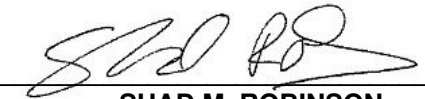




IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: April 19, 2024.


SHAD M. ROBINSON
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
	§	Case No. 23-10164-smr
ASTRALABS, INC.,	§	
	§	Chapter 7
Debtor.	§	

**ORDER GRANTING TRUSTEE’S MOTION FOR
AUTHORITY TO SELL DESIGNATED SECURITIES WARRANTS,
FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES,
AND PROVIDING RELIEF PURSUANT TO 11 U.S.C. § 363(b), (f), AND (m)**

CAME ON FOR CONSIDERATION the *Motion (I) for Authority to Sell Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s)* [Docket No. 351] (the “Sale Motion”),¹ filed by Randolph N. Osherow, not individually but in his capacity as the duly appointed chapter 7 trustee (the “Trustee”) for and on behalf of ASTRALABS, Inc., d/b/a “Newchip” (the “Debtor”) and its bankruptcy estate arising under 11 U.S.C. § 541 (“Estate”).

¹ Capitalized terms used herein, not otherwise defined, shall be given the meaning ascribed in the Sale Motion.

After reviewing and considering the Sale Motion, the evidence, representations of counsel, argument presented at a hearing before the Court (the “Final Sale Hearing”), and the entire record before it; and this Court having found that the relief requested in the Sale Motion is in the best interests of the Debtor, the Estate, its creditors and stakeholders, and all other parties-in-interest; and this Court having determined that the legal and factual bases set forth in the Sale Motion and considered at the Final Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing, the Court further finds and concludes as follows²:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(b) and the standing Western District of Texas Order of Reference of Bankruptcy Cases and Proceedings. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and a matter that arises exclusively under the provisions of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”) and as to which the Court accordingly has the power consistent with the United States Constitution to enter a final order. The Trustee has expressly consented to such a final disposition by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. On March 17, 2023 (the “Petition Date”), the Debtor commenced the above-captioned and numbered case (the “Bankruptcy Case”) by filing a voluntary petition for relief under chapter 11, subchapter V, of the Bankruptcy Code, thereby creating the Debtor’s Estate.

C. On May 12, 2023 (the “Conversion Date”), the Court entered its *Order Converting Case to Chapter 7* [Docket No. 89], converting the Bankruptcy Case to chapter 7, discharging the subchapter V trustee, and appointing the Trustee as the interim trustee to oversee the

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

administration, operation, and management of the Debtor's Estate and its business. On August 22, 2023, the United States Trustee filed its *Report of a Disputed Election of Trustee Pursuant to Federal Rule of Bankruptcy Procedure 2003* [Docket No. 265] (the "UST's Report"), and no motion for the resolution of the dispute was filed within 14 days of the report. The Trustee, accordingly, continues to serve as Chapter 7 Trustee. *See* Fed. R. Bankr. P. 2003(d)(2). No official committee has been appointed in the Bankruptcy Case.

D. Among the assets of the Debtor's bankruptcy Estate, the Debtor owns a portfolio of certain warrant securities issued to the Debtor generally by former customers (collectively, the "Warrants"), which appear to comprise the Debtor's primary assets. Although the forms of the Warrants evolved over time and therefore are not identical, the Warrants generally expire after certain periods (*e.g.*, twenty-four months after the effective date), subject to certain provisions for periodic disclosure obligations and potential extension.

E. As of the Petition Date, the U.S. Small Business Administration ("SBA"), holds a claim in the amount of \$519,401.25, secured by perfected liens and security interests in a substantially all of the Debtor's personal property ("SBA Claim"). *See* Proof of Claim dated July 12, 2023, and assigned Claim No. 228-1 in the official Claims Register maintained by the Clerk of the Court for the Bankruptcy Case. The SBA Claim accrues annual interest at a rate of 3.75% per year. *Id.* at 2.

F. On July 11, 2023, this Court entered its Order [Docket No. 172] extending the deadline for the Trustee to seek to assume or reject executory contracts as provided in section 365 of the Bankruptcy Code through October 11, 2023 (the "Assumption / Rejection Deadline"). On October 10, 2023, this Court entered its Order [Docket No. 336] further extending the Assumption / Rejection Deadline to January 15, 2024, without prejudice to other and further

requests. On January 3, 2024, the Court entered its Order [Docket No. 365], further extending the Assumption / Rejection Deadline to April 30, 2024, without prejudice to other and further requests.

G. On September 6, 2023, the Court entered its Order [Docket No. 296] authorizing the Trustee to retain PEAK Technology Partners, LLC (the “Sale Agent”)—a licensed, technology-focused investment banker and securities broker specializing in sell-side transactions—to act as the Estate’s agent in connection with its marketing and sale of its assets, including Warrants.

H. As set forth in the Sale Motion, the Trustee and the Sale Agent identified certain Warrants for sale (collectively, the “Sale Assets”) pursuant to the Sale Motion (the proposed “Sale”), which Sale Assets are listed on **Exhibit “1”** attached to the Sale Procedures (defined below).

I. On December 18, 2023, this Court held an initial hearing to consider the Sale Motion, pursuant to which the Court entered an order [Docket No. 359] that, *inter alia*: (i) approved certain procedures to govern the marketing and Sale of the Sale Assets (the “Sale Procedures”), including but not limited to procedures governing the assumption and assignment of the Sale Assets to the Purchaser to the extent they constitute executory contracts within the meaning of section 365 of the Bankruptcy Code; and (ii) scheduled the Final Sale Hearing to consider the Court’s approval of the Sale to the Qualified Bidder(s) making the highest and best Qualified Bid or combination of Qualified Bids (collectively, the “Successful Bid”) for the Sale Assets (collectively, the “Successful Bidder”), as well as to the Qualified Bidder(s) making the next best and highest offer (collectively, the “Back Up Bid”) for the Sale Assets (collectively, “Back Up Bidder”).

J. On December 19, 2023, the Court-approved *Notice of Entry of Order (I) Approving Notice, Sale, and Executory Contract Procedures for Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances; and (II) Scheduling Final Sale Hearing*, including the Sale Procedures, was served on all parties entitled to or requesting notice in the Bankruptcy Case, as well as on known interested bidders. See Docket No. 360 (the “Sale Procedures Order”).

K. The Sale Procedures Order, *inter alia*, also set an initial deadline to assert any and all objections to the Sale, including objections to the assumption and/or assignment of Warrants as executory contracts (but not including objections based on the identity of the proposed purchaser(s)), for 5:00 p.m. (prevailing Central Time) on January 16, 2024.

L. Following the filing of a number of objections, on January 26, 2024, this Court held a hearing to consider same, and on February 1, 2024, entered its *Order Overruling Objections to Trustee’s Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances* [Docket No. 382]. That Order also contemplated the proposed resolution of additional, potential disputes among the Trustee and Estate with certain Warrant issuers, and through the foregoing Order and corresponding proceedings, the list of Sale Assets was reduced to approximately one hundred thirty four (134) Warrants. See *Trustee’s Notice of Amended Sale Assets* [Docket No. 378].

