



THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made on October 21, 2022, by and between Confluera, Inc., a Delaware corporation located at 195 Page Mill Road, Suite 103, Palo Alto, CA, 94306, Federal Employment Identification Number: 82-5244480, hereinafter referred to as “**Assignor**,” and CFLA (ABC), LLC, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, NJ 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 has decided to discontinue its business and desires to transfer all of its property to an assignee for the benefit of creditors 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, the name of which is the “**Assignment Estate**,” to enable the Assignee to administer the estate, which 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 its expenses, including, without limitation, reimbursement of its attorneys’ fees and costs.

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 stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements (subject to Section 3(a) below) , inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, deposits, intellectual property including all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, insurance policies, tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims, 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.**" 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, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. The assignment of the Assigned Assets by Assignor to Assignee hereunder shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the date of this General Assignment.

3. **Exclusions.**

a. **Lease Exclusion.** Leases and leasehold interests in real property are not included in the Assignment Estate; provided, that, if the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then such excluded lease or leasehold interest shall be deemed to be included in the Assignment Estate, and Assignor shall, upon demand of Assignee, assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning the termination of any real property leases. This Section 3(a) is not intended to abrogate any assignment provision of the Assignor's existing lease agreements.

b. **Employee Benefit Plan Exclusion.** Employee benefit plans (which includes any related employee trust fund), including, without limitation, any ERISA-qualified plan or other similar employee plan, are not included in the Assignment Estate. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall Assignee have any role in, or responsibility for, the termination of any employee benefit plan of Assignor and/or its employees.

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.** 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, including, without limitation, all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes of action in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary 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 to appraise said assets and to conduct any public or private sale of the assets and to advertise said sale 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 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 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 conduct the business of the Assignor should the Assignee deem such operation proper;

i. To incur indebtedness sufficient to fund the ongoing operation of the Assignee's business and the administration of the Assignment Estate, all in accordance with the ABC Budget (as hereinafter defined) ("**Assignee Financing**"), which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

j. To apply the net proceeds arising from the operation, sale, and/or 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 or other remuneration to the Assignee and its agents, and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee, accountants to the Assignee, accountants involved in preparation of tax returns for the Assignor, and any other professionals and/or employees retained by Assignee for assistance in administration of the Assignment Estate, and such fees of the Assignee and its counsel to be in accordance with the Compensation and Expense Reimbursement Agreement of even date herewith between the Assignor and Assignee, all such fees and expenses to be within the limits set forth in the ABC Budget attached to such agreement (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, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums, costs and expenses required to be paid in order to discharge any lien, attachment 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, all Assignee Financing and any other indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law, including, without limitation, any costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor;

(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, legal fees of the Assignor for legal services rendered, including services related to the making of and administration of this General Assignment, and fees or expenses of any other professionals the Assignee deems necessary to properly administer the Assignment Estate, to the extent not paid pursuant to Section 5(j)(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 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 shareholders 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 California law. 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. 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 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 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 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. The list of creditors delivered concurrently herewith to the Assignee and attached hereto as Exhibit A, is as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them as of September 30, 2022;

b. 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;

c. 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

d. 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 this 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. The foregoing shall provide the Assignee with power of attorney, without limitation, to (a) become, and take all actions of, an authorized signor for the Assignor's bank accounts, and (b) enter into any control agreement(s) or other agreements regarding Assignor's bank accounts.

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 a successor assignee has been appointed by the Assignee, and such successor has accepted its appointment in writing delivered to the 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 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 this 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 California 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.

[Remainder of Page Intentionally Left Blank- Signature Page to Follow]

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

ASSIGNOR

Confluera, Inc., a Delaware corporation

By: _____

Name: John Morgan

Title: Chief Executive Officer

ASSIGNEE

CFLA (ABC), LLC, a Delaware limited liability company

By: _____

Name: James E. Gansman

Title: President