

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Victor A. Sahn (CA Bar No. 97299) <i>vsahn@sulmeyerlaw.com</i> David S. Kupetz (CA Bar No. 125062) <i>dkupetz@sulmeyerlaw.com</i> Claire K. Wu (CA Bar No. 295966) <i>ckwu@sulmeyerlaw.com</i> SulmeyerKupetz A Professional Corporation 333 South Grand Ave, Suite 3400 Los Angeles, California 90071 Telephone: 213.626.2311 Facsimile: 213.629.4520 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: collab9, LLC, Debtor and Debtor in Possession	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: COLLAB9, LLC, a Delaware limited liability company, <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 2:21-bk-12222-ER CHAPTER: 11 <div style="text-align: center; padding: 20px;"> NOTICE OF SALE OF ESTATE PROPERTY </div>
Sale Date: May 20, 2021	Time: 10:00 a.m.
Location: Courtroom 1568 (Appearances By Telephone Only) 255 East Temple Street Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private

Last date to file objections: May 7, 2021 at 5:00 p.m. (PT)

Description of property to be sold:

The Debtor is pursuing the sale of all or substantially all of its assets and the assignment of various executory contracts, including but not limited to software and hardware data center and connectivity contracts, Network Operations Center custom-built to FedRAMP DOD IL5 requirements and its associated lease, vendor and customer contracts, the FedRAMP authorization and associated intellectual property, other contract rights and other assets related to or necessary to operate its business, but excluding cash and causes of action arising under chapter 5 of the Bankruptcy Code and not including any other excluded assets identified by the Debtor (the "Assets"), in each case free and clear of all liens, claims and encumbrances thereon.

Terms and conditions of sale:

See attached Bidding Procedures Order.

An amount not less than \$1,000,000.

Proposed sale price: See attached Bidding Procedures Order.

Overbid procedure (if any):

See attached Bidding Procedures Order.

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

May 20, 2021
10:00 a.m. (prevailing Pacific Time)
Courtroom 1568
(Appearances By Telephone Only)
255 East Temple Street
Los Angeles, CA 90012

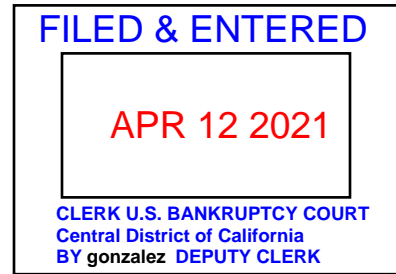
Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Victor A. Sahn (CA Bar No. 97299)
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Date: April 14, 2021



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7 Attorneys for collab9, LLC,
8 Debtor and Debtor in Possession

CHANGES MADE BY COURT

9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **LOS ANGELES DIVISION**

12 In re
13 COLLAB9, LLC, a Delaware limited liability
company,
14
15 Debtor.

Case No. 2:21-bk-12222-ER

Chapter 11

**ORDER ON DEBTOR'S MOTION
(I) ESTABLISHING BIDDING AND SALE
PROCEDURES; (II) SCHEDULING
AUCTION AND SALE HEARING; AND
(III) GRANTING RELATED RELIEF**

Date: April 8, 2021
Time: 2:00 p.m.
Place: Courtroom 1568
255 East Temple Street
Los Angeles, CA 90012

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This matter coming before the Court on the motion (the “Motion”)¹ [Dkt. No. 55] of collab9, LLC, the above-captioned debtor and debtor in possession (the “Debtor”), for the entry of an order pursuant to sections 105, 362, 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the “Bankruptcy Rules”), and Rules 6004-1, 9013-1, and 9075-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California (the “Local Rules”): (i) approving procedures in connection with the auction and sale of the Debtor’s Assets; (ii) scheduling the related auction and hearing to consider approval of sale; and (iii) granting related relief; the Court having found that (a) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (d) notice of the Motion was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate and its creditors; and good and sufficient cause having been shown;

IT IS FURTHER FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). The statutory predicates for the relief sought herein are 11 U.S.C. §§ 105, 363, 364, 365 and Fed. R. Bankr. P. 2002, 6004, 6006, 9008, 9014 and 9019. Venue of these Cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The Debtor has offered good and sufficient reasons for, and the best interests of its estate will be served by, this Court granting the Motion to the extent provided in this Order, including approval of (i) the Bidding Procedures, attached hereto as Exhibit 1, (ii) the procedures described below for the determination of the amounts necessary to cure defaults under the Assumed and Assigned Agreements so as to permit the assumption and assignment under section 365 of the

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion. The Motion appears at Dkt. No. 55.

1 Bankruptcy Code of the Assumed and Assigned Agreements, and (iii) the form and manner of notice
2 of the Auction and Sale Hearing described in the Motion and this Order.

3 C. Good and sufficient notice of the relief sought in the Motion has been given under the
4 circumstances, and no further notice is required except as set forth herein with respect to the Auction
5 and the Sale Hearing. Subject to the immediately preceding sentence, a reasonable opportunity to
6 object or to be heard regarding the relief requested in the Motion was afforded to all interested persons
7 and entities. There was no objection filed to the relief sought in the Motion with regard to bidding
8 procedures, scheduling of deadlines, the Auction, and the sale hearing, and related relief with respect
9 to sale procedures (the "Bidding Procedures Motion"). On April 5, 2021, Avaya Inc. ("Avaya") filed
10 a *Reservation of Rights of Avaya Inc. Relating to Debtor's Bidding Procedures Motion* (the
11 "Reservation of Rights") [Dkt. No. 68]. Avaya did not object to the Bidding Procedures Motion, but
12 "out of an abundance of caution ... reserves its rights as it relates to the [Bidding Procedures]
13 Motion's request for approval of any proposed sale arising from such procedures." *Reservation of*
14 *Rights*, at 2.

15 D. In accordance with Local Rules 6004-1(b) and 9075-1, the Debtor has properly filed
16 and noticed the Motion. The issuance and immediate effectiveness of this Order as of the date hereof,
17 including approval of the Bidding Procedures, is supported by evidence of compelling business
18 justifications and other circumstances demonstrating that the relief granted by this Order is necessary
19 to avoid immediate and irreparable harm to the Debtor and the Estate.

20 E. The proposed notice of the Auction, the Sale Hearing and the Bidding Procedures, as
21 set forth in the Motion and this Order, is appropriate and sufficient, and is reasonably calculated to
22 provide all interested parties with timely and proper notice of the Auction, the Sale Hearing and the
23 Bidding Procedures, and no other or further notice shall be required for a Sale Transaction or the
24 assumption and assignment of executory contracts and unexpired leases.

25 F. The Sale Process is reasonable and sufficient under the circumstances of this chapter
26 11 case.

27 G. The Bidding Procedures were proposed and presented in good faith.

28 H. The Bidding Procedures are reasonably designed to maximize value for the Estate.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Bidding Procedures Motion is GRANTED, and the Court's Amended Tentative Ruling which has been filed by the Court as its final ruling [Dkt. No. 75], is incorporated herein by reference.

2. The Bidding Procedures, as attached as Exhibit 1 hereto, are hereby approved, are incorporated herein by reference, and shall govern all bids and bid proceedings in connection with the potential Sale Transaction. The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

3. The form of Asset Purchase Agreement attached to the Bidding Procedures is hereby approved.

4. The deadline for submitting a Qualified Bid shall be May 17, 2021, at 5:00 p.m. (the "Bid Deadline"), subject to extension in accordance with the Bidding Procedures.

5. All bidders submitting a Qualified Bid are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auction, the terms and conditions of any Sale Transaction, and the transfer of any Assets.

6. The Auction, if necessary, will be conducted on Zoom by the Debtor's bankruptcy counsel on May 18, 2021, at 1:00 p.m. (prevailing Pacific Time), or such other time and place as the Debtor may notify Qualified Bidders, the Debtor's secured lender, and Avaya. Only Qualified Bidders will be permitted to participate in the Auction. Avaya will be allowed to observe the Auction, whether or not it is a Qualified Bidder. In the event the Debtor adjourns the Auction, the Debtor shall file a notice setting forth the adjournment.

7. Each Qualified Bidder participating at the Auction will be required to confirm in writing that (a) it has not engaged in any collusion with respect to the bidding process, and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder.

8. The Auction will be conducted openly and will be transcribed or videotaped.

9. The Debtor shall file a report with the Court regarding the results of the Auction, if any, on May 19, 2021.

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1 10. The Court shall convene the Sale Hearing on May 20, 2021, at 10:00 a.m. (prevailing
2 Pacific Time) or as soon thereafter as counsel and interested parties may be heard, at which time the
3 Court will consider approval of a Sale Transaction to the Successful Bidder and the entry of the Sale
4 Order. At the Sale Hearing, the Debtor will seek the entry of the Sale Order approving and
5 authorizing the Sale to the Successful Bidder. The Debtor may adjourn the Sale Hearing by filing a
6 notice of the adjournment or by announcement at the Sale Hearing.

7 11. Objections to approval of a Sale Transaction, including the sale of substantially all of
8 the Debtor's assets free and clear of liens, claims, encumbrances and interests pursuant to section
9 363(f) of the Bankruptcy Code, must be in writing, state the basis of such objection with specificity
10 and be filed with this Court and served so as to be received on or before 5:00 p.m. (prevailing Pacific
11 Time) on May 7, 2021 (the "Objection Deadline") by: (a) Debtor's counsel; (b) the U.S. Trustee; and
12 (c) the Debtor's secured lender (collectively, the "Notice Parties"). Failure to timely file an objection
13 in accordance with this Order shall forever bar the assertion of any objection to the entry of the Sale
14 Order(s), or consummation of a Sale Transaction(s), and shall be deemed to constitute consent to
15 entry of the Sale Order(s) and consummation of the Sale Transaction(s) and all transactions related
16 thereto including, without limitation, for purposes of section 363(f) of the Bankruptcy Code.