M. Pursuant to the Sale Procedures and following the Bid Deadline set forth therein, on March 25, 2024 [Docket No. 392], the Trustee filed his notice identifying the Successful Bidders and Successful Bids (hereinafter, “Purchaser” refers to each Successful Bidder itemized below, and Purchase Price refers to the following highest bid amount(s) by the relevant Successful

Bidders), determined by the Trustee in consultation with the Sale Agent, in the Trustee's reasonable business judgment and sole discretion, as follows:

1. Purchaser: Bitewell, Inc.
 - a. Bid Amount: \$5,000.00
 - b. For Sale Asset Contract No.³: 45
2. Purchaser: ClearForce, Inc.
 - a. Bid Amount: \$5,000.00
 - b. For Sale Asset Contract No.: 69
3. Purchaser: Palm Ventures LLC
 - a. Bid Amount: \$5,000.00
 - b. For Sale Asset Contract Nos.: 122, 131
4. Purchaser: Angel Deal Syndicate
 - a. Bid Amount: \$43,000.00
 - b. For Sale Asset Contract Nos.: 3, 5, 6, 8, 9, 15, 20, 28, 61, 63, 66, 73, 93, 95, 98, 106, 116, 118, 126, 127, 134, 137, 147, 154

Docket No. 392.

N. As demonstrated by testimony and other evidence proffered or adduced at the Final Sale Hearing and the representations of counsel made on the record at the Final Sale Hearing, the Trustee and his professionals have received no other higher or better offers. The Sale process undertaken by the Trustee and his professionals with respect to the Sale Assets has been adequate and appropriate under the particular circumstances, and the Purchase Price represents the highest and best proposal received by the Trustee, thereby maximizing the value of the Sale Assets for the Debtor's Estate. Furthermore, the Purchase Price is fair and adequate and constitutes reasonably

³ Sale Asset contract numbers can be identified from the list of Amended Sale Assets / Executory Contract Schedule [Docket No. 378-1], a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes.

equivalent value and fair consideration under the Bankruptcy Code and any other applicable laws of the United States or any of its jurisdictions or subdivision.

O. The Purchase Price was negotiated by the Trustee and each respective Purchaser without collusion, in good faith, and at arm's length. Neither the Trustee nor any Purchaser has engaged in any conduct that would cause or permit any Purchase Price to be avoided under section 363(n) of the Bankruptcy Code. No Purchaser, nor any of them, nor any of their affiliates or representatives, is an "insider" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code.

P. Each Sale and APA (as applicable) was negotiated and entered into in good faith as that term is used in section 363(m) of the Bankruptcy Code. Consequently, each Purchaser, to the extent it timely and fully closes and performs the Sale and APA, as applicable, is hereby deemed to be a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, shall be entitled to all of the protections afforded thereby.

Q. The assumption and assignment to each Purchaser of the relevant Sale Assets, to the extent they constitute executory contracts designated by said Purchaser, is a sound and reasonable exercise of the Trustee's business judgment and complies with Bankruptcy Code section 365.

R. Further, given that each Purchaser is acquiring the assets free and clear of all liens, claims, and encumbrances pursuant to section 363(f), each Purchaser is not, cannot and shall not be a successor-in-interest to the Debtor as to any other creditor or other parties-in-interest as to such liens, claims, interests and encumbrances.

S. As further set forth herein, the Trustee may sell the Sale Assets free and clear of any and all liens, claims, interests and encumbrances, pursuant to 11 U.S.C. § 363(f), because, in

each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. In particular, subject to the provisions of this order (this “Final Sale Order”) set forth below, the SBA has consented to the entry and implementation of this Final Sale Order and to the Sale of the Sale Assets to each respective Purchaser.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Sale Motion is GRANTED as set forth herein.
2. All objections to the entry of this Final Sale Order or to the relief granted herein, whether filed, stated on the record before the Court, or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Final Sale Order or to the relief granted herein that were not timely filed are hereby forever barred.
3. The proposed Sale to each Purchaser is hereby approved for the purchase and sale of the respective Sale Assets, free and clear of any and all liens, claims, interests and encumbrances, in exchange for the applicable Purchase Price and as otherwise further set forth herein and in the APAs submitted by the Purchaser with its Qualified Bid, as applicable. The proposed form of APA with Purchaser Angel Deal Syndicate, LLC, and the proposed form of APA with Purchaser Palm Ventures, LLC, each submitted to the Court and admitted as exhibits in connection with the Final Sale Hearing, are each hereby approved, including as may be reasonably modified by the consent of the Trustee and the relevant Purchaser provided that such modifications are consistent with this Final Sale Order.
4. Pursuant to section 363 of the Bankruptcy Code, the Trustee is authorized and directed to take any and all actions necessary to consummate the Sale of the Sale Assets pursuant to and in accordance with the terms and conditions of this Final Sale Order and the Sale Motion.

5. At the closing, the Trustee is authorized in the Trustee's discretion, but not required, to pay the SBA Claim to the SBA, in the amount of \$519,401.25, plus a per diem of \$53.36 calculated from and after the Petition Date to the date of payment of the SBA. In the event that the Trustee does not pay the SBA Claim at the closing of the Sale: (i) the SBA's liens and security interests securing the repayment of the SBA Claim shall automatically transfer to the proceeds of Sale received by the Trustee with the same validity, priority, and extent as existed against the Sale Assets prior to the entry of this Final Sale Order; (ii) the SBA Claim shall continue to accrue interest until paid; and (iii) the Trustee shall reserve and not expend Sale proceeds in an amount sufficient to pay in full the SBA Claim plus accrued interest, unless and until subsequently ordered otherwise by this Court upon prior notice to the SBA. All of the Trustee's and Estate's rights to seek to surcharge the SBA's collateral pursuant to 11 U.S.C. § 506 are hereby reserved and preserved.

6. The Trustee is hereby authorized to pay his Sale Agent its Court-ordered commission from the proceeds of Sale and at the closing of the Sale; *provided, however*, that, as set forth in the Court's retention Order at Docket No. 296, the Sale Agent remains subject to final allowance, reconsideration, and approval by this Court of any and all reasonable and actual out-of-pocket expenses paid or payable to the Sale Agent, pursuant to an application by or for such final allowance and payment of same. Notwithstanding the foregoing, Mr. Andrew Ryan expressly reserves all rights to oppose, object to, seek disgorgement or reconsideration of, any commission, compensation or reimbursement payable or paid to the Sale Agent in this Bankruptcy Case, and such reservation is hereby preserved notwithstanding the entry of this Final Sale Order. All disbursements of Sale proceeds, including at the closing of the Sale, are hereby deemed to be made by and through the Trustee.

7. If any Successful Bidder does not close the Sale by no later than 5:00 p.m. (prevailing Central Time) on **May 20, 2024, which is the first business date that is thirty (30) days following entry of this Final Sale Order** (“Defaulting Purchaser”), the Trustee may, in his sole discretion, notify any other Successful Bidder, as Purchaser, of the opportunity to close its own Successful Bid as well as the Defaulting Purchaser’s Successful Bid, in which event:

- i. The Trustee shall retain such Defaulting Purchaser’s Deposit, entirely and as damages for the benefit of the Estate and for all purposes; and
- ii. Notwithstanding any other provision of this Paragraph 7, in the event fewer than all of the Successful Bidders fail to close the Sale as required under this Final Sale Order, only the defaulting Purchaser(s) shall forfeit its Deposit, and the Trustee, in his sole discretion, may nevertheless determine to proceed with closing the Sale, or the remainder of the Sale, with the remaining, non-defaulting Purchaser(s), in the Trustee’s sole discretion.

8. Following closing, the Trustee shall file with the Court and provide to the UST the statement of Sale proceeds required by Federal Rule of Bankruptcy Procedure 6004(f).

9. This Final Sale Order is binding upon all creditors of, and equity holders in, the Debtor and any and all other parties-in-interest.

10. Upon the closing and funding, the respective Sale Assets shall be transferred and deemed transferred to each respective Purchaser free and clear of any and all liens, claims, and encumbrances pursuant to 11 U.S.C. § 363(f).

11. Following the closing, the Trustee and Purchasers are authorized to file appropriate termination statements, instruments of satisfaction, or releases of all liens and to take reasonable

actions to perform and implement the Sale to each Purchaser in accordance with the terms of this Final Sale Order and the Purchaser's APA with the Debtor, as applicable.

