, employee and personnel staffing lists, mailing lists and trade names, logos, trademarks, telephone numbers, trade booths and related accessories/components, trade secrets, technology, proprietary rights, advertising, internet website, web address, and license agreements (subject to Buyer's obtaining counterparty consent) (collectively, the "***Intangible Property***"), it being expressly understood that the Intangible Property shall include Seller's right, title and interest in the name "ColorFX, Inc." or "ColorFX" and all variations thereof and any and all other trade names or logos ever used by Seller.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets are the only properties and assets transferred to, or otherwise acquired by Buyer under this Agreement. Without limiting the generality of the foregoing, the Acquired Assets do not include (i) any right, title or interest of any Person other than Seller in any property or asset, (ii) those assets listed on Schedule 1.2 of the Disclosure Schedules and (iii) the

properties and assets of Seller listed or described in this Section 1.2 (all properties and assets not being acquired by Buyer are herein collectively referred to as the "***Excluded Assets***"):

(a) all rights of Seller arising under this Agreement and under any other agreement between Seller and Buyer entered into in connection with this Agreement;

(b) the Kodak Magnus Plater;

(c) any deposits associated with Seller's leased real property; and

(d) the Kodak Magnus Plater lease.

1.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, at the Closing, in consideration for the sale, assignment, conveyance, transfer and delivery of the Acquired Assets to Buyer, Buyer will assume and pay, perform and discharge when due and otherwise in accordance with the terms of this Agreement, only the following liabilities (collectively, the "***Assumed Liabilities***"):

(a) all liabilities and obligations of Seller under the Assigned Contracts arising from and after the Closing Date;

(b) all liabilities and obligations of Seller under the Permits arising from and after the Closing Date;

(c) all liabilities and obligations relating to or arising out of the Acquired Assets or the operation of the Business for periods after the Closing Date;

(d) all liabilities and obligations for any Taxes relating to the Acquired Assets arising from and after the Closing Date;

(e) without limiting the generality of Section 1.3(c), all obligations for the purchase or provision of goods and services under Customer Contracts arising from and after the Closing Date; and

(f) all liabilities and obligations listed on Schedule 1.3(f) of the Disclosure Schedules.

1.4 Excluded Liabilities. Seller shall retain all liabilities (collectively, the "***Excluded Liabilities***") and obligations that are not Assumed Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall also include those liabilities listed on Schedule 1.4 of the Disclosure Schedules.

1.5 Assignment of Contracts and Rights; Cure Amounts.

(a) Assigned Contracts. At Closing and pursuant to Section 365 of the Bankruptcy Code, Seller shall assign to Buyer and Buyer shall assume from Seller the Assigned Contracts listed on Schedule 1.1(b) of the Disclosure Schedules.

(b) Cure Amounts. Prior to or at the Closing, Buyer shall pay all cure amounts due with respect to the Assigned Contracts (collectively, the "***Cure Amounts***"). From and after the Closing, Buyer shall assume and pay, perform, discharge and be responsible for all obligations and liabilities of Seller under or related to the Assigned Contracts, except to the extent any such obligation or liability is retained by Seller pursuant to the terms hereof.

ARTICLE 2
CONSIDERATION

2.1 Consideration. The consideration for the sale and transfer of the Acquired Assets shall be one million six hundred and seventy five thousand dollars ($1,675,000) (the "***Purchase Price***"), such amount being payable in cash and deliverable at the Closing in accordance with Section 3.3.

2.2 Deposit. On the date hereof, Buyer shall deliver to Seller a deposit of one hundred and sixty five thousand dollars ($165,000) (the "***Deposit***"), in the form of a check to be deposited in the attorney trust fund account of Seller's counsel. The Deposit shall be held and disbursed subject to the following terms:

(a) if the Closing shall occur, then the Deposit, together with all accrued investment income or interest thereon, shall be applied towards the Purchase Price;

(b) if this Agreement is terminated pursuant to and in accordance with Article 11, then the Deposit, together with all accrued investment income or interest thereon, shall be returned to Buyer one (1) Business Day after the termination of this Agreement; and

(c) if Seller enters into an Alternative Transaction, the Deposit, together with all accrued investment income or interest thereon, shall be returned to Buyer one (1) Business Day after the closing of the Alternative Transaction.

2.3 Purchase Price Allocation. The parties hereto agree that the Purchase Price shall be allocated to the Acquired Assets in accordance with Schedule 2.3 of the Disclosure Schedules. Such allocation will be prepared in accordance with Section 1060 of the Code. The parties hereto acknowledge that such allocation represents the fair market value of the Acquired Assets and shall be binding upon the parties hereto for federal and state tax purposes. Each party covenants to report gain or loss or cost basis, as the case may be, in a manner consistent with Schedule 2.3 of the Disclosure Schedules for federal and state tax purposes. Promptly after the settlement of the Purchase Price, Seller and Buyer shall exchange mutually acceptable and completed IRS Forms 8594 which they shall use to report the transactions contemplated under this Agreement to the IRS in accordance with such allocation.

ARTICLE 3
CLOSING AND DELIVERIES

3.1 Closing. The consummation of the transactions contemplated hereby (the "***Closing***") shall take place at the offices of Latham & Watkins LLP, 355 South Grand

Avenue, Los Angeles, California 90071 at 9:00 a.m. (local time) on or before June 15, 2017, following the satisfaction or waiver by the appropriate party of all the conditions contained in Article 10, or on such other date or at such other place and time as may be agreed to by the parties hereto; provided, however, that the date of the Closing shall be automatically extended if any of the conditions set forth in Article 10 shall not be satisfied or waived, subject, however, to the provisions of Article 11 (the date on which the Closing occurs, hereinafter, the "***Closing Date***"). The Closing will be deemed to be effective at 11:59 p.m. (local time) on the Closing Date.

3.2 Seller's Deliveries. The sale, transfer, assignment and delivery by Seller of the Acquired Assets to Buyer, as herein provided, shall be effected on the Closing Date. At the Closing, Seller will deliver or cause to be delivered to Buyer:

(a) a bill of sale in customary form as agreed between Buyer and Seller prior to the Closing Date, executed by Seller;

(b) an assignment and assumption agreement in customary form as agreed between Buyer and Seller prior to the Closing Date (the "***Assignment and Assumption Agreement***"), executed by Seller;

(c) a transition services agreement substantially in the form attached hereto as Exhibit A and reasonably acceptable to Buyer prior to the Closing Date (the "***Transition Services Agreement***"), executed by Seller;

(d) a copy of the Sale Order as entered by the Bankruptcy Court;

(e) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Buyer, as may be necessary to convey the Acquired Assets and the Assigned Contracts to Buyer pursuant to this Agreement;

(f) the certificates required to be delivered pursuant to Section 10.3; and

(g) the Business Records.

3.3 Buyer's Deliveries. At the Closing Date, in payment for the Acquired Assets, Buyer shall pay, deliver or cause to be delivered to Seller:

(a) the Purchase Price, less the Deposit, by wire transfer of immediately available funds to a bank account designated by Seller in writing to Buyer at least three (3) Business Days prior to the Closing Date;

(b) the aggregate amount of the Cure Amounts;

(c) the certificates required to be delivered pursuant to Section 10.2;

(d) the Assignment and Assumption Agreement executed by Buyer; and

(e) the Transition Services Agreement executed by Buyer.

3.4 Sales, Use and Other Taxes. Any sales, purchase, transfer, bulk sale or bulk transfer, stamp, documentary stamp, use or similar Taxes under the laws of the states in which any portion of the Acquired Assets are located, or any subdivision of any such state, or under any federal Law or the laws of any federal agency or authority, which may be payable in connection with the sale or transfer of the Acquired Assets under this Agreement or the transactions contemplated by this Agreement (the "***Transfer Taxes***"), if any, shall be borne and paid by Seller. Seller shall be solely responsible for the preparation and filing of all relevant Tax Returns required to be filed in respect of such Transfer Taxes and shall pay all such Transfer Taxes in satisfaction of any such Transfer Tax liability. All personal property Taxes imposed on, or levied with respect to, the Acquired Assets on or prior to the Closing Date (a "***Straddle Period***") shall be prorated between Buyer and Seller as of the end of the Closing Date, with (i) Seller being liable for such Taxes attributable to any portion of a Straddle Period ending on the Closing Date and (b) Buyer being liable for such Taxes attributable to any portion of a Straddle Period beginning after the Closing Date.

3.5 Bank Accounts. Seller shall have caused any and all payments received with respect to and arising from the Acquired Assets and Assigned Contracts after the Closing Date to be deposited into an account designated by Buyer in writing to Seller at least three (3) Business Days prior to the Closing Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof as follows:

4.1 Corporate Organization. Seller is duly organized and validly existing and in good standing under the Laws of the State of California. Seller has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now conducted (including the Business), and to perform its obligations hereunder and under any Ancillary Agreement to which it is or will be party.

4.2 Authorization and Validity. Subject to Bankruptcy Court approval pursuant to the Sale Order, Seller has all requisite corporate power and authority to enter into this Agreement and any Ancillary Agreement to which it is or will be a party and, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements and the performance by Seller of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action on behalf of Seller, and no other proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement has been, and the Ancillary Agreements when delivered will be duly executed by Seller, and, subject to Bankruptcy Court approval pursuant to the Sale Order, constitute its valid and binding obligation, enforceable against it in accordance with the terms herein and therein.

4.3 No Conflict or Violation. None of the execution and delivery by Seller of this Agreement and any Ancillary Agreement, the consummation of the transactions contemplated hereby or thereby, or compliance by Seller with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation

or to loss of a material benefit under, or give rise to any obligation of Seller to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under any provision of (i) the certificate of incorporation and bylaws (collectively, the "***Organizational Documents***") of Seller; (ii) any Assigned Contract, except as set forth in any such Assigned Contract, and subject to the effect of applicable bankruptcy law and the Sale Order; or (iii) any Order of any court, Government or arbitrator applicable to Seller or the properties or assets of Seller; other than, in the case of clauses (ii) and (iii), such conflicts, violations, defaults, terminations, cancellations or accelerations that would not have a Material Adverse Effect.

4.4 Consents and Permits.

(a) Except for the Sale Order and the Consents set forth on Schedule 4.4(a) of the Disclosure Schedules, no Consents are required on behalf of Seller in connection with (a) the due execution and delivery by Seller of this Agreement and the Ancillary Agreements and the performance of Seller's obligations thereunder, and (b) the consummation of the transactions contemplated hereby and thereby. As of the Closing Date, all of the Required Consents will have been obtained and will be in full force and effect.

(b) Seller owns, holds or possesses all material Permits necessary to entitle or permit Seller to use its corporate name, to own, lease, operate and use the Acquired Assets, and to carry on and conduct the Business as it has historically been conducted (such Permits being the "***Required Permits***"). All such Required Permits are (i) validly held and are in full force and effect, (ii) to the extent transferable, fully and freely transferable by Seller to Buyer, and (iii) none of the Required Permits will be terminated or become terminable as a result of the transactions contemplated hereby. Seller shall use its best efforts to transfer the Permits listed on Schedule 1.1(f) of the Disclosure Schedules to Buyer.

4.5 Compliance with Law. To Seller's Knowledge, as of the date of this Agreement, Seller is in compliance in all material respects with all applicable Laws and has not received written notice of any violation of any Law that has not been subsequently cured, nor is Seller in default with respect to any Order, applicable to the Business or any of its assets or properties, other than violations and defaults the consequences of which would not reasonably be expected to materially impair the ability of Seller to consummate the transactions contemplated by this Agreement. Seller has not received notice of any violation of any Law, regulation or Order, and neither Seller nor any of the Acquired Assets are in default under any order, writ, judgment, award, injunction or decree of any Government entity, applicable to the Acquired Assets or the Business, except for defaults which, individually or in the aggregate, would not have a Material Adverse Effect.

4.6 Title to Assets. Seller has good title to or interest in (as applicable) all of the Acquired Assets, in each case free and clear of any Liens, other than Permitted Liens. The Acquired Assets constitute all the properties and assets relating to, used or held for use in connection with the Business, other than the Excluded Assets. There are no material assets or properties used primarily in the operation of the Business and owned by a third party that will

not be leased or licensed to Buyer under current leases or license agreements, other than the Excluded Assets.

4.7 Taxes. Except as set forth on Schedule 4.7 of the Disclosure Schedules, all income and other material Tax Returns required to be filed by Seller have been timely filed (taking into account any extension of time to file granted, or to be obtained with respect thereto), and all such Tax Returns are complete and accurate in all material respects. Except as set forth on Schedule 4.7 of the Disclosure Schedules, as of the date hereof, (a) no examination by any Government entity of any such Tax Return is currently in progress; and (b) no material Tax deficiencies of Seller are being claimed, proposed or assessed by any Government entity. All material amounts of Tax due and payable by Seller have been duly and timely paid. There are no Liens for Taxes on any of the Acquired Assets other than Permitted Liens.

4.8 Insurance. Seller has insurance policies in full force and effect (a) for such amounts as are sufficient for all requirements of Law, (b) which are in such amounts, with such deductibles and against such risks and losses, as are reasonable for the operation of the Business and the Acquired Assets, (c) that have been complied with in all material respects and (d) with no notice of cancellation or termination having been received by Seller (unless requested by Seller in anticipation of the Closing).

4.9 Contracts. Schedule 4.9 of the Disclosure Schedules sets forth a correct and complete list and description of all Contracts, including but not limited to customer purchase orders, that Seller is party and the Cure Amount, if any, required for such Contract to be assumed.

4.10 Seller's Intellectual Property.

(a) Schedule 1.1(d) of the Disclosure Schedules sets forth a true and complete list of Seller's Intellectual Property. Except as set forth on Schedule 4.10(a) of the Disclosure Schedules and for Permitted Liens, Seller has all right, title and interest in and to the Intellectual Property designated as owned by Seller on Schedule 1.1(d) of the Disclosure Schedules. Except for the Intellectual Property listed on Schedule 4.10(a) of the Disclosure Schedules, the Intellectual Property designated on Schedule 1.1(d) of the Disclosure Schedules is fully transferrable.

(b) Except as set forth on Schedule 4.10(b) of the Disclosure Schedules, to Seller's Knowledge, each item of the Intellectual Property is in full force and effect, and has not been abandoned or passed into the public domain, and all necessary registration, maintenance and renewal documentation and fees in connection with the applicable Intellectual Property have been timely filed with the appropriate authorities and paid. Seller has in place commercially reasonable policies and procedures, consistent with industry standards, to maintain the secrecy of all trade secrets included in the Intellectual Property. To Seller's Knowledge, the Business is not using any Intellectual Property in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Intellectual Property.

(c) Except as set forth on Schedule 4.10(c) of the Disclosure Schedules, there are no claims, actions, suits or proceedings before any court, tribunal or other Government authority with respect to the Intellectual Property (other than proceedings related to usual and customary patent or trademark prosecutions in the ordinary course of business, including with the United States Patent and Trademark Office or equivalent foreign or multi-national authority).

(d) Except as disclosed on Schedule 4.10(d) of the Disclosure Schedules, to Seller's Knowledge (i) the conduct of the Business by Seller as conducted as of the date hereof does not infringe or otherwise violate any Person's Intellectual Property rights, and no claims with respect to such infringement or violation are pending or threatened against Seller, and (ii) no Person is infringing or otherwise violating any Intellectual Property, and no claims with respect to any such infringement or violation are pending or threatened against any Person by Seller.

4.11 Sales Statement. Seller has provided to Buyer an accurate and complete copy of a statement of the annual and monthly sales of Seller as of and for the years ended December 31, 2015 and December 31, 2016 (the "***Sales Statement***") as set forth on Schedule 4.11 of the Disclosure Schedules. The Sales Statement presents fairly, in all material respects, the sales of Seller during these periods.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof as follows:

5.1 Corporate Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Buyer has all requisite corporate power and authority to enter into this Agreement and to execute and deliver this Agreement and any Ancillary Agreement to which it is a party and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement, the Ancillary Agreements and the performance of Buyer's obligations hereunder and thereunder have been duly authorized by all corporate action on behalf of Buyer, and no other corporate proceedings on the part of Buyer are necessary to authorize such execution, delivery and performance. This Agreement and the Ancillary Agreements have been duly executed by Buyer and, subject to Bankruptcy Court approval pursuant to the Sale Order, constitutes its valid and binding obligation, enforceable against it in accordance with the terms herein and therein.

5.3 No Conflict or Violation. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements do not and will not violate or conflict with any provision of the Organizational Documents of Buyer and do not and will not violate any provision of Law, or any Order applicable to Buyer, nor will they result in a breach of or constitute (with due notice or lapse of time or both) a default under any material Contract to

which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

5.4 Availability of Funds. Buyer has, and on the Closing Date will have, sufficient funds available to consummate the transactions contemplated by this Agreement.

ARTICLE 6
COVENANTS OF SELLER

Seller hereby covenants to Buyer as follows:

6.1 Actions Before Closing. Seller shall use commercially reasonable efforts to perform and satisfy all conditions to Buyer's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Seller under this Agreement.

