

ASSET PURCHASE AGREEMENT

by and between

**DEVELOPMENT SPECIALISTS, INC., an Illinois Corporation
Solely in Its Capacity as the Assignee for the Benefit of Creditors of Kagi,
a California Corporation**

and

BXWIP HOLDING CO PTY LTD.

An Australian Company

Dated as of May 12th, 2017



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of May 12, 2017 (the "Effective Date"), by and between Development Specialists, Inc., an Illinois corporation, ("Seller" or "Assignee"), in its sole and limited capacity as assignee for the benefit of creditors of Kagi, a California corporation ("Assignor" or "Kagi"), and BXWIP Holding Co. Pty Ltd., an Australian company ("Purchaser"). Seller and Purchaser are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On or about July 20, 2016, the Board of Directors of Kagi held a meeting ("Consent of Directors To Hold Meeting") wherein they adopted, resolved and authorized the directors of the company, *inter alia*, to execute and delivery of an assignment for the benefit of creditors (the "Assignment") to Development Specialists, Inc., an Illinois corporation.

B. On August 1, 2016, Assignor and Assignee executed a General Assignment for the Benefit of Creditors (the "Assignment"). Pursuant to the Assignment, the Assignee agreed to effect an orderly liquidation of the property and assets of Kagi and distribution of the proceeds therefrom to holders of claims against Assignor in accordance with applicable law.

C. Assignor owned certain issued and pending patents (as more fully defined in Section 1.2 below, the "Purchased Assets"), which were assigned to Assignee pursuant to the Assignment. Assignee has marketed the Purchased Assets in furtherance of the liquidation process authorized by the Assignment.

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Purchased Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

1. PURCHASE AND SALE OF PURCHASED ASSETS.

1.1 Agreement to Sell and Purchase the Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Purchaser at the Closing (as defined in Section 2.2 below), and Purchaser agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to the Purchased Assets. The Purchased Assets are sold, assigned, transferred and conveyed to Purchaser on the Closing Date "as is" and "where is", subject to such rights and licenses that may have been granted or promised by Assignor prior to the Assignment (as set forth in the complete list described in Exhibit B attached hereto), with no other representations or warranties other than those specifically set forth in this Agreement.

1.2 Purchased Assets Defined. As used in this Agreement, the term "Purchased Assets" means, collectively, all of Seller's right, title and interest in and to the assets listed on Exhibit A attached hereto, including all divisions, substitutions, continuations, continuations-in-part, reissues, re-examinations, extensions, and all domestic US and foreign counterparts thereof; and including the right to sue after the Effective Date for injunctive relief, damages for infringement of any of the Purchased Assets accruing on and after the Effective Date, and damages for infringement prior to the Effective Date. The Purchased Assets shall

not, under any circumstances, include any item not set forth on Exhibit A including, but not limited to, (i) cash, (ii) accounts receivable, (iii) state or federal tax refunds, (iv) insurance refunds or recoveries, (v) utility or leasehold security deposits, (vi) furniture, fixtures and certain equipment, or (vii) any other asset.

2. PURCHASE PRICE.

(a) Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all the Purchased Assets to Purchaser, Purchaser shall pay to Seller the sum of \$90,000.00 (the "Purchase Price"), which has been and shall be paid at the "Closing," as defined herein.

2.2 Closing. Concurrently with the execution of this Agreement by both Parties, Purchaser shall deliver to Seller the Purchase Price in cash by wire transfer in immediately good and available funds by Purchaser to the following account maintained by Seller:

Upon confirmation of receipt of the Purchase Price, Seller shall deliver to Purchaser a fully executed copy of this Agreement and Assignment documents.

3. NO OBLIGATIONS TO THIRD PARTIES.

3.1 The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of Australia.

4.2 Authority; Binding Nature of Agreement. Purchaser has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing, delivery and performance by Purchaser of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Purchaser. This Agreement, when signed and delivered by Purchaser, will be duly and validly executed and delivered and will be the valid and binding obligation of Purchaser.

4.3 **Litigation.** To the best of Purchaser's knowledge, there is no proceeding against Purchaser (or any corporation or entity affiliated with Purchaser) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

4.4 **Brokers.** No person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Purchaser in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.**

Seller hereby represents and warrants to Purchaser that all the following statements are true, accurate and correct:

5.1 **Assignee's Authority.** Seller is the Assignee for the benefit of creditors of Assignor. Seller, as Assignee, has authority to sell, assign, and transfer all of its right, title and interest in and to the Purchased Assets to Purchaser.

5.2 **Authority; Binding Nature of Agreement.** The Assignee represents and warrants that all of the following statements are true: As Assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Seller, as Assignee. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as Assignee.

5.3 **Litigation.** To the best of Seller's knowledge, there is no proceeding against Seller or Kagi (or any corporation or entity affiliated with Seller or Kagi) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

5.4 **Exhibit B.** To the best of Seller's knowledge, Exhibit B is a list of the rights and licenses that may have been granted or promised by Assignor prior to the Assignment.

