

VCA PLATFORMS LLC

KEALAN INTELLECTUAL PROPERTY

ASSET PURCHASE & ASSIGNMENT AGREEMENT

Document ID: VCA-PLAT-015 | Status: Draft - Effective Upon Closing

This Kealan Intellectual Property Asset Purchase & Assignment Agreement (the "Agreement") is entered into by and between BMV Holdings LLC ("BMV" or "Seller") and VCA Platforms LLC, a New Jersey limited liability company ("VCA Platforms" or "Buyer"). This Agreement implements the parties' agreed acquisition of the Kealan intellectual property for a purchase price of \$100,000, payable from the agreed \$3,000,000 capitalization at Closing, and provides for complete worldwide and perpetual ownership by VCA Platforms, subject only to the separately agreed BMV residual payment obligation described below.

1. PURCHASE AND SALE

1.1 Acquired Kealan Assets. At Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Kealan intellectual property and related transferable assets identified in this Agreement and any accompanying Kealan asset schedule (collectively, the "Kealan Assets").

1.2 Purchase Price. The purchase price for the Kealan Assets is One Hundred Thousand Dollars (\$100,000), payable from within the agreed Three Million Dollar (\$3,000,000) capitalization at Closing.

1.3 No Additional Purchase Price. Except for the residual payment obligation expressly stated in Section 5, the \$100,000 purchase price constitutes the agreed acquisition consideration for the Kealan Assets.

1.4 Closing Condition. No transfer of title becomes effective before Closing and payment or other satisfaction of the agreed purchase-price condition.

2. KEALAN ASSET SCOPE

2.1 Core Intellectual Property. The Kealan Assets include, to the extent owned or transferable by Seller, the software, source code, application logic, prompts, system instructions, workflows, schemas, data structures, interface components, integration logic, configurations, documentation, specifications and other proprietary materials comprising or uniquely supporting Kealan.

2.2 Identity and Product Materials. To the extent owned or transferable by Seller, the Kealan Assets include Kealan-specific names, product identity materials, designs, interface expressions, character/persona specifications, scripts, training materials and associated proprietary documentation, subject to confirmation of any separate trademark or third-party rights.

2.3 Technical Records. Transferable technical records may include repository mappings, version history, deployment instructions, architecture documentation, database/schema documentation, dependency manifests, configuration records and other materials specifically associated with Kealan.

2.4 Improvements Included. All Seller-owned modifications, enhancements, derivative works, revisions and improvements to the Kealan Assets existing as of Closing are included unless expressly identified as excluded in the final asset schedule.

3. OWNERSHIP TRANSFER

3.1 Complete Assignment. Effective at Closing, Seller irrevocably assigns to Buyer all transferable worldwide right, title and interest in and to the Kealan Assets, including all intellectual-property rights embodied therein for the full duration of those rights.

3.2 Worldwide and Perpetual Ownership. Buyer's ownership is worldwide, exclusive and perpetual, subject to applicable law and the continuing residual payment obligation in Section 5. The residual is an economic payment right only and does not reserve ownership, approval rights, control rights, reversionary rights or a license-back to Seller.

3.3 Buyer Control. Following Closing, Buyer may use, operate, modify, commercialize, license, sublicense, integrate, distribute, sell, transfer, discontinue, rebrand or otherwise exploit the Kealan Assets in Buyer's discretion, subject to applicable law and third-party rights.

3.4 Further Assurances. Seller shall execute reasonable additional instruments and provide reasonable cooperation necessary to evidence or perfect the transfer contemplated by this Agreement.

4. EXCLUDED / THIRD-PARTY ITEMS

4.1 Third-Party Property. Third-party software, APIs, models, libraries, SaaS products, hosting, data, content, fonts, media and other property are not sold merely because they are used by or integrated with Kealan. Such items remain subject to their applicable licenses or service terms.

4.2 Accounts and Credentials. Third-party accounts, subscriptions and credentials transfer only where transferable and specifically identified. Otherwise, access will be transitioned through re-provisioning or new Buyer-controlled accounts.

4.3 BMV Background IP. BMV intellectual property not specifically included within the Kealan Assets remains BMV property. Nothing in this Agreement transfers unrelated BMV governance, infrastructure or platform IP merely because it may have been used in Kealan's development or operation.

4.4 Education Platform Separation. The Education Platform acquisition is governed separately by VCA-PLAT-012 and VCA-PLAT-013. The Kealan purchase price does not constitute consideration for Education Platform assets, and the Education Platform purchase price does not purchase Kealan IP.

