

**BID PROCEDURES
FOR PURCHASE OF ALL INTELLECTUAL PROPERTY ASSETS
REMAINING FROM OPERATIONS OF:
MORNINGSIDE RECOVERY, LLC**

ABC Services Group, Inc., a Delaware Corporation ("ABC Services," "Assignee," or "Seller"), solely in its capacity as the Assignee for the Benefit of Creditors of Morningside Recovery, LLC, a California Limited Liability company (the "Company"), pursuant to the General Assignments For The Benefit of Creditors in favor of ABC SERVICES executed on September 21, 2018, will sell to the Qualified Bidder or Bidders making the highest and/or best offer to purchase all of the Assignee's right, title and interest in the Intellectual Property ("IP") remaining from the operation of the Company pursuant to the bid procedures and terms set forth herein (the "Bid Procedures"). **Bidders must submit written copies of their bid to Seller by no later than 5:00 PM Pacific Standard Time ("PST") on Friday, January 25, 2019, addressed to: ABC Services Group, Inc., c/o Broker & Associates, Attn: Jeffrey Broker, 18111 Von Karman Ave., Suite 460, Irvine, CA 92612. Also send an electronic copy to chuck@abcservices.group.**

EXHIBITS

- Exhibit A** – Sample Bid Sheet
- Exhibit B** – **Acquired Assets Offered for Sale**
- Exhibit C** – Excluded Assets List
- Exhibit D** – Bill of Sale
- Exhibit E** – Assignment of Intellectual Property
- Exhibit F** – Wire Transfer Instructions

1. **Acquired Assets.** The Assets for sale, listed on **Exhibit B** as ("Acquired Assets"), are being offered for sale in a single bulk lot and include all intellectual property.
2. **Excluded Assets.** Assets **excluded** from the sale ("Excluded Assets") are all Assets of the Company **not** listed on Exhibit B, including but not limited to cash, accounts receivable, cash equivalents, deposits, tax refunds, leased equipment, and any personal property that belongs to third parties. Excluded Assets are listed on **Exhibit C** hereto. Any assets not specifically identified by Seller as Acquired Assets shall be deemed Excluded Assets.
3. **Terms & Conditions of Sale.** In addition to the foregoing, the sale will be conducted on the terms and conditions set forth herein. Any bidder that submits a bid and executed copy of the Bid Procedures agrees to the terms and conditions of the Bid Procedures. *The terms and conditions of the Bid Procedures are non-waivable conditions of every bid and the sale.*
4. **Due-Diligence.** Bidders may conduct due diligence up to 12:00 p.m. PST on January 25, 2019. All Bidders conduct due diligence at their own expense. ABC SERVICES will make a virtual data room (the "Digital Data Room") available to all potential bidders. Information located in the Digital Data Room is provided for informational purposes only. To gain access to the Digital Data Room, please click on the link: <https://www.morningsiderecovery.com/morningside-recovery-intellectual-property-transfer/> or contact Charles Klaus at chuck@abcservices.group or at 949-922-1211.

ABC SERVICES has not conducted or engaged anyone to provide a compilation, review, or audit of the books and records of the Company, and makes no representation or warranty whatsoever as to the accuracy of any information provided.

