

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made this ___ day of November, 2025 (the “**Effective Date**”), by and between **AMBIENT PHOTONICS INC.**, a Delaware corporation located at 100 Enterprise Way, Suite C205, Scotts Valley, CA 95066, Federal Tax Identification Number 84-1941722, hereinafter referred to as “**Assignor**”, and **API (ABC), LLC**, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, New Jersey 07719, Federal Tax Identification Number [], solely in its capacity 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 has decided to discontinue its business and transfer all of its property to an assignee for the benefit of creditors under applicable California 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 Ambient Photonics Assignment Estate (defined below), including, without limitation, the liquidation of the 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, the name of which is the “**Ambient Photonics Assignment Estate**,” to enable Assignee to administer such assignment estate to be comprised of the Assigned Assets (defined in Section 2 below). Assignee’s administration of the Ambient Photonics Assignment Estate shall include 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 Ambient Photonics Assignment Estate. 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 attorneys’ fees and costs. Assignee may serve without bond, except to the extent a bond is required by law or court order.

2. **Transfer of Assets.**

a. Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee, in trust, for the benefit of Assignor’s creditors generally, 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 stock of merchandise, office furniture and fixtures,

machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, intellectual property including, without limitation, all domain names, patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, proceeds of or payments on claims under insurance policies (including, subject to the limitation in section 2(b)(iii) below, from or under 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, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective 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.**"

b. Notwithstanding subsection a. above or any other provision of this General Assignment, (i) Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor as reasonably requested from time to time, (ii) Assignee shall ensure that any agreement to sell Assignor's assets contains a provision requiring any purchaser to provide Assignor and its attorneys and other representatives with such reasonable access to the books and records and other financial information of the Assignor as reasonably requested from time to time, and (iii) 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 Assignor's insurance policies, including, without limitation, so-called "Side A" Coverage under Assignor's Directors and Officers Liability Insurance, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the Effective Date.

3. **Leases and Leasehold Interests.** The Assigned Assets further include all leases and leasehold interests of Assignor, to the extent assignable, including leases in any asset of Assignor and real property leases; provided that, should Assignee determine that any said lease or leasehold interest is of no value to the Ambient Photonics Assignment Estate, then said lease or leasehold interest may be thereby relinquished by Assignee without further liability or obligation to Assignee. This Section 3 is not intended to abrogate any assignment provision of Assignor's existing lease agreements.

4. **Delivery of Documents; Endorsements; 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.** Assignee shall have all powers under law necessary to marshal and liquidate the Ambient Photonics 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, including, without limitation, all of Assignor's equipment and causes of action in such manner as Assignee 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 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;

d. To employ attorneys, accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Ambient Photonics 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 shall 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 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 Assignor;

g. To open bank accounts in the name of 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 conduct the business of Assignor should Assignee deem such operation proper;

i. To incur indebtedness, which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

j. To dissolve Assignor pursuant to applicable law governing corporate dissolutions;

k. 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 reasonable fees to Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement (the "**Compensation Agreement**") of even date herewith between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including, without limitation, Law Office of Nathan A. Schultz, P.C.), accountants of Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment, and any other professionals and/or employees retained by Assignee for assistance in the administration of the Ambient Photonics Assignment Estate (all such fees and expenses to be within the limits set forth in the budget attached to the Compensation Agreement (the "**ABC Budget**"));

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

(3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance 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, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law; provided that, all itemized costs and expenses set forth in the ABC Budget have been satisfied in their entirety;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Ambient Photonics 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, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the General Assignment, and fees or expenses of any other professionals that Assignee deems necessary to properly administer the Ambient Photonics Assignment Estate, to the extent not paid pursuant to section 5(k)(1) hereof (all within the limits of the ABC Budget), 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;

(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 Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever 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 Ambient Photonics Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Ambient Photonics 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 Ambient Photonics Assignment Estate or proceeds thereof, when all debts of Assignor have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's stockholders.

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 Assignee shall not abandon any of such assets to Assignor.

6. **Rights of Creditors.** Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for 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 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 Assignor.

7. **Administration of Ambient Photonics Assignment Estate.** Assignee shall administer the Ambient Photonics Assignment Estate in a manner consistent with California law and other applicable state law pursuant to Cal. Code Civ. Proc. §§ 1800-1802. Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as 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 Ambient Photonics Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither Assignee nor any of its members, managers, employees, officers, agents, attorneys or representatives will assume any personal liability or responsibility for any of Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against Assignee.

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

9. **Reliance.** 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 furnished to Assignee by Assignor or its directors, managers, employees, officers, agents, or representatives. 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 Effective Date, 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 Assignee hereby;

b. The execution, delivery, and performance of this General Assignment by Assignor 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 Assignor, enforceable against it in accordance with the General Assignment's respective terms.

11. **Power of Attorney.** Assignor, by this General Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney-in-Fact. Further, on the date this General Assignment is accepted by Assignee, the Assignee shall succeed to all of the rights and privileges of 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, subject to court approval, if necessary, to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. For the avoidance of doubt, this power of attorney does not constitute the Assignee's assumption of the defense to any pending litigation initiated against the Assignor in a court of law, unless the Assignee expressly assumes the defense of such litigation with the entry of a notice of appearance in such litigation.

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

13. **Resignation by Assignee.** Assignee may resign and be discharged from its duties hereunder at any time; provided that, such resignation shall not become effective until a successor assignee has been appointed by Assignee and such successor has accepted its appointment in writing delivered to Assignee. 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 this General Assignment with like effect as if originally named therein, but 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 estate's properties, rights, powers, and trusts in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by Assignee hereunder.

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

[Signature Page Follows]

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

ASSIGNOR:

AMBIENT PHOTONICS INC.

Signed by:
By: Bates Marshall
Name: Bates Marshall
Title: Chief Executive Officer

ASSIGNEE:

API (ABC), LLC

By: James Gansman
Name: James E. Gansman
Title: President