6. **SALE "AS-IS" AND "WHERE-IS"**

6.1 The Seller is selling the Assets to Purchaser "AS-IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER AND ITS ATTORNEYS, CONSULTANTS AND REPRESENTATIVES (INCLUDING, WITHOUT LIMITATIONS, CERIAN TECHNOLOGY VENTURES, LLC) SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND PURCHASER, BY ACCEPTING THIS AGREEMENT AGREES TO TAKE THE SPECIFIED ASSETS ON THAT BASIS.

6.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION.

7. COVENANTS OF PURCHASER.

Purchaser covenants and agrees with Seller as follows:

7.1 Taxes and any Other Charges Related to the Sale. Each of the parties shall bear its own charges, fees and expenses in connection with the sale of the Purchased Assets; provided, however, that the Purchaser shall bear and reimburse Seller for any sales taxes, use taxes, transfer taxes, documentary charges, recording fees, filing fees or similar taxes that may become payable in connection with the sale of the Purchased Assets to Purchaser.

7.2 Survival of Covenants. The covenants set forth in Section 7.1 shall survive the Closing.

8. COVENANTS OF SELLER.

Seller covenants and agrees with Purchaser as follows:

8.1 Further Assurances. From and after the Closing Date and at no additional cost to Purchaser (except for reimbursement of actual and reasonable out of pocket expenses of the Seller), Seller shall reasonably cooperate with Purchaser and sign and deliver to Purchaser any and all such additional documents (including without limitation the assignment form attached hereto as Exhibit C), instruments, endorsements and related information and take actions as Purchaser may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Purchased Assets to Purchaser, and/or carrying out the provisions of this Agreement. Such additional documents, instruments, endorsements or related information shall be prepared by Purchaser.

8.2 Survival of Covenant. The covenants set forth in Section 8.1 above shall survive the Closing and termination of this Agreement.

9. CONDITIONS TO CLOSING.

Seller's obligation to sell and transfer the Purchased Assets to Purchaser and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part, in writing):

9.1 Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

9.2 Performance of Covenants. Purchaser shall have performed, in all material respects, all covenants required by this Agreement to be performed by Purchaser on or before the Closing Date.

9.3 Delivery of Consideration. Seller shall have received the Purchase Price in full.

9.4 Additional Documents. The Purchaser shall have executed and delivered to the Seller, at no additional cost to the Purchaser, any and all agreements,

documents and/or instruments that the Seller, in its sole discretion, deems necessary for the consummation of the transactions contemplated by this Agreement.

10. CLAIM AGAINST THE SELLER.

10.1 Purchaser acknowledges and agrees that any claim by Purchaser against Seller arising from, concerning or related to this Agreement or the sale of the Purchased Assets to the Purchaser (the "Claim") shall be paid solely from funds of the Kagi estate and in accordance with the priorities established by law. In no event shall the Seller, or its past, present and future predecessors, parents, subsidiaries, affiliates, successors, assigns, principals, shareholders, officers, directors, partners, employees, members, agents, servants, heirs, executors, administrators, attorneys, consultants, advisors, administrators and other representatives, have any liability to the Purchaser on account the Claim. This Section 10.1 shall survive the Closing and termination of this Agreement.

11. MISCELLANEOUS.

11.1 Expenses. Each of the Parties shall bear its own costs, expenses and attorneys' fees in connection with this Agreement and the consummation of the transaction contemplated hereby.

11.2 Notices. Any notice or other communication required or permitted to be delivered to either Party under this Agreement must be in writing and will be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service) to the address set forth beneath the name of such Party below (or to such other address as such Party shall have specified in a written notice given to the other Party):

(a) If to Seller:

Development Specialists, Inc.
Assignee for the Benefit of Creditors of Kagi, Inc.
Attn: Kyle Everett
Development Specialists, Inc.
150 Post Street, Suite 400
San Francisco, CA 94108

With copy to:

Christopher H. Hart
Nuti Hart LLP
411 30th Street, Suite 408
Oakland, CA 94609

(b) If to Purchaser:

BXWIP Holding Co Pty Ltd
50 Ord Street, Perth
Western Australia,
Australia 6005

11.3 **Integration.** This Agreement constitutes the entire Agreement between the Parties hereto, pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and other signings between the Parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

11.4 **Waiver.** No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

11.5 **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Signatures on copies of this Agreement reproduced electronically or by facsimile shall be deemed as effective as original signatures on counterparts.

11.6 **Parties Bound.** This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns. However, there are no third party beneficiaries of this Agreement.

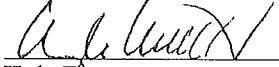
11.7 **Choice of Law and Exclusive Forum.** This Agreement shall be construed in accordance with the laws of the State of California and, where appropriate, applicable federal law. Any disputes concerning this Agreement shall be determined exclusively by a court of competent jurisdiction in the State of California, without a right to a jury trial.

11.8 **Headings and Construction.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Each party participated in the negotiation and drafting of this Agreement, so this Agreement shall not be interpreted or construed against either Party based upon the preparation of this Agreement.

IN WITNESS WHEREOF, the Parties executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

Development Specialists, Inc., in its sole and limited capacity as Assignee for the Benefit of Creditors of Kagi, Inc.