12. The Trustee is authorized to assume and assign to each Purchaser the Sale Asset Warrants to the extent such Warrants constitute executory contracts designated under this Final Order or the APA, as applicable, to be assumed and assigned to any such Purchaser, which designation may be modified pursuant to the terms of the APA (if applicable) (the "Assigned Contracts"), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, and effective as of the closing; *provided, however*, that: (i) the respective Assigned Contracts shall be assumed by each Purchaser free and clear of all interests of any kind or nature whatsoever; (ii) the Trustee shall be permitted to execute and deliver to each Purchaser all such documents and instruments as the Purchaser deems necessary to assign and transfer the Assigned Contracts to the Purchaser; (iii) except as expressly provided otherwise in this Final Sale Order, the Assigned Contracts shall remain in full force and effect for the benefit of the each relevant Purchaser, notwithstanding any provision to the contrary and including, but not limited to, any provisions described in sections 365(b)(2), (e)(1), and (f) that prohibit, restrict, or condition such assignment or transfer; and (iv) each Purchaser assumes each and every respective Assigned Contract as contemplated by this Final Sale Order and APA, as applicable, subject to any and all provisions set forth therein, including without limitation, any provision providing for a "right of first refusal" held by the issuer, any and all related rights and obligations, but solely to the extent valid and enforceable under applicable law. No cure obligations apply to the Estate's assumption and assignment to the Purchase of any Assigned Contracts, nor shall any Purchaser have any such obligations as a result of the Sale. The Sale Assets are hereby ordered and authorized to be sold to each Purchaser "as is, where is, with all faults," and with no representation nor warranty, whatsoever, provided by the Trustee, Debtor

nor Estate except as expressly set forth otherwise in this Order or a relevant APA approved by this Court.

13. Bitewell Inc. (“Bitewell”) Sale.

- i. Subject to paragraph 13(iii) hereinbelow, the Trustee, on behalf of the Debtor and its Estate, hereby sells, transfers, conveys, assigns, and delivers to Bitewell, and Bitewell, as a Purchaser, hereby purchases and accepts from the Trustee, all right, title, and interest of the Debtor and its Estate (if any) in and to the following Sale Assets: (a) the Sale Asset Warrant entitled Accelerator Warrant, dated July 31, 2021, purportedly by and between Newchip LLC and Bitewell (the “Bitewell Warrant”) and (b) any and all other equity securities of Bitewell, directly or indirectly, and any and all other direct or indirect rights to acquire or be issued equity securities of Bitewell, including, without limitation, options, warrants, and other purchase rights; in exchange for Bitewell’s payment to the Trustee of \$5,000 (the “Bitewell Purchase Price”), which is the aggregate Purchase Price for the foregoing Sale Assets in this paragraph 13 (such Sale constituting, collectively, the “Bitewell Sale”).
- ii. Bitewell shall pay the Bitewell Purchase Price to the Trustee by no later than the first business date that is twenty (20) days following the date of entry of this Final Sale Order, by check or wire transfer of immediately available funds.
- iii. The Bitewell Sale shall be effective on the first date upon which both of the following have occurred: (a) this Final Sale Order is entered, is not stayed, and becomes final and non-appealable (subject to Bitewell’s right to waive the requirement that this Final Sale Order is not stayed and is final and non-

appealable); and (b) the Trustee's receipt of the Bitewell Purchase Price. The Bitewell Sale shall be effectuated through this Final Sale Order without the need for further documentation, subject to paragraph 11.

14. ClearForce, Inc. ("ClearForce") Sale.

- i. By no later than the first business date that is twenty (20) days following the date of entry of this Final Sale Order, ClearForce shall pay the Trustee, by check or wire transfer, the amount of \$5,000.00 in immediately available funds ("ClearForce Payment").
- ii. Automatically upon the Trustee's receipt of the ClearForce Payment and in exchange for the Trustee's Sale to ClearForce and his mutual releases of ClearForce set forth herein, ClearForce, individually and on behalf of its respective predecessors in interest, successors, affiliated companies, estates, directors, officers, employees, agents, heirs, executors, representatives, insurers, attorneys, and assigns (collectively, the "Releasing ClearForce Parties"), hereby release, acquit, and forever discharge the Debtor, the Trustee, the Debtor's bankruptcy Estate arising under 11 U.S.C. § 541(a), and their respective predecessors in interest, successors, employees, agents, representatives, insurers, attorneys, and assigns (collectively, the "ClearForce Released Estate Parties") from any and all actions, suits, debts, covenants, contracts, controversies, agreements, promises, duties, obligations, claims, issues, demands, damages, injuries, losses, liabilities, expenses, attorneys' fees, and causes of action of any kind, whether arising in contract, in tort, by statute, at law, in equity, or otherwise, and whether fixed or contingent, liquidated or

unliquidated, known or unknown, concealed or revealed, discovered or undiscovered, actual or potential, direct or indirect, material or immaterial, disputed or undisputed, arising out of, related to, based upon, by reason of, or in any way involving any act, matter, transaction, occurrence, or event before the date of entry of this Final Sale Order, including any and all proofs of claim scheduled, filed, or asserted in the Bankruptcy Case, and any and all claims and causes of action that could have been asserted in the Bankruptcy Case, or that in any way relate to the Debtor, the Estate, or the Bankruptcy Case.

- iii. Automatically upon the Trustee's receipt of the ClearForce Payment and in exchange for same and the foregoing release consideration, (i) the Accelerator Scholarship Warrant issued or alleged issued to the Newchip LLC, dated as of February 22, 2021, as well as any other pre-petition agreement, warrant or option of the Debtor to acquire any equity interests of or in ClearForce (collectively, the "ClearForce Warrant"), is hereby deemed canceled, terminated, and void ab initio, without any prior exercise, and for all purposes; and (ii) the Trustee represents and warrants that the ClearForce Warrant has not been exercised or transferred.
- iv. Automatically upon the Trustee's receipt of the ClearForce Payment and in exchange for same and the foregoing release consideration, and except for those obligations created by or arising out of this Final Sale Order, Randolph Osherow, as Chapter 7 Trustee, and on behalf of each of the ClearForce Released Estate Parties, hereby releases, acquits, and forever discharges each of the Releasing ClearForce Parties, from any and all actions, suits, debts,

covenants, contracts, controversies, agreements, promises, duties, obligations, claims, issues, demands, damages, injuries, losses, liabilities, expenses, attorneys' fees, and causes of action of any kind, whether arising in contract, in tort, by statute, at law, in equity, or otherwise, and whether fixed or contingent, liquidated or unliquidated, known or unknown, concealed or revealed, discovered or undiscovered, actual or potential, direct or indirect, material or immaterial, disputed or undisputed, arising out of, related to, based upon, by reason of, or in any way involving any act, matter, transaction, occurrence, or event before the date of entry of this Final Sale Order, including but not limited to any and all claims and causes of action that could have been asserted in the Bankruptcy Case, or that in any way relate to the Debtor, the Estate, or the Bankruptcy Case.

15. Palm Ventures, LLC ("Palm Ventures") Sale. Notwithstanding the Court's approval of the Palm Ventures APA and authorization for the parties to close same as provided hereinabove, Subject to paragraph 15(iii) hereinbelow:

- i. The Trustee, on behalf of the Debtor and its Estate, hereby sells, transfers, conveys, assigns, and delivers to Palm Ventures, and Palm Ventures, as a Purchaser, hereby purchases and accepts from the Trustee, all right, title, and interest of the Debtor and its Estate in and to the following Sale Assets: (a) the Sale Asset Warrant issued by Fullcast.io to the Debtor, dated as of February 9, 2021; and (b) the Sale Asset Warrant issued by Firehawk Aerospace to the Debtor, dated as of February 15, 2021; in exchange for Palm Ventures' payment to the Trustee of \$5,000 (the "Palm Ventures Purchase Price"), which is the

aggregate Purchase Price for the foregoing Sale Assets in this paragraph 15 (such Sale constituting, collectively, the “Palm Ventures Sale”).