6.2 Conduct of Business Before the Closing Date. Seller shall not, except as required or expressly permitted pursuant to the terms hereof or of any Ancillary Agreement, make any material change in the Acquired Assets, taken as a whole, or enter into any extraordinary transaction. From the date hereof through the Closing, Seller will not, without Buyer's prior written consent, operate the Business in any way, or take any other material action, other than in the ordinary course of business, except to the extent required by applicable Law and as required to fulfill Seller's obligations under this Agreement. Without limiting the generality of the foregoing, (i) Seller shall use commercially reasonable efforts to replenish the Inventory such that the mix, character and quality of the Inventory on the Closing Date is substantially similar as on the date hereof, and (ii) Seller shall not, without the prior written consent of Buyer, modify any of its sales practices or receivables collections practices from those in place on the date hereof, including offering any discounts, incentives or other accommodations for early payment.

6.3 Consents and Approvals. Seller shall use commercially reasonable efforts to obtain all Required Consents and approvals identified by Buyer prior to Closing.

6.4 Access to Properties and Records; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access during normal business hours throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 11) to all books and records of Seller relating to the Business if (w) permitted under Law, (x) such books and records are not subject to confidentiality agreements, or (y) disclosing such books and records would not adversely affect any attorney client, work product or other legal privilege; provided that (i) Seller shall use its commercially reasonable efforts to provide such information to Buyer, and (ii) Seller will, at a minimum, inform Buyer of the estimated exposure, if any, of Buyer in the matters to which such information relates. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, during normal business hours, to the Business, all operations of the Business and to all Acquired Assets throughout the period prior to the Closing Date.

6.5 Further Assurances. Upon the request and at the sole expense of Buyer or Seller, as applicable, at any time after the Closing Date, Seller or Buyer, as applicable, shall execute and deliver such documents or take such actions as the other party or its counsel may reasonably

request to effectuate the purposes of this Agreement including, without limitation, conveying to Buyer following the Closing Date all Acquired Assets of Seller that should have been, but were not, conveyed to Buyer on the Closing Date.

6.6 Notices. Seller shall provide Buyer with prompt written notice of Seller's Knowledge of (i) any breach of any representation or warranty by Buyer or Seller or (ii) any other material failure by Buyer or Seller to comply with the obligations of this Agreement.

6.7 Payments and Revenues. If after the Closing, Seller (or any Affiliate of Seller) receives any payment or revenue that belongs to Buyer pursuant to this Agreement, Seller shall promptly remit or cause to be remitted the same to Buyer.

6.8 Preservation of Business Records. After the Closing Date, Seller shall provide to Buyer (after reasonable notice and during normal business hours and without charge to Buyer) access to all Eligible Records retained by Seller for periods prior to the Closing and shall preserve such Eligible Records until the Bankruptcy Court enters an Order closing the Chapter 11 Case. Such access shall include access to any such information in electronic form. With respect to any litigation and claims that are related to Excluded Assets or Excluded Liabilities, Seller shall render all reasonable assistance that Buyer may request in defending such litigation or claim.

ARTICLE 7
COVENANTS OF BUYER

Buyer hereby covenants to Seller as follows:

7.1 Actions Before Closing Date. Buyer shall use its commercially reasonable efforts to perform and satisfy all conditions to Seller's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Buyer under this Agreement.

7.2 Consents, Approvals and Notifications. Buyer shall use all commercially reasonable efforts to obtain all Consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer and provide notifications to all Persons required to be notified by Buyer to effect the transactions contemplated by this Agreement.

7.3 Availability of Business Records and Transferred Employees. After the Closing Date, Buyer shall provide to Seller and its and Related Persons (after reasonable notice and with all expenses paid by Seller and its Related Persons) access to all Business Records for periods prior to the Closing and shall preserve such Business Records for a reasonable time. Such access shall include access to any such information in electronic form to the extent reasonably available. Buyer acknowledges that Seller has the right to retain originals or copies of Business Records for periods prior to the Closing. Prior to destroying any Business Records for periods prior to the Closing, Buyer shall notify Seller thirty (30) Business Days in advance of any such proposed destruction of its intent to destroy such Business Records, and Buyer will permit Seller to retain such Business Records. With respect to any litigation and claims that are Excluded Liabilities, Buyer shall render all reasonable assistance that Seller may request in defending such litigation

or claim, with respect to access to Business Records, and shall make available to Seller Buyer's personnel or Transferred Employees most knowledgeable about the matter in question.

7.4 Notices. Buyer shall provide Seller with prompt written notice of Buyer's knowledge of (i) any breach of any representation or warranty or failure to comply with or satisfy any covenant by Seller or Buyer or (ii) any other material failure by Seller or Buyer to comply with the obligations of this Agreement.

7.5 Payments and Revenues. If after the Closing, Buyer (or an Affiliate of Buyer) receives any payment or revenue that belongs to Seller pursuant to this Agreement, Buyer shall promptly remit or cause to be remitted the same to Seller, without set-off or deduction of any kind or nature.

ARTICLE 8
EMPLOYEES AND EMPLOYEE BENEFITS

8.1 Employee Matters. Buyer shall have the right, but not the obligation, to offer employment to any or all of the Employees (including Key Employees). Buyer may offer employment to the Employees of Seller, as selected by Buyer, on such terms and conditions as may be acceptable to the Employees and Buyer in its sole discretion and need not bear any relationship to terms and provisions applicable to their employment by Seller. Each Employee to whom Buyer has made an offer of employment or offer of another type of services relationship and who has accepted such offer and commences employment or other services relationship with Buyer on or following the Closing Date is hereinafter referred to as a "***Transferred Employee***." Seller shall deliver to Buyer on the Closing Date all personnel files and employment records relating to the Transferred Employees (including completed I-9 forms and attachments with respect to all Transferred Employees, except for such Employees as Seller certifies in writing are exempt from such requirement). Such personnel files and employment records may be delivered to Buyer in electronic form, and, by the written consent of Buyer, Seller may deliver copies of personnel files and employment records to Buyer if Seller is required to maintain originals of personnel files and employment records by applicable Law.

8.2 Excluded Plans. Except as provided by applicable Law, Seller shall be solely responsible and shall retain all liabilities with respect to and arising from each Seller Plan (the "***Excluded Plans***").

8.3 COBRA and Benefits Coverage. Only to the extent required by Law, Buyer will be responsible for providing continued medical coverage pursuant to its group health plans for employees under Part 6, Title I of ERISA and Section 4980B of the Code ("***COBRA Continuation Coverage***"), for each "M&A qualified beneficiary" (within the meaning of Treasury Regulation §54.4980B-9 Q&A-4) applicable to the Acquired Assets. Fifteen (15) days prior to the Closing, Seller will provide to Buyer a list of all M&A qualified beneficiaries who are receiving or eligible to elect COBRA Continuation Coverage on the Closing Date, provided, however that, at Closing, Seller will provide to Buyer an updated list of all M&A qualified beneficiaries who are receiving or eligible to elect COBRA Continuation Coverage on the Closing Date.

8.4 Other Obligations. Except as otherwise required by Law, as specifically assumed by Buyer hereunder or otherwise agreed in writing by Buyer, Buyer shall not be obligated to provide any severance, separation pay or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee's employment, and all such severance, separation pay and other payments and benefits (if any) shall remain obligations of Seller. For the avoidance of doubt, notwithstanding anything contained herein, Seller shall be responsible for (and Buyer shall not be liable for) any wages or other remuneration, including, without limitation, with respect to paid time off or severance, due to any Employee, whether with respect to their services as an Employee through the Closing Date or otherwise. In addition, Seller shall be responsible for, and Buyer shall not be liable for, any failure to provide notice under the WARN Act or other similar Law, if applicable.

8.5 No Third-Party Beneficiaries.

(a) Notwithstanding anything set forth in this Article 8, nothing contained herein, wither express or implied, shall be treated as an amendment or other modification of any Seller Plan.

(b) Seller and Buyer acknowledge and agree that all provisions contained in this Article 8, with respect to current or former Employees are included for the sole benefit of Seller and Buyer, and that nothing herein, whether express or implied, shall create any third-party beneficiary or other rights (i) in any other Person, including, without limitation, any current or former employees, directors, officers or consultants of Seller, any participant in any Seller Plan, or any dependent or beneficiary thereof, or (ii) to continued employment with Buyer.

ARTICLE 9
BANKRUPTCY COURT MATTERS

9.1 Break-Up Fee. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the assets of Seller, in the event that Seller sells, transfers, leases or otherwise disposes (other than through a liquidation or foreclosure resulting from action by a Person other than Seller) directly or indirectly, including through an asset sale, stock sale, merger, reorganization or other similar transaction, all or substantially all or a material portion of the Acquired Assets, to a Person other than Buyer, in a transaction or series of transactions within one (1) year from the date hereof (an "***Alternative Transaction***"), Seller shall pay in cash in immediately available funds to Buyer a break-up fee in an amount equal to fifty thousand dollars ($50,000) (the "***Break-Up Fee***") plus expense reimbursement equal to the reasonable costs and reasonable out-of-pocket fees and expenses of counsel, accountants, financial and other advisors incurred by Buyer in connection with their legal, financial and business due diligence and the preparation and negotiation of this Agreement and any Ancillary Agreements, not to exceed fifty thousand dollars ($50,000) (the "***Expense Reimbursement***"); provided that in no event shall the Break-Up Fee or Expense Reimbursement be payable to Buyer if this Agreement is terminated by Seller pursuant to Article 11. Seller's obligation to pay the Break-Up Fee and Expense Reimbursement shall survive termination of this Agreement and shall be paid as administrative expense claims in the Chapter 11 Case under Sections 503(b)(1) and 507(a) of the Bankruptcy

Code and shall be payable as soon as possible upon the earlier to occur of the closing of the Alternative Transaction or the consummation of a plan of reorganization or liquidating plan of reorganization.

9.2 Bidding Procedures Order. Seller acknowledges that this Agreement is the culmination of an extensive process undertaken by Seller to identify and negotiate a transaction with a bidder who was prepared to pay the highest and best purchase price for the Acquired Assets while assuming or otherwise satisfying certain liabilities in order to maximize the value for Seller's constituents. The sale contemplated herein is subject to competitive bidding and approval by the Bankruptcy Court at a hearing under Sections 363 and 365 of the Bankruptcy Code (the "***Sale Hearing***"). In conjunction with this Agreement, on or before April 7, 2017, Seller shall file with the Bankruptcy Court a motion and supporting papers seeking the entry of an order (the "***Bidding Procedures Order***"), in form and content reasonably acceptable to Buyer and its counsel. Buyer acknowledges that the relief sought in the Bidding Procedures Order, if entered by the Bankruptcy Court, provides bidding protections that are satisfactory to Buyer in the event an Alternative Transaction is closed.

9.3 Motion for Sale Order. On or before April 7, 2017, Seller shall file with the Bankruptcy Court a motion and supporting papers seeking the entry of an order (the "***Sale Order***"), in form and substance reasonably satisfactory to Buyer and its counsel, by the Bankruptcy Court providing for the approval of all of Seller's obligations under this Agreement and any Ancillary Agreements and the authorization of Seller to perform all of its obligations under this Agreement and any Ancillary Agreements. The Sale Order shall, unless otherwise agreed or waived by Buyer and Seller, contain the provisions set forth in Section 9.4(a) below.

9.4 Sale Order. Seller shall use commercially reasonable efforts to cause (x) a hearing on the Sale Hearing to be held as promptly as practicable after the date of the Auction and (y) the Bankruptcy Court to enter the Sale Order as promptly as practicable after the date of this Agreement but no later than June 1, 2017, which Order shall become a final, non-appealable Order on or before June 15, 2017.

(a) The Sale Order shall:

(i) provide that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;

(ii) provide that the sale of the Acquired Assets is free and clear of all Liens except for Permitted Liens and does not require any Consents;

(iii) provide that Seller's execution, delivery and performance of this Agreement and any Ancillary Agreements and the transactions contemplated by this Agreement is approved;

(iv) provide that Seller is authorized to assume and assign the Assigned Contracts pursuant to Section 365(a) and (b) of the Bankruptcy Code, notwithstanding any provision that restrict the assignability of the Assigned Contracts; and

(v) provide that Buyer is not a successor to Seller.

9.5 Non-Solicitation. Prior to the entry of the Bidding Procedures Order on the Bankruptcy Court's docket, and except as otherwise required by this Agreement or by the Bankruptcy Code, Seller shall not, directly or indirectly, through any officer, director, employee, agent or adviser, solicit any Alternative Transaction or participate in any negotiations with respect to any Alternative Transaction, regardless of whether any proposal or offer for any Alternative Transaction was unsolicited. Subsequent to the entry of the Bidding Procedures Order on the Bankruptcy Court's docket, Seller shall not, directly or indirectly, through any officer, director, employee, agent or adviser, solicit any Alternative Transaction or participate in any negotiations with respect to any Alternative Transaction other than as expressly permitted under the Bidding Procedures Order; provided, however, that nothing herein shall prohibit Seller from seeking to sell, pursuant to a Qualified Bid in connection with the Auction established in the Bidding Procedures Order, the Acquired Assets.

ARTICLE 10
CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

10.1 Conditions Precedent to Performance by Seller and Buyer. The respective obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

(a) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement or any Ancillary Agreements invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby or thereby shall be in effect.

(b) Entry of Approval Order. The Sale Order shall have been entered by the Bankruptcy Court approving the transactions contemplated under this Agreement in a form satisfactory to Buyer and Seller, and shall comply in all material respects with the terms and provisions of Section 9.4(a) hereof. The Sale Order shall not be subject to any subsequent Order by any court of competent jurisdiction staying the effectiveness of the Sale Order as of the Closing Date.

10.2 Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date (or, if made as of a specific date in the text of such representations and warranties, at and as of such date, provided that for purposes of this Section 10.2(a), the reference to "as the date hereof" in the first sentence of Article 5 shall be disregarded), and Seller shall have

received a certificate dated as of the Closing Date and signed by a duly authorized signatory of Buyer to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price in accordance with the terms of this Agreement, which obligation shall be performed in all respects as required under this Agreement), and Seller shall have received a certificate dated as of the Closing Date and signed by a duly authorized signatory of Buyer to that effect.

(c) Buyer's Deliveries. Buyer shall have delivered, and Seller shall have received, all of the items set forth in Section 3.3.

10.3 Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. The representations and warranties made by Seller in Article 4 of this Agreement shall be true and correct as of the Closing, in each case as though made at and as of such time (or, if made as of a specific date, at and as of such date, provided that for purposes of this Section 10.3(a), the reference to "as of the date hereof" in the first sentence of Article 4 shall be disregarded), and Buyer shall have received a certificate dated as of the Closing Date and signed by a duly authorized signatory of Seller to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date, and Buyer shall have received a certificate dated the Closing Date and signed by a duly authorized signatory of Seller to that effect.

(c) Required Consents. Buyer shall have received copies of all of the (i) Required Consents and (ii) the Required Permits and all such Required Consents and Required Permits shall be in form and substance reasonably satisfactory to Buyer and shall be in full force and effect as of the Closing Date.

(d) Key Employees. The Key Employees, listed on Schedule 10.3(d) of the Disclosure Schedules, shall have accepted their offers (unless waived by Buyer in accordance herewith).

(e) Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(f) Seller's Deliveries. Seller shall have delivered, and Buyer shall have received, all of the items set forth in Section 3.2, including, without limitation, the executed Transition Services Agreement.

ARTICLE 11
TERMINATION AND EFFECT OF TERMINATION

11.1 Right of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated only as provided in this Article 11. In the case of any such termination, the terminating party shall give notice to the other party specifying the provision pursuant to which the Agreement is being terminated.

11.2 Termination Without Default

(a) This Agreement may be terminated at any time before Closing:

(i) by mutual written consent of Seller and Buyer;

(ii) by Buyer, after April 7, 2017, if any condition contained in Section 9.2 or Section 9.3 has not been satisfied as of such time; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 11.2(a)(ii) if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the conditions contained in Section 9.2 and Section 9.3 were not fulfilled;

(iii) by Buyer, after June 1, 2017, if the Sale Order shall not have been entered by the Bankruptcy Court; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 11.2(a)(iii) if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the Sale Order has not been entered on or before such date;

(iv) by Buyer, on or after June 30, 2017 (the "***Termination Date***"), if any condition contained in Section 10.1 has not been satisfied or waived as of such time; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 11.2(a)(iv) if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the Closing has not occurred on or before said date;

(v) by Buyer if Seller shall have breached in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement which breach is likely to have a Material Adverse Effect on Buyer's rights and obligations under this Agreement;

(vi) by Seller, on any date that is after the Termination Date, if any condition contained in Section 10.1 has not been satisfied or waived as of such time; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 11.2(a)(vi) if Seller's failure to fulfill any of its obligations under this Agreement is the reason that the Closing has not occurred on or before said date. Subject to its obligations hereunder, Seller may also terminate this Agreement if Seller enters into an agreement for an Alternative Transaction; or

(vii) by Seller if Buyer shall have breached in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement which breach is likely to have a Material Adverse Effect on Seller's rights and obligations under this Agreement.

(b) If this Agreement is terminated pursuant to Section 11.2(a), (i) this Agreement shall become null and void and have no effect (other than this Article 11, Article 9, Article 12 and Article 13, which shall survive termination) and (ii) none of Seller, Buyer or any of their respective Related Persons shall have any liability or obligation arising under or in connection with this Agreement.