5. BMV KEALAN RESIDUAL

5.1 Residual Payment Right. Following Closing, BMV shall be entitled to a declining residual calculated on cumulative Kealan-Attributable Revenue received or recognized by VCA Platforms or its controlled commercial successors, as defined in the definitive transaction package.

5.2 Residual Rates. The agreed residual rates are: (a) 5.0% on the first \$50,000,000 of cumulative Kealan-Attributable Revenue; (b) 3.5% on cumulative Kealan-Attributable Revenue above \$50,000,000 through \$100,000,000; and (c) 2.5% on cumulative Kealan-Attributable Revenue above \$100,000,000.

5.3 Aggregate Cap and Permanent Termination. The residual obligation permanently terminates once BMV has received Seven Million Five Hundred Thousand Dollars (\$7,500,000) in aggregate residual payments. No residual payment shall be due after that cap has been fully satisfied.

5.4 No Equity or Ownership Interest. The residual does not constitute equity, membership interest, voting rights, governance rights, security interest, lien, title retention, joint ownership, approval authority or any other ownership or control interest in Kealan or VCA Platforms.

5.5 Administration. Reporting, payment timing, audit mechanics, treatment of refunds, taxes, intercompany transactions, bundled offerings, successor transactions and the precise definition of Kealan-Attributable Revenue shall be governed by the final definitive transaction documents and shall be interpreted consistently with the economic terms stated in this Section.

6. DELIVERY AND TECHNICAL TRANSFER

6.1 Source Delivery. Seller shall deliver or make available the Seller-controlled Kealan source and technical materials included in the Kealan Assets through the parties' controlled transfer process.

6.2 Technical Inventory. The parties may use repository analysis, Codex or comparable technical tooling to inventory files, dependencies, integrations, environment references, deployment configuration and related technical artifacts.

6.3 Evidence. Repository identifiers, commit references, timestamps, manifests, hashes, architecture records and other technical evidence may be attached to the final Kealan asset schedule or technical transfer record.

6.4 No Secrets in Printed Package. Passwords, API keys, tokens and similar secrets will be transferred securely or re-issued and will not be printed in the executed closing package.

7. REPRESENTATIONS AND AUTHORITY

7.1 Authority. Each party represents that it has authority to enter into and perform this Agreement.

7.2 Seller Transfer Authority. Seller represents that, to its knowledge and subject to disclosed third-party rights, it has authority to transfer the Seller-owned Kealan Assets identified for conveyance.

7.3 No Undisclosed Encumbrance. Seller shall disclose any known lien, assignment, license, ownership claim or other material restriction affecting the Kealan Assets that would materially impair the transfer contemplated by this Agreement.

7.4 Third-Party Rights. No representation is made that third-party technology used with Kealan becomes Buyer-owned by virtue of this Agreement.

8. CLOSING EFFECT

8.1 Effective Transfer. Upon Closing and satisfaction of the purchase-price condition, the assignment in Section 3 becomes effective without further action except for instruments reasonably required to perfect or evidence ownership.

8.2 Pre-Closing Status. Before Closing, this Agreement and any schedules remain draft transaction instruments and do not independently transfer title.

8.3 Closing Record. At Closing, the parties may mark the final Kealan asset schedule and technical-transfer record ACTIVE / TRANSFER COMPLETE and attach them to the closing package.

9. GENERAL

9.1 Integration with Definitive Package. This Agreement is part of the VCA Platforms transaction closing package and shall be read together with the definitive agreements governing capitalization, residual administration and related closing conditions.

9.2 Amendments. Any amendment to this Agreement must be in writing and approved by the parties whose rights or obligations are affected.

9.3 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be treated as an original.

9.4 Governing Law. Unless superseded by the controlling definitive transaction agreement, this Agreement shall be governed by the law specified in that definitive transaction package.

10. SIGNATURES

The parties execute this Agreement intending to be legally bound upon satisfaction of the applicable Closing conditions.

SELLERBMV HOLDINGS LLCBy: _____Name: Vince CarolTitle: Authorized
RepresentativeDate: _____ | BUYERVCA PLATFORMS LLCBy:

Name: Vince CarolTitle: Authorized RepresentativeDate: _____

ACKNOWLEDGED — ACORN CAPITAL HOLDINGS LLC

By: _____Name: Duane F. GuilfordTitle: Authorized RepresentativeDate: _____