17 12. Replies to any objections to the Sale shall be filed no later than May 14, 2021.

18 13. By no later than April 16, 2021, the Debtor will file and serve notice of the Cure
19 Schedule. The Cure Schedule will include a description of each executory contract and unexpired
20 lease potentially to be assumed and assigned by a potential buyer and the amount, if any, the Debtor
21 believes is necessary to cure such agreements pursuant to section 365 of the Bankruptcy Code (the
22 "Cure Costs"). A copy of the Cure Schedule, together with an assumption and assignment notice (the
23 "Assumption and Assignment Notice") will be served on each of the non-debtor parties listed on the
24 Cure Schedule by first class mail and/or email on the date that the Cure Schedule is filed with the
25 Court.

26 14. Objections to (a) the Cure Costs set forth in the Cure Schedule, and (b) the assumption
27 and assignment of any executory contract or unexpired lease identified in the Cure Schedule, must
28 be in writing, state the basis of such objection with specificity and be filed with the Court, and be

1 actually received on or before May 7, 2021, by the Notice Parties; *provided, however*, that the Debtor
2 shall file a notice identifying the Successful Bidder(s) and Next Best Bidder with the Court and serve
3 such notice upon each party identified in the Cure Schedules that requests such notice in writing
4 (including by e-mail to Debtor's counsel), and the deadline for objecting to the assignment of the
5 Assumed and Assigned Agreements to such Successful Bidder or Next Best Bidder on the basis of
6 adequate assurance of future performance shall be the commencement of the Sale Hearing.

7 15. The form of the Auction and Hearing Notice and the Assumption and Assignment
8 Notice submitted by the Debtor with the Motion are hereby approved and are appropriate and sufficient
9 for all purposes and no other or further notice shall be required if the Debtor serve such notices in the
10 manner provided in the Motion and this Order. No finding or ruling is made in this Order as to the
11 merits of any motion for approval of the Sale. Within two (2) business days following the entry of
12 this Order or as soon thereafter as practicable, the Debtor shall cause the Auction and Hearing Notice
13 to be served upon, without limitation: (a) the office of the United States Trustee (the "U.S. Trustee");
14 (b) all parties who have asserted a lien or security interest against any of the Assets; (c) all parties to
15 the Debtor's executory contracts and unexpired leases that may be assumed and assigned in
16 connection with the Sale; (d) the Internal Revenue Service; (e) all parties requesting notice in this
17 chapter 11 case; and (f) all other creditors of the Debtor.

18 16. Within 48 hours of the Auction, the Debtor shall provide financial information to
19 demonstrate that any Successful Bidder or Next-Highest Bidder, as applicable, can provide adequate
20 assurance of future performance under section 365 of the Bankruptcy Code to those counterparties
21 who have (i) submitted a written request (which may be by e-mail to Debtor's counsel) for such
22 information, and (ii) confirmed in writing (by e-mail is acceptable) their agreement to keep such
23 information strictly confidential and use it solely for the purpose of evaluating whether the bidder has
24 provided adequate assurance of future performance under the counterparty's contract or lease;
25 *provided, however*, that the Successful Bidder or Next-Highest Bidder, as applicable, may require the
26 counterparties to execute confidentiality agreements prior to the remittance of any confidential, non-
27 public information.

1 17. All Interested Parties (whether or not Qualified Bidders) that participate in the Bidding
2 Process shall be deemed to have knowingly and voluntarily (a) consented to the entry of a final order
3 by this Court in connection with the Motion or this Order (including any disputes relating to the Bidding
4 Process, the Auction, and/or the Sale) to the extent that it is later determined that the Court, absent
5 consent of the parties, cannot enter final orders or judgments in connection herewith consistent with
6 Article III of the United States Constitution, and (b) waived any right to jury trial in connection with
7 any disputes relating to the any of the foregoing matters.

8 18. The requirements set forth in Local Rules 6004-1 and 9013-1 are hereby satisfied or
9 waived.

10 19. Notwithstanding any applicability of Bankruptcy Rule 6004(h), 6006(d), 7062 or
11 9014, this Order shall be immediately effective and enforceable upon entry of this Order. All time
12 periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

13 20. The Debtor may discontinue the marketing and sale process at any time. If the Debtor
14 elects to discontinue the marketing and sale process prior to the Sale Hearing, the Debtor shall file a
15 notice of termination with the Court.

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

18 **IT IS SO ORDERED.**

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24 Date: April 12, 2021

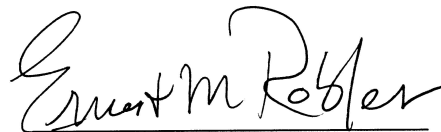
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Ernest M. Robles
United States Bankruptcy Judge

EXHIBIT 1

Bidding Procedures

SulmeyerKupetz, A Professional Corporation
333 SOUTH GRAND AVENUE, SUITE 3400
LOS ANGELES, CALIFORNIA 90071
TEL 213.626.2311 • FAX 213.629.4520

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BIDDING PROCEDURES

Set forth below are the bidding procedures (the “Bidding Procedures”) to be used with respect to the sale or disposition (the “Sale”) of the Assets (as defined below) of, collab9, LLC (the “Debtor”).

Additional information regarding the Debtor and Assets can be obtained by contacting Kevin Schatzle at kschatzle@collab9.com or by contacting the Debtor's bankruptcy counsel.

I. Description of the Assets to be Sold

The Debtor is pursuing the sale of all or substantially all of its assets and the assignment of various executory contracts, including but not limited to software and hardware data center and connectivity contracts, Network Operations Center custom-built to FedRAMP DOD IL5 requirements and its associated lease, vendor and customer contracts, the FedRAMP authorization and associated intellectual property, other contract rights and other assets related to or necessary to operate its business, but excluding cash and causes of action arising under chapter 5 of the Bankruptcy Code (as defined below) and not including any other excluded assets identified by the Debtor (the “Assets”), in each case free and clear of all liens, claims and encumbrances thereon.

II. Confidentiality Agreement

Unless otherwise ordered by the Bankruptcy Court for cause shown, in order to participate in the Bidding Process (as defined below), each person or entity must enter into (unless previously entered into) with the Debtor, on or before the Bid Deadline (as defined below), an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtor (the “Confidentiality Agreement”). Each person or entity that enters into the Confidentiality Agreement with the Debtor on or before the Bid Deadline is hereinafter referred to as a “Potential Bidder.”

After a Potential Bidder enters into the Confidentiality Agreement with the Debtor, the Debtor shall deliver or make available (unless previously delivered or made available) to each Potential Bidder certain designated information (including, if applicable, financial data) with respect to the Debtor and its Assets.

III. Determinations by the Debtor

The Debtor shall (a) coordinate the efforts of Potential Bidders in conducting their respective due diligence, (b) evaluate proposals from Potential Bidders, (c) negotiate revisions to bids received, and (d) make such other determinations as are provided in these Bidding Procedures (collectively, the “Bidding Process”). The representatives of the Debtor who shall engage in this process shall be the Debtor's CEO, the Debtor's Independent Director, and the Debtor's bankruptcy counsel.

IV. Due Diligence

Up to and including the Bid Deadline (as defined below) (such period, the “Diligence Period”), the Debtor shall afford any Potential Bidder such available due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtor determines to be reasonable and appropriate under the circumstances. The Debtor has designated its CEO, Kevin Schatzle, to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders.

The Debtor shall not be required to provide information it deems overly burdensome or sensitive.

Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Debtor and its Assets in conjunction with submitting its Bid (as defined below).

V. Bid Deadline

A Potential Bidder that desires to make a Bid shall deliver its Bid by email to the Debtor and the Debtor's bankruptcy counsel by no later than **May 17, 2021, at 5:00 p.m.** (prevailing Pacific Time) (the "Bid Deadline"). The Debtor may extend the Bid Deadline for any and all Potential Bidders up to the beginning of the Auction.

VI. Bid Requirements

All bids (each hereinafter, a "Bid", and collectively, the "Bid Requirements"), must:

- (i) set forth the proposed sale transaction (a "Sale Transaction") with specificity, and, it must set forth with specificity the Assets (including the specific executory contracts and unexpired leases) such Potential Bidder wishes to bid on and the liabilities and obligations (including applicable cure costs) to be assumed by the Potential Bidder in the Sale Transaction;
- (ii) include the following:
 - (A) a duly executed asset purchase agreement (the "APA") and the applicable schedules and exhibits;
 - (B) a redline of the APA marked to reflect any proposed amendments and modifications to the form asset purchase agreement appended to these Bidding Procedures;
- (iii) acknowledge that the bid is binding and irrevocable until the earlier of (i) June 10, 2021, or (ii) or one (1) business day following closing of an alternative sale transaction involving the Assets;
- (iv) provide that such Bid is not subject to any due diligence or financing contingency;
- (v) provide that the Potential Bidder agrees to serve as a backup bidder (the "Next-Highest Bidder") if the Potential Bidder's Qualified Bid (as defined below) is designated by the Debtor as the next highest and best bid after the Successful Bid (as defined below) (the "Next-Highest Bid");
- (vi) be accompanied by adequate assurance of future performance information (the "Adequate Assurance Information"), including, without limitation: (i) the name of the prospective bidder and the relationship of the proposed assignee to the prospective bidder (if not the prospective bidder), and the proposed trade-name under which the assignee intends to operate any leased premises if not a current trade-name of the Debtor; (ii) the proposed assignee's intended use for any leased premises if different from the present operation; (iii) if available, audited financial statements and annual reports of the Potential Bidder and any other assignee for the past two (2) years; (iv) if available, cash flow projections for the proposed assignee, and any financial projections, calculations and/or pro forma financial statements prepared in contemplation of purchasing the assets, including obtaining assignments of executory contracts; (v) a contact person

for the proposed assignee whom non-Debtor parties may contact directly in connection with adequate assurance of future performance; and

- (vii) as and to the extent applicable, be accompanied by a proposed Letter of Intent sufficient for purposes of any required filing under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “HSR Act”) and a statement indicating that the Potential Bidder would cover any filing fees under the HSR Act;
- (viii) be in an amount not less than \$1,000,000 (the Debtor's secured lender shall be entitled to credit bid the full amount of its secured debt); and
- (ix) be accompanied by (a) a deposit in the form of a wire transfer to be sent to a trust account of the Debtor's bankruptcy counsel in the amount of ten percent (10%) of the Bid, which funds will be maintained in the Debtor's bankruptcy counsel's trust account (a “Good Faith Deposit”) and (b) written evidence, documented to the Debtor's satisfaction, that demonstrates the Potential Bidder has available cash and/or a commitment for financing if selected as the Successful Bidder (as defined below) and such other evidence of ability to consummate the transaction(s) as the Debtor may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals. The Debtor reserves the right to increase the Good Faith Deposit for one or more Qualified Bidders (as defined below) in its reasonable discretion.

