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Transactional Matter Files

APA- Representations and Warranties of Seller

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assets of the Business according to their relative fair market values on the Closing Date, provided that the parties agree that Buyer's noncompetition rights shall be valued at \$25,000. Within such 90 days, Buyer shall prepare and deliver to Seller a proposed schedule (the "**Allocation Schedule**") setting forth such allocation among the Acquired Assets. The Allocation Schedule as it relates to the Business will be prepared in accordance with Section 1060 of the Code and the rules and regulations promulgated thereunder. If Seller reasonably disagrees with the allocation reflected in the Allocation Schedule delivered by Buyer, Seller and Buyer shall cooperate in good faith to resolve such dispute and will revise the Allocation Schedule to incorporate any changes agreed to by the Parties.

(b) Unless Buyer and Seller are unable to agree to an Allocation Schedule, Buyer and Seller agree to file all tax returns consistent with the Allocation Schedule (including Buyer's completion of Form 8594, and any other forms, statements, or returns required by the Code, the IRS, or any applicable state or local taxing authority). If Buyer and Seller are unable to agree on an Allocation Schedule within 180 days after the Closing Date, each party will use its own allocation schedule consistent with its own allocation of the purchase price.

(c) Buyer and Seller agree to promptly provide the other party with any additional information and reasonable assistance required to complete all forms or compute taxes arising in connection with (or otherwise affected by) the transactions contemplated hereunder.

ARTICLE III - CLOSING

3.1 Closing.

The closing of the transactions contemplated hereby (the "**Closing**") shall be effectuated by electronic exchange of documents, with copies of original, executed documents subsequently exchanged at the convenience of the parties promptly after the Closing. The Closing may take place at the offices of Goldberg Kohn Ltd., 55 East Monroe, Suite 3300, Chicago, Illinois 60603 (or at such other place as Buyer and Seller may designate in writing) concurrent with the execution of this Agreement or at such other time and place as the parties mutually agree. The date on which the Closing shall occur is referred to in this Agreement as the "**Closing Date**." The Closing will be effective for all purposes at 12:01 a.m. (Central time) on the Closing Date.

ARTICLE IV- REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof, that the following statements are true and correct. The Schedules have been arranged in sections that correspond to the sections contained in this **Article IV**.

4.1 Organization and Good Standing of Seller.

(a) Seller is a Tennessee limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee, and it has all requisite power and authority and material Permits to own, operate, lease and otherwise hold its assets and to carry on the Business as it is now being conducted and as it is currently intended to be conducted. Seller is duly licensed or qualified to do business as a foreign corporation and is in good standing in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification. Seller has no Subsidiaries.

(b) Seller has furnished to Buyer true, correct and complete copies of its articles of organization and operating agreement, each as amended and as in effect on the date of this Agreement (collectively, the "**Organizational Documents**").

4.2 Authorization of Agreement.

Seller has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the transactions contemplated hereby and thereby (the "**Seller Documents**"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Seller Documents by Seller and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller. This Agreement has been, and as of the completion of the Closing each of the Seller Documents will have been, duly and validly executed and delivered by Seller, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and each Seller Document constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Conflicts; Consents of Third Parties.

(a) Neither the execution and delivery by Seller of this Agreement or the Seller Documents, the consummation of the transactions contemplated hereby or thereby, nor the compliance by Seller with any of the provisions hereof or thereof will, directly or indirectly:

(i) contravene, conflict with or result in a violation of (A) the articles of organization or the operating agreement of Seller, or (B) any resolution adopted by the managers or members of Seller;

(ii) contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge the transactions contemplated by this Agreement or the Seller Documents under, any Law applicable to Seller, the Business, the

Acquired Assets or the Assumed Liabilities, including Privacy Laws, or any Order to which Seller, the Business, the Acquired Assets or the Assumed Liabilities is subject;

(iii) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Permit that is held by Seller with respect to the Business, the Acquired Assets or the Assumed Liabilities;

(iv) contravene, conflict with or result in a violation or breach of any provision of, or give any Person the right to declare a default under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Acquired Contract; or

(v) result in the imposition or creation of any Lien, upon or with respect to any of the Acquired Assets.

(b) No consent, waiver, approval, Order, Permit, declaration or filing with, or notification to, any Person, under any Acquired Contract or Governmental Body, is required on the part of Seller in connection with the execution and delivery of this Agreement or the Seller Documents or the compliance with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby and thereby.