- ii. Palm Ventures shall pay the Palm Ventures Purchase Price to the Trustee, or the Trustee shall refund any excess portion of Palm Ventures’ prior deposit after crediting it to the Palm Ventures Purchase Price, no later than the first business date that is twenty (20) days following the date of entry of this Order, by check of immediately available funds.
- iii. The Palm Ventures Sale shall be effective on the first date upon which both of the following have occurred: (a) this Final Sale Order is entered, is not stayed, and becomes final and non-appealable (subject to Palm Ventures’ right to waive the requirement that this Final Sale Order is not stayed and is final and non-appealable); and (b) the Trustee’s receipt of the Palm Ventures Purchase Price.

16. Upon the closing and funding of the Sale with each Purchaser: (i) all persons and entities (and their respective successors and assigns), holding liens, claims, interests, or encumbrances arising under or out of, in connection with, or in any way relating to the Sale Assets, are hereby forever barred, estopped, and permanently enjoined from asserting any such liens, claims, interests, or encumbrances against said Purchaser or the Sale Assets sold to said Purchaser, including its respective successors, assigns, affiliates, and representatives, and (ii) no holder of any such liens, claims, interests, or encumbrances shall interfere with any such Purchaser’s title to, or use and enjoyment of, the Sale Assets based on or related to any such liens, claims, interests, or encumbrances.

17. Each Purchaser performing its Sale obligations as provided under this Order is hereby deemed to be a Purchaser in good faith within the meaning of 11 U.S.C. 363(m), and for all purposes.

18. Other than with respect to cure obligations contemplated by section 365 of the Bankruptcy Code as provided immediately above, the Purchaser takes the Assigned Contracts issued by any of the entities listed on **Exhibit “B”** hereto and incorporated herein by reference for all purposes (each, and collectively, the “RSB Client(s)”) subject to the validity, effectiveness, and legal enforceability of any Designated Securities Warrant and the RSB Client parties to the Assigned Contracts hereby reserve all rights with respect to such validity, effectiveness, and legal enforceability. Moreover, an RSB Client party’s participation in the sale process by providing information requested by the Trustee, the Debtor, the Purchaser, or their respective representatives, shall not be considered a waiver of such party’s rights with respect to the validity, effectiveness, and legal enforceability of a Designated Securities Warrant.

19. This Court retains jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Final Sale Order.

20. Notwithstanding Bankruptcy Rule 6004(h), this Final Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, such that, in the absence of any person or entity obtaining a stay pending appeal, the Trustee is free to close upon the Sale to the Purchaser.

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Order submitted by:

By: /s/ Jay H. Ong

Jay H. Ong
Texas Bar No. 24028756
Beverly A. Bass
Texas Bar No. 24125116
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Austin, Texas 78703
Telephone: (512) 391-6100
Facsimile: (512) 391-6149

*Counsel for Randolph N. Osherow,
Chapter 7 Trustee*

#	Warrant Counterparty	Alternate Mailing Address	E-mail	Contract Date	Cure Amount
1	1 Clique Systems Ayman Badawi Boutique Villa #in5, Knowledge Village Dubai, United Arab Emirates		ayman@1cliquesystems.com	February 6, 2021	\$0.00
2	11422049 Canada Inc. d/b/a Cxsphere 25 Watline Ave Mississauga ON L4Z 2Z1, Canada		sudipta@cxosphere.com	June 30, 2021	\$0.00
3	11Sight Aleks Gollu 2363 Carquinez Ave #301 El Cerrito, CA 94530	11Sight 1927 Cedar St Berkeley, CA 94709	farokh@11sight.com; eren@11sight.com	January 21, 2021	\$0.00
5	6Degrees LTD Miri Berger Dvora HaNevi'a 119 Tel Aviv, 6944039, Israel	6Degrees LTD Building 2, Dvora HaNevi'a Tel Aviv, 6972619, Israel	mb@6degrees.tech	December 11, 2020	\$0.00
6	8 Myles d/b/a Myles Comfort Food 1369 New York Ave NE Washington, DC 20002	8 Myles d/b/a Myles Comfort Food 1751 Pinnacle Dr McLean, VA 22102	myles@8myles.com	May 14, 2021	\$0.00
7	Accelery, LLC Lenwood Ross 64 Cobane Terrace West Orange, NJ 07052	Accelery, LLC 551 Valley Rd Montclair, NJ 07043	lross@accelery.com	October 31, 2020	\$0.00
8	ACE Green Recycling Nishchay Chadha 10 Woodleigh Cl Singapore 357905	ACE Green Recycling 1 Magazine Rd Central Mall Singapore 059567	nishchay.chadha@acerecycling.net	October 27, 2020	\$0.00
9	Adelante Shoe Co. Peter Sacco 1770 Massachusetts Ave Cambridge, MA 02140		peter@adelanteshoes.com	November 4, 2020	\$0.00
10	Aeromechs srl Beniamino Guida Via Parente, 10 80131 Aversa CE, Italy		beniamino.guida@aeromechs.eu	January 21, 2021	\$0.00
11	Aerostrovilos energy Pvt. Ltd Rohit Grover IIT Madras Research Park Chennai, Tamil Nadu 600113, India	Aerostrovilos energy Pvt. Ltd TRI3D, 3rd Floor, D block Phase II IIT Madras Research Park Chennai, Tamil Nadu 600113, India	rohit@aerostrovilos.com	January 26, 2021	\$0.00
12	Affective Markets Dan Gang Derech Hayam 13/13 Ganne Tiqwa, 55900, Israel	Affective Markets 1628 Bowling Ln San Jose, CA 95118	dan@affectivemarkets.com; dan.gang@affectivemarkets.com	November 30, 2020	\$0.00

#	Warrant Counterparty	Alternate Mailing Address	E-mail	Contract Date	Cure Amount
13	Afocusedpath PO Box 3736 Memphis, TN 38173	Afocusedpath 99 North Main St Memphis, TN 38103	rdeberry@afocusedpath.com	July 8, 2021	\$0.00
14	AgShift Miku Jha 1762 Technology Dr Ste 211 San Jose, CA 95110	AgShift 650 Town Centre Dr Costa Mesa, CA 95110	naveen@coinage.sg	October 30, 2020	\$0.00
15	AiDLT Global LTD d/b/a BlockBank Madison Building Midtown Queesnway, GX111AA, Gibraltar	AiDLT Global LTD d/b/a BlockBank J. Savickio g. 4-7 03108 Vilnius, Lithuania	maksim@blockbank.ai	February 21, 2023	\$0.00
16	Aikido Finance d/b/a STRATxAI Shane Monks O'Byrne Windy Ridge, Quarry Road Rathmichael Dublin, D18 E8C6, Ireland	Aikido Finance d/b/a STRATxAI Rathkip, Ballina Mayo, F26 KX86, Ireland	paul@aikido finance; shane@aikido finance	January 21, 2021	\$0.00
17	Align Money Inc d/b/a Digital Align Rajesh Patil 44533 Japala Pl Fremont, CA 94539		rajesh@digitalalign.com	November 30, 2020	\$0.00
18	Alippo Ayushi Sinha F-1001, Block 13 Suncity, Gold Strike, Bellandur 560102 Karnataka, India	Alippo Embassy TechVillage, Block L Dr Puneeth Rajkumar Rd Bengaluru, Karnataka 560103, India	ayushi@alippo.com	November 30, 2020	\$0.00
20	Altis 727 NE 3rd Ave Ft Lauderdale, FL 33304	Altis 1401 E Broward Blvd Fort Lauderdale, FL 33301	jeff@altisai.com; constantine@altisai.com	July 22, 2021	\$0.00
22	Amplio.ai 43877 Paramount Pl Chantilly, VA 20152		trung@amplio.ai	December 9, 2021	\$0.00
23	Ancana Living Andres Barrios Acueducto Río Hondo 110-piso 2 Miguel Hidalgo, 11000 Ciudad de México, CDMX, Mexico	Ancana Living C. Montes Urales 415 Miguel Hidalgo, 11000 Ciudad de México, CDMX, Mexico	andres@ancana.co	January 21, 2021	\$0.00
24	Aphelion Aerospace 5815 W 6th Ave Unit 2D Lakewood, CO 80214		mayala@aphelionaerospace.com; miguel.ayala@aphelionaerospace.com	June 2, 2022	\$0.00
25	App4Legal Feras El Hajjar Dubai World Central Dubai, Dubai, United Arab Emirates	App4Legal 954 Lexington Ave New York, NY 10021	connect@app4legal.com; felhajjar@app4legal.com	November 30, 2020	\$0.00
26	Applied Autonomy Olav Madland Kirkegata 4 3616 Kongsberg, Norway	Applied Autonomy Kongsberg Technology Park Kirkegårdsveien 45 3616 Kongsberg, Norway	olav.madland@appliedautonomy no	October 27, 2020	\$0.00