The Debtor will review each Bid to determine whether it meets the requirements set forth above. A Bid received from a Potential Bidder that meets the requirements of these Bidding Procedures or is otherwise satisfactory to the Debtor, will be considered a “Qualified Bid” and each Potential Bidder that submits a Qualified Bid will be considered a “Qualified Bidder.”

A Qualified Bid will be valued by the Debtor based upon any and all factors that the Debtor reasonably deems pertinent, including, among others, (a) the value of the Qualified Bid, (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder, (c) any excluded assets or executory contracts and leases, and (d) any other factors that the Debtor may reasonably deem relevant.

The Debtor reserves the right to reject any Bid if such Bid, among other things:

- (a) requires any indemnification of the Potential Bidder in its APA;
- (b) is not received by the Bid Deadline;
- (c) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets; or
- (d) does not, in the Debtor's determination include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtor's Estate.

A Qualified Bid must, as a requirement for any Sale of the Assets, provide that the Debtor shall assume and assign to Purchaser and Purchaser shall continue to perform under the Debtor's executory contracts (and shall perform all obligations thereunder without making changes to the terms, conditions, or pricing) with the following customers of the Debtor:

- **Verizon (HHS)**
- **Presidio (CBP, SubCom, COPA, DNFSB, Concordia)**
- **Westcon/Synnex (Colorado Statewide Internet Portal, Center for Autism and Related Disorders, Ala Carte Entertainment)**
- **Rose, Snyder & Jacobs LLP**
- **Futron**
- **Qbase/Finch Computing**

Further, as a requirement for any sale of the Assets, a Qualified Bid must, with respect to the Debtor's customers not identified immediately above and to the extent Purchaser does not assume executory contracts with such customers not listed immediately above, provide that Purchaser shall provide such customers with transition assistance off the Debtor's system and shall not terminate any such customer's service until the earlier of (i) the date on which such customer's service has been transitioned to another service provider, or (ii) 90 days following the Closing Date.

Additionally, in order for a bidder to be considered a Qualified Bidder, the bidder must either have or be able to acquire or maintain collab9's FedRAMP authorization which is currently in process.

The Debtor may, among other things, (i) extend the Bid Deadline, (ii) postpone the Auction, and/or (iii) cancel the Auction and marketing process.

VII. Auction

Unless otherwise ordered by the Bankruptcy Court for cause shown, only the Qualified Bidders are eligible to participate at the Auction (as defined below). At least one (1) day prior to the Auction, each Qualified Bidder must inform the Debtor in writing whether it intends to participate in the Auction. If the Debtor receives only one Qualified Bid with regard to any particular Assets (or all of the Assets), (a) the Debtor shall not hold an Auction with respect to such Assets; (b) the Qualified Bid, as applicable, will be deemed the Successful Bid with respect to such Assets; and (c) the Qualified Bidder will be named the Successful Bidder with respect to such Assets.

If at least two Qualified Bids are received by the Bid Deadline with regard to any particular Assets, the Debtor will conduct an auction (the "Auction") with respect to such Assets and shall determine which Qualified Bid is the highest or otherwise best Qualified Bid for the relevant Assets (the "Starting Bid"), which determination will be communicated to Qualified Bidders prior to the commencement of the Auction. The Auction shall take place on **May 18, 2021 at 1:00 p.m.. (prevailing Pacific Time)** and shall be conducted by the Debtor's bankruptcy counsel, SulmeyerKupetz, on Zoom, or such other time, place, or manner as the Debtor shall designate and notify to all Qualified Bidders who have submitted Qualified Bids. Professionals and principals for the Debtor, the Debtor's secured lender, and each Qualified Bidder shall be able to attend and observe the Auction, along with any other parties the Debtor deems appropriate.

Each Qualified Bidder participating in the Auction will be required to confirm, in writing, and on the record at the Auction, that (a) it has not engaged in any collusion with respect to the Bidding Process, and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder.

Bidding at the Auction for the Assets that are subject to Qualified Bids will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least

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one Subsequent Bid (defined below) is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder's immediately prior Qualified Bid (a "Subsequent Bid") and (ii) the Debtor reasonably determines that such Subsequent Bid is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below). Each Subsequent Bid at the Auction shall provide net value to the estate of at least \$50,0000 ("Incremental Overbid") over the Starting Bid or the Leading Bid (as defined below), provided that the Incremental Overbid may be adjusted by the Debtor at any time. After the first round of bidding and between each subsequent round of bidding, the Debtor shall announce the bid that it believes to be the highest or otherwise best offer for the subject Assets (the "Leading Bid"). A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid, subject to the Debtor's authority to revise the Auction procedures as set forth below. Qualified Bidders may pass only once with respect to the subsequent rounds of bidding without forfeiting their standing in the Auction.

The Debtor may announce at the Auction additional procedural rules (e.g., the amount of time to make Subsequent Bids, the amount of the Incremental Overbid, or the requirement that parties submit "best and final" Bids) for conducting the Auction or otherwise modify these Bid Procedures; provided that such rules (1) are not materially inconsistent with these Bid Procedures, the Bankruptcy Code, or any order of the Bankruptcy Court, and (2) are disclosed to each Qualified Bidder during the Auction. The bidding at the Auction shall be transcribed or videotaped.

Immediately prior to the conclusion of the Auction, the Debtor will, for the Assets (or subset thereof) that were subject to the Auction: (a) determine, consistent with the Bid Procedures, which bid constitutes the highest or otherwise best bid (the "Successful Bid"); and (b) notify all Qualified Bidders at the Auction for the subject Assets, prior to its conclusion, of the name of the maker of the Successful Bid (the "Successful Bidder") with respect to the subject Assets, and the amount and other material terms of the Successful Bid. The Debtor may designate the Next-Highest Bid (and the corresponding Next-Highest Bidder) to close with respect to the subject Assets in the event that the Successful Bidder does not close the Sale. Unless the Bankruptcy Court orders otherwise upon application by the Debtor, the Debtor shall not consider any Bids or Subsequent Bids for the Assets that were the subject of the Auction submitted after the conclusion of the Auction and any and all such Bids and Subsequent Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

Following conclusion of the Auction, the Debtor shall file a notice on the Bankruptcy Court's docket identifying (with specificity) the Successful Bidder(s) for the Assets (or subset thereof) and any applicable Next-Highest Bidders.

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auction and all agreements entered into in connection with any proposed Sale Transaction.

VIII. Acceptance of Qualified Bids

The Debtor may reject at any time, before entry of an order of the Bankruptcy Court approving a Sale Transaction, any Bid that, in the Debtor's judgment is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures, or (iii) contrary to the best interests of the Debtor and its estate.

The Debtor's presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtor's acceptance of such Bid. The Debtor will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing.

1 **IX. Sale Hearing**

2 Each Successful Bid and any Next-Highest Bid (or if only one Qualified Bid is
3 received with respect to the Assets (or subset thereof), then the Qualified Bid) will be subject to
4 approval by the Bankruptcy Court. The hearing to approve a Sale Transaction shall take place on
5 May 20, 2021, at ____:____ a.m./p.m. (prevailing Pacific Time) (the “Sale Hearing”). The Sale
6 Hearing may be adjourned by the Debtor from time to time without further notice to creditors or other
7 parties in interest other than by announcement of the adjournment in open court on the date scheduled
8 for the Sale Hearing or by filing a notice on the docket of the Debtor’s chapter 11 case.

9 **X. Return of Good Faith Deposit**

10 The Good Faith Deposits of all Potential Bidders shall be held in a trust account of
11 the Debtor's bankruptcy counsel and shall not become property of the Debtor's Estate absent further
12 order of the Bankruptcy Court. The Debtor shall retain any Good Faith Deposit submitted by the
13 Successful Bidder. At the closing of a Transaction, the applicable Successful Bidder will be entitled
14 to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided. The
15 Good Faith Deposits of the Next-Highest Bidder(s) shall be retained no more than seven (7) days
16 after the applicable closing date and shall be returned, unless a Sale Transaction moves forward with
17 the Next-Highest Bidder. The Good Faith Deposits of the other Qualified Bidders will be returned
18 as soon as practicable but no later than seven (7) days following the Closing of a Sale Transaction
19 and, in any event, no later than June 10, 2021.

20 If a Successful Bidder (or, if the Sale is to be closed with a Next-Highest Bidder, then
21 the Next-Highest Bidder) fails to consummate the Sale Transaction because of a breach or failure to
22 perform on the part of such bidder, then the Debtor and its estate shall be entitled to retain the Good
23 Faith Deposit of such Successful Bidder (or, if the Sale Transaction is to be closed with the Next-
24 Highest Bidder, then such Next-Highest Bidder) as part of the damages resulting to the Debtor and its
25 estates for such breach or failure to perform.