4.4 Statements of Operations.

(a) **Schedule 4.4** sets forth the Statements of Operations. The Statements of Operations (i) are true and complete in all material respects, (ii) are consistent with the Books and Records and (iii) fairly present the financial condition and results of operations of the Business as of the dates and for the periods indicated therein.

4.5 Books, Records and Accounts.

The books, records and accounts of Seller maintained in connection with the Business (including (i) books and records relating to the purchase of materials and supplies, the creation or processing of products, sales or licenses of products and/or services, dealings with customers, customer financial data and information, invoices, customer lists, inventories, supplier lists, personnel records and Taxes, and (ii) computer software and data in computer readable and human readable form used to maintain such books and records together with the media on which such software and data are stored and all documentation relating thereto) (collectively, the "**Books and Records**") accurately reflect in reasonable detail all material transactions relating to the Business.

4.6 No Undisclosed Liabilities.

Seller has no material Liabilities of any nature related to the Business other than those set forth on **Schedule 4.9(a)**.

4.7 Absence of Certain Developments.

(a) Except as contemplated by this Agreement, since December 31, 2009, (i) Seller has conducted the Business in the Ordinary Course of Business, and (ii) there has not been any event, condition or change that individually or in the aggregate constitutes a Material Adverse Effect, and no events, facts or circumstances exist individually or in the aggregate, that have or could reasonably be expected to have a Material Adverse Effect.

(b) Without limiting the generality of Section 4.7(a), since December 31, 2009, Seller has not:

(i) except as set forth on Schedule 4.9(a), sold, leased, pledged, permitted the imposition of any Lien upon, licensed, transferred, assigned or otherwise disposed of any of the Acquired Assets;

(ii) changed any of the accounting principles or accounting practices used by it in the preparation of any of the Business's financial statements or the Statements of Operations, changed its pricing policies or payment or credit practices, changed the rate or timing of its payment of accounts payable or its collection of accounts receivable or deferral of revenue, or failed to pay any creditor any amount owed to such creditor when due or granted any extensions or credit;

(iii) entered into, accelerated, terminated, modified or amended any Contract that would constitute a Material Contract;

(iv) taken or failed to take any action that would, with notice or the lapse of time or both, permit the termination or non-renewal of, or a breach or default under, any Material Contract;

(v) entered into any settlement of a pending or threatened Legal Proceeding;

(vi) experienced any damage, destruction or loss (whether or not covered by insurance) to any of the Acquired Assets that has a book value in excess of \$5,000;

(vii) except as set forth on Schedule 4.9(a), mortgaged, pledged, or otherwise subjected to any Lien any of the Acquired Assets,

(viii) established, entered into or adopted any Benefit Plan, caused or permitted any Benefit Plan to be amended (other than as required to comply with any Law) or waived any of its material rights under, or permitted or provided for the acceleration or vesting or payment under, any provisions of any Benefit Plan;

(ix) sold, assigned, licensed or otherwise transferred or disposed of any Intellectual Property that would be an Acquired Asset;

(x) licensed, waived or relinquished any material right of Seller or the

Business to or for the benefit of any other Person;

(xi) written up or written down the value of any of the Acquired Assets, individually or in the aggregate, in an amount greater than \$5,000;

(xii) made or authorized to be made any amendment, modification or other change to the Organizational Documents; or

(xiii) agreed, resolved or committed to do any of the foregoing, or, to the Knowledge of Seller, omitted to take any action that could reasonably be expected to result in the occurrence of any of the foregoing.

4.8 Taxes.

(a) All Tax Returns required to be filed by Seller or with respect to the Business or the Acquired Assets have been filed and all such Tax Returns were correct and complete in all material respects as they relate to the Business or the Acquired Assets.

(b) All Taxes which are due and payable by Seller or its Members or with respect to the Business or the Acquired Assets, including any Taxes levied on any of Seller's properties, assets, income or franchises relating thereto, have been timely paid.

(c) All amounts required to be collected or withheld with respect to the Business or the Acquired Assets for the payment of Taxes have been collected or withheld, and have been, or will be, timely remitted to the taxing authority to whom such payment is due.