5. **The Bid Deadline: Friday, January 25, 2019 at 5:00 P.M (PST).**
A QUALIFIED BIDDER (AS DEFINED BELOW) THAT DESIRES TO MAKE A BID SHALL DELIVER WRITTEN COPIES OF ITS BID, TOGETHER WITH THE EARNEST MONEY DEPOSIT, TO SELLER, THROUGH ITS COUNSEL, NOT LATER THAN 5:00 P.M. (PST) ON JANUARY 25, 2019 (THE "BID DEADLINE") AT ABC SERVICES GROUP, INC., c/o Broker & Associates, Attn: Jeffrey Broker, 18111 Von Karman Ave., Suite 460, Irvine, CA 92612.
6. **Payment.** The purchase price must be paid in immediately available funds by cashier's check, cash, or wire transfer to ABC SERVICES GROUP, Inc., Assignee of Morningside Recovery, LLC.
7. **Sales Tax.** In addition to its purchase price, the Buyer shall pay to the Assignee at the time the sale is closed all applicable sales taxes calculated from the value allocated to taxable items.
8. **Earnest Money Deposit.** To be a Qualified Bidder (as defined below) and participate in the sale of any Acquired Assets, the Bidder must have delivered, and ABC SERVICES through counsel, must have received an earnest money deposit representing the **greater of:** \$30,000 or 25% of the bid amount ("the Earnest Money Deposit"), by no later than the Bid Deadline. The Earnest Money Deposit shall be paid in immediately available funds by either cashier's check, cash, or wire transfer to Morningside Recovery, LLC, c/o Broker & Associates **Attn: Jeffrey Broker, 18111 Von Karman Ave., Suite 460, Irvine, CA 92612. Wire transfer instructions are attached as Exhibit F. Please send copy of Bid, Signed Bid Procedures & Evidence of Wire Transfer to chuck@abcservices.group.**
9. **Qualified Bidder.** A "Qualified Bidder" shall be any party who delivers to Seller all the following by no later than the Bid Deadline:
 - 9.1 A written bid that substantially conforms to the form Bid Sheet attached hereto as **Exhibit A.** The bid must offer a **minimum purchase price** of:
 \$100,000 (One Hundred Thousand Dollars). The form Bid Sheet is attached here to as Exhibit A.
 - 9.2 An executed copy of the Bid Procedures.
 - 9.3 Proof of funds evidencing the ability to consummate the applicable transaction.
 - 9.4 The Earnest Money Deposit.
10. **Qualified Bid.** A bid received from a Qualified Bidder that meets the requirements of Section 9 hereinabove and is not rejected pursuant to Section 9 hereinabove, as determined in Seller's sole and exclusive discretion, is a "Qualified Bid". A Qualified Bid shall be valued based upon factors including, but not limited to: (i) the amount of the Qualified Bid; (ii) the amount of the Company's liabilities to be assumed, if any; (iii) any proposed Royalty Income Stream; and (iv) the net value provided to Seller. The correct value to be ascribed to a Qualified Bid shall be made in the sole and exclusive discretion of the Seller using its best business judgment.

The Seller will reject any Bid that contains any of the following:

- a. Conditional provisions related to obtaining financing or the outcome of unperformed due diligence by the bidder with respect to the Assets sought to be acquired.
- b. A requirement for any breakup fee, termination fee, brokerage commission, expense reimbursement or similar type of payment.
- c. Conditions prohibiting disclosure of bid terms to other Qualified Bidders.

11. Determination and Notification of Highest/Best Qualified Bid. Twenty four (24) hours or less after expiration of the Bid Deadline, the Seller and its counsel shall: (a) review each bid on the basis of several factors, including, but not limited to: (i) the financial and contractual terms of the bid, including any contingencies; (ii) factors relevant to the sale process and length of time to close the sale; and (iii) factors affecting the speed and certainty of consummating the sale, (iii) identify the highest and/or best offer for the Acquired Assets (the "Highest/Best Qualified Bid") and (iv) **all bids are subject to approval by Sun West Bank, the senior secured lender.**

Within twenty four hours (24) or less after the expiration of the Bid Deadline, the Seller will provide notice to all Qualified Bidders, via email or facsimile delivery, of the material terms of Highest/Best Qualified Bid or Bids. Notwithstanding anything elsewhere provided, Seller reserves the right, at its sole and exclusive discretion, to invite Qualified Bidders to participate in a Final Bidding Round, as described below.

12. Potential Final Bidding Round Sale Date Tuesday, January 29, 2019 at 1:30 PM (PST).

If competing Qualified Bids are timely received, ABC SERVICES, in its sole and exclusive discretion, may proceed to a second round of bidding through a live, in person auction (the "Final Bidding Round"). If ABC SERVICES chooses to proceed with a Final Bidding Round, ABC SERVICES will, within 24 hours of the Bid Deadline or sooner, notify all Qualified Bidders for the subject LOT of the Highest/Best Qualified Bid received and that a public auction sale will be conducted on Tuesday, January 29, 2019 at 1:30 P.M. (PST) at the law offices of **Broker & Associates Attn: Jeffrey Broker, 18111 Von Karman Ave., Suite 460, Irvine, CA. 92612.**

13. Sale Procedure. At the Final Bidding Round, all Qualified Bidders will be permitted to increase their bids **in increments of cash only**. ABC SERVICES may circulate Supplemental Bid Procedures depending on the Bid's received.