26 **XI. Reservation of Rights and Modifications**

27 Notwithstanding any of the foregoing, the Debtor reserves the right to modify these
28 Bid Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set
forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to
any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional
terms and conditions with respect to any or all potential bidders, and adjourn or cancel the Auction
at or prior to the Auction, and/or adjourn the Sale Hearing.

29 **XII. Next-Highest Bidder**

30 Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to
31 close a Sale Transaction prior to such date as specified in the applicable Purchase Agreement (or such
32 date as may be extended by the Debtor), the Debtor, upon written notice to the Next-Highest Bidder,
33 may designate the applicable Next-Highest Bid as the Successful Bid for the Assets (or subset
34 thereof), the Next-Highest Bidder will be deemed to be the Successful Bidder for such Assets, and
35 the Debtor will be authorized, but not directed, to close the Sale to the Next-Highest Bidder, subject
36 to the terms of the Next-Highest Bid without the need for further order of the Bankruptcy Court and
37 without the need for further notice to any interested parties.

Form APA

SulmeyerKupetz, A Professional Corporation
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ASSET PURCHASE AGREEMENT

dated as of

_____, 2021

by and between

collab9, LLC, A Delaware Limited

Liability Company

and

[insert Purchaser's name]

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of [____], 2021, by and between collab9, LLC, a Delaware Limited Liability Company (“**Seller**”), and _____, a _____, having a principal place of business located at [____] (the “**Purchaser**”)

RECITALS

WHEREAS, Seller is a cloud security service provider for managed voice, collaboration, conferencing and contact center services for U.S. public sector and U.S. commercial customers (the “**Business**”);

WHEREAS, on March 19, 2021 (the “**Petition Date**”), Seller filed a voluntary petition under chapter 11 of title 11 of the United States Code, Section 101, et seq. (the “**Bankruptcy Code**”), case number 2:21-bk-12222-ER (the “**Bankruptcy Case**”), in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the “**Bankruptcy Court**”);

WHEREAS, the transactions contemplated by this Agreement will be consummated pursuant to a Sale Approval Order (as defined below) to be entered in the Bankruptcy Case under Sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and this Agreement and the transactions contemplated herein are subject to the approval of the Bankruptcy Court; and

WHEREAS, Seller wishes to sell to Purchaser and Purchaser wishes to acquire from Seller all of the assets that are owned, leased, or licensed by Seller that are used or useful in the operation of the Business as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement and for other good and valuable consideration, the parties hereby agree as follows.

AGREEMENT

1. Definitions

1.1 “Actions” has the meaning set forth in Section 3.4 hereof.

1.2 “Affiliate” of a Person means any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such Person.

1.3 “Agreement” means this Asset Purchase Agreement between the parties set forth on the first page hereof, including, without limitation, all Exhibits and Schedules hereto, as the same may be delivered to Purchaser following the date hereof and amended from time to time.

1.4 “Ancillary Agreements” means any agreement, instrument or other document to be executed and delivered in connection with the consummation of the transactions contemplated by this Agreement.

1.5 “Apportioned Obligations” has the meaning set forth in Section 5.5 hereof.

1.6 “Assumed Contracts” means the Contracts set forth in Schedule [] hereto.

1.7 “Auction” means the auction of the Purchased Assets.

1.8 “Auction Date” means such date as the Bankruptcy Court may order for the Auction.

1.9 “Bankruptcy Case” has the meaning given to it in the recitals hereto.

1.10 “Bankruptcy Code” has the meaning given to it in the recitals hereto.

1.11 “Bankruptcy Court” has the meaning given to it in the recitals hereto.

1.12 “Bidding Procedures Order” means the order approving the bidding procedures at the Auction for the Purchased Assets.

1.13 “Business” has the meaning given to it in the recitals hereto.

1.14 “Business Day” means any day other than a Saturday, Sunday or other day on which the Bankruptcy Court is required or authorized by law to be closed.

1.15 “Closing” means the closing of the transactions contemplated by this Agreement.

1.16 “Closing Date” means the date on which the conditions set forth in Article 6 are satisfied or waived, or such other date as the parties may mutually agree upon which the Closing takes place.

1.17 “Code” means the Internal Revenue Code of 1986, as amended.

1.18 “Competing Transaction” means any transaction (or series of related transactions), whether direct or indirect, concerning a sale, financing, recapitalization, liquidation or other disposition of all of the Purchased Assets, the consummation of which would be substantially inconsistent with the transactions contemplated by this Agreement.

1.19 “Consent” means any consent, approval, authorization, license or order of, registration, declaration or filing with, or notice to, or waiver from, any federal, state, local, foreign or other Governmental Entity or any Person, including, without limitation, any security holder or creditor which is necessary to be obtained, made or given in connection with the execution and delivery of this Agreement or any Ancillary Agreement, the performance by a Person of its obligations hereunder or thereunder and the consummation of the transactions contemplated hereby or thereby.

1.20 “Contract” means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease or license (written or oral) to which Seller is a party or by which Seller is bound.

1.21 “Cure Costs” mean the amount, if any, necessary to cure any monetary default under any Assumed Contract pursuant to section 365 of the Bankruptcy Code.

1.22 “Deposit” has the meaning set forth in Section 2.5 hereof.

1.23 “Disclosure Schedule” means each, and collectively all, as the context may require, of the disclosure schedules to be prepared by Seller promptly following the date of this Agreement attached to this Agreement as Exhibit A, and shall include but not be limited to each of the disclosure schedules expressly referred to in Article 3 of this Agreement.

1.24 “Excluded Assets” has the meaning set forth in section 2.2 hereof.

1.25 [Intentionally Omitted]

1.26 “Final Order” means an order, judgment or other decree, the operation or effect of which has not been reversed, stayed, modified or amended.

1.27 “GAAP” means United States generally accepted accounting principles, applied on a consistent basis.

1.28 “Governmental Entity” means any federal, state, local or foreign government, political subdivision, legislature, court, agency, department, bureau, commission or other governmental regulatory authority, body or instrumentality, including any industry or other non-governmental self-regulatory organizations.

1.29 “Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, including all intellectual property rights arising from or relating to Technology.

1.30 “Interests” means (i) mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, interests and claims (as that term is defined in the Bankruptcy Code), (ii) claims in respect of Taxes, and (iii) easements, restrictions, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, regardless whether such are “claims” as that term is defined in the Bankruptcy Code.

1.31 “Knowledge of Seller” or any other similar knowledge qualification in this Agreement means all facts actually known by Seller's CEO, Kevin Schatzle, or any other officer of the Seller; provided that such officer shall be deemed to have actual knowledge of any fact or matter such officer would reasonably be expected to have knowledge of in performing his or her duties and responsibilities, in such capacity, for the Seller.

1.32 “Loan Documents” means:

(a) That certain Senior Secured Debtor in Possession Line of Credit Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time), between the Seller and SecureComm. LLC ("SecureComm");

(b) That certain Line of Credit Note between the Seller and SecureComm.

1.33 "Permits" means all licenses, certificates of authority, permits, orders, consents, franchises, approvals, registrations, clearances, variances, exemptions, authorizations, qualifications and filings required to be obtained under applicable law or to be filed with any Governmental Entities.

1.34 "Person" means an individual, corporation, partnership, limited liability company, firm, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or any Governmental Entity or quasi-governmental body or regulatory authority.

1.35 "Post-Closing Tax Period" shall mean (i) any Tax period beginning any time after the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period beginning the day after the Closing Date.

1.36 "Pre-Closing Tax Period" shall mean (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

1.37 "Purchased Assets" has the meaning set forth in Section 2.1 hereof.

1.38 "Purchase Price" has the meaning set forth in Section 2.5 hereof.

1.39 "Purchaser" has the meaning given to it in the recitals hereto.

1.40 "Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

1.41 "Sale Approval Order" has the meaning set forth in Section 5.4(a) hereof.

1.42 "Sale Hearing" means the hearing to approve the sale of the Purchased Assets.

1.43 "Seller" has the meaning given to it in the recitals hereto.

1.44 "Tangible Personal Property" has the meaning set forth in Section 2.1(c) hereof.

1.45 "Taxes" (or "Tax" where the context requires) shall mean all federal, state, county, provincial, local, foreign and other taxes (including, without limitation, income, profits, premium, estimated, excise, sales, use, occupancy, gross receipts, franchise, severance, capital levy, production, transfer, withholding, employment and payroll related and property taxes and other governmental charges and assessments), whether attributable to statutory or nonstatutory rules and whether or not measured in whole or in part by net income, and including, without limitation, interest, additions to tax or interest, charges and penalties with respect thereto.

1.46 “Technology” means, collectively, all algorithms, data, databases, diagrams, inventions (whether or not patentable), know-how, methods, processes, proprietary information, tools, systems, servers, hardware, computers, point of sale equipment, inventory management equipment, software, software code (in any form, including source code and executable or object code), any other information technology equipment, techniques, web sites, works of authorship and other similar materials, including all documentation related to any of the foregoing, whether or not embodied in any tangible form and whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing.

2. Purchase and Sale of Assets

2.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement together with any Bankruptcy Court approval that may be required, including the payment by Purchaser of the Purchase Price, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of any and all Interests, good, valid and marketable title and interest in and to all of the assets, properties and rights of Seller, other than the Excluded Assets, that are owned, leased, or licensed by Seller and used or useful in the operation of the Business (such assets, properties and rights are hereinafter collectively referred to as the “Purchased Assets”), including, but not limited to, the following assets, properties and rights:

- (a) all Intellectual Property owned by Seller, including the name “collab9”;
- (b) all Assumed Contracts as set forth in Schedule [] hereto, including (without limitation) customer contracts, vendor agreements and all licenses that may be transferred to Purchaser;
- (c) all inventory of Seller used in connection with the Business;
- (d) all rights of Seller under Contracts for the lease of real property which the purchaser identifies or designates prior to the closing of the Sale, together with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;
- (e) all Permits used by the Seller that may be transferred to Purchaser;
- (f) all computer equipment-telecom, computer equipment-other, leased equipment-telecom, office equipment including NOC generator, computer software-other, furniture and fixtures;
- (g) all supplies owned by Seller and used in the Business; and
- (h) all tangible personal property of Seller (collectively, “Tangible Personal Property”).

