

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the “General Assignment”) is made this 6th day of March, 2025 (the “Effective Date”), by and between MLS Technology Holdings, LLC, a Delaware corporation located at 1900 Gallows Road, Suite 775, Vienna, Virginia 22182, Federal Tax Identification Number 87-2987561, hereinafter referred to as “Assignor” and MLSTH (ABC), LLC, a Delaware limited liability company, with offices in care of Rock Creek Advisors, LLC (“Rock Creek”), 1738 Belmar Blvd., Belmar, New Jersey 07719, hereinafter referred to as “Assignee.”

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor desires to transfer all of its property to an assignee for the benefit of creditors pursuant to Delaware law so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts); and

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the Assignment Estate (defined below), including (without limitation) the liquidation of the Assignment Estate’s assets.

NOW, THEREFORE, in consideration of Assignor’s existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **Creation of Assignment Estate.** Upon the execution of this General Assignment, a certain assignment estate shall be created (herein referred to as the “Assignment Estate”) to enable the Assignee to administer the Assignment Estate, which Assignment Estate includes the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor, in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the Assignment Estate. The Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of their expenses, including (without limitation) reimbursement of the Assignee’s attorneys’ fees and costs, in accordance with the budget attached hereto as **Exhibit A** (the “ABC Budget”). The Assignee may serve without bond, except to the extent a bond is required by law or court order. The Assignee may seek to have any bond required by law waived by court order and also is authorized to seek the waiver of any other court-required filing for the purposes of preserving Assignment Estate resources.

2. **Transfer of Assets.** Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor’s currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include (without limitation) all personal property and any interest therein, including all that certain book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, intellectual property (including without limitation all patents, patent applications, trade secrets, copyrights, domain

names, trademarks and trade names, and all goodwill associated therewith and all registrations thereof), insurance policies (including any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims (including any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "Assigned Assets." Notwithstanding the above, (a) the Assignee shall provide Assignor and its representatives with reasonable access to the books and records and other financial information of the Assignor as reasonably requested by the Assignor; (b) the Assignee shall ensure that any agreement to sell the Assignor's assets contains a provision requiring any purchaser to provide the Assignor with such reasonable access; and (c) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under the Assignor's insurance policies, including (without limitation) so-called "Side A" Coverage under the Assignor's Directors and Officers Liability Insurance and nothing in this Agreement shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds.

3. **Leases and Leasehold Interests.** The Assigned Assets shall not include any leases or leasehold interests of Assignor, unless specifically designated and identified herein and only to the extent assignable; provided, however, the Assigned Assets shall include any and all prepaid deposits and expenses in connection with any and all leases and leasehold interests.

4. **Delivery of Documents, Endorsements, and Forwarding of Mail.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. **Powers and Duties of Assignee.** Assignor and Assignee agree that all powers and duties regarding administering the Assignment Estate shall be the sole responsibility of Assignee, in the exercise of its fiduciary duties, and Assignor shall have no powers or duties in connection with administering the Assignment Estate. Assignee shall have all powers under law necessary to marshal and liquidate the Assignment Estate, including (without limitation):

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets as Assignee, in the exercise of its fiduciary duties, deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ (i) an auctioneer and/or liquidator to conduct any public or private sale of the assets and to advertise said sale(s) in such manner as Assignee deems best, and (ii) disinterested appraisers pursuant to 10 Del. C. § 7382 to appraise the value of the Assigned Assets;

d. To employ attorneys (including Womble Bond Dickinson (US) LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Assignment Estate and to assist in the preparation and filing of any and all State, County, or Federal Tax Returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor may have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To request and require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to the Assignor;

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

h. To file final tax returns for the Assignor and dissolve the Assignor according to applicable law governing corporate dissolutions;

i. To conduct the business of the Assignor should the Assignee deem such operation proper;

j. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of a reasonable fee to the Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of: (i) attorneys for the Assignee (including Womble Bond Dickinson (US) LLP), financial advisor to the Assignee and any other professionals and/or employees retained by Assignee for assistance in administration of the Assignment Estate including accountants of Assignee and accountants involved in

preparation of tax returns for Assignor; and (ii) professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment (all within the limits of the ABC Budget);

(2) SECOND, to reimburse Assignee as to all costs advanced by the Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets (all within the limits of the ABC Budget);

(3) THIRD, payment of all sums required to be paid in order to discharge any lien on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, all Assignee financing and any other indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Assignment Estate, including (without limitation) all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, fees or expenses of any other professionals the Assignee deems necessary to properly administer the Assignment Estate, to the extent not paid pursuant to paragraph 5(j)(1) hereof, as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond, as well as payment of all wages and other costs associated with the Assignee's utilization of Assignor's employees, as applicable (all within the limits of the ABC Budget);

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including (without limitation) federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including (without limitation) employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the Assignment Estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the equity holders of the Assignor.

k. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including (without limitation) abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors, provided, however, that the Assignee shall not abandon any of such assets to the Assignor.