#	Warrant Counterparty	Alternate Mailing Address	E-mail	Contract Date	Cure Amount
28	AquaLith Advanced Materials Inc. 4467 Technology Dr College Park, MD 20742		gcooper@aqualith.net	March 15, 2022	\$0.00
29	Arya Health Records 2305 King Edward Ave W Vancouver BC V6L 1T3, Canada	Arya Health Records 200 Granville St Vancouver, BC V6C 1S4, Canada	rvandegriend@aryaehr.com	September 7, 2022	\$0.00
30	ASETS-LUX S.a.r.l 18 Om Flourer 5681 Dalheim, Luxembourg	ASETS-LUX S.a r.l 6A Av. des Hauts-Fourneaux 4362 Esch-Belval Esch-sur-Alzette, Luxembourg	ashwini.oke@asetlux.com	March 31, 2021	\$0.00
31	AstroReality 160 E Tasman Dr San Jose, CA 95134	AstroReality 10121 Miller Ave Cupertino, CA 95014	joanne@astroreality.com	March 29, 2021	\$0.00
32	Audalize Ptd Ltd Ross Woodhams Unit5 / 10 Canning Highway South Perth, Western Australia 6151, Australia	Audalize Pty Ltd 12 Graylands Rd Claremont WA 6010, Australia	ross.woodhams@audalize.com.au; ross.woodhams@audalize.co	January 21, 2021	\$0.00
33	B89 Mauricio Alban-Salas AVD LA PAZ, 528 LIMA, Lima, 15000, Peru		amparo@b89.io; mauricio@b89.io	October 27, 2020	\$0.00
35	Bayise Tutor, Inc. 38 7th St Rochester, NY 14609	Bayise Tutor, Inc. 519 Central Park Rochester, NY 14609	contact@bayisetutor.com	July 8, 2021	\$0.00
37	BeepQuest Bernardo Mohnblatt Jalapa 17, 5th Floor Roma Nte., Cuauhtémoc 06700 Ciudad de México, CDMX, Mexico		leon@beepquest.com; berny@beepquest.com	November 3, 2020	\$0.00
38	BeeReaders Inc Ruben Arias 8121 Bee Cave Rd Austin, TX 78746	BeeReaders Inc 115 Wild Basin Rd S Austin, TX 78746	ruben.arias@beereaders.com	November 30, 2020	\$0.00
39	Benevolently Carson Kelly 877 Cedar St Ste 150 Santa Cruz, CA 95060		carson@carsonkelly.com	October 27, 2020	\$0.00
41	Bestest, LLC Kelly Helmuth 5350 Via del Sole Williamsville, NY 14221	Bestest, LLC 400 R St Sacramento, CA 95814	khelmuth@mybestestapp.com	November 30, 2020	\$0.00
42	BetaRisk Ronald Chirochangu 16 Austin Ave Bromley BR2 8AJ, United Kingdom	BetaRisk 131 Finsbury Pavement London EC2A 1NT, UK	ronald.chirochangu@betarisk.com	November 14, 2020	\$0.00

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45	bitewell 728 W Jackson Blvd Chicago, IL 60661	bitewell 3660 Blake St Denver, CO 80205	chris@bitewell.com; sam@bitewell.com	July 31, 2021	\$0.00
46	BlockQuake Antonio Brasse 110 Wall Street New York, NY 10005		antonio.brasse@blockquake.com; samuel.brasse@blockquake.com	December 10, 2020	\$0.00
47	BloomCatch Inc. Raymond Magee 5806 Deer Pond Rd Centreville, VA 20120	BloomCatch Inc. PO Box 230292 Centreville, VA 20120	raymond magee@bloomcatch.com	October 27, 2020	\$0.00
49	BlueSemi R&D T-Hub foundation Catalyst hyderabad 500032, Andhra Pradesh, India	BlueSemi R&D T-Hub Phase 2 20, Inorbit Mall Rd Vittal Rao Nagar, Madhapur Hyderabad, Telangana 500081, India	sunil@bluesemi.io; sunil maddikatla@bluesemiconductors.com	August 2, 2021	\$0.00
50	Bluespace John Chidiac c/o WeWork 27 East 28th Street New York, NY 10016		christine@bluespace.ai	November 30, 2020	\$0.00
51	Bonding Health 7 Hanger Rd Sun Valley, ID 83340	Bonding Health 44 Montgomery St San Francisco, CA 94104	lara@bondinghealth.com; pen@bondinghealth.com	July 1, 2021	\$0.00
52	Brave UP! 220 E 23rd St Ste 400 New York, NY 10010	Brave UP! Guardia Vieja 181 7510186 Providencia, Región Metropolitana, Chile	felipe.zanoni@braveup.cl	July 22, 2021	\$0.00
53	Butler Corporation SPA d/b/a CleanLight Jordan Butler Galvarino 9440-A Quilicura, Región Metropolitana Santiago, Chile	Butler Corporation SPA d/b/a CleanLight Enrique Foster Sur 39, Oficina 701 7550203 Las Condes, Región Metropolitana, Chile	jordan@cleanlight.cl	October 27, 2020	\$0.00
54	BytaGig LLC John Jackson PO BOX 265 Estacada, OR 97023		jjackson@bytagig.com	November 30, 2020	\$0.00
55	Callido Learning Private Limited Elegant House, Raghuvanshi Mills Compound Mumbai 400013, Maharashtra, India	Callido Learning Private Limited Ground Floor, Raghuvanshi Mills, Senpati Bapat Marg Mumbai, Maharashtra, 400013, India	sriram@callidolearning.com	December 7, 2021	\$0.00
57	Care.Life, Inc. 1955 Ironton Blvd Provo, UT 84020	Care.Life, Inc. 3000 S Sierra Vis Wy Provo, UT 84606	etorres@care.life	April 5, 2021	\$0.00