The Debtor shall assume and assign to Purchaser and Purchaser shall continue to perform under the Debtor’s executory contracts (and shall perform all obligations thereunder without making changes to the terms, conditions, or pricing) with the following customers of the Debtor:

- **Verizon (HHS)**
- **Presidio (CBP, SubCom, COPA, DNFSB, Concordia)**
- **Westcon/Synnex (Colorado Statewide Internet Portal, Center for Autism and Related Disorders, Ala Carte Entertainment)**
- **Rose, Snyder & Jacobs LLP**
- **Futron**
- **Qbase/Finch Computing**

With respect to the Debtor's customers not identified immediately above and to the extent Purchaser does not assume executory contracts with such customers not listed immediately above, Purchaser shall provide such customers with transition assistance off the Debtor's system and shall not terminate any such customer's service until the earlier of (i) the date on which such customer's service has been transitioned to another service provider, or (ii) 90 days following the Closing Date.

Except as expressly set forth herein, the assets, properties and rights to be conveyed, sold, transferred, assigned and delivered to Purchaser pursuant to this Section 2.1 shall be transferred "as is, where is."

2.2 Excluded Assets. Notwithstanding anything to the contrary herein, Seller shall not cause to be sold, assigned, transferred, conveyed or delivered to Purchaser, and Purchaser shall not purchase, and the Purchased Assets shall not include, any right, title or interest of Seller in, any of the following assets (the "Excluded Assets"):

- (a) all rights of Seller under this Agreement and the Ancillary Agreements;
- (b) all rights of Seller under the Loan Documents;
- (c) all cash on hand or in banks and cash equivalents of Seller;
- (d) all human resources material, including, without limitation, employment and compensation records and benefits information, provided that Purchaser shall be granted reasonable access to, and the right to make copies of, any such materials of Seller, for a period of twelve (12) months after the Closing Date;
- (e) all bankruptcy avoidance claims of Seller, including without limitation, any claims arising under Sections 544, 545, 547, 548 549, 550 and 551 of the Bankruptcy Code;
- (f) all claims, causes of action, rights of recovery and rights of set-off that the Seller may hold against any current or former director, officer or employee of Seller for breach of fiduciary duty or claims of a similar nature, in each case, arising out of events occurring on or prior to the Closing Date other than as provided in any release obtained in connection with the purchase and sale of the Assets;
- (g) all other claims, causes of action, rights of recovery and rights of set-off that Seller may hold, including any and all enforcement rights to pursue damages, whether currently pending, filed, or otherwise, in each case, arising out of events occurring on or prior to the Closing

Date, except with respect to such claims, causes of action, and rights directly related to executory contracts that are assigned to Purchaser;

(h) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery of Taxes, together with any interest due thereon or penalty rebate arising therefrom;

(i) all Tax returns and financial statements of Seller and the Business and all records (including working papers) related thereto, provided that Purchaser will be provided access to such information to the extent requested and reasonably needed by Purchaser;

(j) all employee benefit plans of Seller;

(k) all insurance policies or rights to proceeds thereof, except to the extent transferrable, with respect to property insurance connected with Purchased Assets being acquired by Purchaser;

(l) All Contracts that are not Assumed Contracts;

(m) the assets set forth on Schedule 2.2 hereto; and

(n) all intellectual property of Seller not otherwise specifically identified as Purchased Assets herein.

2.3 No Liabilities. Except with respect to future obligations with respect to Contracts or other assets included in the Purchased Assets, Seller and Purchaser hereby expressly acknowledge and agree that Purchaser is not assuming any liabilities or obligations of Seller (i) in connection with this Agreement and the transactions contemplated hereby or (ii) in connection with Seller's current or past employees, agents, consultants, service providers or advisors.

2.4 Closing. Subject to the terms and conditions of this Agreement, the Closing shall be conducted on Zoom by the Debtor's bankruptcy counsel, or in such other manner as the parties may agree, and at a time to be agreed upon between the parties, on May 28, 2021, or at such other place and time, and in such manner as the parties agree in writing, unless this Agreement is terminated prior thereto in accordance with the terms hereof.

2.5 Consideration. The aggregate consideration to be paid and delivered by Purchaser and accepted by Seller for the Purchased Assets (the "Purchase Price") shall be a cash amount equal to [\$_____] and Cure Costs in the sum of [\$_____], payable by Purchaser at Closing by (i) release to Seller of the Deposit and (ii) wire transfer of immediately available funds to such accounts as Seller shall designate in writing in the amount of the Purchase Price less the Deposit.

As of the date hereof, Seller's bankruptcy counsel, SulmeyerKupetz, shall have received a deposit from or on behalf of Purchaser in the amount 10% of the total Purchase Price in the sum of \$_____ (the "Deposit"), which shall be held by SulmeyerKupetz in a trust account until released to Seller at the Closing or otherwise disposed of as provided hereunder, provided, however, that if the Buyer is a secured creditor of the Seller and satisfies some or all of the Purchase

Price by credit bidding its secured claim in an amount greater than or equal to the amount of the Deposit, this provision shall be deemed automatically satisfied without the need for provision of a cash Deposit.

2.6 Delivery. Subject to entry of the Sale Approval Order, at the Closing:

- (a) Purchaser shall release to Seller the Deposit and deliver to Seller the Purchase Price less the Deposit;
- (b) Seller shall deliver to Purchaser the Purchased Assets;
- (c) Seller shall execute and deliver to Purchaser a Bill of Sale, Assignment and Assumption Agreement in substantially the form attached as Exhibit B hereto;
- (d) Seller and Purchaser shall execute and deliver an Intellectual Property Assignment in substantially the form attached as Exhibit C hereto;
- (e) Seller shall deliver to Purchaser such other and further documents as Purchaser shall reasonably request to demonstrate the purchase and sale of the Purchased Assets by the Purchaser as contemplated herein and to vest in Purchaser all right, title and interest in, to and under the Purchased Assets;
- (f) Seller shall deliver to Purchaser any and all trademark, patent and copyright prosecution files included in the Purchased Assets; and
- (g) Seller shall deliver a copy of the Sale Approval Order.

2.7 Possession. Subject to entry of the Sale Approval Order and payment of the Purchase Price, the right to possession of the Purchased Assets shall transfer to Purchaser on the Closing Date. Seller shall transfer and deliver to Purchaser on the Closing Date such usernames, passwords, account numbers, authorization codes, encryption keys, and other similar items with respect to the Purchased Assets as Purchaser shall require to obtain control of the Purchased Assets, and shall also make available to Purchaser at Seller's then existing locations all documents, documentation, software and hardware that are required to be transferred to Purchaser by this Agreement.

2.8 Transfer Taxes. Provided that the Sale Approval Order includes a finding that the sale of the Purchased Assets is in contemplation of a plan to be confirmed under Section 1129 of the Bankruptcy Code, in accordance with section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument of transfer, including the filing of any deed or other document of transfer to evidence, effectuate or perfect the rights, transfers and interest contemplated by this Agreement, shall be free and clear of any and all transfer tax, stamp tax or similar taxes. Such instruments, orders and agreements transferring the Purchased Assets to Purchaser shall contain the following endorsement:

“Because this [instrument] has been authorized pursuant to an order of the United States Bankruptcy Court for the Central District of California in contemplation of a chapter 11 plan of the Grantor, it is

exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(a).”

If such transfer, stamp or similar taxes are ultimately payable, notwithstanding section 1146(a) of the Bankruptcy Code or for any other reason, Purchaser shall pay any and all such transfer, stamp or similar taxes, which may be payable by reason of the transaction contemplated in this Agreement and any and all claims, charges, interest or penalties assessed, imposed or asserted in relation to any such taxes.

3. Representations and Warranties of Seller

Subject to entry of the Sale Approval Order and except as to be set forth in the Disclosure Schedule (it being understood and hereby agreed that (i) the disclosures to be set forth in the Disclosure Schedule shall be organized under separate section and subsection references that correspond to the sections and subsections of this Article 3 to which such disclosure relates and (ii) the disclosure to be set forth in a particular section or subsection of the Disclosure Schedule shall qualify (A) the representations and warranties set forth in the corresponding section or subsections of this Article 3 and (B) such other representations and warranties set forth in this Article 3 if, and to the extent that, upon a reading of the disclosure, it is reasonably apparent that such disclosure is applicable to such other representations and warranties), Seller hereby represents and warrants to Purchaser as follows:

3.1 Authority, Etc. Seller is a limited liability company duly organized and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or shall, pursuant to this Agreement, be a party, and to perform, carry out and consummate the transactions contemplated hereby and thereby and as set forth in the Sale Approval Order. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is or shall, pursuant to this Agreement, be a party have been duly authorized by all necessary action on the part of Seller. This Agreement has been, and upon execution and delivery thereof each of the Ancillary Agreements will be, duly executed and delivered by Seller and constitutes, and such Ancillary Agreements will constitute, the valid and legally binding obligations of Seller enforceable against Seller in accordance with their respective terms and conditions.

3.2 Title. Seller has good and marketable title to all of the Purchased Assets to be sold by Seller. Upon the Closing, Seller will convey and transfer to Purchaser all of the Purchased Assets, and Purchaser shall receive good and marketable title to all of the Purchased Assets free and clear of any Interests, pursuant to sections 105, 363, and 365 of the Bankruptcy Code and any other applicable sections of the Bankruptcy Code and as set forth in the Sale Approval Order.