6. **Rights of Creditors.** Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for the Assignor and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property of the Assignor.

7. **Administration of Assignment Estate.** The Assignee shall administer the Assignment Estate in a manner consistent with Delaware law and other applicable state law. Additionally, the Assignee will file all necessary pleadings required in an assignment for the benefit of creditor proceeding under 10 Del. C. 7381 et. seq. The Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

8. **Limitation of Liability of Assignee; Indemnification.**

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the Assignment Estate, and not in Assignee's personal capacity. Except as provided in section 8(b), the parties hereto acknowledge and agree that neither the Assignee nor any of its members, managers, employees, officers, agents, or representatives will assume any personal liability or responsibility for any of the Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of the General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this Assignment against the Assignee.

b. The Assignee shall be indemnified by the Assignment Estate for any claims brought against the Assignee for any of its acts or omissions as Assignee except where it is determined in a final judgment by a court of competent jurisdiction that the Assignee's conduct was willful or grossly negligent.

9. **Reliance.** The Assignee may conclusively rely and shall be protected in acting upon on the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to the Assignee by the Assignor or its directors, managers, employees, officers, agents, or representatives. The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. **Representations and Warranties of Assignor.**

a. As of the date hereof, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including (without limitation) to transfer the property transferred to the Assignee hereby;

b. The execution, delivery, and performance by the Assignor of this General Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This General Assignment constitutes the legal, valid, and binding obligation of the Assignor, enforceable against it in accordance with their respective terms.

11. **Power of Attorney.** The Assignor, by this General Assignment, hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney-in-Fact. Further, on the date the General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including (without limitation) any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action.

12. **Acceptance by Assignee.** By execution of this General Assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that the Assignee shall receive reasonable compensation for its services in connection with the administration of the Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee.** The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until (i) a successor assignee has been appointed by the Assignee, and such successor has accepted its appointment in writing delivered to the Assignee, or (ii) the Assignee petitions the Court of Chancery of the State of Delaware (the "Court") to appoint a successor assignee, and the Court so appoints such a successor. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor

in connection with the General Assignment with like effect as if originally named therein, but the Assignee shall nevertheless, when requested in writing by the successor assignee, execute and deliver an instrument or instruments conveying and transferring to such successor assignee all of the estates, properties, rights, powers, and trusts of the Assignee in connection with the General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by the Assignee hereunder.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

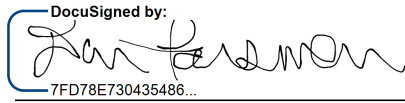
15. **Counterparts.** This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

MLS TECHNOLOGY HOLDINGS, LLC

By: 
7FD78E730435486...
Name: Dan Forsman
Title: Treasurer

ASSIGNEE

MLSTH (ABC), LLC

By: _____
Name: James Gansman
Title: President

SIGNATURE PAGE TO MLS TECHNOLOGY HOLDINGS, LLC GENERAL ASSIGNMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

MLS TECHNOLOGY HOLDINGS, LLC

By: _____
Name: Dan Forsman
Title: Treasurer

ASSIGNEE

MLSTH (ABC), LLC

By: _____
DocuSigned by:
James Gansman
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Name: James Gansman
Title: President