11.3 Effect of Failure of Seller's Conditions to Closing. Seller may terminate this Agreement at any time (i) after the Termination Date and (ii) before Closing if any condition contained in Section 10.2, has not been satisfied or waived by Seller as of such time; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 11.3 if Seller's failure to fulfill any of its obligations under this Agreement has been the reason that the Closing has not been consummated on or before such date.

11.4 Effect of Failure of Buyer's Conditions to Closing. Buyer may terminate this Agreement at any time (i) after the Termination Date and (ii) before Closing if any condition contained in Section 10.3, has not been satisfied or waived by Buyer as of such time; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.4 if Buyer's failure to fulfill any of its obligations under this Agreement has been the reason that the Closing has not been consummated on or before such date.

ARTICLE 12
MISCELLANEOUS

12.1 Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. Notwithstanding the foregoing, Buyer may assign all or any portion of its rights and obligations under this Agreement to any of its Affiliates so long as Buyer remains primarily liable for any and all obligations of Buyer hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

12.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of California in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of Laws thereof), provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. The parties agree that the Bankruptcy Court shall retain jurisdiction over any legal action or proceeding with respect to this Agreement. Each of the parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to

the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

12.3 Disclosure Schedule Supplements. From time to time prior to the Closing, Seller shall supplement or amend the Disclosure Schedules to this Agreement with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in such Disclosure Schedules. Seller shall inform Buyer that the proposed amendment is (a) material and therefore Buyer may either (i) provide notice to Seller within three (3) Business Days after receiving Seller's notice of such amendment that Buyer is terminating this Agreement effective concurrently with Buyer's notice to Seller without further recourse of Seller against Buyer under this Agreement or (ii) proceed to the Closing, and in doing so waives any right to indemnification for any Losses arising from or relating to such amendment or (b) not material, and therefore Buyer may not terminate this Agreement. The Disclosure Schedules shall be deemed amended by all such supplements and amendments for all purposes if Buyer does not provide Seller the notice set forth in clause (a)(i) above within three (3) Business Days.

12.4 Acknowledgements. Except as expressly set forth in this Agreement, Buyer acknowledges that Seller shall sell and Buyer shall purchase the purchased assets "as is," "where is," and "with all faults".

12.5 Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

12.6 Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated, except as provided in Section 9.1.

12.7 Broker's and Finder's Fees. Except as set forth on Schedule 12.7 of the Disclosure Schedules, each of the parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement in a manner so as to give rise to any claims against the other party for any brokerage commission, finder's fees or other similar payout.

12.8 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.9 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and

shall be deemed duly given (i) upon delivery, when delivered personally, (ii) one (1) Business Day after being sent by overnight courier or when sent by facsimile transmission or email PDF format (with a confirming copy sent by overnight courier), and (iii) three (3) Business Days after being sent by registered or certified mail, postage prepaid, as follows:

If to Seller:

ColorFX, Inc.
11050 Randall St.
Sun Valley, California 91352
Attention: Yolanda Avedissian
Facsimile: (484) 450-3580
Email: arby@colorfxinc.com

With a copy to:

Lewis R. Landau
22287 Mulholland Hwy., #318
Calabasas, California 91302
Facsimile: (888) 822-4340
Email: lew@landaunet.com

Yolanda Avedissian
995 Calle Canta
Glendale, California 91208
Facsimile: (484) 450-3580
Email: yolandalolik1956@hotmail.com

Falco Sult & Company
16150 NE 85th St., Suite 203
Redmond, Washington 98052
Attention: Gerry A. Michael
Facsimile: (425) 861-4658
Email: gerrym@falcosult.com

If to Buyer:

AMC Acquisition LLC
8000 Haskell Avenue
Van Nuys, California 91406
Attention: Brett Zane
Facsimile: (877) 240-1268
Email: brett.z@digitalroominc.com

With a copy to:

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, California 90071
Attention: Peter M. Gilhuly
Facsimile: (213) 891-8763
Email: peter.gilhuly@lw.com

Any party may change its address for the purpose of this Section 12.9 by giving the other party written notice of its new address in the manner set forth above.

12.10 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.11 Public Announcements. No party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written approval of the other party, unless a press release or public announcement is required by Law or Order of the Bankruptcy Court, or is reasonably necessary for approval of the transaction contemplated by this Agreement by the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party shall give the nondisclosing party or parties prior notice of, and an opportunity to comment on, the proposed disclosure.

12.12 Entire Agreement. This Agreement and the Ancillary Agreements contain the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Disclosure Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

12.13 Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. No provision of this Agreement shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

12.14 DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST

PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.15 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.16 Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include the other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement as a whole and not to any other particular article, section or other subdivision, (iv) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (v) "shall," "will," or "agrees" are mandatory, and "may" is permissive, and (vi) "or" is not exclusive.

12.17 Time of Essence. Time is of the essence of this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.18 Counterparts. For the convenience of the parties hereto, this Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

12.19 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of Seller or Buyer shall have any liability for (i) any obligations or liabilities of Seller or Buyer under this Agreement or the certificate of incorporation and by-laws or comparable organizational documents of Seller or Buyer, or (ii) any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

ARTICLE 13
DEFINITIONS

13.1 Certain Terms Defined. As used in this Agreement, the following terms shall have the following meanings:

"***Affiliate***" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such first Person where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through the ownership of voting securities, by contract, as trustee, executor or otherwise.

"***Ancillary Agreement***" means, collectively, any agreement to be executed in connection with the transactions contemplated by this Agreement.

"***Auction***" has that meaning ascribed to such term by the Bidding Procedures Order.

"***Bankruptcy Code***" means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*.

"***Bankruptcy Court***" means the United States Bankruptcy Court for the Central District of California or such other court having jurisdiction over the Chapter 11 Case.

"***Business***" means the business of operating a wholesale printing company that serves retail print shops, design agencies, marketing firms, and other trade printer resellers, and any business activities of Seller incidental to the foregoing.

"***Business Day***" means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other Government action to close.

"***Business Records***" means all books, files and records to the extent they relate to the Acquired Assets or the Business, including, without limitation, customer lists, historical customer files, reports, plans, data, accounting and tax records, product specifications, drawings, diagrams, training manuals, safety and environmental reports and documents, maintenance schedules, inventory records, business plans and marketing and all other studies, documents and records regardless of location.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Consent***" means any consent, approval, authorization, qualification, waiver or notification of a Government or third Person.

"***Contract***" means any written or oral contract, agreement, license, sublicense, lease, sublease, mortgage, instruments, guaranties, commitment, undertaking or other similar arrangement, whether express or implied.

"***Disclosure Schedule***" means the written disclosure schedule of the parties as of the date hereof, a copy of which is attached hereto.

"***Eligible Records***" means all of the following records of Seller, only to the extent such books and records (i) are existing and in the control and possession of Seller as of the Closing Date (ii) are reasonably accessible by Seller as of the request date: corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records.

"***Employee***" means an individual who, as of the applicable date, is employed by, or engaged to provide services as an employee to, Seller in connection with the Business.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended, and any similar foreign Laws.

"***Government***" means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, any state thereof or any foreign government.

"***Intellectual Property***" means all right, title and interest in, to or under intellectual property, including: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part or reissue patent applications and patents issuing thereon including any foreign counterparts thereof, (ii) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (iii) copyrights and registrations and applications therefor and works of authorship and mask work rights, (iv) discoveries, concepts, ideas, research and development, know-how, formulae, inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, compositions, manufacturing and production processes and techniques, computer codes for websites and manufacturing, technical data, procedures, designs, drawings, specifications, databases and other proprietary and confidential information, including customer lists, supplier lists, pricing and cost information and business and marketing plans and proposals of Seller, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein and, in each case, all related technology, whether presently existing or created or acquired anywhere in the world between the date of this Agreement and the Closing Date, and (v) all Intellectual Property Licenses.

"***Intellectual Property Licenses***" means (i) any grant by Seller to a third Person of any right to make, use, have made, sell, offer to sell or grant sublicenses to do the foregoing for any of the acquired Intellectual Property in connection with the Business, and (ii) any grant to Seller of a right to make, use, have made, sell, offer to sell or grant sublicenses to do the foregoing for a third Person's Intellectual Property in connection with the Business.

"***IRS***" means the Internal Revenue Service.

"***Key Employees***" means those Employees of Seller, listed on Schedule 10.3(d) of the Disclosure Schedules, designated as being critical to the ongoing operation of the Business from and after Closing, and with respect to which the entry of employment agreements between such Employees and Buyer on terms and conditions satisfactory to Buyer shall be a condition hereunder to Buyer's obligation to consummate the transactions contemplated by this Agreement (unless waived by Buyer in accordance herewith).

"***Knowledge of Seller***," "***Seller's Knowledge***" or any other similar term or knowledge qualification means the present actual knowledge of Arbi Avedissian and Yolanda Avedissian.

"***Law***" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

"***Lien***" means any mortgage, pledge, charge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement.

"***Losses***" means losses, liabilities, deficiencies, damages, suits, claims, proceedings, fines, judgments, costs or expenses (including attorneys' fees and any amounts paid or incurred in defense of any settlement of any of the foregoing or in connection with any action.).

"***Material Adverse Effect***" means a state of facts, event, change or effect on the physical condition of the Acquired Assets, or the enforceability of this Agreement or any Ancillary Agreement or any Assigned Contract, that results in a material adverse effect on the ability to operate or condition of the Business but excluding any state of facts, event, change or effect caused by events, changes or developments relating to: (i) changes of Laws, (ii) strikes, work stoppages or other labor disturbances, (iii) the transactions contemplated by this Agreement or the announcement thereof; (iv) changes or conditions affecting the industries of which the Business is a part generally; or (v) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof.

"***Order***" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of the Government.

"***Permit***" means any permit, license, approval, consent, permission, notice, franchise, confirmation, endorsement, waiver, certification, registration, qualification, clearance, variance or other authorization issued, granted, given or otherwise made available by or under the authority of any Government or pursuant to any federal, state, local or foreign Law.

"***Permitted Liens***" means: (i) all Liens set forth on Schedule 13.1 of the Disclosure Schedules; (ii) statutory Liens for current Taxes, assessments and other Government charges that are not yet due and payable or that, although due and payable, are being contested in good faith; (iii) mechanics', materialmen's, warehouseman's and similar Liens that relate to Assumed Liabilities; (iv) zoning, building codes and other land use laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Government having jurisdiction over real property; or (v) restrictions and regulations imposed by any Government authority or any local, state, regional, national or international reliability council, or any independent system operator or regional transmission organization with jurisdiction over Seller.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

"***Qualified Bid***" has that meaning ascribed to such term by the Bidding Procedures Order.

"***Related Person***" means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

"***Required Consents***" means the Consents set forth on Schedule 4.4(a) of the Disclosure Schedules.

"***Seller Plan***" means (i) whether or not they are subject to ERISA, all material "employee benefit plans" (as defined in Section 3(3) of ERISA), including all employee benefit plans which are "pension plans" (as defined in Section 3(2) of ERISA) and any other material written employee benefit arrangements or payroll practices (including, without limitation, severance pay, vacation pay, company awards, salary continuation for disability, critical illness, sick leave, death benefit, hospitalization, welfare benefit, employment insurance, weekly indemnity, supplemental unemployment benefit, group or individual health, dental, medical, life insurance, survivor benefit, deferred compensation, profit sharing, retirement, bonus or other incentive compensation, deferred compensation, equity based compensation arrangements or policies) and (ii) all written employment, termination, bonus, severance, change in control or other similar contracts (other than those just offering at-will employment without severance), in each case with respect to which Seller has any liability or obligation with respect to current or former directors, officers, consultants and Employees.

"***Tax***" or "***Taxes***" means (a) any federal, provincial, state, municipal, local or foreign taxes, charges, fees, levies or other similar assessments or liabilities (including income, receipts, ad valorem, value added, excise, real or personal property, sales, occupation, service, stamp, transfer, registration, natural resources, severance, premium, windfall or excess profits, environmental, customs, duties, use, licensing, escheat, withholding, employment, social security, unemployment, disability, payroll, share, capital, surplus, alternative, minimum, add-on minimum, estimated, franchise or any other taxes, charges, fees, levies or other similar assessments or liabilities of any kind whatsoever and denominated by any name whatsoever), whether computed on a separate, consolidated, unitary or combined basis or in any other manner, and includes any interest, fines, penalties, assessments, deficiencies or additions thereto, (b) any and all liability for amounts described in clause (a) of any member of an affiliated, consolidated, combined or unitary group of which Seller (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date and (c) any and all liability for amounts described in clause (a) or (b) of any Person (other than Seller) imposed on Seller as a transferee or successor, by contract or pursuant to any Law, rule or regulation.

"***Tax Return***" means any return, declaration, report, claim for refund, transfer pricing report or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"***WARN Act***" means the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §2101 *et seq.*, or any applicable similar state, provincial or local law which impose obligations in circumstances of mass termination.

AMC ACQUISITION LLC

By: _____
Name: Brett Zane
Title: Chief Financial Officer

COLORFX, INC.

By: _____ Avedissian
Name: Yolanda Avedissian
Title: President

EXHIBIT A

Transition Services Agreement

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "**Agreement**") is entered into as of [_____], 2017, by and between AMC ACQUISITION LLC, a Delaware limited liability company ("**Buyer**"), and COLORFX, INC., a California corporation ("**Seller**," and, together with Buyer, each a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated as of March 31, 2017 (the "**Purchase Agreement**") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain of the Acquired Assets, and certain specified Assumed Liabilities, of Seller related to the Business;

WHEREAS, in connection therewith, Buyer desires that Seller provide to Buyer certain transition services following the Closing Date, as such are more fully described in Section (A) of Schedule A hereto (as such Schedule A may be amended in accordance with the terms hereof) (such transition services, the "**Services**"), and Seller desires to provide such Services subject to the terms and conditions of this Agreement; and

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

ARTICLE I
DEFINITIONS

1.1 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. The following capitalized terms shall have the meanings set forth below:

"**Additional Services**" shall have the meaning assigned thereto in Schedule A.

"**Affiliate**" of any particular Person means any other Person that, at the point in time when the determination is being made, is controlling, controlled by or under common control with such particular Person. For the purposes of this definition, "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, contract or otherwise.

"**Agreement**" shall have the meaning assigned thereto in the preamble.

"**Buyer**" shall have the meaning assigned thereto in the preamble.

"**Confidential Information**" shall have the meaning assigned thereto in Section 4.1(e).

"**Customer Information**" shall have the meaning assigned thereto in Section 4.1(b).

"**Disclosing Party**" shall have the meaning assigned thereto in Section 4.1(a).

"**Employer Amounts**" shall have the meaning assigned thereto in Schedule A.

"**Facility Services**" shall have the meaning assigned thereto in Schedule A.

"**Force Majeure Event**" means any act of God, earthquake, fire, flood, storm or explosion; any strike, lockout, riot, war, act of terror, rebellion or insurrection; embargo or fuel or energy shortage; or any other event beyond the reasonable control of a Party; that actually prevents, hinders or delays such Party from performing its obligations under this Agreement.

"**Governmental Authority**" means any foreign, federal, state, local or other governmental authority or regulatory body or self-regulatory body having jurisdiction over a party or its assets, resources, or business, in any jurisdiction that is applicable to this Agreement.

"**Infrastructure Services**" has the meaning assigned thereto in Schedule A.

"**Intellectual Property**" means patents, trademarks, service marks, domain names, copyrights and registrations, applications for the registration of any of the foregoing, and any trade secrets, confidential information and know-how.

"**Materials**" shall have the meaning assigned thereto in Section 5.6.

"**Party**" or "**Parties**" shall have the meaning assigned thereto in the preamble.

"**Personnel Services**" shall have the meaning assigned thereto in Schedule A.

"**Purchase Agreement**" shall have the meaning assigned thereto in the recitals.

"**Receiving Party**" shall have the meaning assigned thereto in Section 4.1(a).

"**Representatives**" shall have the meaning assigned thereto in Section 4.1(a).

"**Seller**" shall have the meaning assigned thereto in the preamble.

"**Seller's Data Facility**" shall mean that certain facility located at Rack Space US, P.O. Box 730759 Dallas, Texas 75373-0759 which is subject of a monthly agreement between Seller, as tenant, and Rackspace US, as landlord.

"**Seller's Facility**" shall mean collectively, those certain facilities located at 11050, 11050-A&B, 11054, and 11058 Randall Street, Sun Valley, California 91352 which are subject of a lease with a commencement date of September 15, 1998 (as amended) between Seller, as tenant, and Glenoaks Business Park, as landlord.

"**Seller's Storage Facility**" shall mean that certain facility located at 1130 Randall Street, Sun Valley, California 91352 which is subject of a lease with a commencement date of April 1, 2014 between Seller, as tenant, and Glenoaks Food, Inc., as landlord.

"**Service Coordinators**" shall have the meaning assigned thereto in Section 2.7(a).

"**Service Personnel**" means any individual or entity who is contracted or employed by Seller as of the Closing Date and who provides Services to Buyer. The position, salary or hourly wage rate (as applicable) and estimated monthly employer cost of benefits (if applicable), in each case, as of the date hereof, are set forth on Schedule B for each such individual or entity who or which is anticipated to be a member of the Service Personnel.

"**Service Taxes"** shall have the meaning assigned thereto in Section 3.3(b).

"**Services**" shall have the meaning assigned thereto in the recitals.