3.3 Brokers. Seller has no liability or obligation to pay any broker, finder or investment banker, any brokerage, finder's or other fee or commission in connection with the origination, negotiation or execution of this Agreement or the transactions contemplated by this Agreement.

3.4 Litigation. Other than the Bankruptcy Case, there are no outstanding orders, writs, judgments, decrees, injunctions or settlements that restrict the Purchased Assets or the practice of the Intellectual Property owned by Seller. Section 3.4 of the Disclosure Schedule sets forth a

description of all Actions to which Seller is a party or to which any of the Purchased Assets or the practice of the Intellectual Property owned by Seller is subject.

3.5 Intellectual Property.

(a) To Seller's Knowledge, the operation of the Business as currently conducted does not infringe, constitute the misappropriation of or otherwise violate the Intellectual Property of any other Person.

(b) As of the date hereof, no Action is currently pending or, to Seller's Knowledge, threatened against any Seller, and Seller has not received any notice in the past twelve (12) months (including cease and desist letters and written invitations to take a license) that (i) challenges the validity, ownership, enforceability or use of any material Intellectual Property owned by Seller or (ii) alleges that the operation of the Business infringes, constitutes the misappropriation of or otherwise violates the Intellectual Property of any other Person.

(c) To Seller's Knowledge, in the past twelve (12) months, no Person has gained unauthorized access to the Technology that is material to the Business.

3.6 Tangible Personal Property. The Tangible Personal Property of Seller included in the Purchased Assets is free from material defects, subject to normal wear and tear and continued repair and replacement in accordance with past practice.

3.7 Good Faith. This Agreement and all Ancillary Agreements were negotiated and entered into at arm's length and, to the Seller's Knowledge, in good faith, and neither Seller nor Purchaser engaged in any collusion with respect to setting or fixing the Purchase Price, and to the Knowledge of Seller, there are no facts to support a finding that Purchaser negotiated and entered into this Agreement and all Ancillary Agreements other than in good faith as described in Section 363(m) of the Bankruptcy Code.

4. Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Seller as follows:

4.1 Authority. Purchaser is a _____ organized and in good standing under the laws of the State of [_____]. Purchaser has the right and authority to enter into, execute, deliver and perform this Agreement and the Ancillary Agreements to which it is to be a party and to carry out the obligations hereunder and thereunder, without the need for any further approval of its officers and or governing body. All action on Purchaser's part required for the lawful execution and delivery of this Agreement and the Ancillary Agreements to which it is to be a party has been taken. Upon its execution and delivery by Purchaser, this Agreement and each Ancillary Agreement to which it is to be a party will be the valid and legally binding obligations of the Purchaser in accordance with their respective terms.

4.2 Compliance with Other Instruments. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is to be a party, and the consummation of the transactions contemplated hereby and thereby will not result in any violation or default or be in conflict with or constitute, with or without the passage of time and giving of notice, a default

under any provision of any instrument, judgment, order, writ, decree or contract to which it is a party.

4.3 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the origination, negotiation or execution of this Agreement and the Ancillary Agreements to which it is to be a party or the transactions contemplated by this Agreement and such Ancillary Agreements based upon arrangements made by or on behalf of Purchaser.

4.4 Litigation. There is no action, suit, proceeding or investigation pending or, to Purchaser's knowledge, currently threatened in writing against Purchaser that questions the validity of this Agreement or any Ancillary Agreement to which it is to be a party, or the right of Purchaser to enter into such agreements, or to consummate the transactions contemplated hereby or thereby.

4.5 Financial Assurance. The Purchaser has sufficient cash, available lines of credit or other sources of immediately available funds to enable payment of the Purchase Price and any other amounts to be paid by it hereunder.

4.6 Good Faith. This Agreement and all Ancillary Agreements were negotiated and entered into at arm's length and, to the Purchaser's knowledge, in good faith, and neither Seller nor Purchaser engaged in any collusion with respect to setting or fixing the Purchase Price, and to the knowledge of Purchaser, there are no facts to support a finding that Seller negotiated and entered into this Agreement and all Ancillary Agreements other than in good faith as described in Section 363(m) of the Bankruptcy Code.

5. Covenants

5.1 Seller Records. Prior to the Closing Date, and without limiting the other provisions of this Agreement, Seller shall afford Purchaser, its attorneys, accountants and representatives, free and reasonable access to the Purchased Assets and any assets, contracts, facilities, books, and records related thereto, at any time and from time to time upon reasonable notice and request, and shall provide to Purchaser and its representatives such additional financial and operating data as Purchaser shall from time to time reasonably request.

5.2 Filings and Authorizations. Each of Seller and Purchaser, as promptly as practicable, (i) shall make, or cause to be made, all such filings and submissions under laws, rules and regulations applicable to it, as may be required to consummate the transactions contemplated herein, in accordance with the terms of this Agreement, (ii) shall use all commercially reasonable efforts to obtain, or cause to be obtained, all authorizations, approvals, consents and waivers from all Governmental Entities and non-governmental Persons necessary to be obtained by it, in order to consummate the transactions contemplated herein; provided that any provision hereof to the contrary notwithstanding, Seller shall not have any obligation to pay any fee to any third party (other than any lawful fees assessed by a Governmental Entity) for the purpose of obtaining any Consent or any costs and expenses of any third party resulting from the process of obtaining such Consent, and (iii) shall use commercially reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfill its obligations hereunder. Seller and

Purchaser shall coordinate and cooperate with one another in exchanging such information and supplying such reasonable assistance as may be reasonably requested by each in connection with the foregoing.

5.3 Further Assurances; Accounts.

(a) At and after the Closing, Seller shall take such reasonable steps as may be necessary to put Purchaser in possession and operating control of the Purchased Assets. At or after the Closing, Seller shall, to the extent feasible, at the reasonable request of Purchaser, without further consideration, promptly execute and deliver, or cause to be executed and delivered, to Purchaser such assignments, bills of sale, consents and other instruments in addition to those required by this Agreement, in form and substance reasonably satisfactory to Purchaser.

(b) From and after the date of execution of this Agreement, neither Seller nor any Person acting on behalf and within the control of Seller will operate any of the Purchased Assets in any manner that would adversely affect the value, utility or useful life of such asset.

5.4 Bankruptcy Covenants.

(a) Sale Approval Order. The sale approval order shall be substantially in the form annexed hereto as Exhibit D (the "Sale Approval Order") and shall contain a finding that Purchaser is a good-faith purchaser for purposes of § 363(m) of the Bankruptcy Code, and only such other and further changes as shall be reasonably acceptable in form and substance to Purchaser and the Bankruptcy Court.

(b) Other Bankruptcy Covenants. Seller shall promptly make any filings, take all actions, and use commercially reasonable efforts to obtain any and all approvals and orders necessary or appropriate for consummation of the sale of the Purchased Assets, subject to its obligations to comply with any order of the Bankruptcy Court. In the event an appeal is taken, or a stay pending appeal is requested, from any of the foregoing orders of the Bankruptcy Court, Seller shall immediately notify Purchaser of such appeal or stay request and, upon Purchaser's request, shall provide to Purchaser within one (1) business day after Seller's receipt thereof a copy of the related notice of appeal or order of stay. Seller shall also provide Purchaser with written notice of any motion, application, brief or other pleading filed in connection with any appeal from any of such orders.

(c) Sales Procedures Motion and Order: Seller following the filing of its Bankruptcy Case, filed a motion (the "Procedures Motion") with the Bankruptcy Court for approval of sales procedures which shall govern the sale process with respect the Purchased Assets and this Agreement in accordance with the order (the "Procedures Order") of the Bankruptcy Court approving the Procedures Motion. Seller shall provide Purchaser with the Procedures Order and the bidding procedures approved pursuant to the Procedures Order. Purchaser agrees to comply with the Procedures Order and all of the requirements of the bidding procedures and sale process approved by the Bankruptcy Court pursuant to the Procedures Order.

5.5 Apportioned Obligations. All expenses arising from the conduct of the Business, excluding expenses under the Assumed Contracts (which shall be paid as part of Cure Costs by Purchaser), and including other prepaid and deferred items, shall be prorated between Buyer and Seller as of the Closing Date. Such prorations shall be based upon the principle that Seller shall be responsible for all liabilities and obligations incurred or accruing in connection with the operation of the Business until the Closing Date, and Buyer shall be responsible for such liabilities and obligations incurred by Buyer thereafter. Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes, business and license fees, any regulatory fees, but excluding liabilities and obligations under the Assumed Contracts (which shall be paid by Purchaser as part of Cure Costs) and excluding prepaid service and/or maintenance contracts paid by Seller before the Closing. All personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between Seller and Purchaser based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period included in the Post-Closing Tax Period. Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Tax Period, and Purchaser shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for personal property taxes relating to the Purchased Assets, each of Seller and Purchaser shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 5.5 together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within fifteen (15) Business Days after delivery of such statement. In the event that any of Seller or Purchaser shall make any payment for which it is entitled to reimbursement under this Section 5.5, the applicable other party shall make such reimbursement promptly but in no event later than fifteen (15) Business Days after the presentation of a statement setting forth the amount of reimbursement to which presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement. Purchaser shall notify Seller of any audit or examination of the apportioned obligations. The Seller shall have the right to participate in any such audit or examination and Purchaser shall not settle any such audit or examination without the consent of Seller, which consent shall not be unreasonably withheld.

5.6 Notification. From time to time prior to the Closing, Seller shall notify Purchaser in writing with respect to any matter hereafter arising or any information obtained after the date hereof that, if existing, occurring or known at or prior to the date of this Agreement, would have been required to be set forth or described in the Disclosure Schedule or that is necessary to complete or correct any information in such schedule or in any representation and warranty of Seller that has been rendered inaccurate thereby.

6. Conditions Precedent to Closing

6.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by Purchaser:

(a) Representations and Warranties Accurate. The representations and warranties of Seller contained in this Agreement shall be correct and complete in all material respects as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except in any case that representations and warranties that expressly speak as of a specified date or time need only be correct and complete as of such specified date or time). Notwithstanding anything to the contrary herein, in the event that Purchaser has actual knowledge that any of such representations and warranties of Seller contained in this Agreement are not true and correct and complete in all material respects as of the Closing Date, Purchaser's sole remedy shall be to terminate this Agreement in accordance with Section 7.1(b) hereof.

(b) Performance. Seller shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Seller hereunder on or prior to the Closing Date.

(c) Consents. All Consents set forth on Schedule 6.1(c) required in connection with the consummation of the transactions contemplated by this Agreement and the Closing shall have been duly obtained, made or given and shall be in full force and effect, without the imposition upon Purchaser of any material condition, restriction or required undertaking.

(d) No Legal Prohibition. No suit, action, investigation, inquiry or other proceeding by any Governmental Entity or other Person shall have been instituted and remain in effect or threatened by any Governmental Entity which arises out of or relates to this Agreement, or the transactions contemplated hereby and no injunction, order, decree or judgment shall have been issued and be in effect or threatened to be issued by any Governmental Entity of competent jurisdiction, and no statute, rule or regulation shall have been enacted or promulgated by any Governmental Entity and be in effect, which in each case restrains or prohibits the consummation of the transactions contemplated hereby.

(e) Additional Documents, etc. There shall have been delivered to Purchaser each of the agreements, documents, certificates and other items set forth in Section 2.6 of this Agreement to be delivered to Purchaser.

(f) Entry of Order. On or before May 31, 2021, the Bankruptcy Court shall have entered the Sale Approval Order in accordance with Section 5.4(a).

6.2 Conditions Precedent to Obligations of Seller. The obligations of Seller under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by Seller:

(a) Representations and Warranties Accurate. The representations and warranties of Purchaser contained in this Agreement shall be correct and complete in all material respects as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except in any case that representations and warranties that expressly speak as of a specified date or time need only be correct and complete as of such specified date or time).

(b) Performance by Purchaser. Purchaser shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by such Person hereunder on or prior to the Closing Date.

(c) Consents. All Consents required to be obtained by Purchaser in connection with the purchase and sale of the Purchased Assets and the Closing shall have been duly obtained, made or given and shall be in full force and effect.

(d) No Legal Prohibition. No injunction, order, decree or judgment shall have been issued and be in effect or threatened to be issued by any Governmental Entity of competent jurisdiction, and no statute, rule or regulation shall have been enacted or promulgated by any Governmental Entity and be in effect, which in each case restrains or prohibits the consummation of the transactions contemplated hereby.

(e) Additional Documents, etc. There shall have been delivered to Seller each of the agreements, documents and other items set forth in Section 2.6 of this Agreement to be delivered to Seller.

7. Miscellaneous

7.1 Termination. This Agreement may be terminated, and the transactions contemplated herein may be abandoned:

(a) any time before the Closing, by mutual written agreement of Seller and Purchaser;

(b) any time before the Closing, by Seller, on the one hand, or Purchaser, on the other hand, (i) in the event of a material breach hereof by Seller, on the one hand, or Purchaser, on the other hand, if such non-terminating party fails to cure such breach within five (5) Business Days following notification thereof by the terminating party, or (ii) upon written notification to the non-terminating party by the terminating party that the satisfaction of any condition to the terminating party's obligations under this Agreement becomes impossible or impracticable with the use of commercially reasonable efforts if the failure of such condition to be satisfied is not caused by a breach hereof by the terminating party; or

(c) at the election of the Purchaser as notified in writing to the Seller, if the Auction occurs and Purchaser is not the successful bidder at the Auction or the Back-Up Bidder (as defined in the Bidding Procedures Order) or if the Seller enters into an agreement or transaction, including any Competing Transaction with a third party, that is materially inconsistent with this Agreement and the transactions contemplated hereby in a material respect.

7.2 Effect of Termination.

(a) If Purchaser and Seller terminate this Agreement pursuant to Section 7.1(a), Purchaser shall receive the prompt return of the Deposit, which shall constitute Purchaser's sole and exclusive remedy available under any law, including the Bankruptcy Code.

(b) If Purchaser terminates this Agreement pursuant to Section 7.1(b)(i) or 7.1(c), or Seller or Purchaser terminates this Agreement pursuant to Section 7.1(b)(ii), Purchaser shall receive the prompt return of the Deposit, which shall constitute Purchaser's sole and exclusive remedy available under any law, including the Bankruptcy Code.

(c) If Seller terminates this Agreement pursuant to Section 7.1(b)(i), Seller shall be entitled to receive and have any other remedies available at law with respect to the Deposit, which shall be Seller's sole and exclusive remedy available under any law, including the Bankruptcy Code.

7.3 Expenses. Except as otherwise set forth in Section 7.2, each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

7.4 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.5 Further Cooperation. Without limiting Seller's obligations under Section 5.3, at the request of Purchaser, at any time following the Closing Date, Seller shall execute and deliver such other instruments and documents and do and perform such other acts as may be reasonably necessary for the operation of the Purchased Assets by Purchaser and effecting completely the consummation of the transactions contemplated hereby, including execution, acknowledgment and recordation of other such papers, using reasonable efforts to obtain the same from the respective inventors or authors as necessary for perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby; provided that Seller shall not be obligated to pay any material consideration or incur any material costs to provide such cooperation, nor shall Seller be required to maintain its existence or any personnel.

7.6 Governing Law; Jurisdiction. All disputes arising out of or related to this Agreement, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto will each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any legal action, suit or proceeding arising out of or relating to this Agreement, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby and thereby shall be instituted in any Federal court of the Central District of California. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (i.e., without regard to its conflicts of law rules).

7.7 Entire Agreement; Interpretation. The terms and conditions of this Agreement, including its exhibits and the Ancillary Agreements, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the

subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. The terms “includes” and “including” are not limiting. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. Unless a contrary intention appears, (i) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, and (ii) reference to any Article or Section means such Article or Section hereof. Any accounting terms used in this Agreement shall, unless otherwise defined in this Agreement, have the meaning ascribed thereto by GAAP.

7.8 Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered (i) by hand, (ii) dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, or (iii) sent via electronic mail (with a copy dispatched by prepaid air courier for delivery on the next business day), in each case, addressed as follows:

If to Purchaser

[_____]
[_____]
[_____]

Attn: [_____]
Phone: [_____]
Email: [_____]

with a copy to:

[_____]
[_____]
[_____]

Attn: [_____]
Phone: [_____]
Email: [_____]

If to Seller

collab9, LLC

Attn: Kevin B. Schatzle, CEO
Phone: (424) 286 -2333
Email: kschatzle@collab9.com

with a copy to:

Victor A. Sahn
vsahn@sulmeyerlaw.com
David S. Kupetz
dkupetz@sulmeyerlaw.com
Claire K. Wu
ckwu@sulmeyerlaw.com
SulmeyerKupetz
A Professional Corporation
333 South Hope Street,
Thirty-Fifth Floor
Los Angeles, California 90071
Telephone: 213.626.2311
Facsimile: 213.629.4520

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

7.9 Counterparts; Facsimile and Email Transmission. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in “pdf” form delivered by electronic mail, and such facsimile or “pdf” representation of such manual signature shall constitute execution thereof.

7.10 No Ongoing Obligations. Purchaser shall not have any obligations solely by virtue of the provisions of this Agreement to support, maintain or otherwise continue the business operations of Seller or to otherwise market, promote or develop the Purchased Assets after the Closing Date.

7.11 Survival of Representations and Warranties. All of the representations and warranties of Purchaser contained in this Agreement shall survive until the Closing Date and terminate upon the closing of the transactions contemplated hereby. All of the representations and warranties of Seller contained in this Agreement shall survive until the Closing Date and terminate upon the closing of the transactions contemplated hereby.

7.12 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Purchaser.

7.13 Indemnification Obligations. After the Closing, Purchaser shall indemnify Seller against and shall hold it harmless from any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that Seller may suffer or incur by reason of Seller’s defense of any claim, suit or proceeding made or commenced against it arising out of obligations that were expressly assumed by Purchaser hereunder and only expressly for liabilities, claims or amounts arising or accruing after the Closing Date. Seller shall provide written notice to Purchaser of any claim or dispute as to which indemnification is requested under this Section promptly following receipt of written notice by Seller of the commencement, or threatened commencement, of any such action; provided that the failure to provide such notice will not affect any rights hereunder except to the extent Purchaser is materially prejudiced thereby. Seller, on not less than thirty (30) days’ notice to Purchaser, may make settlement of such claim, litigation or other proceeding with Purchaser’s consent, such consent not to be unreasonably withheld, and such settlement shall be binding on Seller and Purchaser for the purposes of this Section; provided that, if within said thirty-day period Purchaser shall, in writing, have requested Seller to contest such claim, or to defend against such litigation or other proceeding, then Purchaser shall have the right and obligation to contest such claim or to defend against such litigation or other proceeding on its own behalf and on behalf of Seller, with counsel of its own choosing, but Seller may also, in its discretion, participate in such contest or defense on its own behalf and with counsel of its own choosing. If Purchaser shall have failed, neglected or refused to contest such claim or to defend against such litigation or other proceeding, Purchaser shall reimburse Seller for the expenses incurred by Seller in such contest or defense. Any payment or settlement resulting from such contest or defense, together with Seller’s costs thereof, shall be binding on Seller and on Purchaser for the purposes of this Section.

7.14 No Agency. The parties hereto are independent contractors. Except as may be provided in this Agreement, no party has any express or implied right or authority to assume or

create any obligations on behalf of any other party or to bind any other party to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.

7.15 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

7.16 Waivers. Waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. No waiver of any such breach or failure or of any term or condition of this Agreement shall be effective unless in a written notice signed by the waiving party and delivered, in the manner required for notices generally, to each affected party.