The bidding shall start at the Highest/Best Qualified Bid amount for the Acquired Asset as determined by Seller in its sole and exclusive discretion, and continue in increments **as determined by Seller** at the start of the Final Bidding Round, in its sole and exclusive discretion.

Seller reserves the right, in its sole and exclusive discretion, to; (a) rearrange the order in which the Acquired Assets are offered; (b) remove or add Assets to the sale(s); (c) reject any and all bids; (d) determine the bidding increments; (e) waive any formalities or irregularities in any bid; (f) negotiate, re-offer, not sell any Asset; (g) reopen bids; and (h) settle disputes between bidders and resolve all other sale matters. The Assignee may, at its sole and exclusive discretion, cancel or continue the Final Bidding Round at any time. Seller's decision regarding

cancelling and/or continuing the sale or resolving any disputes is final, and such decision is in ABC SERVICES's sole and exclusive discretion.

- 14. Limitations of Seller's Liability.** ABC SERVICES assumes no responsibility for errors in Asset listings. All sales shall be final, absolute and without recourse. In no event shall ABC SERVICES be or become liable for any defects in title for any cause whatsoever, and no claim, demand, or suit of any nature shall exist in favor of the purchaser, its heirs, successors, or assigns, against the Assignee arising from this sale. Quieting right or title, if necessary, is solely the responsibility of the successful bidder after closing.
- 15. Disputes.** In the event of any dispute arising out of or in connection with the Bid Procedures, the sale or the solicitation and determination of the Highest/Best Qualified Bid, a Qualified Bidder's sole remedy shall be the mutual release of Seller's and Qualified Bidder's obligations under the Bid Procedures and a return of the Qualified Bidder's Earnest Money Deposit (plus any increase thereof by the Qualified Bidder). No Qualified Bidder shall be entitled to collect from Assignee any type of damages or make any claim for specific performance. Each Qualified Bidder, for itself and on behalf of its representatives, successors and assigns, agrees that it shall not threaten, bring, commence, or prosecute against the Assignee or Assignor, their respective employees, officers, representatives, agents, and professionals, any action, lawsuit, claim, or proceeding in any forum to the extent based on or arising out of the sale process and procedure, the Final Bidding Round, or the solicitation and determination of the Highest/Best Qualified Bid. In the event any Qualified Bidder breaches this agreement, ABC SERVICES is authorized to retain the Earnest Money Deposit as liquidated damages including any legal and other professional fee Seller incurs as a result of any dispute other than the return of Qualified Bidder's Earnest Money Deposit. By accepting the return of the Earnest Money Deposit, Qualified Bidder fully and irrevocably releases Assignee, its professionals, representatives, successors and assigns, from any and all costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from or related to the Bid Procedures, the sale or the solicitation and determination of the Highest/Best Qualified Bid.
- 16. Title.** Assignee sells, assigns, transfers and conveys the Acquired Assets to Buyer "as is," "where is," without any recourse, without any warranty or representation of any nature whatsoever, other than Assignee will provide a representation and warranty that, to the best of its knowledge, there are no outstanding liens or encumbrances on the Acquired Assets, other than what is disclosed in the Asset Purchase Agreement. THE PROSPECTIVE BIDDERS ACCEPT AND ASSUME THE RISK OF PURCHASING THE ACQUIRED ASSETS AS-IS, WHERE-IS, WITH ALL FAULTS, AND FURTHER ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, THE ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES, BUT INSTEAD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING THE CONDITION OF THE ASSETS AND ANY PORTIONS THEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 17. Closing.** Each Qualified Bidder whose bid is determined by the Seller as the Highest/Best Qualified Bid and to whom the Acquired Assets will be sold by Seller (hereafter, the "Successful Bidder" or the "Buyer") must provide an executed Bill of Sale substantially in the form attached hereto as **Exhibit D** and payment of the purchase price (plus applicable sales tax) in full by cashier's check, cash, or wire transfer no later than **the close of business on Friday**, January 31, 2019 (PST) or, in the event a Final Bidding Round occurs, three (3) business days after the