"**Service Term**" means the period of time during which Seller will provide each Service (unless terminated earlier in accordance with Article V), as set forth in Schedule A hereto with respect to each Service.

"**Shortfall Notice**" shall have the meaning assigned thereto in Section 2.2(b).

"**Significant Services Shortfall**" shall have the meaning assigned thereto in Section 2.2(b).

"**Term**" shall have the meaning assigned thereto in Section 5.1.

"**Wages**" shall have the meaning assigned thereto in Schedule A.

1.2 Interpretation; Certain Definitions. The section and other headings and subheadings contained in this Agreement and the schedule hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement or any schedules hereto. All references to days or months shall be deemed references to calendar days or months. Unless the context otherwise requires, any reference to a "Section," "Schedule" or "Article" shall be deemed to refer to a section of this Agreement, a schedule to this Agreement, or an article of this Agreement as applicable. Any reference to any federal, state, county, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. For all purposes of and under this Agreement, (i) the word "including" shall be deemed to be immediately followed by the words "without limitation"; (ii) words (including defined terms) in the singular shall be deemed to include the plural and vice versa; (iii) words of one gender shall be deemed to include the other gender as the context requires; (iv) "or" is not exclusive; and (v) the terms "hereof," "herein," "hereto," "herewith" and any other words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the schedule hereto) and not to any particular term or provision of this Agreement, unless otherwise specified.

ARTICLE II
TRANSITION SERVICES

2.1 Services. During the term of this Agreement, Seller shall provide the Services to Buyer, as such Services are more particularly described in Schedule A attached hereto, upon the terms and subject to the conditions of this Agreement and such Schedule A.

2.2 Standard of Performance for Services.

(a) Seller shall provide the Services in a commercially reasonable manner, in good faith and in compliance with applicable Laws, and if applicable, in a manner generally consistent with the historical provision of the Services and with the same standard of care as provided immediately prior to the Closing (if such Service was performed by Seller before the Closing), except to the extent that a different manner or level of a Service is set forth in Schedule A, in which case such Service shall be provided at the level as set forth in such Schedule.

(b) Shortfall Notice. If Buyer provides Seller's Service Coordinator (as defined below) with written notice (a "**Shortfall Notice**") of the occurrence of any Significant Services Shortfall (as defined below), Seller shall take the actions required by Section 2.3 of this Agreement. For purposes of this Section 2.2(b), a "**Significant Services Shortfall**" shall be deemed to have occurred if the quality or performance of Services provided hereunder falls materially below the standard required by Section 2.2(a) hereof.

2.3 Obligation to Correct a Shortfall in or Re-perform Services. In the event of any breach of this Agreement by Seller with respect to any failure by Seller to provide any Service in accordance with the terms of this Agreement, Seller shall use commercially reasonable efforts to correct in all material respects such error or defect or, to the extent feasible, re-perform in all material respects such Service at the request and expense of Buyer.

2.4 Interruption of Services.

(a) Notwithstanding the terms of Section 2.2, if, due to a Force Majeure Event, Seller is unable, wholly or partially, to perform its obligations hereunder, then Seller shall be relieved of liability and shall suffer no prejudice for failing to perform or comply during the continuance and to the extent of such whole or partial inability to perform its obligations hereunder so caused by such Force Majeure Event. Seller shall use commercially reasonable efforts to remedy as soon as practicable the situation caused by such Force Majeure Event, to the extent the same is within the reasonable control of Seller.

(b) If, due to disability, voluntary departure or termination of employment of any Service Personnel for "cause" (as defined in an applicable service agreement or determined by Seller in its reasonable, good-faith judgment), Seller is unable, wholly or partially, to provide any Services hereunder, then the Service Coordinators (as defined below) of each Party shall promptly after notice of such disability, departure or termination meet and discuss in good faith a resolution to such disability, departure or termination, which could include amending Schedule A to modify the provision of Services hereunder or the employment by Seller of temporary

employees, at Buyer's expense, to enable Seller to provide the Services previously performed by such departed employee, and thereafter the Parties shall implement any mutually acceptable resolution; provided, however, that notwithstanding anything else in this Agreement to the contrary, Seller shall not be required to secure replacement personnel or allocate additional human resources to perform the Services previously performed by such disabled, departing or terminated for cause Service Personnel. Notwithstanding the foregoing, Seller shall not terminate the employment of any Service Personnel other than for "cause" without the advance written consent of Buyer, which consent is not to be unreasonably withheld, conditioned and delayed.

2.5 Access. Seller shall provide access to its premises, as set forth in Schedule A, and the systems and networks located therein, to Buyer and its authorized representatives to the extent necessary for Buyer to assist with the transition of Services.

2.6 Records Relating to the Services. Seller shall maintain records of all receipts, invoices, reports and other documents relating to the Services in accordance with its standard accounting practices, employment practices and procedures, consistent with past practice. Upon reasonable prior notice and without unreasonable disruption to the normal operations of Seller, Buyer shall have the right to inspect and, at its expense, copy such records during the regular office hours of Seller. Notwithstanding the foregoing, except as otherwise required by Law, Seller may destroy or otherwise dispose of any records at any time; provided, that, prior to such destruction or disposal, (a) it shall provide not less than 30 days' prior written notice to Buyer, specifying the records proposed to be destroyed or disposed of and (b) if Buyer shall request in writing prior to the scheduled date for such destruction or disposal that any of the records proposed to be destroyed or disposed of be delivered to Buyer. The records shall be delivered as was requested, at the expense of Buyer.

2.7 Service Coordinators.

(a) Buyer and Seller shall each nominate a representative to act as the primary contact persons with respect to the performance of the Services (the "**Service Coordinators**"). The initial Service Coordinators shall be Brett Zane, Andrew Latimer and Chase Cairncross for Buyer and Arbi Avedissian for Seller.

(b) Except as specifically set forth in this Agreement, each Service Coordinator will have the authority and responsibility to:

(i) oversee matters relating to the respective appointing Party that are set out in this Agreement;

(ii) represent the appointing Party in relation to this Agreement and make appropriate decisions on day-to-day issues;

(iii) coordinate the technical aspects of the Services and consult on the operation and management of the Services; and

(iv) monitor the appointing Party's compliance with its obligations under this Agreement and review the performance of the Services.

(c) Unless Buyer and Seller otherwise agree, all communications relating to this Agreement and the Services will be directed to the Service Coordinators. Each Party may treat an act of a Service Coordinator of another Party as being authorized by such Party without inquiring behind such act or ascertaining whether such Service Coordinator had authority to so act.

(d) Each Party shall have the right at any time and from time to time to replace its respective Service Coordinator by giving notice in writing to the other Party setting forth the name of (1) the person to be replaced and (2) the replacement, and certifying that the replacement is authorized to act for the Party giving notice in all matters relating to this Agreement.

ARTICLE III
FEES AND EXPENSES

3.1 Fees and Expenses.

(a) As consideration for the provision of the Services, Buyer shall pay to Seller the fees and expenses for such Services (including Infrastructure Services), as calculated in accordance with Schedule A hereto, as such Schedule may be amended or deemed amended, from time to time, in accordance with the terms and conditions hereof. In addition to such fees and expenses, in the event Seller incurs reasonable and documented out-of-pocket expenses in the provision of any Service, Buyer shall reimburse Seller for the same in accordance with the invoicing provisions described below. Buyer shall make an advance deposit to Seller in the amount of [_____] (as defined in Schedule C), which shall be replenished and restored to its initial amount on a monthly basis, from which Seller shall be reimbursed for Infrastructure Services, pursuant to Section 3.2 and Schedule A of this Agreement.

(b) It is the intent of the Parties that the calculation of fees and expenses as provided on Schedule A reasonably approximate the cost to Seller of providing the Services, including the cost of Wages and Employer Amounts (as defined in Schedule A), without any intent to cause Seller to receive profit or incur loss. If, at any time during the Term, Seller in good faith believes that the calculation in Schedule A is materially insufficient to compensate for the cost to Seller of providing the Services, or if Buyer in good faith believes that it is materially overcompensating Seller for the provision of Services, such Party shall notify the other as soon as possible, and the Parties will commence good faith negotiations toward a written amendment to this Agreement to rectify the same. Seller acknowledges and agrees that it shall not increase or commit to increase the compensation payable or benefits provided to, grant or issue any new compensatory right, interest or benefit to, or enter into, adopt, or amend any employee benefit plan or employee agreement (in each case, other than as may be required by applicable Law) for the benefit of, any Service Personnel during the Term.

3.2 Billing and Payment. Except as set forth on Schedule A, amounts payable in respect of Services under this Agreement shall be invoiced to Buyer biweekly (i.e., every other week) in arrears (commencing at the end of the first biweekly period after the Closing Date) and paid to Seller as directed, which amounts shall be due within two (2) Business Days after the date of invoice. All amounts due and payable hereunder shall be invoiced and paid in local currency (based on where such Services are performed). Any such invoice shall set forth information in reasonable detail regarding such amounts due and payable.

3.3 Taxes.

(a) Buyer shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to Seller such amounts (other than with respect to any Service Taxes, as defined below) as Buyer is required to deduct and withhold under the Code, or any tax law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be paid over to the applicable taxing authority and treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

(b) Seller shall be solely responsible for withholding (as applicable) and paying all income and employment taxes arising in connection with any amounts payable to any Service Personnel employed or engaged by Seller (collectively, the "**Service Taxes**") at any time, provided, however, that Buyer shall pay, as part of the fees for Services required hereunder, to Seller an amount equal to the employer portion of any applicable employment taxes comprising any such Service Taxes arising in connection with remuneration paid by Seller to the Service Personnel in respect of the Services. Seller shall identify any such employer portion(s) of the Service Taxes as separate line items on each invoice, unless any such Service Taxes are required under the law of the relevant jurisdiction to be included in the fees for Services.

ARTICLE IV
CONFIDENTIALITY; INDEMNITY

4.1 Confidentiality Obligations.

(a) Each Party (as applicable, the "**Receiving Party**") acknowledges in connection with the provision of Services hereunder that it may have in its possession and/or may receive Confidential Information of the other Party (as applicable, the "**Disclosing Party**"). Subject to this Section 4.1(a), each Receiving Party, on behalf of itself and each of its Affiliates, agrees to hold, and to cause its directors, officers, employees, agents, third-party contractors, vendors, accountants, counsel and other advisors and representatives (collectively, "**Representatives**") to hold, in strict confidence, with at least the same degree of care that such Receiving Party applies to its own Confidential Information pursuant to its applicable policies and procedures in effect as of the Closing Date, but not less than reasonable care, all Confidential Information of the Disclosing Party (or its business) and such Disclosing Party's Affiliates (or their respective businesses) that is either in its possession (including Confidential Information in its possession prior to the Closing Date) or furnished by such Disclosing Party or its Affiliates or their respective representatives at any time pursuant to this Agreement, and will not use such

Confidential Information other than for such purposes as may be permitted hereunder (or under any other agreement governing its disclosure), except, in each case, to the extent that such information: (i) is or becomes available to the general public, other than as a result of a disclosure by the Receiving Party or its Affiliates or any of their respective Representatives in breach of this Agreement or (ii) was available to the Receiving Party or its Affiliates or becomes available to Receiving Party or its Affiliates on a non-confidential basis from a source other than the Disclosing Party; provided, that, the source of such Confidential Information was not known by the Receiving Party to be bound by a confidentiality obligation with respect to such Confidential Information, or otherwise prohibited from transmitting the Confidential Information to the Receiving Party or its Affiliates by a contractual, legal or fiduciary obligation; or (iii) is independently known or generated by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party. The foregoing exceptions do not apply to the disclosure of Customer Information (as defined below), which may not be disclosed except in accordance with applicable Law.

(b) "**Customer Information**" is defined as all information owned or possessed by Buyer about its customers or customers of any of Buyer's Affiliates, including, but not limited to, name, address, telephone number, email address, account or policy information, and any list or grouping of customers and any other type of information deemed "nonpublic" and protected by applicable privacy Law.

(c) Seller shall comply in all material respects with any applicable Law and/or regulations with respect to privacy and data security relative to Customer Information and shall implement and maintain an effective information security program to protect the Customer Information in compliance in all material respects with all applicable privacy Law, which program shall include administrative, technical, and physical safeguards, as they may be reasonably required:

(i) to ensure the security and confidentiality of Customer Information;

(ii) to protect against any anticipated threats or hazards to the security or integrity of such Customer Information; and

(iii) to protect against unauthorized access to or use of Customer Information which would be reasonably likely to result in substantial harm or inconvenience to Buyer or its Affiliates, or to customers of any of them.

(d) Notwithstanding anything herein to the contrary, in the event that a Receiving Party or any of its Representatives either determines on the advice of its counsel that it is required to disclose any Confidential Information or Customer Information pursuant to applicable Law or the rules or regulations of a Governmental Authority or receives any demand under lawful process or from any Governmental Authority to disclose or provide Confidential Information of the Disclosing Party that is subject to an obligation of confidentiality, such Receiving Party shall notify the Disclosing Party prior to disclosing or providing such Confidential Information and, if the Disclosing Party so requests, cooperate at the expense of the Disclosing Party in seeking any reasonable protective arrangements reasonably requested by the

Disclosing Party. In the event that a protective arrangement is not obtained, the Receiving Party (i) may thereafter disclose or provide such Confidential Information to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority, without liability therefor, and (ii) shall exercise commercially reasonable efforts to have confidential treatment accorded to any such Confidential Information so provided or furnished.

(e) "**Confidential Information**" means any data or information disclosed by either Party to the other or belonging to one Party and in the possession of the other Party, which is proprietary or material to the Disclosing Party and not generally known by or disclosed to the public and which information (i) is marked or noticed by the Disclosing Party as "Confidential", or (ii) under the circumstances, a reasonable person would conclude was intended to be considered confidential. Confidential Information shall not include any information fitting into any of the exceptions in Section 4.1(a)(i), (ii), or (iii).

4.2 Limitation on Liability; Indemnity.

(a) In no event shall either Party have any liability to the other Party under any provision of this Agreement for any punitive, incidental, consequential (except to the extent such consequential damages were reasonably foreseeable), special or indirect damages, including loss of future revenues or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution in value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint or concurrent negligence, strict liability, criminal liability or other fault; provided, notwithstanding the foregoing, there shall be no such limitations on damages to the extent such damages are the subject of a claim for indemnification under Section 4.2(b).

(b) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates against all Losses, to the extent arising solely out (i) of the gross negligence, fraud, or willful misconduct by Seller, its Affiliates or any of their employees in the performance of this Agreement, or (ii) claims by, or relating to, Service Personnel based upon Seller's breach of any employer obligations. In addition to the indemnification obligations set forth in Section 5.3, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates against all Losses, to the extent arising solely out of the gross negligence, fraud, or willful misconduct by Buyer, its Affiliates or any of their employees in the performance of this Agreement.

ARTICLE V
TERM; TERMINATION

5.1 Term. This Agreement shall commence on the Closing Date and unless terminated earlier in accordance with this Article V, will terminate three (3) months after the Closing Date (the "**Term**").

5.2 Early Termination of Services. Subject to the terms set forth on Schedule A, at any time Buyer may elect to discontinue any or all of the Services set forth on Schedule A hereto by written notice to Seller, which termination shall be effective immediately. Schedule A shall

be deemed amended, without further action by any Party, to delete such Services as of such date, and this Agreement shall be of no further force and effect with respect to such terminated Services, except to the extent provided in Section 5.8.

5.3 Hiring of Service Personnel by Buyer. At any time during the Term of this Agreement, Buyer may offer to hire any of the Service Personnel listed on Schedule B hereto. Upon any such Service Personnel who accepts Buyer's offer of employment on the terms specified in the applicable offer of employment commencing employment with Buyer, Buyer will no longer be responsible for the payment of any fees for Services performed by such Service Personnel from and after the applicable hire date. Buyer hereby agrees to indemnify Seller against any Losses resulting from any claims by such Service Personnel solely due to his or her termination of employment by Buyer subsequent to such Service Personnel commencing employment with Buyer (and shall not include any claims by such Service Personnel that arose prior to such Service Personnel commencing employment with Buyer).

5.4 Breach of Agreement. If either Party shall cause or suffer to exist any material breach of any of its obligations under this Agreement, and such Party does not cure such default in all material respects within ten (10) days after receiving written notice thereof from the other Party, then such non-breaching Party may terminate each affected Service on Schedule A, including the provision of Services pursuant thereto, immediately by providing written notice of termination.

5.5 Sums Due. In the event of a termination (including any termination pursuant to Section 5.2) or expiration of this Agreement (or Services), Seller shall be entitled to the payment or reimbursement of, and Buyer shall pay and reimburse Seller, within ten (10) days of receiving an invoice, all amounts then due and payable to Seller under this Agreement.

5.6 Return of Materials. Upon the termination or expiration of any Service (including in connection with the expiration of this Agreement) with respect to which Seller or any of its Affiliates holds books, records, files, databases, Confidential Information of Buyer (or any of its Affiliates) or computer software or hardware (including, without limitation, current and archived copies of computer files) owned, licensed, or leased by Buyer or any of its Affiliates and used in connection with the provision of a Service (the "**Materials**"), subject to the terms of Section 6.11, Seller will return, or cause to be returned, or, at the option of Buyer, destroy, all such Materials promptly upon the termination or expiration of such Service, but not later than thirty (30) days after such termination or expiration. In the case of computer files or data, such Materials shall be delivered to Buyer or its Affiliates in a format usable by Buyer or its Affiliates, as the case may be. The cost of any conversion of the format of Materials requested or required by Buyer or its Affiliates shall be at the sole cost and expense of Buyer.