SIGNATURE PAGE TO MLS TECHNOLOGY HOLDINGS, LLC GENERAL ASSIGNMENT

EXHIBIT A

ABC Budget

ABC Budget Template**All in US Funds****ABC**

| | | |
|----------|---|---------------------|
| 1 | Beginning Cash | \$ 1,245,810 |
| 2 | Cash Inflows | |
| 2.01 | Accounts Receivable | \$ 1,259,111 |
| 2.02 | Stripe Revenue | \$ 100,000 |
| | Total Cash Inflows | \$ 1,359,111 |
| 3 | Fiduciary & Employee Disbursements | |
| 3.01 | Fully Burdened Payroll | \$ 640,000 |
| 3.02 | Employee Bonuses | \$ - |
| 3.03 | Severance Payments - U.S. | \$ 226,200 |
| 3.04 | Severance Payments - Canada | \$ 60,728 |
| 3.05 | Subcontractors (ABC) | \$ 10,000 |
| 3.06 | Fully Burdened PTO Disbursements (Canada) | \$ 21,985 |
| 3.07 | Medical Benefit Administration | \$ 75,510 |
| 3.08 | Medical Expenses (IBNR) + Runoff | \$ - |
| 3.09 | Stop Loss - Medical | \$ - |
| 3.10 | Insurance (GL, Property, Auto) | \$ - |
| 3.11 | Work Comp Insurance | \$ - |
| 3.12 | Work Comp Administration | \$ - |
| 3.13 | Stop Loss - Work Comp | \$ - |
| 3.14 | Flex Spending Accounts | \$ - |
| 3.15 | Employee Expense Reimbursements | \$ - |
| 3.16 | Payroll Processing Fees | \$ - |
| 3.17 | Unpaid Payroll Taxes | \$ - |
| 3.18 | Unpaid Sales Taxes | \$ 100,000 |
| 3.19 | Unpaid Federal Taxes | \$ 5,000 |
| 3.20 | Unpaid State Taxes | \$ 5,000 |
| 3.21 | Unpaid Local Taxes | \$ - |
| 3.22 | Delaware Franchise Taxes | \$ 5,000 |
| 3.22 | Capex/Special | \$ - |
| | Total Fiduciary & Employee Disbursements | \$ 1,149,423 |
| 4 | Company Wind Down Expenses | |
| 4.01 | 401(k) Dissolution | \$ 750 |
| 4.02 | 401(k) Contribution | \$ - |
| 4.03 | Appraisal | \$ 45,000 |
| 4.04 | Bond | \$ 30,000 |
| 4.05 | Storage of Books and Records (7 Yrs.) | \$ 22,500 |
| 4.06 | Tax Return Preparation | \$ 80,000 |
| 4.07 | Notice to Interested Parties | \$ 7,500 |
| 4.08 | Contingency / Miscellaneous | \$ 50,000 |
| 4.09 | SPE Set Up / W2 Prep / 1099 | \$ 7,500 |
| 4.10 | D&O Tail | |
| 4.11 | Payment of additional secured creditors | \$ - |
| 4.12 | Company/SPE Dissolution costs | \$ 5,000 |
| 4.13 | Company Legal Expense | \$ - |
| | Total Wind Down Expenses | \$ 248,250 |
| 5 | Supplier Cash Outflows/Disbursements | |
| 5.01 | Brex & Amex Card Payments | \$ 141,634 |
| | Total Inventory Purchases | \$ 141,634 |

ABC Budget Template**All in US Funds****ABC****6 Other Operating Expenses**

| | | | |
|---------------------------------------|---|-----------|----------------|
| 6.01 | Rent & CAM Fees | \$ | - |
| 6.02 | Real Estate Taxes | \$ | - |
| 6.03 | Insurance | \$ | - |
| 6.04 | Utilities | \$ | - |
| 6.05 | Equipment Leases | \$ | - |
| 6.06 | Accounting | \$ | - |
| 6.07 | Dues & Subscriptions | \$ | 14,250 |
| 6.08 | Computer Software & Maintenance & Repairs | \$ | 577,311 |
| 6.09 | Banking Fees | \$ | - |
| 6.10 | Company Contractors | \$ | 145,956 |
| 6.11 | Customer Prepaid Return | \$ | - |
| Total Other Operating Expenses | | \$ | 737,517 |

7 Professional Fees

| | | | |
|--------------------------------|----------------------|-----------|----------------|
| 7.01 | Assignee Fee | \$ | 160,000 |
| 7.02 | Assignee Legal | \$ | 100,000 |
| 7.03 | Assignee Legal - APA | \$ | 50,000 |
| 7.04 | Lender Legal | \$ | 10,000 |
| Total Professional Fees | | \$ | 320,000 |

Summary:

| | | |
|--------------------------|-----------|--------------|
| Beginning Cash | \$ | 1,245,810 |
| Incoming Cash | \$ | 1,359,111 |
| Expenses | \$ | 2,596,824 |
| Borrowing/funding needed | \$ | - |
| Net | \$ | 8,097 |