

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (the "Agreement") is made and entered into as of this June 5, 2015, by and between Rubicon Communications, LLC, a Texas limited liability company ("Seller"), and SmallWorks, LLC, a Texas limited liability company ("Buyer").

Recitals

A. Seller has agreed to sell, and Buyer has agreed to purchase, all assets, business, property and rights, whether tangible or intangible owned by Seller (the "Purchased Assets"); and

B. Buyer has agreed to assume all obligations of Seller associated with such assets, business, property and rights (the "Assumed Liabilities");

NOW, THEREFORE, in consideration of the foregoing, and the agreements contained herein, the parties hereto hereby agree as follows:

1. Sale and Assignment

1.1 Rights Conveyed

For and in consideration of the sum [REDACTED] DOLLARS and other valuable consideration, receipt of which is hereby acknowledged, Seller hereby sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, to have and to hold forever, and Buyer hereby assumes, acquires and accepts:

- (a) all of Seller's right, title and interest in the Purchased Assets;
- (b) all of Seller's right, title and interest in the [REDACTED] and goodwill, and all other rights of Seller, relating to the business of the Seller;
- (c) such of Seller's other rights and remedies as may directly or indirectly relate to, or be necessary or desirable for the enjoyment of, the rights assigned in this Section 1.1.

2. Assumption of Liabilities

2.1 Assumed Liabilities

Buyer hereby expressly assumes, and agrees to pay, perform, defend and discharge, if, when and as due, and thereafter to indemnify and hold Seller harmless from, any Assumed Liabilities.

1 Rubicon Communications, LP Ex. 1033
Rubicon Communications, LP vs. LEGO A/S
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Deponent: [REDACTED]

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2.2 Other Liabilities

Seller hereby acknowledges and agrees that in no event will Buyer be liable for or suffer any Liability other than the Liabilities explicitly identified as Assumed Liabilities.

3. Miscellaneous

3.1 Successors and Assigns

This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors, transferees and assigns.

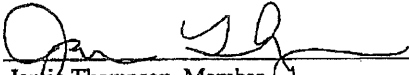
3.2 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


SELLER:

Rubicon Communications, LLC, a Texas limited liability company

By: 
Jamie Thompson, Member

BUYER:

SmallWorks, LLC, a Texas limited liability company

By: 
James Thompson, Manager