5.7 General Termination Provisions.

(a) After receipt of notice of termination of this Agreement, Seller will continue to provide Services hereunder to Buyer, for which the termination notice has been given and deliver the same, up to the date on which the termination takes effect (as stated in such

termination notice). In addition, Seller will reasonably cooperate at Buyer's cost and expense to facilitate the orderly transfer of Services to Buyer or its designee prior to such termination.

(b) If Buyer terminates this Agreement in part, (i) the charges payable by Buyer with respect to terminated Services will be ratably adjusted by Seller up to the date of such termination, and (ii) Seller will continue the performance of such part of its obligations as have not been terminated.

(c) Upon termination of this Agreement howsoever arising, (i) Buyer will pay to Seller, under this Agreement, all sums owed, due and payable to Seller for the Services rendered by or on behalf of Seller, and (ii) Seller will provide Buyer with sufficient access to and details of the Services and materials relating thereto (to be treated as Confidential Information of Seller) to the extent necessary in order to permit the transition of the Services to Buyer at the cost of Buyer, as applicable.

5.8 Effect of Termination. Articles I (as applicable), IV and VI (including Section 6.11) and Sections 2.3, 5.5, 5.6, 5.7 and the indemnification obligations included in Section 5.3, shall survive any termination of this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or when sent by facsimile with confirmation of receipt (with hard copy to follow), or one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the respective Parties at the addresses indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means (including electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by an authorized representative of the intended recipient party.

If to Buyer, to:

AMC Acquisition LLC
8000 Haskell Avenue
Van Nuys, California 91406
Attn: Brett Zane
Facsimile: (877) 240-1268
Email: brett.z@digitalroominc.com

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

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, California 90071-1560
Attn: Peter M. Gilhuly, Esq.
Facsimile: (213) 891-8763
Email: peter.gilhuly@lw.com

If to Seller, to:

ColorFX, Inc.
11050 Randall St.
Sun Valley, California 91352
Attn: Yolanda Avedissian
Facsimile: (484) 450-3580
Email: arby@colorfxinc.com

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

Lewis R. Landau, Esq.
22287 Mulholland Hwy., #318
Calabasas, California 91302
Facsimile: (888) 822-4340
Email: lew@landaunet.com

Yolanda Avedissian
995 Calle Canta
Glendale, California 91208
Facsimile: (484) 450-3580
Email: yolandalolik1956@hotmail.com

Falco Sult & Company
16150 NE 85th St., Suite 203
Redmond, Washington 98052
Attn: Gerry A. Michael
Facsimile: (425) 861-4658
Email: gerrym@falcosult.com

6.2 Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Party hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

6.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such 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 provision or the remaining provisions of this Agreement.

6.4 Headings. The descriptive headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

6.5 Amendment and Waiver. Any provision of this Agreement or the schedules may be amended or waived only in a writing signed by the Parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.6 Complete Agreement. This Agreement together with all schedules hereto contains the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes 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.

6.7 Counterparts. This Agreement may be executed in multiple counterparts (including by means of the electronic transmission of signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

6.8 Independent Contractors. In performing the Services hereunder, Seller shall operate as and have the status of an independent contractor. None of Seller's employees or contractors shall be considered employees or agents of Buyer or any of Buyer's Affiliates. As between Buyer and Seller (or its Affiliates), Seller and its Affiliates shall be solely responsible to pay all the compensation and provide any benefits (including workers' compensation) (as applicable) due to any Service Personnel and to deduct and withhold from the compensation payable to Service Personnel, any amounts required or permitted to be deducted and withheld under the provisions of any applicable laws. Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership between the Parties. No Party shall have any power to control the activities and/or operations of the other Party (including, with respect to Buyer, the power to control the manner in and means by which the Services are provided by Seller). No Party shall have any power or authority to bind or commit any other Party.

6.9 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and its respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person (including any Service Personnel).

6.10 Governing Law. All matters relating to or arising out of the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

6.11 Intellectual Property and Data. Each Party shall retain ownership of its and its Affiliates' Intellectual Property and any other data related thereto existing immediately following the Closing. Unless agreed otherwise in this Agreement, each Party hereto agrees that any Intellectual Property or related data of the other Party or its Affiliates or licensors made available to such Party or its Affiliates in connection with the Services, and any derivative works, additions, modifications, translations or enhancements thereof created by a Party or its Affiliates pursuant to this Agreement, are and shall remain the sole property of the original owner of such Intellectual Property or related data; provided, that, Buyer shall exclusively own any and all Intellectual Property and related data generated with respect to the Services received under this Agreement. Each of the Parties agrees to execute and to cause its Affiliates to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Agreement.

6.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the date first written above.

AMC ACQUISITION LLC

By: _____
Name:
Title:

COLORFX, INC.

By: _____
Name:
Title:

[Signature Page to Transition Services Agreement]

Schedule A
Services
(including Service Term)

(A) The Services shall consist of Seller:

- Leading and supervising Service Personnel to (i) maintain Seller's websites, internal systems and customer experiences, (ii) manufacture and ship all orders, (iii) maintain any data centers utilized by Seller, and (iv) provide customer service, at quality, cost and service levels as close to pre-Closing levels as commercially reasonable. Seller will collaborate with Buyer to enable the termination of Services as quickly as reasonably possible ("**Personnel Services**").

- Maintaining service, including, without limitation, payment of rent for Seller's Facility, Seller's Storage Facility and Seller's Data Facility, water, electricity, cable/internet services, telephone services, contractually or legally required insurance, trash collection, etc. (collectively, "**Infrastructure Services**") at quality, cost and service levels as close to pre-Closing levels as commercially reasonable during the term of this Agreement or such earlier date that Seller and Buyer mutually determine, with both Parties acting in their reasonable good faith discretion, that use of Seller's Facility, Seller's Storage Facility and Seller's Data Facility are no longer necessary to perform the other Services hereunder.

- Making available to Buyer, to the extent reasonably required in connection with the provision of Services, the current space used in the Business at Seller's Facility, Seller's Storage Facility and Seller's Data Facility ("**Facility Services**"). Buyer acknowledges that Seller's Storage Facility is leased to Seller on a month to month basis and that, accordingly, the landlord may terminate the lease at any time. In no event shall Seller be deemed to be in default of this Agreement if the landlord terminates the lease agreement (either for Seller's Facility, Seller's Storage Facility or Seller's Data Facility) during the applicable Service Term, so long as such termination was not caused by or related to any action of Seller or its employees or agents. Further, for the avoidance of doubt, Facility Services shall not be construed to impose on Seller any obligation to provide Buyer with access to Seller's Facility, Seller's Storage Facility or Seller's Data Facility to the extent such access would cause Seller to be in violation of the terms of its lease for Seller's Facility, Seller's Storage Facility or Seller's Data Facility.

- Providing all additional services reasonably required by Buyer in connection with the Purchase Agreement (the "**Additional Services**").

(B) Seller agrees to give prior notice to Buyer of the expiration of or opportunity to renew any agreement associated with the Infrastructure Services.

(C) For the Infrastructure Services and the Facility Services the Service Term is equal to three (3) months after the Closing Date. If Buyer terminates the Infrastructure Services or the Facilities Services prior to end of the Service Term pursuant to Section 5.2 of this Agreement, Buyer shall provide not less than 10 days' prior written notice to Seller of such termination.

(D) During the applicable Service Term, Seller will cause the Service Personnel set forth in Schedule B to provide Services in a manner consistent with the terms of this Agreement. The Services provided by each individual listed in Schedule B will be substantially identical to the job duties and/or functions performed by such individual prior to the Closing Date and consistent with the position descriptions set forth below or as otherwise directed by Buyer to Seller in writing.

(E) With respect to Personnel Services, at the end of each biweekly period during the applicable Service Term, Buyer shall pay to Seller (pursuant to the terms of Article III) an amount equal to the sum of the following:

- The costs incurred by Seller in connection with the employment of the Service Personnel for the provision of Services during such period, based on the daily or hourly rates set forth in Schedule B for the Service Personnel set forth in Schedule B (subject to adjustment pursuant to Sections 5.2, 5.3 and 5.4) (the "**Wages**"). Non-exempt employees will be billed at their hourly rates for actual hours worked, adjusted for overtime premiums per state regulations if applicable. For the avoidance of doubt, except as otherwise expressly provided herein, Seller shall be solely responsible for all liabilities related to its Employees with respect to the Service Personnel and Buyer shall not, at any time, other than with respect to the payment of Employer Amounts as set forth below, have or assume any obligation or liability with regard to any Seller Plan (as defined in the Purchase Agreement), or any severance or termination payments or benefits paid/made to any Service Personnel in connection with any such individual's termination of employment or service with Seller, or any employer-side employment taxes with respect to any such amounts.

- The Employer Amounts attributable to the Wages actually paid to the Service Personnel by Seller for the applicable biweekly period. As used herein, "**Employer Amounts**" means Seller's portion of applicable payroll/employment taxes payable with respect to Wages actually paid to the Service Personnel by Seller, and any employer-paid portion of the premiums with respect to federal and state unemployment insurance and health and welfare insurance, and any employer match made pursuant to any retirement plan of Seller, in each case, paid by Seller on behalf of the Service Personnel for the applicable biweekly period.

(F) Buyer shall pay to Seller (pursuant to the terms of Article III) the costs incurred by Seller for Infrastructure Services during the applicable Service Term for the Infrastructure Services. Such costs shall be paid monthly in advance of Infrastructure Services rendered by Seller for the month being paid in the amounts set forth on Schedule C.

(G) Buyer shall pay to Seller (pursuant to the terms of Article III) the out-of-pocket costs incurred by Seller for the Additional Services during the applicable Service Term for the Additional Services.

Schedule B
Service Personnel

Payroll Name	Job Title Description	State	Pay Code	Daily Rate	Hourly Rate
Alenoush Housepian	Financial / Office Manager				
Hamlet Tanahan	Sales Director				
"Doug"ery Loera	Production and Shop Floor Superintendent				
Mariela Carranza	Sales				
Mark Russell	Customer Service				
Karineh Boghozian	Estimating Manager				
Yeraldin Gamma	Customer Service				
Robert W. Crawford	Sales				
Sazed Ul Alam	Marketing / Website-Internal SEO				
Richard Sessions	Lead Prepress Operator				

Schedule C
Infrastructure Services

Schedules to Asset Purchase Agreement by and Between AMC Acquisition LLC and Color FX, Inc.

EXHIBITS

Exhibit A	Transition Services Agreement

SCHEDULES

Schedule 1.1 (a)	Equipment
Schedule 1.1(b)	Assigned Contracts – Customer, Supplier
Schedule 1.1(c)	Inventory
Schedule 1.1 (d)	Intellectual property
Schedule 1.1 (e)	Computer Software
Schedule 1.1(f)	Permits
Schedule 1.1 (g)	Accounts Receivable
Schedule 1.1 (i)	Deposits
Schedule 1.2	Excluded Assets
Schedule 1.3(f)	Assumed Liabilities
Schedule 1.4	Excluded Liabilities
Schedule 2.3	Purchase Price Allocation
Schedule 4.4(a)	Consents
Schedule 4.7	Taxes
Schedule 4.9	Seller's Contracts and Cure Amounts
Schedule 4.10(a)	Title to Intellectual Property
Schedule 4.10(b)	Intellectual Property Matters
Schedule 4.10(c)	Intellectual Property Proceedings
Schedule 4.10(d)	Claims Relating to Intellectual Property Rights
Schedule 4.11	Sales Statement
Schedule 10.3(d)	Key Employees
Schedule 12.7	Broker's and Finder's fees
Schedule 13.1	Permitted Liens

Schedules to Asset Purchase Agreement by and Between AMC Acquisition LLC and Color FX, Inc.

Schedule 1.1(a)

Equipment

ASSET DESCRIPTION	PURCHASE DATE
ELECTRICAL TRANSFORMERS	2/28/2006
CANON IR2230 DIGITAL COLOR COPIER	3/13/2006
PITMAN COLOR PROOFING PRINTER	4/1/2006
30" UV COATING LINE WITH CONVEYOR	4/14/2006
POTDEVIN 6" DUCTOR ROUTER GLUER	8/7/2006
KODAK MPIDT PROOFING PRINTER	9/11/2006
CATERPILAR EP15K LIFT TRUCK	9/22/2006
LOTEM 8 KODAK PLATE SETTER	9/30/2007
FM 9.0 SERVER Q QUAD XEON	9/30/2007
HEIDELBERG POLAR 115XT CUTTER	11/12/2007
KOMORI 40" LS540 PRESS	12/15/2007
DELL SERVER PVT R710 2TB	10/4/2008
2000 HEIDELBERG STAHL 30" 6 POCKET FOLDER	1/15/2009
DELL R510/710 SERVERS	5/4/2011
HEIDELBERG STAHL 32" 6 POCKET FOLDER	6/22/2011
Damping Water cirfculator	3/28/2008
MS380BANDING MACHINE	10/18/2012
POWER EDGE R520 SERVER	10/31/2012
HORIZON BQ-470 PERFECT BINDER	11/30/2012
AUTOMATIC VACCUM UV COATING FEEDER	2/1/2013
KOMORI PRESS 29" LSX-629C	11/18/2013
OKI 941E DIGITAL ENVELOPE PRINTER	2/10/2016
2008 Chevy Truck.	2008

Prepress:
Mac and PC Online pre-flight Direct-to-Plate stations
HP Epson Stylus PRO 9800
Kodak Lotem 800II
Press Room:
OKI 941 E Digital Envelope Printer with feeder and conveyor belt. (Installed less than one year ago) .
EZ Turner 41 (load flipper) Brand New in a Box.
Bindery:
Polar 92ED Cutter
Polar 115 XT Cutter, Auto-Trim
Polar Lifter and Jogger Unit
Muller Martini Saddle Stitcher with online 3-side trimmer.
Rollem TR 30 with Right Angle (Online scoring and perforating)

Tech Lighting Offline UV Coating Machine with Fully Automated Feeder unit
Horizon BQ-470 Perfect Bindery
3 Challenge Drill Stations.
Heidelberg / Stahl 35” Folder with Gate folding capabilities
Stahl 30” Folder with Heidelberg stacker unit
Felins MS 380/20 paper banding machine (Ideal for EDDM Postcards).
Potdevin Ductor Roller unit.
Shrink-wrapping station with Tunnel
Other:
Caterpillar Forklift.
Multiple Pallet Jacks.
Tresu Royse Multi-unit Water Circulator.
Full Camera system with online and mobile access.
AC/ Heater in all warehouses.
Gated Safe Complex with remote access.
Spare Parts:
Lots of spare Parts and pumps / Press Rollers in crates.
Big paper inventory
Spare Large Electrical Generators
Spare Press Compressor.

Information Technology

Server Room:
6 Dell Servers for In-House Hosting of all software
➢ Both Komori Presses are equipped with K-Station Software

Schedule 1.1(b) Assigned Contracts –

Customer:

- Supply Agreement, dated as of June 17, 2013, by and between AIA Corporation and ColorFX, Inc.
- Vendor Agreement, dated as of March 28, 2012, by and between Fontis Solutions and ColorFX, Inc.
- Preferred Limited Partnership Agreement, dated as of May 21, 2014, by and between PFG Ventures, L.P. (dba Proforma) and ColorFX, Inc.

Seller has customer orders, currently in Work in Progress. See Schedule 1.1(b)-1 for Jobs in Progress to Be updated prior to closing based on most recent month end inventory prior to sale date

Schedule 1.1 (b)-1

Assigned Customer Orders as

Jobs in Progress as of March 20, 2017 UPDATE AT CLOSING

Schedule 1.1(b) Assigned Contracts – Customer, Supplier

Supplier:

Sellers supplier contracts consists of the following:

Software Support Agreement, dated as of February 1, 2014, by and between Access Consulting Group, Inc. (dba ACG Technologies) and ColorFX, Inc.

Sahil Bhalla Outside Independent consultant - Marketing / Website

Schedule 1.1(c) Inventory

COLOR FX, INC.