(d) No examination, claim, assessment, deficiency or other Legal Proceeding is pending or, to the Knowledge of Seller, threatened with regard to any Taxes or Tax Returns on any issues relating to the Business or Acquired Assets.

(e) True and complete copies of all Tax Returns that have been filed by Seller, and all Tax Returns relating solely to non-income Taxes with respect to the Business or the Acquired Assets which do not incorporate Taxes with respect to parties other than Seller or assets other than the Acquired Assets, have been delivered or made available to Buyer. All required non-income Tax Returns that relate to the Business or Acquired Assets were filed by Seller.

(f) Seller has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency with respect to the Business or the Acquired Assets.

(g) Except as set forth on **Schedule 4.8(g)**, no state, local or foreign taxing authority, in a location in which Tax Returns have not been filed, has asserted liability or jurisdiction with respect to the Business or the Acquired Assets.

(h) The transactions contemplated by this Agreement are not subject to Tax withholding pursuant to the provisions of Section 3406 or Subchapter A of Chapter 3 of the Code, or any other provision of Law.

(i) Seller is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

(j) Seller is not a party to any Tax sharing, allocation, indemnity or other similar Contract, and Seller has no Liability for Taxes relating to the Business of any other Person.

(k) There are no outstanding rulings or requests for rulings with any Tax Authority with respect to the Business, the Acquired Assets or the Assumed Liabilities.

4.9 Assets of the Business.

(a) Seller has good, valid, and exclusive title to the Acquired Assets free and clear of all Liens, except for any Liens as are set forth on **Schedule 4.9(a)**. Immediately following the Closing, all of the Acquired Assets will be owned, leased or available for use by Buyer on terms and conditions identical to those under which, immediately prior to the Closing, Seller owns, leases, uses or holds available for use such assets, properties and rights, which terms and conditions do not include terms and conditions that are triggered by or otherwise arise from the Closing.

4.10 Intellectual Property

(a) **Schedule 4.10(a)(i)** sets forth a true and complete list of all patents and patent applications, registered trademarks and trademark applications, material unregistered trademarks (including all trademarks currently designated by Seller with a "TM" or "SM"), registered copyrights and copyright applications, trade names, logos, Internet domain names, software and Internet and World Wide Web URLs owned by Seller and used in the Business as currently conducted and as it is presently proposed to be conducted by Seller. **Schedule 4.10(a)(ii)** sets forth a true and complete list of all licenses of Intellectual Property granted by third parties with respect to the Business (excluding licenses of generally available, commercial off-the-shelf software only to the extent that all of such excluded licenses together have an aggregate replacement cost of \$5,000 or less (the "**Licensed Commercial Software**")) (the "**Licensed Intellectual Property**"). **Schedule 4.10(a)(iii)** sets forth a true and complete list of the titles of all of the Business' product offerings (the "**Product Offerings**").

(b) The Intellectual Property included in the Acquired Assets (the "**Acquired Intellectual Property**") includes each item of Intellectual Property listed on **Schedule 4.10(a)(i)**, all Intellectual Property of Seller incorporated into or necessary for Commercial Use of the iCare Software and all other Product Offerings other than Licensed Commercial Software, and all other Intellectual Property of Seller used in the Business other than Licensed Commercial Software.

(c) Seller is entitled to use, and Buyer will be entitled to use immediately after the Closing, each item of Licensed Intellectual Property in the operation of the Business. No Legal Proceeding has been made, is pending, has been asserted or, to the Knowledge of Seller, is threatened by any Person that the current or intended use by Seller of the Acquired Intellectual Property or Licensed Intellectual Property, or that the operation of the Business infringes, misappropriates or violates the Intellectual Property of any Person. The operation of the Business as presently conducted does not and to the Knowledge of Seller will not, and the Acquired Assets (including the Commercial Use thereof) do not and to the Knowledge of Seller will not, infringe, misappropriate or otherwise violate any Intellectual Property of any Person. Since January 1, 2009, except as provided in **Schedule 4.10(c)**, neither Seller nor any predecessor in interest has assigned or agreed to assign to any other Person any Intellectual Property related to the Business as presently conducted. There are no pending claims asserted or threatened by Seller alleging any infringement or misappropriation or violation by any Person of any Acquired Intellectual Property or Licensed Intellectual Property and, to the Knowledge of Seller, no Person is engaging in any activity that infringes or misappropriates or violates any Acquired Intellectual Property or Licensed Intellectual Property.