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58	CARL, INC 17 John St, Sixth Floor New York, NY 10038	CARL, INC 17 John St, Sixth Floor New York, NY 10038	gunnar@investwithcarl.com	June 2, 2022	\$0.00
60	Cenports Commerce Inc. Derrick Chen 2530 Berryessa Rd #332 San Jose, CA 95132-2903	Cenports Commerce Inc. 1742 Sabre St Hayward, CA 94545	derrick@cenports.com; hillary@cenports.com; lily@cenports.com	November 30, 2020	\$0.00
61	Centbee 16 Baker Street Rosebank, Johannesburg Gauteng, 2196, South Africa	Centbee Fire Station Building, 10th floor 16 Baker St Rosebank, Johannesburg, 2196, South Africa	angus@centbee.com; lorien@centbee.com	November 25, 2022	\$0.00
62	Chainstarters Cloud Inc Mike Berson 777 NW 19th Ave Portland, OR 97209		mike@chainstarters.com	December 2, 2020	\$0.00
63	CHARGE+ZONE 401 Banison Complex Old Padra Rd, Haribhakti Extension Paris Nagar, Diwalipura Vadodara, Gujarat 390007, India		kartikey.hariyani@chargezone.com	December 16, 2021	\$0.00
64	Chilling, Inc. 5000 Centregreen Way, Ste 500 Cary, NC 27560	Chilling, Inc. 8 The Green Dover, DE, 19901	christopher@gitlab.com	September 16, 2021	\$0.00
65	Chop Barbershop Franchise Inc. Sarah Bolinder 7737 Preservation Rd Tallahassee, FL 32312	Chop Barbershop Franchise Inc. 3845 Killlearn Ct Tallahassee, FL 32309	steve@chopbarbershop.com	October 27, 2020	\$0.00
66	Circle (Electronics (B2C)) Zakariya Niazi 260 E Main St Rochester, NY 14604		zak@circleoptics.com; zniazi@circleoptics.com	January 21, 2021	\$0.00
67	ClasShare 2714 Rosedale Ave Raleigh, NC 27607		wei@classshare.com	February 12, 2021	\$0.00
68	CleanPlan Suite 9/758, Blackburn Road Clayton VIC 3168, Australia	CleanPlan 105 Ricketts Rd Mount Waverley VIC 3149, Australia	stuart@cleanplan.com	July 2, 2021	\$0.00
69	ClearForce, Inc. 8000 Towers Crescent Dr Ste 1525 Vienna, VA 22182		tmiller@clearforce.com	February 22, 2021	\$0.00
70	Clearview Care Inc d/b/a Clearview Home Care Rizwan Habib 6615 Sterling Dr Sandy Springs, GA 30328	Clearview Care Inc d/b/a Clearview Home Care 7000 Central Parkway Atlanta, GA, 30328	rizwan@clearviewhomecare.com	October 27, 2020	\$0.00

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71	CloudTown Brands Carrer de Joan d'Àustria 86 08018 Barcelona, Spain		miguel@cloutownbrands.com	February 3, 2023	\$0.00
72	CloutHub, Inc. 8583 Irvine Center Drive #445 Irvine, CA 92618		jlemme@clouthub.com	November 12, 2021	\$0.00
73	Cmax System inc. Nicolas Garcia Mayor 2200 Pennsylvania Ave NW Washington, DC 20037	Cmax System inc. 1101 Pennsylvania Ave NW Washington, DC 20004	nicolas@cmaxsystem.com	November 30, 2020	\$0.00
74	CodeBoxx Technology Corporation Nicolas Genest 1 Harbor Dr Ste 300 Sausalito, CA 94965		nicolas.genest@codeboxx.biz	November 30, 2020	\$0.00
77	ConnectSx Chris Riedel 9301 W 191st St Mokena, IL 60448		chris@connectsx.com	November 30, 2020	\$0.00
78	Constructo, Inc. Yuri Galeev 6414 Samar Dr San Jose, CA 95119	Constructo, Inc. 910 Campisi Way Campbell, CA 95008	yuri@constructo.online	November 30, 2020	\$0.00
79	ControlPoint Inc 88 S 4th St Campbell, CA 95008		paula@controlpointdx.com	January 24, 2022	\$0.00
80	CountN Inc Matthew Yuan 399 Boylston St, FL 6 Boston, MA 02116		matthew.yuan@countnapp.com	October 29, 2020	\$0.00
81	Credder Inc. 106 EDITH ST UNIT A Petaluma, CA 94952	Credder Inc. One Sansome St San Francisco, CA 94104	austin@credder.com; chase@credder.com	February 25, 2021	\$0.00
82	CreditStretcher A/S d/b/a Fellow Pay Jacob Vorsø Pedersen Copenhagen Fintech Lab Applebys Plads 7 1411 Copenhagen, Denmark	CreditStretcher A/S d/b/a Fellow Pay Applebys Pl. 7 1411 København, Denmark	ds@fellowpay.com	November 30, 2020	\$0.00
84	Cruz Street Jesse Cruz 3055 Cardinal Dr Ste 301 Vero Beach, FL 32963	Cruz Street P.O. Box 690037 Vero Beach, FL 32969-0037	jesse@cruzstreet.com	November 6, 2020	\$0.00

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86	DBYDX Technologies Private Limited d/b/a Chatgen.ai Time Square Building Andheri East MUMBAI 400069, Maharashtra, India	DBYDX Technologies Private Limited d/b/a Chatgen.ai A/308, 3rd Floor, Neptune Magnet Mall Mumbai, Maharashtra, 400042, India	suvindh@chatgen.ai	March 30, 2021	\$0.00
87	Deinland Solar Development GmbH Neuer Wall 80 20354 Hamburg, Germany		hanno@deinland.solar; hs@deinland.solar	November 15, 2022	\$0.00
88	DELMIC BV Sander den Hoedt Kanaalweg 4 2628 EB Delft, Netherlands		hoedt@delmic.com	October 27, 2020	\$0.00
89	Diamante Blockchain Holdings Inc 15621 W 87th St Pkwy Lenexa, KS 66219	Diamante Blockchain Holdings Inc Str. le Grazie, 15 37134 Verona VR, Italy	valentina.garonzi@diamante.tech	February 17, 2023	\$0.00
90	DOMICILIALO (Tadosi) CARLOS SUREDA C/ San Millán 12 26142 Villamediana de Iregua La Rioja, Spain	DOMICILIALO (Tadosi) C. de Arturo Soria, 31, Portal B 28027 Madrid, Spain	carlos@domicilialo.es	October 27, 2020	\$0.00
91	Domotics RE-Technologies, LLC 23 Catoonah Street Ridgefield, CT 06877		jasonl@domoticsre.com; joshl@domoticsre.com; michael@domoticsre.com	February 28, 2023	\$0.00
92	Dope Dog Erin Mastopietro 7192 Formosa Fusion Ct Los Angeles, CA 90046	Dope Dog 7111 Santa Monica Blvd West Hollywood, CA 90046	michael@dope.dog; erin@dope.dog	November 30, 2020	\$0.00
93	Dr. B Dental Solutions 1521 Alton Rd, 329 Miami, FL 33139	Dr. B Dental Solutions 407 Lincoln Rd Miami, FL 33139	drb@drbdentalsolutions.com; jpberland@drbdentalsolutions.com	September 12, 2022	\$0.00
94	Dream Harvest Ltd Justin French 86 Gloucester Road Brighton, East Sussex BN1 4AP, United Kingdom		justinfrench@dreamharvest.co.uk	November 30, 2020	\$0.00
95	Earth Cubs Limited 92 Penwortham Road London, SW16 6RJ, United Kingdom		jon@earthcubs.com; toby@earthcubs.com	November 26, 2021	\$0.00
96	Easy Eat Pte Ltd Wassem Mohammad 38th Floor, Mercu 2, No.3 Jalan Bangsar, Kampung Haji Abdullah Hukum Kuala Lumpur, 59200, Malaysia	Easy Eat Pte Ltd 160 Robinson Rd Singapore 068914	wassem@easyeat.ai	November 30, 2020	\$0.00
97	Easy Eat Pte. Ltd. 160 Robinson Road #23-08 SBF Center 068914, Singapore		wassem@easyeat.ai	March 28, 2023	\$0.00