Final Bidding Round. If a Bidder is declared the Successful Bidder for the purchase of any Acquired Assets, said Buyer's Earnest Money Deposit with respect to that successful bid will be retained by ABC SERVICES and applied to the purchase price. If a Bidder is not the successful bidder, said Bidder's Earnest Money Deposit will be returned to the Bidder by wire transfer or by check within seven (3) business days after the later of the Bid Deadline or the date of the Final Bidding Round, if any. ABC SERVICES will collect information regarding the second highest/best bidder or other unsuccessful back-up bidder. The collection of such information does not create any option or any other rights of any kind for such bidders.

- 18. Closing Deadlines.** All closings must occur no later than Friday, January 31, 2019 at 5:00 p.m. (PST) or, in the event a Final Bidding Round occurs, the sooner of Friday, January 31, 2019 (PST) or three (3) business days after the Final Bidding Round. At the closing, Seller shall execute a Bill of Sale substantially in the form attached hereto as **Exhibit D**. The failure to meet this closing deadline will result in cancellation of the contract, forfeiture of Buyer's Earnest Money Deposit and retention of the Earnest Money Deposit as liquidated damages by ABC SERVICES. If closing is delayed for any reason beyond the control of the Buyer or Seller, ABC SERVICES reserves the right, in sole and exclusive discretion, to extend the date of the closing for a reasonable period of time. Extensions will be made on a case-by-case basis.
- 19. Closing Costs.** All sales must be coordinated with ABC SERVICES and all expenses to remove Acquired Assets will be paid by the Buyer. The Buyer will assume any outstanding taxes, encumbrances, and other charges. Sales taxes, as may be applicable, are the responsibility of the Buyer and must be paid at the closing of the sale.
- 20. Permits or Licenses.** THE ASSETS DO NOT INCLUDE GOVERNMENT PERMITS OR LICENSES OF ANY KIND. IT IS THE RESPONSIBILITY OF THE BUYER TO OBTAIN ANY NECESSARY GOVERNMENT PERMITS OR LICENSES.
- 21. No Warranty.** THE ACQUIRED ASSETS WILL BE SOLD "AS IS", "WHERE IS", WITHOUT WARRANTY, WITHOUT RECOURSE OF ANY KIND OR NATURE AND "WITH ALL FAULTS". PROSPECTIVE BIDDERS ACCEPT AND ASSUME THE RISK OF PURCHASING THE ACQUIRED ASSETS ON AN "AS-IS", "WHERE-IS" BASIS WITH ALL FAULTS, AND FURTHER ACKNOWLEDGE AND AGREE THAT THE ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES, BUT INSTEAD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES CONCERNING THE CONDITION, QUANTITY, OR LOCATION OF THE ASSETS AND ANY PORTIONS THEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN ASSETS OFFERED FOR SALE MAY INCLUDE CONTRACTS WITH THIRD PARTIES, FOR WHICH ASSIGNEE PROVIDES NO REPRESENTATION OR WARRANTY THAT SUCH THIRD PARTIES WILL CONSENT TO THE ASSIGNMENT AND/OR TRANSFER OF ANY CONTRACTS WITH SUCH THIRD PARTIES TO ANY PROSPECTIVE BIDDER.
- 22. Quit Claim Only.** ALL ACQUIRED ASSETS WILL BE CONVEYED BY "QUIT CLAIM." Thus, the Assignee is only surrendering and selling such right, title, or interest as the Company may have the right to convey, if any, in such Acquired Assets, subject to any and all claims or controversies of any kind by any parties, if any, known or unknown.
- 23. Financing.** Buyers are responsible for obtaining their own financing. The Assignee will not provide direct financing in the purchase of any Acquired Assets in the sale. FAILURE TO

CLOSE DUE TO THE INABILITY OF THE BUYER TO OBTAIN FINANCING WILL RESULT IN ASSIGNEE RETAINING BUYER'S EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES.