(d) All of the iCare Software has been developed entirely by the Persons identified on **Schedule 4.10(d)(i)** (the "Developers") using commercially available development tools. All of the Developers assigned all of their right, title and interest in and to the iCare Software and any Intellectual Property incorporated therein, in each case free and clear of all Liens, directly or indirectly to Seller pursuant to the applicable written Material Contracts identified on **Schedule 4.11(a)** and duly executed instruments of assignment delivered pursuant to **Section 7.1(d)**. Except as disclosed on **Schedule 4.10(d)(i)**, the iCare Software was developed without using, incorporating or linking to (i) any Open Source Software or (ii) any other Intellectual Property of other Persons (except for Licensed Intellectual Property pursuant to a Material Contract and Licensed Commercial Software). The Acquired Intellectual Property includes, and Seller has possession of, complete copies of all current versions in electronic form, of the iCare Software. Except as set forth on **Schedule 4.10(d)(ii)**, Seller has not disclosed, licensed or otherwise transferred, or agreed to disclose, license or otherwise transfer (including pursuant to an escrow arrangement), any code, documentation for any such code, or significant information about any such code, other than end-user manuals, for the iCare Software to any other Person other than Buyer and its Affiliates. The iCare Software and the Licensed Software does not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "Easter Eggs," (as these terms are commonly used in the computer software industry), or other malicious software routines or hardware components designed to permit unauthorized access; to disable or erase software, hardware, or data; to render unable to store, maintain or manipulate data accurately; or to perform any other similar type of functions. The iCare Software, the Licensed Software and the Licensed Commercial Software together include all of the software necessary for the Business to make its current Commercial Use of all versions of the iCare Software, including all compilers, tools, utilities and library functions.

(e) Seller has furnished true and complete copies of the Business' written documentation for the iCare Software (collectively, the "**Software Documentation**") to the Buyer. Except as set forth in Schedule 4.10(e)(i), the Software Documentation includes all of the information necessary for a computer programmer of ordinary skill to use, operate, maintain, update, upgrade and otherwise modify all current versions of the iCare Software. Except for the matters discussed in Schedule 4.10(e)(ii), when used with the recommended computer hardware, the Licensed Intellectual Property and the Licensed Commercial Software, the iCare Software correctly performs the material features and functions described in the Software Documentation. There are no bugs or errors known to the developers and/or iCare other than errors or bugs that do not substantially impact the use or operation of, or significantly degrade the performance of, the iCare Software. Schedule 4.10(e)(ii) sets forth the list of known errors and bugs in the iCare Software. None of the errors or bugs set forth on Schedule 4.10(e)(ii) substantially impacts the use or operation of, or significantly degrade the performance of, the iCare Software.

(f) (i) All of the Licensed Software is generally available, commercial off-the-shelf software; (ii) all of the Licensed Software is used by the Business without modification or customization, other than its interaction with the iCare Software, (iii) no Licensed Software is distributed by or on behalf of the Business, including in connection with the distribution of the iCare Software or any other Product Offerings, (iv) none of the Licensed Software incorporates any Open Source Software; (v) the Acquired Assets include, and Seller has possession of, complete copies of all Licensed Software except where title to such copies is retained by the respective licensors; and (vi) there are no bugs or errors known to the developers and/or iCare that have not been previously disclosed in the Licensed Software that significantly affect Seller's ability to make its current or anticipated Commercial Use of the iCare Software.

(g) Seller has taken reasonable steps to maintain and protect all of the Acquired Intellectual Property so as not to adversely affect the validity or enforceability thereof, and to the Knowledge of Seller, no loss or expiration of any of the Acquired Intellectual Property is threatened, pending or reasonably foreseeable (and not as a result of any act or omission by Seller including the failure to pay any required maintenance fees).

(h) Neither Seller nor any of its Affiliates owns any software that is competitive with or a contemplated improvement on the iCare Software or any function or component thereof.

(i) On August 17, 2010, UT entered into a Basic Agreement under which it transferred its rights to the iCare Software to UTRF and on November 23, 2010 UT and UTRF entered into an Amended and Restated Basic Agreement.

(j) On December 1, 2010, UTRF entered into a Side Agreement with iCare which has been approved by Buyer.