INVENTORY SUMMARY SHEET | **AS OF** | **2/28/2017**

DESCRIPTION	SHEET	QUANTITY	AVERAGE PRICE	TOTAL INVENTORY
PAPER INVENTORY	1	112,250	$ 0.12	$ 13,220
PREPRESS	3	1,024	$ 6.19	$ 7,586
MISCELLANEOUS - COATING	5	2,577	$ 1.64	$ 4,216
MISCELLANEOUS - INK	5	0	#DIV/0!	$ -
MISCELLANEOUS - PRESS PARTS	5	0	#DIV/0!	$ -
PRISCO	6	455	$ 24.45	$ 11,125
Shipping Supplies	7	4,348	$ 16.79	$ 73,012
Supplies		0		$ -
Work-in progress at 75% complet				$ 161,006
TOTAL INVENTORY		**120,654**	**$ 2.24**	**$ 270,164**

Total Inventory at	**2/28/2017**	**$ 270,164**

2/28/2017

1- Paper Inventory

Description	#.Lb.	Size	2/28/2017	Unit Price	Adj. Total
Offset	60	28x40		$ 0.08	$ -
OPQ	60	23.5x35		$ 0.08	$ -
Offset	70	23X29		$ 0.06	$ -
Offset	70	28x40		$ 0.09	$ -
offset	70	23x35		$ 0.58	$ -
offset	70	24x29	7,000	$ 0.50	$ 3,497.20
offset	70	19x25		$ 0.34	$ -
Gloss Book	70	23.5x35		$ 0.06	$ -
Gloss Book	70	25x38		$ 0.07	$ -
Gloss Book	70	23x35		$ 0.06	$ -
Endeavor Velvet Book	70	28x40		$ 0.09	$ -
dull book	70	28x40	1,500	$ 0.80	$ 1,200.45
Gloss Cover	80	28x40		$ 0.18	$ -
Gloss Book	80	28x35		$ 0.09	$ -
Gloss Book	80	25.5x38		$ 0.08	$ -
Dull Cover	80	19X25		$ 0.09	$ -
Gloss Book	80	23.5x35	4,000	$ 0.07	$ 272.00
Gloss Cover	80	23x40		$ 0.25	$ -
gloss book	80	28x40	400	$ 0.09	$ 36.67
Gloss Book	80	28x34.5		$ 0.08	$ -
uncoated	80	19x25		$ 0.76	$ -
Gloss Book	80	23.25x29	2,000	$ 0.06	$ 120.00
Gloss Book	100	24x29	31,000	$ 0.07	$ 2,232.00
dull book	100	24x29	0	$ 0.71	$ -
Dull Book	100	19X25	2,000	$ 0.05	$ 103.60
Gloss Book	100	23x38		$ 0.09	$ -
Gloss Book	100	23x35		$ 0.08	$ -
gloss cover	100	23x35	0	$ 0.16	$ -
Gloss Book	100	24x36		$ 0.09	$ -
Gloss Book	100	28x40	4,000	$ 0.11	$ 456.00
Gloss Cover	100	28x40		$ 0.23	$ -
dull book	100	28x40	0	$ 0.12	$ -
dull book	100	23.5x35		$ 0.09	$ -
dull cover	100	28x40	1,000	$ 0.23	$ 226.28
Gloss Cover	100	19X25		$ 0.11	$ -
Gloss Book	100	19x25	0	$ 0.08	$ -
Gloss Book	100	23.5X35	30,000	$ 0.09	$ 2,754.00
gloss cover	100	23.5x35	0	$ 0.16	$ -

Description	#.Lb.	Size	2/28/2017	Unit Price	Adj. Total
Gloss Book	100	25.5 x 38	7,000	$ 0.10	$ 692.58
dull book	100	25.5x38	750	$ 0.10	$ 74.97
Gloss Book	100	23X29	0	$ 0.07	$ -
Gloss Book	100	25x38	0	$ 0.10	$ -
Gloss Cover	100	24X29	7,000	$ 0.16	$ 1,094.10
C1S Cover	24PT	28X40		$ 0.39	$ -
Cougar Text	100	28x40		$ 0.26	$ -
Cougar Cover	100	28x40		$ 0.49	$ -
Gloss cover	100	28x40	0	$ 2.22	$ -
classic Linen		28x40	300	$ 1.20	$ 360.00
Dolphin Performance	111	28x40		$ 0.30	$ -
Reply Card	7PT	23x35	2,000	$ 0.13	$ 250.00
C2S Cover	10PT	28x40		$ 0.22	$ -
c2s cover	10pt	24x29	0	$ 0.14	$ -
C2S Cover	14PT	28x40	5,000	$ 0.28	$ 1,400.00
C2S Cover	14PT	24x29	6,500	$ 0.21	$ 1,370.85
C2S Cover	14PT	20x28		$ 0.16	$ -
C2S Cover	14PT	25.5X35		$ 0.27	$ -
C2S Cover	16PT	28x40	0	$ 0.36	$ -
C2S Cover	20PT	28x40		$ 0.52	$ -
Topkote Cover	16PT	23.5x35		$ 0.25	$ -
Senior Paper	20PT	23x35		$ 0.27	$ -
c2s Cover	24pt	28x40	500	$ 4.03	$ 2,015.45
C2S Cover	24PT	24x329	300	$ 0.23	$ 69.75
Total			**112,250**	**$ 0.12**	**$ 13,219.58**

2/28/2017

3-Prepress

Kodak Plate Sword45	G0201049				
660X760MM 12 GA GM		300	600	$ 4.70	$ 2,818.74
Kodak Plate Sword45	G0200327				$ -
800X1030MM 12 GA GM		700	600	$ 7.77	$ 4,663.02
					$ -
Kodak CHM 850 S Finisher 5.28 gallons each	1345-103-1889	3	4	$ 0.01	$ 0.04
	G0700122				$ -
KodakCHM Sword Excel Regenerator/Dev 5.28 gallons each		6	6	$ 0.01	$ 0.07
					$ -
Kodak CHM 956 Developer 5.28 gallons each	1345-874-1399	7	7	$ 0.01	$ 0.08
					$ -
Kodak Filter 20" Micron Cotton Dev	1345-056-9350	4	5	$ 9.94	$ 49.70
					$ -
Kodak Filter 10" Micron Cotton Dev	1345-056-9376	4	4	$ 13.70	$ 54.81
Total		**1,024**	**1,226**	**$ 6.19**	**$ 7,586.45**

5-Miscellaneous

Coating **2/28/2017**

uv-k-hs	u68546G	135	$ 6.99	$ 943.65	lbs
Gloss Coating	A11018G	1,400	$ 0.95	$ 1,330.00	lbs
Matte Coating	AQK654D	1,000	$ 1.48	$ 1,480.00	lbs
UV K-HS CP Magenta	00412706C5	12	$ 11.00	$ 132.00	
UV K-HS CP Cyan	00422707C5	10	$ 11.00	$ 110.00	
UV K-HS CP Yellow	00402705C5	7	$ 11.00	$ 77.00	
UV K-HS CP Black	00432708C5	13	$ 11.00	$ 143.00	1-kg can
Total		**2,577**	**$ 1.64**	**$ 4,215.65**	

Inks

Ameristar Process Black Ink			$ 16.06	$ -	
Ameristar Process Cyan Ink			$ 16.06	$ -	
Ameristar Process Yellow Ink			$ 16.06	$ -	
Ameristar Process Magenta Ink			$ 16.06	$ -	
Toyo Hyplus Yellow	00102692CJ	0	$ 3.43	$ -	5 lb cans
Toyo Hyplus Cyan	00122694CJ	0	$ 3.57	$ -	5 lb cans
Toyo Hyplus Black	00132695CJ	0	$ 3.02	$ -	5 lb cans
Toyo Hyplus Magenta	00112693CJ	0	$ 3.80	$ -	5 lb cans
		0			
Total		**0**	**#DIV/0!**	**$ -**	

LS 40" & 28" & 29" Press Parts

EX/ OSCL Ink Form LS40B Rollers	908311		$ 150.00	$ -
EX/ OSCL Ink Form LS40C Rollers	908312		$ 150.00	$ -
EX/ OSCL Ink Form LS40D Rollers	908313		$ 150.00	$ -
EX/ OSCL Ink Form LS40A Rollers	908310		$ 150.00	$ -
EX/ Meter LS40W Roller	908749		$ 150.00	$ -
EX/ Ink Transfer LS40F Roller	905814		$ 150.00	$ -
Water Meter Hydraflo (28") Roller	K0650H		$ 110.00	$ -
D Ink Form (28") Roller	K0643		$ 110.00	$ -
F Ink Distributor (28") Roller	K0645		$ 110.00	$ -
Ink Form POS A (40") Rollers			$ 110.00	$ -
Water Meter POS W (40") Rollers	K0650H		$ 110.00	$ -
Ink Form POS B (40") Rollers	K0651		$ 110.00	$ -
D Ink Form Cocking (28") Rollers	K0652		$ 110.00	$ -
Graphic Lite Color Viening Lamps			$ 40.00	$ -
Parts & Frames, Die Cut, Cutters	Estimated		$ 80.26	$ -
Rollers for LS29"			$ 161.28	$ -

Filters for LS29"			$ 37.26	$ -
Parts LS29"			$ 108.25	$ -
Pumps, Blankets,			$ 49.50	$ -
Total		**0**	**#DIV/0!**	**$ -**

2/28/2017

6-Prisco

Prepress Materials and Press Packings

Force Forty	C819		1	$ 8.69	$ 8.69
FSG (Plate Storage Gum)	C532		1	$ 14.44	$ 14.44
Cyberlube	C807		1	$ 9.54	$ 9.54
Nikka Coated Spray Powder	L300	Bags	7	$ 10.92	$ 76.44
Prisco Plate	Z585			$ 17.00	$ -
Lith Pak .003	I-283			$ 0.80	$ -
Lith Pak .005	I-285			$ 1.23	$ -
Lith Pak .010	I-290		200	$ 3.84	$ 768.00
Lith Pak .006	I-286		100	$ 2.51	$ 251.00
Lith Pak .008	I-288			$ 3.16	$ -
Lith Pak .010	I-290		50	$ 3.67	$ 183.51
P' Lith "Xtreme " 4X	D031		8	$ 66.81	$ 534.48
P' Lith Ecostrip 3X	D009			$ 115.88	$ -
P' Lith "Xtreme " 4X	D031			$ 122.81	$ -
Dry Rolls For Blanket Cleaning	GD82953000			$ 55.00	$ -
prepac 40" 17.0x41.50x2.75	GP96316032		10	$ 73.15	$ 731.50
Prepac 29" 10.78x30.47x 1.85	GP97175015		10	$ 47.86	$ 478.60
3451 U Fountain Concentrate	H446		3	$ 95.85	$ 287.55
Alkaless P	C010		5	$ 131.25	$ 656.25
Powerklene AWS	A685	Gal.	25	$ 21.70	$ 542.50
					$ 4,542.50
Crome Roller Cleaner	C625		1	$ 19.70	$ 19.70
Roller Lube	Q450		1	$ 18.20	$ 18.20
EEZY Klean	C551		0	$ 10.75	$ -
Super Ink-O-Saver	C803		1	$ 7.85	$ 7.85
Blanket Restorer	H090		2	$ 6.93	$ 13.86
Mobil Gear Oil 1SO 68	B747	Gal.	3	$ 12.28	$ 36.84
GO ISO ISO	B745	Gal.	0	$ 12.50	$ -

EP-2 Grease Cart	Q314C			$ 5.86	$ -
Ebony 4x 30.25x30.31 Blanket	D845302530318770 02	each	6	$ 92.53	$ 555.18
Prisma 4x 36.25x41.11 Blanket	D869362541004130 02	each	10	$ 117.61	$ 1,176.10
Total			**445**	**$ 24.52**	**$ 10,912.73**

Rinse Aid	c544-cub	Gal.	10	$ 21.18	$ 211.80
Super Blue		Box		$ 138.00	$ -
Paper Roller Rinse		Qt.		$ 9.50	$ -
Total			**10**	**$ 0.48**	**$ 211.80**
GRAND TOTAL			**455**	**$ 24.45**	**$ 11,124.53**

2/28/2017

7-Shipping Supplies

Packaging & Shipping Materials

Strap Guards	S-764	CT	19	$ 45.78	$ 869.82
Strapping Seals	S-512	CT	21	$ 23.98	$ 503.58
Tape Dispensers/Gun	H-150		19	$ 10.90	$ 207.10
Reinforced Tape	S-1948	Roll	22	$ 63.22	$ 1,390.84
Tape Dispensers/Gun	H-1358		11	$ 347.71	$ 3,824.81
OK-1 Mesh Lifting Gloves	S-3948L		52	$ 7.63	$ 396.76
Super 77 Adhensive	S-515	Cans	25	$ 15.26	$ 381.50
kraft Paper	S-13806	Roll	43	$ 93.74	$ 4,030.82
Nitrile Gloves Powder Free	S-9643L		32	$ 13.08	$ 418.56
Counting Scales	H-1123		4	$ 467.61	$ 1,870.44
Poly Strapping Tensioner	H-540		10	$ 62.13	$ 621.30
Poly Strapping Sealer ½"	H-57		10	$ 42.51	$ 425.10
Poly Strapping Cart	H-39		10	$ 249.61	$ 2,496.10
Poly Strapping	S-811	Coil	41	$ 38.15	$ 1,564.15
Cast Stretch Wrap	S-2186	Roll	32	$ 17.82	$ 570.24
Box	S-12591	11.25x8.75x8	0	$ 0.58	$ -
Box	S-4109	11.25x8.75x10	200	$ 0.65	$ 130.80
Box	S-4175	17.25x11.25x8	100	$ 0.90	$ 90.47
Box		12.5x9.25x9	225		
Box	S-4985	14x9x9	314	$ 0.75	$ 236.16
Box	S-4420	11.25x8.75x6	185	$ 0.56	$ 102.84
Box	S-11373	13x9x9	215	$ 0.77	$ 166.39
Box	S-4955	12.25x9.25x9	250	$ 0.68	$ 168.95
Box	S-4582	6x4x3	300	$ 0.24	$ 71.94
Box	S-2424	14x3.75x2.75	214	$ 0.76	$ 163.28
Box	S-12591	11.25x8.75x8	212	$ 0.62	$ 131.72
Box	S-4747	36x24x4	286	$ 3.26	$ 932.10
Box	S-4124	12x12x8	203	$ 0.74	$ 150.46
Box	S-4485	9x7x7	171	$ 0.63	$ 108.11
Box	S-4427	18x12x6	182	$ 1.09	$ 198.38
Box	S-4608	11x11x7	206	$ 0.65	$ 134.72
Box	S-15047	14x11x8	141	$ 0.87	$ 122.95
Deluxe Polyolefin	S-14980	16x4375	170	$ 201.65	$ 34,280.50
Box	S-4884	12x9x12	159	$ 0.75	$ 119.58
Box	S-4827	24x18x4	153	$ 1.50	$ 230.14
Jumbolope PLE	S-753	9.5x12	1	$ 131.89	$ 131.89
Concrete Installation Hardware	H-2311		2	$ 13.08	$ 26.16
Yellow/Black Safety Tape	S-2183	2"x36Yd	12	$ 535.19	$ 6,422.28
Steel Drum Dolly	H-1234	55 Gal	3	$ 70.80	$ 212.39
Aerosol Super 77-Low VOC	S-18767		31	$ 16.35	$ 506.85

Parking Stop - Gray	H-2309GR	6-Foot	57	$ 72.47	$ 4,131.02
Manual Tape Dispenser	H-725		5	$ 331.48	$ 1,657.40
11¼x8 3/4x10	161704	720	684	$ 0.58	$ 393.98
14 1/8x8 3/4x2	S-11239	392	356	$ 1.00	$ 356.00
20x14x8		215	193	$ 1.20	$ 231.60
17¼x11¼x10		205	157	$ 1.05	$ 164.85
24x10x10		164	664	$ 1.07	$ 710.48
18x12x8		188	146	$ 0.76	$ 110.96
9x6x4		1,819	1,657	$ 0.27	$ 447.39
Square Tubes					$ -
5x5x37	S-1576	159	155	$ 1.91	$ 295.66
3x3x37	S-1579	102	78	$ 1.31	$ 102.31
Total					
Total			**4,348**	**$ 16.79**	**$ 73,011.85**