AGREED AND ACCEPTED:

“Bidder”

Company/Individual Name:

By: _____

Its:

Ph Number: _____ email address: _____

Seller: ABC Services Group, Inc., assignee of Morningside Recovery, LLC

By: _____

Charles Klaus

Its: President

Ph. No. 949-922-1211 \ email: chuck@abcservices.group

Exhibit A

Sample Bid Sheet

LOT No. 1 – ALL Intellectual Property of Morningside Recovery, LLC

EXHIBIT A - BID SHEET

Bid Amount	Lot	Group	General Description and Lot Contents
\$	LOT #1	Intellectual Property	All Intellectual Property of Morningside Recovery, LLC, including but not limited to items listed on Exhibit B.

Exhibit B to Bid Procedures

Acquired Assets Offered for Sale

Lot #1

ALL of the Assignee's right, title and interest in the Intellectual Property ("IP") remaining from the operation of the Morningside Recovery, LLC. Assets includes, **all Intellectual Property listed below, but not limited to:**

Logo

Trademark/DBA Naming Rights to Brand

Primary Website: www.morningsiderecovery.com

Secondary Website: www.morningsiderecoverydetoxcenter.com

Upon setup of a CallTrackingMetrics.com account, Transfer of all phone #'s affiliated with website and related campaigns if phone number are available.

Owned Domains

- 10000bedsgala.com
- 10000bedsgala.org
- adventure-therapy.best
- atheist.rehab
- bring-your-pet.rehab
- christian-addiction-recovery.rehab
- christian-addiction.help
- come-to-california.rehab
- cometocalifornia.rehab
- DISCOVERYHOUSES.COM
- DISCOVERYHOUSES.INFO
- DISCOVERYHOUSES.ORG
- first-responder-addiction.help
- first-responder.help
- first-responder.rehab
- firstresponder.help
- GAYFRIENDLYTREATMENT.COM
- HASINAIRANCH.COM
- heroin.support
- herointreatmen.best
- lgbt-addiction.help
- lgbt-inclusive.rehab
- lgbtq.rehab
- MORNINGSIDEACADEMICINSTITUTE.COM
- MORNINGSIDERECOVERY.COM
- MORNINGSIDERECOVERY.MOBI
- MORNINGSIDERECOVERY.NET
- MORNINGSIDERECOVERY.ORG
- morningsiderecoverydetoxcenter.com
- MORNINGSIDERECOVERYORANGECOUNTY.COM
- MSR-OUTDATED-BROWSER.INFO
- msr.digital
- non-12-step.rehab
- opioid-addiction.help
- opioid.support
- PETFRIENDLYTREATMENT.COM
- SOUTHCOASTRECOVERY.COM
- SOUTHCOASTRECOVERY.NET

- SOUTHCOASTRECOVERY.ORG
- understanding-alcoholism.support

ALL RELATED PHONE NUMBERS FOR PORTING

- (855) 283-3118 US
- (855) 284-9785 US
- (855) 281-9417 US
- (855) 298-8989 US
- (855) 285-7048 US
- (855) 558-8457 US
- (855) 298-9707 US
- (855) 334-2646 US
- (855) 262-8752 US
- (855) 297-5532 US
- (949) 301-8154 US
- (855) 619-3646 US
- All the URLs listed on the www.morningsiderecovery.com/morningside-recovery-intellectual-property-transfer/ page;
- All the related phone numbers for porting, also found on the www.morningsiderecovery.com/morningside-recovery-intellectual-property-transfer/ page;
- All the social media assets listed at the top of the www.morningsiderecovery.com/morningside-recovery-intellectual-property-transfer/ page. We believe them to be:
 - <https://www.facebook.com/morningsiderecovery/>
 - <https://www.instagram.com/morningsiderecovery/>
 - <https://twitter.com/morningside>
 - <https://www.linkedin.com/company/morningside-recovery/>
 - <https://www.youtube.com/channel/UCyPO7rembL-LmhHR8xtej5w>
 - <https://www.pinterest.com/morningsiderec/>
- Media Kits / Creative Archives. Any Branded Images, Videos, or creative assets in cloud or virtual storage. (ie: dropbox, google drive, etc., WebForm & Call History Databases, Website form submissions, Call Tracking Metrics Account (call history – if possible);
- Any & All Google accounts and other accounts associated with website: Google Analytics, Google Search Console, Google My Business, Zapier, Premium Plugins, Licenses, etc.
- Any Advertising / Media Buying Accounts: Google Ad Words, Bing Ads, Facebook Ads, any/all other;
- The CTM data tracked by Dreamscape during its creation and management of, the CTM data;
- Other CTM data that may be retained by Morningside Recovery, LLC or within its user account at CTM.