(k) On December 1, 2010, UTRF entered into an Assignment of Intellectual Property with iCare which has been approved by Buyer.

(l) On December 1, 2010, UTRF entered into an Intellectual Property License with iCare which has been approved by Buyer.

4.11 Material Contracts.

(a) **Schedule 4.11(a)** sets forth all of the Material Contracts. "**Material Contracts**" means all of the following Contracts used or held for use in or related to the conduct of the Business to which Seller is a party or by which Seller is bound, other than Contracts for Licensed Commercial Software (which are listed on **Schedule 4.10(a)(ii)**):

(i) each Contract for a subscription or license to the Product Offerings, including beta testing agreements and any Contract with UT;

(ii) each Contract involving actual or potential payments to or from Seller in excess of \$5,000 in the aggregate in any 12 month period or during the term thereof;

(iii) each Contract between or among Seller and any Affiliate of Seller;

(iv) each employment or consulting agreement, contract or binding commitment providing for annual compensation payments or for severance, termination or "golden parachute" payments or other similar payments, additional rights or benefits (whether or not optional) upon the occurrence of the transactions contemplated herein or upon the termination of employment;

(v) each note, bond, guarantee, mortgage, indenture, lease, guarantee, license, contract, agreement or other instrument or obligation relating to the borrowing of money by Seller or to the guarantee or assumption by Seller of the obligations of any other Person for borrowed money;

(vi) each distributor, consultant, representative, broker or advertising contract that is not terminable by Seller at will or by giving notice of 30 days or less, without Liability;

(vii) each Contract pursuant to which Seller (A) uses any Intellectual Property of any other Person or incorporates any Intellectual Property of any other Person in any of the Business' products or services (excluding unmodified, generally available, commercial, off-the-shelf software having individual replacement cost of \$1,000 or less), (B) granted or agreed to grant any other Person the right to use any Intellectual Property, (C) developed or had developed any Intellectual Property, or (D) assigned or agreed to assign ownership of any Intellectual Property or had assigned to it or obtained the right to have assigned to it any Intellectual Property;

(viii) each Contract imposing any restriction on the right or ability of Seller, the Business or any employees thereof to (A) compete with, or solicit the services or employment of, any other Person with respect to the Business; (B) sell any product or other asset, or perform any services related to the Business anywhere in the world; (C) acquire any

product or other asset or any services related to the Business from any other Person, sell any product or other asset to or perform any services related to the Business for any other Person, or transact business or deal in any other manner related to the Business with any other Person; or (D) develop, use, sell or license any Intellectual Property related to the Business;

(ix) each Contract concerning a partnership or joint venture or involving the sharing of profits or expenses related to the Business to which Seller is a party;

(x) each Contract pursuant to which Seller is committed to make a capital expenditure or to purchase a capital asset in excess of \$2,000 which is not contemplated by Seller's capital expenditure budget for the Business;

(xi) each Contract that is material to the condition (financial or otherwise) or operation of the Business, or which is outside the Ordinary Course of Business;

(xii) each Contract or other agreement under which Seller has agreed to indemnify any Person relating to the conduct of the Business;

(xiii) each Contract presently in effect, whether or not fully performed, by Seller with any current or former officer, manager, consultant, independent contractor or other employee (or group of employees) or equity holder (or group of equity holders) of Seller which relates to the Business; and

(xiv) each Contract that has or could reasonably be expected to have a Material Adverse Effect if (A) any other party cancelled or terminated such Contract (with or without notice or the passage of time), (B) any other party claimed monetary damages (either individually or in the aggregate with all other such claims under such Contracts) from Seller, or (C) any obligation were accelerated or any benefit were lost under such Contract.

(b) Each Acquired Contract that is a Material Contract may be transferred to Buyer pursuant to the terms of this Agreement, and each such Acquired Contract will be legally valid and binding and enforceable immediately following the Closing on terms identical to those in effect immediately prior to the Closing, in each case without breaching the terms thereof or resulting in the forfeiture or impairment of any rights thereunder and (except as set forth on Schedule 4.16) without the consent, approval or act of, or the making of any filing with, any other Person. Seller has performed, or is performing, all material obligations required to be performed by it to date under the Material Contracts, and it is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. Seller has neither waived nor released any of its material rights under any Acquired Contract. Complete and correct copies of all Material Contracts, together with all material modifications, supplements and amendments thereto, have been made available to Buyer. Except as set forth on Schedule 4.11(b), Seller is not a party to any Contract with (i) any Governmental Body or (ii) any third party relating to a Contract between such third party and any Governmental Body.