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
221272S	D S AIR	Standard	In Progress	$97.90
221270S	Team 211 Entertainment	Standard	In Progress	$62.90
221268C	Firestart Creative	Custom	In Progress	$1,189.50
221267S	InBody	Standard	In Progress	$85.50
221266S	ACI PRINTING SERVICES, INC.	Standard	In Progress	$39.48
221265S	ACCUPRINT	Standard	In Progress	$88.50
221264S	SHIRTS PLUS INC DBA CREATI	Standard	In Progress	$10.99
221263C	JRC PRINT & COPY**	Custom	In Progress	$309.00
221262S	bizprint	Standard	In Progress	$10.99
221261C	FIRST IMPRESSION PRINTING	Custom	In Progress	$656.04
221260C	MINUTEMAN PRESS-SAN MA	Custom	In Progress	$1,987.59
221259S	AMADOR LEDGER PRINT (ALP	Standard	In Progress	$10.99
221257S	Hoa Tien / HT Thermographe	Standard	In Progress	$50.94
221256S	PIP PRINTING & MARKETING	Standard	In Progress	$927.00
221255S	Dilbeck Real Estate	Standard	In Progress	$127.47
221254S	Form & Content	Standard	In Progress	$85.50
221253C	Fiesta Ins Corp.	Custom	In Progress	$305.00
221252C	Click and Clear	Custom	In Progress	$63.00
221251S	jlc awards and trophies	Standard	In Progress	$10.00
221250S	Kairos Printing and Productio	Standard	In Progress	$457.89
221249S	M. ALEXANDER INC.	Standard	In Progress	$10.99
221248S	RILI DESIGN/Squid Printing	Standard	In Progress	$13.19
221247S	THREE R PRINTING	Standard	In Progress	$32.90
221246S	THREE R PRINTING	Standard	In Progress	$97.90
221245S	SOUTHLAND MAILING	Standard	In Progress	$306.00
221244S	THREE R PRINTING	Standard	In Progress	$97.90
221243C	HEALTH CHOICES OF CALIFOI	Custom	In Progress	$207.60
221242C	Fiesta Ins Corp.	Custom	In Progress	$10.99
221241S	Form & Content	Standard	In Progress	$88.00
221240C	THE HANIGAN COMPANY	Custom	In Progress	$1,610.00
221239S	LEEDAV-CO INC	Standard	In Progress	$161.00
221238C	Overstreet Associates	Custom	In Progress	$1,529.86
221237C	SLB Printing	Custom	In Progress	$4,145.00
221236S	IMAGE MOVER INC	Standard	In Progress	$57.70
221235S	MEDIA DESIGN	Standard	In Progress	$193.50
221234S	ALPHA GRAPHICS #153	Standard	In Progress	$200.00
221233S	TOTAL ECO SOLUTIONS/Impa	Standard	In Progress	$88.50
221232S	FastSigns Elk Grove	Standard	In Progress	$78.00
221231C	STARNAIL	Custom	In Progress	$745.00
221230S	Hoa Tien / HT Thermographe	Standard	In Progress	$169.50
221229S	HOT OFF THE PRESS	Standard	In Progress	$61.80
221228C	Ben Patino Advertising	Custom	In Progress	$10.99
221227C	MARKETING CREATIVELY	Custom	In Progress	$436.00
221226S	KENNY CHAN	Standard	In Progress	$39.57
221225S	PRO-MOTION IMAGING	Standard	In Progress	$10.99
221224S	ACCUPRINT	Standard	In Progress	$88.50
221223S	ADVANTAGE BUSINESS FORM	Standard	In Progress	$10.99
221222C	Taylor Communications, Inc.	Custom	In Progress	$325.00
221221S	M. ALEXANDER INC.	Standard	In Progress	$10.99
221219C	Taylor Communications, Inc.	Custom	In Progress	$93.50
221218C	Fiesta Ins Corp.	Custom	In Progress	$35.99
221217C	Taylor Communications, Inc.	Custom	In Progress	$93.50
221216C	Taylor Communications, Inc.	Custom	In Progress	$93.50
221215S	HAPPY POTAMUS DESIGNS	Standard	In Progress	$7.69
221214S	InBody	Standard	In Progress	$160.50

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
221213S	Gary Aloyan	Standard	In Progress	$28.08
221212S	ATOMIC DESIGN & CONSULTI	Standard	In Progress	$10.00
221211S	GUERRERO PRINTING	Standard	In Progress	$13.19
221210S	HomeSmart NCG	Standard	In Progress	$82.87
221209S	VAN WYK CONFECTIONS	Standard	In Progress	$169.80
221208S	NEIBAUER PRESSwill	Standard	In Progress	$35.99
221207S	REGULAR BAPTIST PRESS	Standard	In Progress	$46.50
221206S	Team 211 Entertainment	Standard	In Progress	$97.90
221205S	THE DIGITAL GRILL	Standard	In Progress	$145.50
221204S	Team 211 Entertainment	Standard	In Progress	$192.90
221203S	JAMIE MINK	Standard	In Progress	$75.48
221202S	JAMIE MINK	Standard	In Progress	$70.80
221200S	PRINTCO	Standard	In Progress	$10.99
221199S	RILI DESIGN/Squid Printing	Standard	In Progress	$13.19
221198S	Anchor Printing	Standard	In Progress	$75.90
221197S	Loremans' Embroidery, Engra	Standard	In Progress	$10.99
221196S	Loremans' Embroidery, Engra	Standard	In Progress	$10.99
221195S	Loremans' Embroidery, Engra	Standard	In Progress	$10.99
221194S	BillyPreach.com	Standard	In Progress	$65.00
221193S	FACT Magazine	Standard	In Progress	$30.90
221192S	CORCORAN QUALITY GRAPHI	Standard	In Progress	$130.66
221191C	JELMBERG TEAM	Custom	In Progress	$3,100.00
221190S	COLFAX MEADOWS ESTATES	Standard	In Progress	$97.20
221189C	COCO JOJO	Custom	In Progress	$172.30
221188S	IMAGE MOVER INC	Standard	In Progress	$88.50
221187S	MAIL-GRAPHICS PRINTING &	Standard	In Progress	$153.50
221186S	Ralphie Ralph Company	Standard	In Progress	$37.08
221185C	APPEXX PRINTING AND GRAP	Custom	In Progress	$5,450.00
221184S	ABCGRAPHICS	Standard	In Progress	$10.99
221183C	GUY PRINTING & MARKETING	Custom	In Progress	$314.08
221182S	Century 21 Amber Realty	Standard	In Progress	$1,149.80
221181S	ABCGRAPHICS	Standard	In Progress	$10.99
221180S	DAN-D GRAPHICS	Standard	In Progress	$10.99
221179S	COPY PERFECT	Standard	In Progress	$55.00
221178S	Minuteman Press	Standard	In Progress	$152.50
221177C	Fiesta Ins Corp.	Custom	In Progress	$107.97
221176C	Fiesta Ins Corp.	Custom	In Progress	$35.99
221175S	PPM	Standard	In Progress	$387.00
221174S	Baker Boys Distribution	Standard	In Progress	$323.05
221173S	Spitball Studio LLC ***	Standard	In Progress	$108.00
221172C	Fiesta Ins Corp.	Custom	In Progress	$71.98
221171S	Dilbeck Real Estate	Standard	In Progress	$264.00
221170S	PRINTERS WORKSHOP	Standard	In Progress	$10.99
221169S	ALPHA PRINT	Standard	In Progress	$807.32
221167C	Impress Printing***	Custom	In Progress	$3,475.52
221166C	SLB Printing	Custom	In Progress	$1,291.00
221165S	KEN FONG ADVERTISING INC	Standard	In Progress	$23.40
221164S	PATTERSON GRAPHICS CORP	Standard	In Progress	$3,934.42
221163S	DYNAMIC PRESS	Standard	In Progress	$62.90
221162C	THE PRINTING SHOP	Custom	In Progress	$810.00
221161S	Overstreet Associates	Standard	In Progress	$50.00
221160S	S&S Graphics Supply	Standard	In Progress	$10.99
221159S	River Rock Promotions & Prin	Standard	In Progress	$10.00
221158C	LOS ANGELES VALLEY COLLEG	Custom	In Progress	$312.00
221157C	Taylor Communications, Inc.	Custom	In Progress	$387.00

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
221156S	THE PRINTING SHOP	Standard	In Progress	$23.40
221155S	THE PRINTING SHOP	Standard	In Progress	$23.40
221154S	QUICK PRINTING/Alpha Grap	Standard	In Progress	$396.00
221153C	My Color Copies	Custom	In Progress	$2,605.50
221152C	BUSINESS WITH PLEASURE/ID	Custom	In Progress	$804.00
221151S	NATIONAL TEAM ROPING TO	Standard	In Progress	$117.48
221150C	IMAGE MOVER INC	Custom	In Progress	$10.99
221149C	HERO PRESS	Custom	In Progress	$315.00
221148S	ABACUS PRODUCTS INC	Standard	In Progress	$14.95
221147C	Rhino Graphics	Custom	In Progress	$1,008.00
221146S	SOUTHLAND MAILING	Standard	In Progress	$717.25
221145S	PENTECOSTAL MISSIONARY C	Standard	In Progress	$37.20
221144C	STARNAIL	Custom	In Progress	$1,086.00
221143S	EAGLE GRAPHICS	Standard	In Progress	$15.54
221142S	Hoa Tien	Standard	In Progress	$126.00
221141C	SLB Printing	Custom	In Progress	$640.00
221140S	ABC PRINTING	Standard	In Progress	$10.99
221139S	PromoPrompt	Standard	In Progress	$240.06
221138S	COPYBOY PRINTING	Standard	In Progress	$93.50
221137S	Trimco Direct	Standard	In Progress	$48.00
221136S	ABCGRAPHICS	Standard	In Progress	$10.99
221135S	ABCGRAPHICS	Standard	In Progress	$10.99
221133S	MEDIA DESIGN	Standard	In Progress	$291.81
221131S	Soofer Company	Standard	In Progress	$23.40
221130S	RE/MAX BEACH CITIES REALT	Standard	In Progress	$13.19
221129C	HEALTH CHOICES OF CALIFOR	Custom	In Progress	$784.10
221128C	WEST COAST DENTAL	Custom	In Progress	$18.00
221127C	WEST COAST DENTAL	Custom	In Progress	$28.00
221126C	Taylor Communications, Inc.	Custom	In Progress	$95.00
221125C	WEST COAST DENTAL	Custom	In Progress	$74.00
221124C	McDonald Design & Printing	Custom	In Progress	$96.00
221123C	Taylor Communications, Inc.	Custom	In Progress	$95.00
221122C	CREATIVE LINK	Custom	In Progress	$535.00
221121C	WEST COAST DENTAL	Custom	In Progress	$48.00
221120S	TNGAP	Standard	In Progress	$220.00
221119S	HUMAN BEHAVIOR INSTITUT	Standard	In Progress	$13.19
221118C	WEST COAST DENTAL	Custom	In Progress	$64.00
221117C	THOMAS GRAPHICS	Custom	In Progress	$453.00
221116S	PMX Print n Copy Center	Standard	In Progress	$615.00
221115S	Brazilian Professionals, LLC	Standard	In Progress	$170.00
221113S	PRINT PROFESSIONALS	Standard	In Progress	$23.40
221111S	Superior Window Coverings	Standard	In Progress	$323.60
221110S	XTREME GRAFX, LLC	Standard	In Progress	$33.90
221109S	keller Williams Realty	Standard	In Progress	$357.60
221108S	ll graphics	Standard	In Progress	$10.99
221107C	ARMATI PRINTING	Custom	In Progress	$301.78
221106S	THE PRINTING SHOP	Standard	In Progress	$35.99
221105S	HomeSmart NCG	Standard	In Progress	$110.47
221104S	elite marketing	Standard	In Progress	$591.00
221103S	KARAVAN DANCE STUDIOS	Standard	In Progress	$932.40
221102S	PPM	Standard	In Progress	$371.00
221101S	LIGHTHOUSE PRINTING AND	Standard	In Progress	$10.99
221100S	THE PRINTING SHOP	Standard	In Progress	$23.40
221099C	PRINT GIRLS	Custom	In Progress	$537.90
221097C	B2B Print Serivces	Custom	In Progress	$1,255.52

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
221096S	MASTERS OF PRINTING	Standard	In Progress	$97.90
221095S	MEDIA DESIGN	Standard	In Progress	$152.50
221092S	MASTERS OF PRINTING	Standard	In Progress	$97.90
221088C	COCO JOJO	Custom	In Progress	$239.75
221086S	Printing CEO (Division Of Los	Standard	In Progress	$96.00
221084S	PAUL ASSOCIATES PRINTERS	Standard	In Progress	$110.00
221082C	Taylor Communications, Inc.	Custom	In Progress	$810.00
221081S	JOY PRINTING & SIGN	Standard	In Progress	$98.70
221080S	ALPHA PRINT	Standard	In Progress	$85.50
221079C	RENO PRINT STORE	Custom	In Progress	$581.08
221077C	Taylor Communications, Inc.	Custom	In Progress	$294.00
221076S	Dilbeck Real Estate	Standard	In Progress	$180.45
221073C	THREE R PRINTING	Custom	In Progress	$909.17
221072C	Harbortouch	Custom	In Progress	$544.00
221070C	ventura county label	Custom	In Progress	$565.00
221069S	Graphic Ellaments	Standard	In Progress	$145.00
221063S	Hall Letter Shop	Standard	In Progress	$477.10
221061S	Hoa Tien / HT Thermographe	Standard	In Progress	$174.48
221060C	B2B Print Serivces	Custom	In Progress	$1,000.00
221059C	Taylor Communications, Inc.	Custom	In Progress	$590.00
221058S	AMERICAN DIRECT MAIL	Standard	In Progress	$265.00
221056C	KEN MCCORD	Custom	In Progress	$100.00
221055S	Positive Changes	Standard	In Progress	$72.56
221053S	John Scott	Standard	In Progress	$117.48
221052S	AMERICAN DIRECT MAIL	Standard	In Progress	$95.70
221043S	BEAUMONT COPY & GRAPHIC	Standard	In Progress	$501.00
221041S	GOLD NUGGET PRINTING	Standard	In Progress	$1,225.00
221039S	TELEGRAPHICS	Standard	In Progress	$250.00
221033C	IMAGE MOVER INC	Custom	In Progress	$430.00
221032C	SORME TREATMENT COSMET	Custom	In Progress	$500.00
221031C	GRAPHIC SALES WEST, INC.	Custom	In Progress	$756.00
221030S	IMAGE MOVER INC	Standard	In Progress	$177.00
221027C	SLB Printing	Custom	In Progress	$552.00
221026C	My Local Laguna Woods	Custom	In Progress	$1,958.45
221025S	PRINTPAL PROMOTIONS & PF	Standard	In Progress	$335.62
221022S	MAUI PRINTING COMPANY	Standard	In Progress	$132.73
221021C	CREATIVE JUICEZ	Custom	In Progress	$2,799.00
221019S	MMP PRINTING AND MAILIN	Standard	In Progress	$720.00
221017S	GRAFIX UNLIMITED	Standard	In Progress	$85.50
221014C	PrintOffice	Custom	In Progress	$1,175.00
221013S	BAJA PRINTING USA	Standard	In Progress	$544.99
221011C	STARNAIL	Custom	In Progress	$487.00
221010C	Taylor Communications, Inc.	Custom	In Progress	$687.00
221009S	CENTRAL VALLEY BUSINESS F	Standard	In Progress	$325.00
221005S	Nick Wolf Real Estate	Standard	In Progress	$37.08
221003S	PPM	Standard	In Progress	$2,831.59
220999S	RICHARD STABILE	Standard	In Progress	$120.00
220997C	Marena Group LLC.	Custom	In Progress	$1,181.70
220991C	Taylor Communications, Inc.	Custom	In Progress	$169.00
220985S	Hoa Tien / HT Thermographe	Standard	In Progress	$126.00
220971C	EVERYBODY PRINTS.COM	Custom	In Progress	$2,465.00
220970C	Rebekah Keller	Custom	In Progress	$333.61
220969C	Rebekah Keller	Custom	In Progress	$388.80
220968C	Rebekah Keller	Custom	In Progress	$388.80
220967S	AMERICAN DIRECT MAIL	Standard	In Progress	$377.52

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
220964S	Hoa Tien / HT Thermographe	Standard	In Progress	$99.49
220963S	LACrafts	Standard	In Progress	$186.00
220958S	Envision Graphix	Standard	In Progress	$125.00
220954C	IBF Printing	Custom	In Progress	$172.67
220951S	RILI DESIGN/Squid Printing	Standard	In Progress	$52.76
220948S	MEDIA DESIGN	Standard	In Progress	$1,588.50
220943C	Pacific Print and Promo/Mar	Custom	In Progress	$284.11
220936S	HomeSmart NCG	Standard	In Progress	$249.00
220924C	GARZA INDUSTRIES, INC.	Custom	In Progress	$692.00
220921S	VAN WYK CONFECTIONS	Standard	In Progress	$89.40
220910S	PERFECT IMPRESSIONS	Standard	In Progress	$115.00
220903C	ivMedia Inc	Custom	In Progress	$2,105.70
220896C	TemppoVision	Custom	In Progress	$340.00
220891S	elite marketing	Standard	In Progress	$878.00
220890S	John Aaroe Group (Main Acc	Standard	In Progress	$148.47
220887S	Happy Tie Dye	Standard	In Progress	$176.80
220885C	LA CANADA PRINTSMITH & G	Custom	In Progress	$520.00
220876S	ALL VALLEY PRINTING	Standard	In Progress	$435.00
220875C	OMIYAGE / HAPPYSHIRTS	Custom	In Progress	$81.84
220872C	IMAGE MOVER INC	Custom	In Progress	$620.00
220862C	Aspire Vape Co	Custom	In Progress	$205.00
220860C	MODERN VISUAL COMM.	Custom	In Progress	$2,850.00
220859C	PRINT MANAGEMENT USA	Custom	In Progress	$963.00
220854C	PrintOffice	Custom	In Progress	$300.00
220852S	SUPERIOR PRINTERS	Standard	In Progress	$48.00
220847S	MMP PRINTING AND MAILIN	Standard	In Progress	$702.00
220846C	CREATIVE IMPACT AGENCY	Custom	In Progress	$308.00
220841C	Taylor Communications, Inc.	Custom	In Progress	$5,477.00
220839C	COPY2COPY	Custom	In Progress	$325.00
220838C	COPY2COPY	Custom	In Progress	$325.00
220790C	InBody	Custom	In Progress	$27,502.00
220786C	IMAGE MOVER INC	Custom	In Progress	$1,285.00
220780C	Sonic.net	Custom	In Progress	$820.00
220761C	Next Exit Graffics, Inc	Custom	In Progress	$2,185.00
220758C	STARNAIL	Custom	In Progress	$1,220.00
220743C	Rebekah Keller	Custom	In Progress	$564.91
220741C	Black Chip Media	Custom	In Progress	$580.00
220728C	GPO	Custom	In Progress	$713.25
220693C	NATURAL PACK INC.	Custom	In Progress	$1,650.00
220691C	NATURAL PACK INC.	Custom	In Progress	$750.00
220682C	DIABLO WHEELS	Custom	In Progress	$8,000.00
220654C	ARC - Pasadena	Custom	In Progress	$4,895.00
220617C	OC AUTO PAINT SUPPLIES FO	Custom	In Progress	$13.19
220605C	McDonald Design & Printing	Custom	In Progress	$995.31
220429C	Navigators Print & Design, In	Custom	In Progress	$3,726.00
220349C	The Shamrock Companies	Custom	In Progress	$1,142.00
220342C	Marena Group LLC.	Custom	In Progress	$1,750.00
220233S	MEDIA DESIGN	Standard	In Progress	$85.50
220131S	DAVID COLIN/GENESIS/3D GF	Standard	In Progress	$1,867.50
219873C	Westpark PTA	Custom	In Progress	$1,122.00
219723S	PRINT MANAGEMENT USA	Standard	In Progress	$77.90
219583S	MARKEY PRINTING & GRAPHI	Standard	In Progress	$3,488.39
219557S	GOLD NUGGET PRINTING	Standard	In Progress	$88.50
219289C	PrintXpress Corp	Custom	In Progress	$19,487.50
219220S	Larry Newman/ QUALITY PRI	Standard	In Progress	$168.00