End

Exhibit C

EXCLUDED ASSETS

The Parties expressly understand and agree that Seller is not hereunder selling, assigning, transferring or conveying to Buyer anything that is not specifically listed on Exhibit B, including but not limited to the following properties, rights, contracts, interests, claims and other assets (collectively, "Excluded Assets"):

- 2.1.0** Corporate minute books, stock record books and corporate certificates of authority of Seller and/or Assignor;
- 2.1.1** All cash, deposits, cash equivalents, depository accounts, bank balances, and marketable securities and other liquid assets, including any tax refunds;
- 2.1.2** Accounts receivable, notes receivable, receivables of any kind, rights of offset, pre-paid expenses, employee advances, deposits, advances, insurance refunds, tax refunds of any kind that may be due and/or may be applied for, or any other rights to payment of any kind, including, without limitation, any rights to payment of Assignor (or of Seller as assignee for the benefit of Assignor's creditors) under this Agreement or under any related agreement;
- 2.1.3** All claims and causes of action of Seller or Assignor, including any claim or cause of action of Seller to avoid and recover preferential and/or fraudulent transfers and any lien avoidance actions and avoidance claims and causes of action under sections 544, 5418, 548 and 553 of the Bankruptcy Code or under any other applicable state or federal laws, or the proceeds of any of the foregoing;
- 2.1.4** Any third party owned items, leased property, consignment goods, software subject to licensing agreements, and any leases, licenses, or contracts that are not assignable without prior consent_;
- 2.1.5** Any equipment that belongs to third parties, government owned equipment, postage equipment, rental equipment, leased equipment, personal property of employees, software subject to licensing agreements, or software or licensing agreements that require the consent of a third party to transfer/sell_;
- 2.1.6** The capital stock of Assignor,
- 2.1.7** All prepaid charges, deposits, sums and fees and all rights to refunds pertaining to the Assignor's Business, including, without limitation, any prepaid insurance premiums and landlord deposits_;
- 2.1.8** All known and unknown, liquidated or unliquidated, contingent or fixed, claims, rights or causes of action which Seller or Assignor may have against any third party, including, without limitation, any insurance claims and the proceeds thereof; and
- 2.1.9** All federal, state, or local governmental or regulatory permits, licenses, consents, authorizations, grants, approvals and franchises held by Seller in connection with the operation of the Assignor's Business or the ownership of the Acquired Assets_;

Exhibit D

Bill of Sale

THIS BILL OF SALE is made as of January _____, 2019 by ABC Services Group, Inc., a Delaware corporation (“Seller”), in its capacity as the assignee under a general assignment for the benefit of the creditors of Morningside Recovery, LLC, a California Limited Liability company, to _____ (“Buyer”).

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of January, _____, 2019 (the “Agreement”), pursuant to which Seller has agreed to sell, transfer and assign to the Buyer and the Buyer has agreed to purchase, acquire and assume from Seller certain assets of Seller pertaining to the Business as defined in the Agreement (the “Acquired Assets”) on the terms and conditions set forth in the Agreement.

B. In accordance with and subject to the terms of the Agreement, Seller is executing and delivering this Bill of Sale to the Buyer for the purpose of transferring to the Buyer, its successors and assigns all of the Acquired Assets. The Acquired Assets are only those items specifically set forth in the Agreement and do not include, among other things, the Excluded Assets. The transfer of the Acquired Assets described below is made subject to the terms and provisions of the Agreement.