(c) All Material Contracts are valid, binding and in full force and effect and are enforceable against Seller and each other party thereto, in accordance with their terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors rights generally and (ii) general principles of equity, regardless of whether considered in a proceeding at law or equity. Except as set forth on **Schedule 4.11(c)**, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder or has repudiated any term of any Material Contract. Seller has not received any written notice of termination, cancellation or non-renewal with respect to any Acquired Contract, and to the Knowledge of Seller, no other party to an Acquired Contract plans to terminate, cancel or not renew any Acquired Contract.

4.12 Employee Benefits Plans.

Seller had no plan, program, policy or Contract related to the Business providing for compensation, bonuses, pension, retirement, profit sharing, health, dental, vision, life, disability, severance, termination pay, performance awards, equity or "profits interested" awards, fringe benefits or other employee benefits of any kind, if any, including any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is sponsored, maintained, or contributed to by any non-individual Seller or any Affiliate of any of them in which any current or former employee, officer, consultant, independent contractor, agent or manager of Seller participates (collectively, the "**Benefit Plans**").

4.13 No Employees.

(a) Except as otherwise provided in **Schedule 4.13(a)**, Seller neither has, nor has it ever had or engaged in the past, any employee that relates in any way to the Business or the Acquired Assets

(b) Except as otherwise provided in **Schedule 4.13(b)**, Seller has not engaged an independent contractor, other than legal counsel, in connection with the Business or the Acquired Assets.

4.14 No Other Intellectual Property.

Other than the Intellectual Property being transferred to Buyer, Seller has no, nor has it had in the past, any patents and patent applications, registered trademarks and trademark applications, material unregistered trademarks (including all trademarks currently designated by Seller with a "TM" or "SM"), registered copyrights and copyright applications, trade names, logos, Internet domain names, software and Internet and World Wide Web URLs, relating to the Business or the Acquired Assets.

4.15 No Government Contracts.

Except as provided in Schedule 4.11(b), Seller is not now a party to, nor has it entered into, any contract or agreement with any Governmental Body.

4.16 No Consents, Authorizations or Approvals.

Except as provided in Schedule 4.16, no consents, authorizations or approvals of any third party are required to approve or authorize the transactions contemplated hereby.

4.17 Litigation.

Seller has not been a party to, nor been threatened with, any Legal Proceeding or Order; (b) Seller has not been threatened with any Legal Proceeding or Order, relating to the Business or the Acquired Assets; and (c) none of Seller's managers, officers, agents or employees (in their capacity as such) have been a party to or been threatened with any such Legal Proceeding or Order relating to Seller or the Business. There are no Legal Proceedings pending or, to the Knowledge of Seller, threatened against Seller or any Affiliate to enjoin or otherwise challenge the consummation of any of the transactions contemplated by this Agreement, the Seller Documents or the Buyer Documents.

4.18 Compliance with Laws; Permits.

(a) Seller is, and at all times since January 1, 2008, has been, in compliance in all material respects with all Laws applicable to the ownership or operation of the Business, the Acquired Assets and the Assumed Liabilities. Seller has received no notice of a violation of any Laws, nor to the Knowledge of Seller do any facts exist that might result in a failure to comply in all respects with all such applicable Laws, including in each case all Privacy Laws.

(b) There are no Permits which are required for the operation of the Business as presently conducted and (ii) the ownership and operation of the Acquired Assets is in compliance with all applicable Laws.

4.19 Environmental Matters.

With respect to the Business and the Acquired Assets, since January 1, 2008, (a) Seller is and has at all times been in compliance in all material respects with all applicable Environmental Laws; (b) Seller has not caused, arranged or allowed, or contracted with any party for, the transportation, treatment, storage or disposal of any Hazardous Materials and has not received any information request or notice from any Governmental Body that it is a potentially responsible party at any property under any Environmental Law; (c) there has been no release of Hazardous Materials into the environment on or from any real property owned by Seller which, with notice or the lapse of time or both, would be required under applicable Environmental Laws to be abated, remediated or reported to any Governmental Body by Seller; and (d) there are no past or present conditions, events, circumstances or facts that could reasonably be expected to form the basis of any claim or

Legal Proceeding against Seller based on or related to any release of a Hazardous Material or any violation of any Environmental Law.