IN-progress 03202017

Number_Displ	SO_Client	Pricing_Type	SO_Status_Stored	SubTotal_Taxable_c
219087C	SSCOR, INC.	Custom	In Progress	$90.90
218533C	Color Digital Graphics	Custom	In Progress	$1,904.50
218280C	PRIMEX CLINICAL LABORATO	Custom	In Progress	$9,099.60
218117S	COLFAX MEADOWS ESTATES	Standard	In Progress	$210.00
217600S	PEGASUS MARKETING & DESI	Standard	In Progress	$743.50
216984C	global one discount	Custom	In Progress	$0.00
207015C	Woodland Hills Warner Cente	Custom	In Progress	$8,600.00
				$214,674.02
		Est. Percent Complete		75%
		Est. Work in progress		$161,005.52

Schedule 1.1 (d) Intellectual property

Brand and Trade Name; Color FX	
Domain Names and website:	
ColorFXinc.com Colorfxweb.com Cefex.nt Cefex.ws Cefexweb.com Office ManagerCfxp.info Cfxp.net Cfxpg.com Cfxpg.info Cfxpg.net Cfxps.com Cfxpt.com Colorrfrx.biz Colorfx.co Colorefex.info Colorefex.net Colorfex.com Colorfx.org Colorfx2print.com Colorfx4print.com Colorfcinconline.com Colorfxlive.com Colrfxondemand.com Colorfxonline.com Colorfxpostcard.com Colorfxprinting.com Colorfxprinting.info Colorfxprinting.net Cefx.net Cefx.ws Cefexweb.com Cfxp.info Cfxp.ws Cfxpg.com Cfxpg.info Cfxpg,net Cfxps.com	
All email addresses at XX.Colorfxinc.com	
Know-how and related documentation associated with	

Colorfx's proprietary customer, job, control and integrated website system based on "Filemaker" software"	
Customer Sales and order history captured in the Filemaker and Sage accounting system and hardcopy documentation	
Know-how in repair and maintenance procedures for the acquired assets	

Schedule 1.1 (e) Computer Software

Description	**Function**
SAGE accounting software version XXX, multi-user license XXXX	Accounting
Microsoft Windows operating system site licenses for personal computers	Operating Systems
Apple OS 10 operating system licenses for Apple computing products (ibooks, MACs)	Operating Systems
Microsoft Office Suite site licenses for Word, Excel, PowerPoint, Outlook	Office applications
Abode acrobat reader and distiller site license	Office applications
Abode Illustrator	Pre-press
Adobe Photoshop	Pre-press
Seller developed Filemaker application used for maintenance of the Seller's website order entry and production management.sytems	Sales & Operations
K-Station Software for Komori presses	Production
File maker database management software	Order management
Printer Drivers and utilities for HP, Canon, Xerox	Office applications
Node32 Anti-virus for Apple products	Office applications
EseT Endpoint Anti-virus for PC systems	Office applications
PRINERGY Workflow / Proofing software	**Prepress**

Schedule 1.1(f) Permits

Permit Description	**Transferability**
South Cost AQMD Permit # F89-102 1. PRINTING PRESS, KOMORI, MODEL LS540, FIVE COLOR, 40 INCH MAXIMUM SHEET, 74 HP MAIN DRIVE. 2. INFRARED DRYER, PIERRY, MODEL NO. 2CXHA, WITH FORTY INFRA-RED Heating ELEMENTS, 60 KW, AND THREE EXHAUST BLOWERS, TOTAL 6.5 HP.	**Seller will use best efforts to transfer the permits, to the extent legally possible**
South Cost AQMD Permit # G31181 LITHOGRAPHIC PRINTING PRESS CONSISTING*OF: 1. PRINTING PRESS, KOMORI, MODEL LSX 629(.' S-2945, SERIAL NO. 148, 6-COLOR, 29-INCH SHEET WIDTH, 141 H.P. MAJN DRIVE 2. AQUEOUS COATER UNIT 3. INFRARED DRYER. 23-KW TOTAL 4. ULTRAVIOLET DRYER, 52-KW TOTAL	**Seller will use best efforts to transfer the permits, to the extent legally possible**
City of Los Angeles Sales Tax registration Certificate #962850-26	**Seller will use best efforts to transfer the permits, to the extent legally possible**
California state board of Equalization Sellers Permit #sr-AC 97158752	**No**

Schedule 1.1 (g) Accounts Receivable
As of March 20, 2017

Customer	Amount Due
AIA CORPORATION	2,793.94
AMERICAN SOLUTIONS FOR BUSIB	879.03
BRAZILIAN BLOWOUT	6,430.17
FIESTA INS CORP.	7,317.94
FONTIS SOLUTIONS	98.00
U.S. GOVERMENT PRINTING GPO	546.47
KERIGAN ADVERTISING	1,833.01
KEYSTONE QUALITY PRINTING	188.10
KF STUDIOS	3,523.50
LOS ANGELES VALLEY COLLEGE	82.08
MARKEY PRINTING & GRAPHICS	1,080.00
PRINT MANAGEMENT USA	4,249.73
PROFORMA BUSINESS COMMUNICATIONS	20.22
PROFORMA COLOR PRESS	958.22
PROFORMA COURT ENTERPRISES	140.00
PROFORMA I.D CLARE & COMPANY	1,689.55
SORME TREATMENT	8,805.38
STARNAIL	7,452.07
TAYLOR COMMUNICATIONS, INC.	36,813.34
THE SHAMROCK COMPANIES	326.00
WEST COAST DENTAL	2,472.44
	87,699.19

Schedule 1.1 (i) Deposits

None Related to Acquired assets.

Schedule 1.2

Excluded Assets

ASSET DESCRIPTION	
KODAK MAGNUS Q800 PLATE SETTER	11/25/2015
Real Estate Lease Security Deposit GlenOaks Business Park	$13,974.71
Xerox iGen system	
Xerox Lease #1	
Xerox Lease #2	
Xerox Lease #3	
California State Board of Equalization- Sales tax deposit	Est. $3000.00

Schedule 1.3

Assumed Liabilities

None

Schedule 1.4

Excluded Liabilities

ASSET DESCRIPTION	
Sterling Bank Lease related to KODAK MAGNUS Q800	
Xerox Lease #1	
Xerox Lease #2	
Xerox Lease #3	
Bank of America Lease related to Komori 29”	
Bank of America lease related to Komori 40”	
Bank of America line of credit facility	
Promissory note payable to Spicers	
All trade and accounts payable per Schedule 1.2A	
Lease on Mercedes Benz 550	
Lease on Mercedes Benz glk350	

Schedules to Asset Purchase Agreement by and Between AMC Acquisition LLC and Color FX, Inc.

Schedule 1.4A

Excluded Liabilities

Trade and Accounts Payable

Color FX, Inc.
Aged Payables
As of Mar 13, 2017

Vendor	#	nt	e	e	0 - 30	31 - 60		Over 90 Days	Amount Due
8 NET, INC.					$ 272,670.01	$ 68,399.93	$ -	$ 9,107.38	$ 350,177.32
A & D OFFICE SYSTEMS					$ 692.85	$ -	$ -	$ -	$ 692.85
ACCESS CONSULTING GF					$ 3,511.00	$ -	$ -	$ 38,275.00	$ 41,786.00
ACME MAILING PROFESS					$ 581.90	$ -	$ -	$ -	$ 581.90
ADVANCE COMPUTER C.					$ 2,100.00	$ -	$ -	$ -	$ 2,100.00
AMERICAN EXPRESS					$ 619.09	$ -	$ -	$ -	$ 619.09
ARROW LAMINATING IN					$ 177.23	$ 200.00	$ -	$ -	$ 377.23
ASSURED COMPLIANCE					$ 145.00	$ -	$ -	$ 580.00	$ 725.00
B. J. BINDERY, INC.					$ 5,476.00	$ -	$ -	$ -	$ 5,476.00
BANK OF AMERICA					$ 22,609.58	$ -	$ -	$ -	$ 22,609.58
BANK OF AMERICA - CC					$ -	$ -	$ -	$ 323,870.89	$ 323,870.89
BANK OF AMERICA					$ 514.15	$ -	$ -	$ -	$ 514.15
BOARD OF EQUALIZATIC					$ 313.00	$ 11,302.00	$ -	$ 22,000.00	$ 33,615.00
BOTTCHER AMERICA CO					$ -	$ -	$ -	$ 539.20	$ 539.20
CAPITAL ONE BANK (US/					$ 765.20	$ 44,204.74	$ -	$ 11,756.26	$ 56,726.20
CASE PAPER COMPANY,					$ 28,434.15	$ -	$ -	$ -	$ 28,434.15
CHASE					$ 12,173.42	$ -	$ -	$ 15,500.00	$ 27,673.42
CHASE CARD 9292					$ -	$ -	$ -	$ 2,500.00	$ 2,500.00
DFS, INC.					$ 3,373.00	$ 2,267.00	$ -	$ -	$ 5,640.00
EXXON MOBIL					$ 451.99	$ -	$ -	$ -	$ 451.99
FLEXABLE GRAPHIC SOLU					$ -	$ -	$ -	$ 381.25	$ 381.25
GLOBAL CONTACT INT'L,					$ -	$ 250.00	$ -	$ -	$ 250.00
GRAINGER, INC.					$ 68.20	$ -	$ -	$ -	$ 68.20
GRAPHIC ARTS ALLIANC					$ -	$ 500.00	$ -	$ -	$ 500.00
GRAPHICS BINDERY					$ -	$ -	$ -	$ 85.00	$ 85.00
GWI - GREAT WESTERN I					$ 27,428.91	$ 16,272.95	$ -	$ 4,229.86	$ 47,931.72
HARRIS & BRUNO INTER					$ 392.45	$ -	$ -	$ -	$ 392.45
J. E. HALLIDAY SALES, IN					$ 1,406.66	$ -	$ -	$ -	$ 1,406.66
JIBOA RULE DIE					$ 3,870.00	$ 1,700.00	$ -	$ 4,699.99	$ 10,269.99
JJ FOIL COMPANY					$ 25,640.00	$ 6,360.00	$ -	$ -	$ 32,000.00
KOMORI AMERICA CORP					$ 2,853.37	$ 1,535.69	$ -	$ -	$ 4,389.06
L.A. ENVELOPE, INC.					$ 1,362.00	$ 3,952.50	$ -	$ -	$ 5,314.50
LEE JENNINGS TARGET E					$ 3,298.42	$ -	$ -	$ -	$ 3,298.42
LEONCIO RODRIGUEZ - L					$ -	$ 100.00	$ -	$ 250.00	$ 350.00
MIDLAND PAPER COMP/					$ 1,568.00	$ -	$ -	$ 1,620.00	$ 3,188.00
MP PRINTING & MAILIN					$ 3,045.84	$ 1,007.73	$ -	$ -	$ 4,053.57
NORTH AMERICAN PUBL					$ 1,740.00	$ -	$ -	$ -	$ 1,740.00
NICOAT					$ 20,136.85	$ 7,979.90	$ -	$ 2,051.55	$ 30,168.30
PACIFIC GRAPHIC SUPPL					$ 1,811.04	$ -	$ -	$ -	$ 1,811.04
PRINTING INDUSTRIES B					$ 8,392.39	$ -	$ -	$ -	$ 8,392.39
PRIME LINEN					$ 294.00	$ -	$ -	$ -	$ 294.00
PRINTERS SERVICE, INC.					$ 14,768.33	$ -	$ -	$ -	$ 14,768.33
PROFORMA					$ -	$ -	$ -	$ 791.93	$ 791.93
QUADRIGA USA ENTERP					$ 411.00	$ -	$ -	$ -	$ 411.00
RED LINE COURIER SERV					$ 734.35	$ 1,027.71	$ -	$ 332.53	$ 2,094.59
ROSS BINDERY, INC.					$ 7,449.82	$ 5,820.85	$ -	$ 3,909.79	$ 17,180.46
HEYDARI & ASSOCIATES,					$ -	$ -	$ -	$ 21,795.25	$ 21,795.25
SCMH, INC.					$ -	$ 1,165.79	$ -	$ -	$ 1,165.79
SPICERS PAPER INC.					$ 38,874.05	$ 11,331.19	$ -	$ 511.29	$ 50,716.53
TARGET EXPRESS INC.					$ -	$ 156.37	$ -	$ -	$ 156.37
THREE R PRINTING, INC.					$ -	$ -	$ -	$ 590.00	$ 590.00
TOYO INK AMERICA INC					$ 36,638.37	$ 14,243.98	$ -	$ -	$ 50,882.35
UPS					$ 11,714.19	$ -	$ -	$ -	$ 11,714.19
UPS FREIGHT					$ 12,156.61	$ -	$ -	$ -	$ 12,156.61
VERITIV OPERATING CO					$ 1,865.25	$ -	$ -	$ 83,092.46	$ 84,957.71
WESTERN CONVERTING					$ -	$ -	$ -	$ 300.00	$ 300.00
WESTERN EXTERMINAT(					$ -	$ 88.50	$ -	$ 177.00	$ 265.50
XEROX DIGITAL					$ 6,877.93	$ 5,680.33	$ -	$ -	$ 12,558.26
XEROX CAPITAL SERVICE					$ 16,687.58	$ -	$ -	$ 8,343.79	$ 25,031.37
					$ 606,093.18	$ 205,547.16	$ -	$ 557,290.42	$ 1,368,930.76

Schedule 2.3 Purchase Price Allocation

To be completed promptly after settlement attach IRS form 8594

Schedule 4.4(a) Consents

See schedule 1(f) for transferability of required permits

Schedule 4.7 Taxes

A) IRS and California Franchise tax board annual tax returns for the Year ended 12/31/2016 have been extended. The returns are projected to be filed by September 15, 2017

B) Sales tax payable to the California State Board of Equalization is unpaid for the quarters ended 12/31/2016 and 3/31/2017 in the approximate amount of $50,000.

Schedule 4.9 Seller's Contracts and Cure Amounts

Seller has no customer contracts, other than current customer orders, currently in Work in Progress. See Schedule 1.1(b)-1 for Jobs in Progress **See Schedule 1.1(b) Assigned Contracts – Customer,**

Schedule 4.10(a) Title to Intellectual Property

See Schedule 1.1 (d) Intellectual property for list of intellectual property. Certain Software licenses are subject to a license for use and may not be fully transferrable. .See schedule 1.1(e)

Schedule 4.10(b) Intellectual Property Matters

No exceptions

Schedule 4.10(c) Intellectual Property Proceedings

None

Schedule 4.10(d) Claims Relating to Intellectual Property Rights

No exceptions

Schedule 4.11 Sales Statement

Month	Sales (in Thousands)
Jan-15	$ 454
Feb-15	$ 480
Mar-15	$ 629
Apr-15	$ 546
May-15	$ 660
Jun-15	$ 572
Jul-15	$ 704
Aug-15	$ 578
Sep-15	$ 717
Oct-15	$ 803
Nov-15	$ 605
Dec-15	$ 1,270
Total 2015	$ 8,018
Jan-16	$ 442
Feb-16	$ 564
Mar-16	$ 732
Apr-16	$ 692
May-16	$ 737
Jun-16	$ 593
Jul-16	$ 568
Aug-16	$ 721
Sep-16	$ 657
Oct-16	693
Nov-16	748
Dec-16	561
Total 2016	$ 7,709

Schedule 10.3(d) Key Employees

Employee name	Department
Alenoush Housepian	Financial / office manager
Hamlet Tanahan	Sales Director
"Doug"ery Loera	Production and Shop floor superintendent
Mariela Carranza	Sales
Mark Russell	Customer Service
Karineh Boghozian	Estimating Mgr.
Yeraldin Gamma	Customer Service
Robert W. Crawford	Sales
Sazed Ul Alam	Marketing / Website-Internal SEO
Richard Sessions	Lead Prepress Operator

Schedule 12.7 Broker's and Finder's fees

Seller has employed a broker to represent seller in the sale of Seller's assets. The retained Firm is Falco Sult, based in Seattle USA specializing in the printing industry. Seller is solely responsible its Broker fees.

Schedule 13.1 Permitted Liens

No exceptions