C. Nothing contained in this Bill of Sale shall constitute a representation, warranty, covenant, written information, data, report or statement by Seller or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Acquired Assets. By accepting this Bill of Sale, Buyer confirms that it is not relying on any representation of Seller or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Acquired Assets and that it is purchasing the Acquired Assets on an “AS IS, WHERE IS” basis with no representations or warranties, either express or implied, of any type or kind whatsoever, express or implied, based solely upon Buyer’s own examination and evaluation of the Acquired Assets.

D. This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

E. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, receipt and adequacy of which is hereby acknowledged, the Seller hereby grants, sells, conveys, transfers, assigns, releases and delivers to, and vests in the Buyer all of Seller's rights, title and interest in and to the Acquired Assets.

The Seller covenants and agrees, upon request, to execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents, and instruments of transfer, reasonably requested by the Buyer and to take any other action consistent with the terms of the Agreement that may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, any of the Acquired Assets to be conveyed and transferred by the Agreement.

This Bill of Sale shall be governed by the laws of the State of California without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, this Bill of Sale has been executed by the Seller, as of the day and year first above written.

Dated: January_____, 2019

ABC Services Group, Inc. a Delaware corporation, solely in its capacity as the assignee for the benefit of the creditors of Morningside Recovery, LLC,

By: _____
Charles Klaus

Its: President

Exhibit E

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is made as of this ____ day of January ____, 2019 by and between ABC Services Group, Inc., a Delaware corporation as the Assignee under a general assignment for the benefit of creditors of Morningside Recovery, LLC, a Delaware corporation (“Seller”) for the benefit of _____ (“Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of January __, 2019 (the “Agreement”). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

WHEREAS, Seller desires to sell, assign, transfer, convey and deliver to Buyer all right, title and interest in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. **Assignment.** On and subject to the terms and conditions of this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all right, title and interest in, to and under the Intellectual Property, including, without limitation, the Intellectual Property set forth in Exhibit B of the Agreement, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Intellectual Property is or may be licensed, granted or reissued as entirely as the same would have been held and enjoyed by Seller had this sale, assignment, transfer, conveyance and delivery not been made (excluding any actions by Buyer following such sale, assignment, transfer, conveyance and delivery); together with all claims for damages by reason of past infringements of the Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller acknowledges that it shall have no further rights to the Intellectual Property, including, without limitation, any licenses to the Intellectual Property, and that any further modification, improvement or invention by Buyer based on or in connection with the Intellectual Property will be solely owned by Buyer.

2. **Power of Attorney.** Seller hereby constitutes and appoints Buyer as Seller’s true and lawful attorney in fact, with full power of substitution in Seller’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. **Further Assurances.** At any time and from time to time after the date hereof, at Buyer's reasonable request and without further consideration therefor, Seller agrees that it will execute and deliver to Buyer such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto.

4. **Conflict with Agreement.** Buyer and Seller hereby acknowledge and agree that the provisions of this Assignment shall not limit nor enlarge the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

5. **Amendments; Waiver.** This Assignment may not be amended, modified or supplemented except (a) by an instrument in writing signed by, or on behalf of, the parties hereto or (b) by a waiver. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

6. **Headings; Interpretation.** The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

7. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. **Assignment.** This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE

TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

10. **Counterparts.** This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

By: _____

Its:

ABC Services Group, Inc. a Delaware corporation, solely in its capacity as the Assignee for the benefit of the creditors of Morningside Recovery, LLC,

By: _____
Charles Klaus

Its: President

Exhibit F

Wire transfer instructions

ABC SERVICES GROUP, INC.
13681 Newport Ave., Suite 8-609
Tustin, CA 92781-9990
(949) 922-1211
WIRE TRANSFER INSTRUCTIONS
EAST WEST BANK
INCOMING WIRES

Please wire funds to:

Morningside Recovery AR

Bank: East West Bank
135 N. Los Robles Ave., Suite 600
Pasadena, CA 91101

Routing No: 322070381

Account No: 5400008408

Phone: 626-768-6161

Contact: Sharon Jones

Please email confirmation once completed.
chuck@abcservices.group