4.20 Financial Advisors.

No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller or any of its Affiliates or any of them in connection with the transactions contemplated by this Agreement in a manner that would entitle any Person to any fee or commission or like payment in respect thereof.

4.21 Insurance.

Seller does not maintain any insurance policies, including but not limited to fire and casualty, liability and any other forms of insurance with respect to the Business and the Acquired Assets.

4.22 Transactions with Affiliates.

Except as set forth on Schedule 4.22, no Affiliate of Seller has any interest in any property (whether real, personal or mixed and whether tangible or intangible) used in or pertaining to the Business, the Acquired Assets or the Assumed Liabilities. Except as set forth on Schedule 4.22, neither Seller nor any Affiliate owns (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has (a) had business dealings or a material financial interest in any transactions with Seller with respect to the Business, or (b) engaged in competition with the Business with respect to any line of the products or services of the Business in any market presently served by the Business. Except as set forth in Schedule 4.22 and other than the Master Consulting Agreement, there is no Contract between Seller and any of Seller's Affiliates with respect to the Business that is currently in effect or that would continue in effect subsequent to the Closing. All of the Contracts set forth in Schedule 4.22 were entered into in the Ordinary Course of Business.

4.23 Customers.

Except as provided in Schedule 4.23, Seller has no customers.

4.24 Product Warranty.

Schedule 4.24 describes all express warranties or guaranties that have been extended with respect to the products or services provided by the Business. Each product and service sold, leased, licensed or delivered by the Business has been in conformity with any applicable contractual commitments and any express and implied warranties, and has been in conformity in all material respects with all statements or other information about the functionality or performance of such product or service that are made generally available to its customers in manuals or other documentation, on the Business' websites or in the Business' marketing or advertising materials, and Seller has no Liability (nor to the Knowledge of Seller is there any reasonable basis for any present or future demand, claim or

action of any kind giving rise to any Liability) for breach, nonperformance, replacement or repair thereof or other damages in connection therewith. No product or service sold, leased, licensed or delivered by Seller with respect to the Business is subject to any guaranty, express warranty or other indemnity other than as set forth on **Schedule 4.24**.

4.25 Solvency.

Neither Seller nor any of the Acquired Assets are the subject of any pending, rendered or, to the Knowledge of Seller, threatened insolvency proceedings of any character. Seller has not made an assignment for the benefit of creditors or taken any action with a view to or that would constitute a valid basis for the institution of any such insolvency proceedings. Seller is not insolvent, and Seller will not become insolvent as a result of entering into this Agreement or any of the Seller Documents or consummating the transactions contemplated hereunder and thereunder.

4.26 No Shared Code.

No code contained in the iCare Software is shared with any other software used by Seller.

4.27 Intellectual Property Assignment.

Seller hereby reiterates and confirms each of the representations and warranties that it is making in the Intellectual Property Assignment, including but not limited to the following representations and warranties (i) a Software License Agreement by and between UTRF and Seller, dated January 13, 2010, is of no further force and effect, except for Articles 3.1, 6.1, 12 and 13.2 thereof, (ii) Seller has not licensed any iCare Intellectual Property to anyone, nor has it entered into any contract or agreement to do so, (iii) no iCare Intellectual Property or Materials (as defined in the Intellectual Property Assignment) were developed by anyone other than by (x) Tami H. Wyatt, Mathew A. Bell, Chayawat Indranoi, and Xueping Li in the course of their employment by UT and/or with substantial use of UT funds or facilities, or (y) entities or individuals who entered into agreements that caused any iCare Intellectual Property or Materials (as defined in the Intellectual Property Assignment) developed, conceived or reduced to practice by them to be owned by Seller, all of whose identities have been disclosed on **Schedule 4.10(d)(ii)**, and (iv) the DVD Package (as defined in the Intellectual Property Assignment) contains all of the Materials (as defined in the Intellectual Property Assignment).

4.28 Full Disclosure.

No representation or warranty of Seller in this Agreement, and no statement made by Seller contained in any Schedule, contains any untrue or misleading statement of a material fact or omits or will omit to state any material fact, necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading.