

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("Agreement") is made and entered into as of November 22, 2017 (the "Effective Date") by and between Kologik Capital, LLC a Louisiana limited liability company ("Buyer") and COPsync, Inc., a Delaware corporation ("Seller") and Chapter 11 Debtor in Possession, Case No. 17-12625 ("Bankruptcy Case"), United States Bankruptcy Court, Eastern District of Louisiana ("Bankruptcy Court"). The Seller and the Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

### RECITALS

**WHEREAS**, pursuant to the Asset Purchase Agreement dated September 29, 2017, between the Seller and the Buyer, as amended, modified or supplemented from time to time (the "Purchase Agreement"), and as approved by the Bankruptcy Court in the Bankruptcy Court via order dated November 22, 2017 ("Sale and Assumption Order", [Docket No. 125 ]), the Seller has agreed to sell to the Buyer those assets described therein, including without limitation, the assets listed in Exhibits A but excluding the assets listed in B hereto ("Assets"); and

**WHEREAS**, pursuant to the Purchase Agreement, the Buyer has agreed to purchase the Assets from the Seller; and

**WHEREAS**, pursuant to the Sale and Assumption Order, the Buyer has agreed to assume certain executory contracts of Buyer for the assumption and cure amounts all as set out on Exhibit C to the Purchase Agreement (the "Assumed Contracts");<sup>1</sup> and

**WHEREAS**, the Parties hereto wish to enter into this Agreement for the purpose of causing the transfer of the Assets and the Assumed Contracts from the Seller to the Buyer.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

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<sup>1</sup> The Exhibits to the Purchase Agreement reflecting the Assets and the Assumed Contracts are incorporated herein by reference as if copied *in extenso*.

Section 1 Assignment and Sale. (a) Effective as of the Effective Date, (i) the Seller hereby grants, bargains, sells, assigns, transfers and conveys unto the Buyer, its successors and assigns, all of its legal and beneficial right, title and interest in and to the Assets.

(b) Effective as of the Effective Date, the Seller hereby grants, bargains, sells, assigns, transfers and conveys unto the Buyer, its successors and assigns, all of its legal and beneficial right, title and interest in and to the Assumed Contracts, together with all rights arising under or by virtue of the Assumed Contracts. Buyer hereby accepts this assignment, and assumes and agrees to perform all of the obligations of Seller arising or accruing under the Assumed Contracts on or after the date of this Agreement, except those related to any default existing or accruing prior to the date of this Agreement.

(c) Seller and Buyer acknowledge that they are bound by the terms and conditions in the Purchase Agreement and that this Bill of Sale and Assignment is entered to consummate the transactions contemplated in the Purchase Agreement, and shall in no way operate as a limitation on the terms and conditions therein.

## Section 2. Additional Provisions.

(a) Except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made and does not make any representations as to the physical condition, rents, leases, expenses, operations, properties, premises, assets, or any other matter or thing affecting or related to the Assets or this transaction, which might be pertinent to the purchase of the Assets or the execution of this Agreement, and Buyer affirmatively waives any rights and claims for recovery or reduction of the Purchase Price or any portion thereof. Specifically, and not by way of limitation, except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made, and does not make, any representations as to (i) the current or future tax liability, assessment or valuation of any of the Assets; (ii) the present and future condition and operating state of any and all of Seller's properties; (iii) the status of any of Seller's Contracts or agreements; or (iv) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof. Buyer hereby expressly acknowledges that no such representations have been made. Seller is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Assets made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent Seller unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein.

All understandings and agreements heretofore had between the Parties are merged in this Agreement and the Purchase Agreement, which documents fully and completely expresses their agreement.

(b) Buyer has inspected the Assets, and hereby accepts possession of the Assets in its/their "as is", "where is" condition on the date of this Agreement, subject to normal or reasonable use, wear and tear and deterioration. Seller is not obligated to make any repairs, alterations, improvements or additions thereto whatsoever. Seller provides no warranties or indemnities to Buyer whatsoever, even as to a return of the Purchase Price.

Section 3 Further Assurances. Subject to the terms and conditions of the Purchase Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Assets hereunder. From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer good title to the Assets, including without limitation, any documents or instruments required by the United States Patent and Trademark Office or any other governmental office or agency.

Section 4 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without regard to its principles of conflicts of laws.


Section 5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective as original signatures on this Agreement.

Section 6 Amendments. This Agreement may not be amended without the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale and Assignment to be executed and delivered and to be effective as of the Effective Date.

**BUYER:**

Kologik Capital, LLC

By:   
Printed Name: Matthew Teague  
Title: Manager

**SELLER:**

COPsync, Inc.

By: \_\_\_\_\_  
Printed Name:  
Title:

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IN WITNESS WHEREOF, the Parties have caused this Bill of Sale and Assignment to be executed and delivered and to be effective as of the Effective Date.

**BUYER:**

Kologik Capital, LLC

By: \_\_\_\_\_

Printed Name:

Title:

**SELLER:**

COPsync, Inc.

By: \_\_\_\_\_

Printed Name: Rodney Bienvenu

Title: CEO