By: 
Name: Kyle Everett
Title:

PURCHASER:

BXWIP Holding Co Pty Ltd

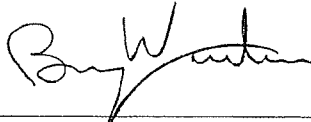
By: 
Name: Barnaby Egerton-Warburton
Title: Director

EXHIBIT A: PURCHASED ASSETS

<u>Status</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Filed in Country</u>	<u>Title</u>
US Patent Issued		8,805,738	US	METHOD AND APPARATUS FOR VERIFYING FINANCIAL ACCOUNT INFORMATION
US Patent Issued		7,765,153	US	METHOD AND APPARATUS FOR VERIFYING FINANCIAL ACCOUNT INFORMATION
US Patent Issued		7,588,181	US	METHOD AND APPARATUS FOR VERIFYING THE LEGITIMACY OF A FINANCIAL INSTRUMENT
US Patent Issued		8,131,617	US	METHOD AND APPARATUS FOR VERIFYING THE LEGITIMACY OF A FINANCIAL INSTRUMENT
US Patent Issued		6,032,863	US	METHOD AND APPARATUS FOR PRODUCING MACHINE READABLE BAR CODE

EXHIBIT B- PRIOR LICENSE GRANTS AND COMMITMENTS

NONE

Handwritten signature or initials in black ink, possibly reading "RAC".

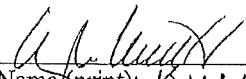
EXHIBIT C- FORM OF ASSIGNMENT

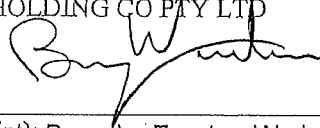
ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations stated in the Asset Purchase Agreement between the parties with an effective date of April __, 2017 ("Effective Date") ("Patent Assignment Agreement"), Development Specialists, Inc., an Illinois Corporation having a place of business at 150 Post Street, Suite 400, San Francisco, CA and Kagi, a California Corporation (hereinafter "ASSIGNOR"), hereby grants and assigns to BXWIP Holding Co Pty Ltd, an Australian corporation having a place of business at 50 Ord Street, Perth, Western Australia, (hereinafter "ASSIGNEE"), all of Assignor's right, title and interest in and to the patents list in attached Exhibit (hereinafter, collectively, "ASSIGNED PATENTS"), to have and to hold the same, unto ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors and assigns, including all damages for infringement of any of the Assigned Patents accruing prior to, on and after the Effective Date and the sole right to sue therefore under such Assigned Patents, for the full term or terms of all such ASSIGNED PATENTS..

ASSIGNOR hereby gives consent to ASSIGNEE to take solely in ASSIGNEE's name all necessary procedures for recording this ASSIGNMENT with the respective patent offices.

ASSIGNOR:
DEVELOPMENT SPECIALISTS, INC. SOLELY
AS ASSIGNEE FOR THE BENEFIT OF
CREDITORS OF KAGI


Name (print): KYLE EVERETT
Title: SENIOR MANAGING DIRECTOR
Date: 5/12/17


ASSIGNEE:
BXWIP HOLDING CO PTY LTD

Name (print): Barnaby Egerton-Warburton
Title: Director
Date: 12/05/2017

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations stated in the Asset Purchase Agreement between the parties with an effective date of May 15, 2017 ("Effective Date") ("Patent Assignment Agreement"), Development Specialists, Inc., an Illinois Corporation having a place of business at 150 Post Street, Suite 400, San Francisco, CA and Kagi, a California Corporation (hereinafter "ASSIGNOR"), hereby grants and assigns to BXWIP Holding Co Pty Ltd, an Australian corporation having a place of business at 50 Ord Street, Perth, Western Australia, (hereinafter "ASSIGNEE"), all of Assignor's right, title and interest in and to the patents listed in attached Exhibit A (hereinafter, collectively, "ASSIGNED PATENTS"), to have and to hold the same, unto ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors and assigns, including all damages for infringement of any of the Assigned Patents accruing prior to, on and after the Effective Date and the sole right to sue therefore under such Assigned Patents, for the full term or terms of all such ASSIGNED PATENTS..

ASSIGNOR hereby gives consent to ASSIGNEE to take solely in ASSIGNEE's name all necessary procedures for recording this ASSIGNMENT with the respective patent offices.

ASSIGNOR:
DEVELOPMENT SPECIALISTS, INC. SOLELY
AS ASSIGNEE FOR THE BENEFIT OF
CREDITORS OF KAGI


Name (print): KYLE EVERETT
Title: SENIOR MANAGEMENT DELECTION
Date: 5/16/17

ASSIGNEE:
BXWIP HOLDING CO PTY LTD

Name (print):
Title:
Date: _____

EXHIBIT A TO THE ASSIGNMENT: LIST OF PATENTS

<u>Status</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Filed in Country</u>	<u>Title</u>
US Patent Issued		8,805,738	US	METHOD AND APPARATUS FOR VERIFYING FINANCIAL ACCOUNT INFORMATION
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