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98	Edsoma Inc. 2021 Eagles Ridge Dr Brock, TX 76087	Edsoma Inc. 7500 W Interstate 20 Weatherford, TX 76088-8201	bluechip@edsoma.com; kyle@edsoma.com	February 3, 2022	\$0.00
100	Elevateapp, llc d/b/a Reju 1401 New York Ave NE Apt 377 Washington, DC 20002		awarrick@getelevateapp.com	July 8, 2021	\$0.00
101	Elifinty Maysam Rizvi 152-160 City Road London, EC1V 2NX, United Kingdom	Elifinty 124 City Rd London EC1V 2NX, UK	maysam@elifinty.com; maysam rizvi@elifinty.com	December 7, 2020	\$0.00
103	Ember Fund 12130 Millennium Dr Los Angeles, CA 90094		alex@emberfund.io; guillaume@emberfund.io; hayden@emberfund.io; mario@emberfund.io	November 6, 2021	\$0.00
104	emoquo 1 Rectory Cottages East End, East Woodhay Newbury, RG20 0AJ, United Kingdom	emoquo The Studio 1 Rectory Cottages East End, East Woodhay, Newbury RG20 0AJ, UK	jim.bailey@emoquo.com; tim.aston@emoquo.com	February 16, 2022	\$0.00
105	Equa Shawn Owen 3601 W 97th Ave Westminster, CO 80031	Equa 1499 W 120th Ave Westminster, CO 80234	josh.jacobson@equa.global; sten@equa.global	November 30, 2020	\$0.00
106	Esca Technologies Ltd 26 Killucan Manor Cres Rathwire Upper, Killucan Co. Westmeath, N91 NY77, Ireland	Esca Technologies Ltd Harcourt Rd Saint Kevin's, Dublin D02 HW77, Ireland	hello@esca.finance	March 16, 2022	\$0.00
107	Ethale Publishing Lda Via Romana 21 06012, Citta di Castello, PERUGIA, Italy	Ethale Publishing Lda AV. Vladimir Lenine nr, Maputo, 2195, Mozambique	info@ethalebooks.com	April 9, 2021	\$0.00
109	ETLrobot 14203 Minuteman Drive Draper, UT 84020	ETLrobot 1782 Tuscalee Way Draper, UT 84020	gickling@etlrobot.com; steve@etlrobot.com	May 27, 2021	\$0.00
110	Eventboost Corso S. Gottardo 14 6830 Chiasso, Switzerland		aferne@eventboost.com; fbondi@eventboost.com	February 18, 2022	\$0.00
112	EvoAid Kft. Árpádföldi út 90-1162 Budapest, 1162 Hungary		gergo nagy@evoaid.com	June 23, 2022	\$0.00
113	ExeBoard Andres Rodriguez Via 4, 1-00 zona 4 Campus Tec 1, Of. 607 Guatemala, Guatemala, 01004, Guatemala		andres@exeboard.com	November 30, 2020	\$0.00

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114	EXOS Aerospace Systems & Technologies, Inc. John Quinn 299 FM 1903 Greenville, TX 75402		dmitchell@exosaero.com	November 30, 2020	\$0.00
115	Exo-Space, Inc. 484 E California Blvd Pasadena, CA 91106		carol.craig@sidusspace.com	July 25, 2022	\$0.00
116	Eze Technologies Inc 4943 McConnell Ave Ste W Los Angeles, CA 90066		david@ezewholesale.com; josh@ezewholesale.com	July 5, 2022	\$0.00
118	Fairspectrum Oy Itäinen Pitkätatu 4 20520 Turku, Finland	Fairspectrum Oy Saukonpaadenranta 4 B 30 00180 Helsinki, Finland	heikki.kokkinen@fairspectrum.com	May 17, 2021	\$0.00
119	FanFood Carson Goodale 116 W Hubbard St Ste 38 Chicago, IL 60654	FanFood 540 N Dearborn St Chicago, IL 60620	carson@fanfoodapp.com	November 30, 2020	\$0.00
121	FIN Compliance Cory Roberson 2950 Buskirk Ave Ste #300 Vallejo, CA 94591	FIN Compliance 2950 Buskirk Ave Walnut Creek, CA 94597	cory@fincompliance.io	November 30, 2020	\$0.00
122	Firehawk Aerospace 949 First St SE Washington, DC 20003	Firehawk Aerospace 4550 Excel Pkwy Addison, TX 75001	will@firehawk aerospace.com	February 15, 2021	\$0.00
123	FirstMate Services 221 Claude St Annapolis, MD 21401	FirstMate Services 209 West St Annapolis, MD 21401	jhemingway@firstmateservices.com	May 15, 2021	\$0.00
124	Fit Mix Kevin Mathis 224 Valle Alto Dr. NE Rio Rancho, NM 87124	Fit Mix 1380 Rio Rancho Blvd Rio Rancho, NM, 87124	kmathis@fitmixonline.com	January 26, 2021	\$0.00
126	FLITE Material Sciences US Inc. 6 Liberty Square #524 Boston, MA 02143	FLITE Material Sciences US Inc. 7460 Av. Glenwood Montréal, QC H3R 2T1, Canada	dan.cohen@flite.tech	October 10, 2022	\$0.00
127	FLYX Entertainment Inc. 25 Hazelwood Ave Livingston, NJ 07039		shashank@flyx.me	June 30, 2021	\$0.00
128	Framey 2nd Floor 156 Wellington St Central, Hong Kong		robert@framey.io	November 30, 2020	\$0.00

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129	FreightPal Inc. Chris Dominguez 3940 Laurel Canton Blvd Ste #1195 Studio City, CA 91604	FreightPal Inc. 2656 Skywin Way Los Angeles, CA 90046	chris@freightpal.com	January 21, 2021	\$0.00
130	FuelingAround 503 Crystal Green Mews Okotoks AB T1S 2K6, Canada	FuelingAround 2 Winters Way Okotoks, AB T1S 1W9, Canada	trent@fuelingaround.com	March 31, 2021	\$0.00
131	Fullcast.io 16710 NE 79th Pl, Ste 202 Redmond, WA 98052		dharmesh@fullcast.io	February 9, 2021	\$0.00
132	FULLYOPS - PROCESS DIGITALISATION, LDA Rua Santos Pousada 4000-534 Porto, Portugal	FULLYOPS - PROCESS DIGITALISATION, LDA Rua de Santos Pousada 441 4000-487 Porto, Portugal	catia.goncalves@fullyops.com; pedro.morgado@fullyops.com; ricardo.borga@fullyops.com; ricardo.oliveira@fullyops.com	July 7, 2022	\$0.00
133	Fundamentally Games Ella Romanos 3rd Floor, 86-90 Paul St London EC2A 4NE, UK		ella@fundamentally.games; oscar@fundamentally.games	November 4, 2020	\$0.00
134	Fusion Engineering Kluyverweg 1 2629 HS Delft, Netherlands		rcrone@fusion.engineering; robert@fusion.engineering	July 9, 2021	\$0.00
135	Helena Edtech Private Limited (EduFund) 517 Irving Ave Endicott, NY 13760	Helena Edtech Private Limited (EduFund) 30, Omkar House, Near Swastik Char Rasta Ahmedabad, Gujarat, 380009, India	eela@edufund.in	December 16, 2021	\$0.00
136	HEXANIKA Yogesh Pandit 40 DuClair Ct Little Rock, AR 72224	HEXANIKA 419 Main St Little Rock, AR 72114	yogesh.pandit@hexanika.com; ypandit@hexanika.com	November 30, 2020	\$0.00
137	HUSH International INC d/b/a ANNEX 56 Whitman Dr Brooklyn, NY 11234		concierge@itsannex.com	April 5, 2022	\$0.00
138	IMGX INC d/b/a ImagineX 301 Congress Ave Ste 2200 Austin, TX 78701		mvaron@imagine-x.co	May 13, 2022	\$0.00
139	IoTExpress Technologies Pvt Limited d/b/a Bytebeam WeWork Prestige Atlanta 80 Feet Rd Koramangala, Bengaluru, Karnataka 560034, India		gautam@bytebeam.io; raviteja@bytebeam.io	September 26, 2021	\$0.00
140	Krazzy Fin Pvt Ltd d/b/a BULLSPREE 527, Krazzy Fin Pvt Ltd. Shivalik Satyamev Sardar Patel Ring Rd, Junction, Ambli - Bopal Rd, Ahmedabad, Gujarat 380058, India		dharmil@bullspree.com	April 28, 2022	\$0.00