7.17 Binding Effect; Third Party Beneficiaries; Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the parties to this Agreement, or their respective legal representatives, successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No party may assign this Agreement nor any of its rights hereunder, other than any right to payment of a liquidated sum, nor delegate any of its obligations hereunder, without the prior written consent of the other parties, except that Purchaser may assign its rights under this Agreement in whole or in part to any Affiliate or to any Person providing financing for the transaction, and to any purchaser of all or substantially all of the Purchased Assets from Purchaser.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above:

SELLER:

collab9, LLC, A Delaware
Limited Liability Company

PURCHASER:

_____, a

By: _____

Name: Mr. Kevin Schatzle
Title: Chief Executive Officer

By: _____

Name:
Title:

EXHIBIT A

Disclosure Schedule

[To be delivered to Purchaser promptly following execution of the Agreement.]

Section 3.4 of the Disclosure Schedule

Actions

EXHIBIT B

Form of Bill of Sale, Assignment and Assumption

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “*Agreement*”) is entered into as of [____], 2021, by and between [____] a [____] (“*Purchaser*”) and c o l l a b 9, a Delaware limited liability company (“*Seller*”). Purchaser and Seller are sometimes individually referred to in this Agreement as a “*Party*” and collectively as the “*Parties*.” All capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement as defined below.

WITNESSETH:

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, dated as of [____], 2021 agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Purchased Assets; and

WHEREAS, the Parties wish formally to acknowledge such sale, assignment and assumption.

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, pursuant to the terms of the Purchase Agreement, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in the Purchase Agreement, Seller does hereby sell, convey, assign, transfer and deliver to Purchaser all right, title and interest of Seller in and to all of the Purchased Assets, free and clear of all Interests thereon. Notwithstanding anything to the contrary contained herein, the Excluded Assets are specifically excluded from the Purchased Assets sold, conveyed, assigned, transferred or delivered to Purchaser hereby and are retained by Seller.
2. Conflicts with Purchase Agreement. Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
3. Entire Agreement. This Agreement and the Purchase Agreement contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in “pdf” form delivered by electronic mail, and such facsimile or “pdf” representation of such manual signature shall constitute execution thereof.
5. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (i.e., without regard to its conflicts of law rules). All disputes arising out of or related to this Agreement, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto will each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the

extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any legal action, suit or proceeding arising out of or relating to this Agreement, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby and thereby shall be instituted in any Federal court of the Central District of California.

6. No Modifications. No modification of this Agreement shall be binding unless in writing and signed by the Party or Parties against which it is sought to be enforced.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COLLAB9, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Name: Mr. Kevin Schatzle
Title: Chief Executive Officer

[Purchaser Name], a _____

By: _____
Name: _____
Title: _____

EXHIBIT C

Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “*IP Assignment*”), dated as of [____], 2021, is entered into by and among [____], a Delaware Limited Liability Company (the “*Assignor*”) and [____], a [____] LIMITED LIABILITY COMPANY (the “*Assignee*”).

RECITALS:

WHEREAS, pursuant to the terms and conditions of an Asset Purchase Agreement, dated as of [____], 2021 (the “*Asset Purchase Agreement*”), by and between the Assignor, Assignee and the other parties thereto, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in and to the Intellectual Property owned by Assignor (the “*IP Assets*”), all on the terms and subject to the conditions set forth in the Asset Purchase Agreement (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement);

WHEREAS, the Assignee wishes to acquire, and the Assignor wishes to transfer all right, title and interest in and to the IP Assets of the Assignor;

WHEREAS, in connection with the Closing, Assignee and Assignor have entered into that certain Bill of Sale, Assignment and Assumption Agreement, dated as of even date herewith, (the “*Bill of Sale*”) pursuant to which, among other things, the parties consummated the sale, conveyance, assignment, transfer and delivery to Assignee of the Purchased Assets including the IP Assets of the Assignor; and

WHEREAS, Assignor and Assignee now desire to enter into this IP Assignment for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the IP Assets of the Assignor with any applicable Governmental Entity worldwide.

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Asset Purchase Agreement and the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor’s right, title and interest in and to the IP Assets, including, without limitation:

(a) the Trademarks listed on **Exhibit A** and all Trademark Rights associated therewith; and

(b) the domain names and web sites (including all sub-domains and related URLs) listed on **Exhibit B**;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(d) any and all rights to the IP Assets included in the Purchased Assets.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, the Commissioner of Trademarks of the United States, the Librarian of Congress of the United States and any other official of any applicable Governmental Entity worldwide and each registrar of a domain name or web site set forth in **Exhibit B**, to record all registrations and applications for registration included in such IP Assets in the name of Assignee and issue any and all registrations from any and all applications for registration included in such IP Assets to and in the name of Assignee.

3. Further Assurances. The Assignor agrees to execute all documents necessary to perfect, register, and/or record this IP Assignment and the rights of the Assignee to the IP Assets as the Assignee reasonably deem appropriate provided, however, that the Assignee shall not be obligated to pay any material consideration or incur any material costs in connection therewith. If the Assignor does not, within five (5) business days of presentment by the Assignee of documents necessary to register the transfer to the Assignee of the rights of the Assignor in and to the IP Assets, execute and return such documents to the Assignee, then the Assignee is hereby granted a limited power of attorney to execute such documents on behalf of the Assignor. This power of attorney is coupled with an interest and is irrevocable.

4. Interpretation. This IP Assignment has been executed and delivered by the Assignor for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the IP Assets with any applicable Governmental Entity worldwide. This IP Assignment is intended to implement the provisions of the Asset Purchase Agreement and the Bill of Sale, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In the event of any conflict or inconsistency between the terms of this IP Assignment and the terms and conditions of the Asset Purchase Agreement or the Bill of Sale, the terms and conditions of the Asset Purchase Agreement or the Bill of Sale, as the case may be, shall govern.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in "pdf" form delivered by electronic mail, and such facsimile or "pdf" representation of such manual signature shall constitute execution thereof.

7. Governing Law; Jurisdiction. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of California (i.e., without regard to its

conflicts of law rules). All disputes arising out of or related to this IP Assignment, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto will each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any legal action, suit or proceeding arising out of or relating to this IP Assignment, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby and thereby shall be instituted in any Federal court of the Central District of California.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

collab9, LLC, a Delaware Limited Liability Company

By: _____
Name: Mr. Kevin Schatzle
Title: Chief Executive Officer

STATE OF _____
COUNTY OF _____

On this ___ day of _____ 2021, before me, a Notary Public in and for the State and County
foresaid, personally appeared _____, known by me to be the person above
named and an officer of [_____] , who is duly authorized to execute this IP
Assignment on behalf of [_____] and who signed and executed the foregoing
instrument on behalf of [_____].

Notary Public: _____
My Commission Expires: _____

[Name of Purchaser]

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

On this ___ day of _____ 2021, before me, a Notary Public in and for the State and County
foresaid, personally appeared _____, known by me to be the person above
named and an officer of [_____] , who is duly authorized to execute this IP
Assignment on behalf of [_____] and who signed and executed the foregoing
instrument on behalf of [_____].

Notary Public: _____
My Commission Expires: _____

Exhibit A to IP Assignment

Trademarks

Exhibit B to IP Assignment

Domain Names and Web Sites
(including all sub-domains and related URLs)

EXHIBIT D

Sale Approval Order

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
333 South Grand Ave, Suite 3400, Los Angeles, California 90071

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 4/14/21, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: David S Kupetz on behalf of Debtor collab9, LLC, a Delaware limited liability company
dkupetz@sulmeyerlaw.com, dperez@sulmeyerlaw.com;dperez@ecf.courtdrive.com;dkupetz@ecf.courtdrive.com

Matthew A Lesnick on behalf of Creditor SecureComm. LLC
matt@lesnickprince.com, matt@ecf.inforuptcy.com;jmack@lesnickprince.com

Victor A Sahn on behalf of Debtor collab9, LLC, a Delaware limited liability company
vsahn@sulmeyerlaw.com,
pdillamar@sulmeyerlaw.com;pdillamar@ecf.inforuptcy.com;vsahn@ecf.inforuptcy.com;cblair@sulmeyerlaw.com;cblair@ecf.inforuptcy.com

United States Trustee (LA)
ustpreion16.la.ecf@usdoj.gov

Sharon Z. Weiss on behalf of Creditor Avaya, Inc.
sharon.weiss@bclplaw.com, raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com

Claire K Wu on behalf of Debtor collab9, LLC, a Delaware limited liability company
ckwu@sulmeyerlaw.com,
mviramontes@sulmeyerlaw.com;ckwu@ecf.courtdrive.com;ckwu@ecf.inforuptcy.com;kfiles@sulmeyerlaw.com

Hatty K Yip on behalf of U.S. Trustee United States Trustee (LA)
hatty.yip@usdoj.gov, hatty.k.yip@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

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

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 4/14/2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.



☒ Service information continued on attached page

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

4/14/21

Date

Maria R. Viramontes

Printed Name

/s/Maria R. Viramontes

Signature



3. SERVED VIA E-MAIL

DEBTOR

collab9, LLC
21515 Hawthorne Blvd.
Suite 200
Torrance, CA 90503
Email: kschatzle@collab9.com

ATTORNEYS FOR COLLAB9, LLC (Arbitration)

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Greg K. Hafif, Esq.
L/O Herbert Hafif
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OFFICE OF THE UNITED STATES TRUSTEE

United States Trustee
Hatty K Yip, Esq.
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Suite 1850
Los Angeles, CA 90017
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Email: hatty.yip@usdoj.gov

SECURED CREDITOR:

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ATTORNEYS FOR SECURECOMM. LLC

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20 LARGEST UNSECURED CREDITORS:

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Email: billing@equinix.com

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Email: invoiceinquiry@verizon.com

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