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141	Mitienda Labs 1732 1st Ave #28507 New York, NY 10128	Mitienda Labs Avenida Eloy Alfaro & De los Juncos Quito 170144, Ecuador	admin@mitiendalabs.com; sebastian.valdivieso@mitiendalabs.com	April 27, 2021	\$0.00
142	MyCancerDB LLC d/b/a ennov1 Bruce Quackenbush 77 Havemeyer Ln Unit 67 Stamford, CT 06902		apopp@mycancerdb.com	November 30, 2020	\$0.00
143	P2P Technology Hub SRL (Feexers) Eusediu Margasoiu str. Leonida nr. 19 Bucharest, București, 020555, Romania	P2P Technology Hub SRL (Feexers) Strada Nouă Cornu de Jos 107175, Romania	eusediu.margasoiu@feexers.com	November 28, 2020	\$0.00
144	Pick and Think SAPI de CV d/b/a Aiween C. Montes Urales 745 Lomas - Virreyes, Lomas de Chapultepec, Miguel Hidalgo 11000 Ciudad de México, CDMX, Mexico	Pick and Think SAPI de CV d/b/a Aiween Av. Santa Fe 94-Torre A Piso 8 of 1 Santa Fe, Zedec Sta Fé, Álvaro Obregón 01376 Ciudad de México, CDMX, Mexico	cecilia@aiween.com; lunaballato@gmail.com	April 2, 2021	\$0.00
145	QuickSafety Kurt Alexander 375 Wickham Terrace Spring Hill QLD 4000, Australia	QuickSafety 52 University Dr Sunshine Coast, Queensland, 4556, Australia	k.alexander@quicksafety.com.au	October 27, 2020	\$0.00
146	Random Monkey, INC d/b/a Datasketch 1166 Birchwood Rd Weston, FL 33327	Random Monkey, INC d/b/a Datasketch Calle 71 Bogotá, Colombia	jpmarindiaz@datasketch.co	August 26, 2021	\$0.00
147	Restworld I3P - Incubatore del Politecnico Corso Castelfidardo, 30/a 10129 Torino TO, Italy		luca@restworld.it	May 4, 2021	\$0.00
149	Sokoni Online Ltd d/b/a AfricaSokoni Pili Trade Centre Building Nairobi, Nairobi County, 00276, Kenya	Sokoni Online Ltd d/b/a AfricaSokoni Pili Trade Centre, 2nd Floor SGR road off Mombasa Road Nairobi, 00519, Kenya	efatty@africasokoni.co.ke	April 18, 2022	\$0.00
150	Stargate Tech Pvt. Ltd. d/b/a BoStreet D1615, Divyasree 77 Place Bangalore 560037, Karnataka, India		kunal@stargate-inc.com	August 26, 2021	\$0.00
151	Syaiful Lokan d/b/a ICANDO Jl. Gading Lavender No 6 Jakarta Utara, DKI Jakarta, 14250, Indonesia	Syaiful Lokan d/b/a ICANDO Kirana Two Office Tower Lt. 10-A North Jakarta, 14250, Indonesia	liphin@icando.co.id; syaiful@icando.co.id	October 29, 2021	\$0.00
152	Tecnologias y Servicios Tiemporeal S.L. d/b/a AgroPestAlert Polígono Mocholi Pl. Cein, 5 31110 Noáin, Navarra, Spain	Tecnologias y Servicios Tiemporeal S.L. d/b/a AgroPestAlert Ciudad Agroalimentaria de Tudela Serna, C. D, 31500 Tudela, Navarra, Spain	louis holder@agropestalert.com	February 26, 2021	\$0.00
153	The Eventors Inc 1617 Cosmo St Los Angeles, CA 90028		oshri@eventors.com	June 29, 2021	\$0.00

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154	Tidy Technologies Inc. d/b/a Cleanster.com Derrick Agyiri 16192 Coastal Hwy Lewes, DE 19958	Tidy Technologies Inc. d/b/a Cleanster.com 2021 Guadalupe St Austin, TX 78705	gloria@cleanster.com	January 21, 2021	\$0.00
155	UAB Keliu sistemas (Cargo Stream) Skirmantas Rimkus Gedimino pr. 33 01104 Vilnius, Lithuania		sarunas@cargostream.co	January 29, 2021	\$0.00
156	Viell, Inc d/b/a Fanluv 312 Arizona Ave Santa Monica, CA 90401		ertunc@viell.co	February 11, 2021	\$0.00
157	Vliso Inc. d/b/a Chow420 200 N 16th St #1405 Philadelphia, PA 19102	Vliso Inc. d/b/a Chow420 1000 8th Ave New York, NY 10019	david@chow420.com	February 24, 2022	\$0.00
158	Wifly C. del Dr. Esquerdo, 183 28007 Madrid, Spain	Wifly C. del Principe de Vergara, 57 28006 Madrid, Spain	jaime.sacristan@wiflymobility.com	November 4, 2021	\$0.00

Exhibit “B”
RSB Clients

Company	Principal’s Name
Alezan SA	Pierre Colle
Allwell Greens Inc.	Judy Cari
AquaLith Advanced Materials Inc.	Gregory Cooper
Artscapy, Ltd.	Alessandro de Stasio
ASecureCloud Inc.	Abdul Kittana
CO2 Pulse	Mirko Mlatac
Cyber Trust Alliance, Inc.	Randy Steinle
Delmic	Sander den Hoedt
Dream Harvest Ltd	Justin French
Eze Technologies, Inc.	David Iya
Fabalish Inc.	Paul Majcherczy
Fashion Constellate	Melinda Villarreal
Filmplace HQ Pte Ltd	Lincoln Lin
GeoNadir Pty Ltd	Paul Mead
Hypha Knowledge Integration Limited	Arpit Kauashik
Innovative Wellness Systems Inc.	Ted Finn
InterGen Data, Inc.	Robert Kirk
Lambda Supply Chain Solutions Pvt. Ltd.	Gaurav Mogra
Lonch, Inc.	Christopher Gulliver
Makara Insights	Juan Carballo
MyIDFi, LLC (now Inc.)	Jeffrey Lee Nelson
Paddio Inc.	Aldo de Jong
Prismatext, Inc.	Zak Erving
Retora Games LLC	Tyler Coleman
Retentacle Inc.	Marlies Bloxham
Serene Health Ltd.	Savannah Price
Sleep Easy Technology, Inc.	Anthony Esplin
Swarm Holdings Inc	David Connors
The Wholesome Bowl Pty Ltd	Mez Jamali
ThoughtData, Inc.	Manjunath Venkatran
TravelMeetEat, Inc.	Kevin Blake Thomas
Virtuosica Inc.	Warren Peterson
WeConcile, Inc.	Jennifer Lehr
Wingsure Inc.	Avi Basu
Yowo Solutions, Inc.	David Shepherd