IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
DERMTECH, INC., *et al.*,[1]	Case No. 24-11378 (JTD)
Debtors.	(Jointly Administered)
	Ref. Docket Nos. 33, 92 & 142

ORDER (A) AUTHORIZING AND APPROVING THE DEBTORS' ENTRY INTO THE PURCHASE AGREEMENT, (B) AUTHORIZING THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, ENCUMBRANCES, AND INTERESTS, AND (C) GRANTING RELATED RELIEF

Upon the motion, dated June 21, 2024 [Docket No. 33] (the "Motion"), of DermTech, Inc. and DermTech Operations, Inc. (each, a "Debtor" and collectively, the "Debtors"), as debtors and debtors in possession in the above-captioned cases (the "Chapter 11 Cases"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code, as amended (the "Bankruptcy Code"), rules 2002, 6003, 6004, 6006, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), seeking entry of, among other things, (i) an order (the "Bidding Procedures Order")[2] (a) approving the bidding procedures (the "Bidding Procedures") in connection with the sale or disposition (the "Sale") of all or substantially all of the Debtors' assets (including the Transferred Assets), (b) authorizing the Debtors to enter into the Purchase Agreement (as defined below),

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors' service address is 12340 El Camino Real, San Diego, California 92130.

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Purchase Agreement (as defined below), as applicable.

(c) scheduling an auction (the "Auction") and approving the form and manner of notice thereof, (d) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (e) scheduling a sale hearing (the "Sale Hearing") to approve the Sale and approving the form and manner of notice thereof; and (ii) an order (a) approving the Sale pursuant to the Purchase Agreement free and clear of all Claims, Interests and Encumbrances (each as defined below) in accordance with the terms of the Purchase Agreement, and (b) granting certain related relief; and the Debtors having selected as the winning bid that certain Asset Purchase Agreement by and among the Debtors and DERM-JES Holdings, LLC (the "Buyer"), dated as of August 20, 2024 (as may be amended or modified from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement"), attached hereto as **Exhibit 1**, contemplating the sale of the Transferred Assets to the Buyer free and clear of any Claims, Interests, or Encumbrances (the "Sale Transaction"); and the Court having entered the Bidding Procedures Order on July 15, 2024 [Docket No. 92]; and the Auction having been held on August 13-14, 2024, in accordance with the Bidding Procedures, as modified; and the Debtors having selected the Buyer as the Successful Bidder; and the Sale Hearing having been held on August 15, 2024; and the Court having reviewed and considered the relief sought in the Motion, the Purchase Agreement, all objections to the Motion, and the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of the Chapter 11 Cases and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates,

their creditors, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, the First Day Declaration, the *Declaration of Ann M. Miller in Support of the Motion* [Docket No. 34] (the "Miller Bidding Procedures Declaration"), the *Declaration of Bret Christensen In Support of Entry of Order (A) Authorizing and Approving the Debtors' Entry into the Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances, and (C) Granting Related Relief* (the "Christensen Sale Declaration") [Docket No. 189], and the *Declaration of Ann M. Miller in Support of Entry of Order (A) Authorizing and Approving the Debtors' Entry into the Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances, and (C) Granting Related Relief* (the "Miller Sale Declaration") [Docket No. 190], and at the Sale Hearing establish just cause for the relief granted herein; and in light of the additional reasons set forth on the record of the Sale Hearing; and after due deliberation thereon,

THE COURT HEREBY FINDS THAT:[3]

Jurisdiction and Venue

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases and proceedings is proper in this District and the Court under 28 U.S.C. §§ 1408 and 1409.

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Statutory Predicates

B. The statutory predicates for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code. Such relief is also warranted pursuant to Bankruptcy Rules 2002, 6003, 6004, 6006, and 9006 and Local Rules 2002-1 and 6004-1.

Final Order

C. The Court intends that this Order be a final and appealable order within the meaning of 28 U.S.C. § 158(a).

Notice of the Auction, Purchase Agreement, Sale Transaction, Sale Hearing, and Bidding Procedures Order

D. On June 18, 2024 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

E. On July 1, 2024, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") in the Chapter 11 Cases. *See* Docket No. 55.

F. The Debtors gave due and proper notice of the proposed Sale, Auction, and Sale Hearing by filing a notice of the same on the docket of these chapter 11 cases on July 16, 2024 [Docket No. 103] (the "Sale Notice") and by publishing the same in the national edition *USA Today* on July 22, 2024 (the "Publication Notice") [Docket No. 120]. The Sale Notice and the Publication Notice constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Sale Notice and the Publication Notice, a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities,

including, without limitation, (i) the U.S. Trustee, (ii) counterparties to executory contracts, (iii) all parties who have expressed a written interest in the Debtors' assets, (iv) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted claims, liens, encumbrances, or interests in the Purchased Assets, (v) the Internal Revenue Service, (vi) the Debtors' other creditors, and (vii) all parties that have requested notice pursuant to Bankruptcy Rule 2002. *See* Docket Nos. 117, 120, 135, 145, & 177.

G. As evidenced by the affidavits of service and publication [Docket Nos. 44, 117, 120, 145, 177, 180, & 187] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Purchase Agreement, this Order and the Sale Transaction has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 9006, 9007, and 9014, and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Purchase Agreement, this Order and the Sale Transaction, as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Purchase Agreement, this Order or the Sale Transaction is or shall be required.

H. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and provided in this Order was afforded to all parties in interest.

Compliance with the Bidding Procedures Order

I. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their professionals have adequately and

appropriately marketed the Transferred Assets in compliance with the Bidding Procedures and the Bidding Procedures Order, and in accordance with the Debtors' fiduciary duties. Based upon the record of these proceedings, creditors, other parties in interest, and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Transferred Assets.

J. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Transferred Assets. The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures. The Auction process set forth in the Bidding Procedures Order and the Bidding Procedures afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Debtors' assets.

K. The Buyer is the Successful Bidder, and the Purchase Agreement is the Successful Bid, for the Transferred Assets in accordance with the Bidding Procedures Order. The Buyer has complied in all respects with the Bidding Procedures Order and all other applicable orders of the Court in negotiating and entering into the Purchase Agreement, and the Sale Transaction and the Purchase Agreement likewise comply with the Bidding Procedures Order and all other applicable orders of the Court.

Business Judgment

L. The form of the Purchase Agreement, as well as the terms and conditions set forth therein, including the total consideration to be realized by the Debtors under the Purchase Agreement, (i) constitutes the highest and best offer received by the Debtors for the Transferred Assets; (ii) is fair, adequate, and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

M. The Purchase Agreement provides a greater recovery for the Debtors' estates than would be provided by any other available alternative.

N. The Debtors' determination that the consideration provided by the Buyer under the Purchase Agreement constitutes the highest or best offer for the Transferred Assets is reasonable and constitutes a valid and sound exercise of the Debtors' business judgment.

O. Consistent with their fiduciary duties, the Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Sale Transaction and the performance of their obligations under the Purchase Agreement, including, without limitation, the fact that (i) the consideration provided by the Buyer under the Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, including a separate liquidation of the Transferred Assets; and (ii) unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, creditor recoveries will be diminished.

Corporate Authority

P. Subject to entry of this Order, to the extent necessary or applicable, the Debtors (i) have full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (ii) have all of the necessary corporate power and authority to consummate the transactions contemplated by the Purchase Agreement, (iii) have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby, and (iv) need no consents or approvals, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the transactions contemplated thereby. The Sale Transaction has been duly and validly authorized by all necessary corporate action.

Good Faith

Q. The process engaged in by the Debtors and the Buyer, including, without limitation, the Auction, which was conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, and the negotiation of the Purchase Agreement, which was conducted at arm's length, was non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

R. The Debtors and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtors, and their management, board of directors, employees, agents, advisors, and representatives, and the Buyer and its employees, agents, advisors and representatives, participated in the bidding process and in the Auction, and acted in good faith and without collusion or fraud of any kind.

S. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision in respect of the Sale Transaction, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and each term of this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding. The Buyer has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia* (i) Buyer recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) Buyer agreed to subject its bid to competitive bidding; (iii) all payments to be made by Buyer and other agreements or arrangements entered into by Buyer in connection with the Sale Transaction have been disclosed; (iv) Buyer has not violated section 363(n) of the Bankruptcy Code by any of its action or inaction; (v) no common identity of directors or controlling stockholders exists between

Buyer and the Debtors; and (vi) the negotiation and execution of the Purchase Agreement was at arm's length and in good faith.

T. Neither the Debtors nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtors were free to deal with any other party interested in buying some or all of the Transferred Assets. The protections afforded by section 363(m) of the Bankruptcy Code are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without them.

U. No party has objected to the Sale Transaction, the Purchase Agreement or the Auction on grounds of fraud or collusion. The Debtors conducted a sale process in accordance with, and has otherwise complied fully in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Debtors' assets. The Auction was duly noticed in a non-collusive, fair, and good-faith manner, and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Purchased Assets.

V. The form and total consideration to be realized by the Debtors under the Purchase Agreement constitutes fair value, fair, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Transferred Assets.

W. The Buyer is an independent legal entity separate and distinct from the Debtors. Neither the Buyer nor any of its current affiliates, officers, directors, managers, shareholders, members or any of their respective successors or assigns is an "insider" of the Debtors, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exist between the Debtors and the Buyer. As of

the date of entry of this Order, neither the Buyer nor its past, present, and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, nor any of its nor their respective directors, managers, officers, employees, general partners, limited partners, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each, a "Buyer Party") is a mere continuation of the Debtors or their estates, and there is no continuity of enterprise between any Buyer Party and the Debtors. No Buyer Party is holding itself out to the public as a continuation of the Debtors. No Buyer Party is a successor to the Debtors or their estates, and the Sale Transaction is not a consolidation, merger, or *de facto* merger of Buyer and the Debtors under applicable nonbankruptcy law.

No Fraudulent Transfer

X. The consideration provided by the Buyer for the Transferred Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Transferred Assets, (iii) will provide a greater recovery for the Debtors' creditors and estates than would be provided by any other practical available alternative, and (iv) constitutes fair consideration and reasonably equivalent value (as defined in each of the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and under the laws of the United States, and any state, territory, possession, or the District of Columbia).

Y. The Purchase Agreement was not entered into, and neither the Debtors nor the Buyer has entered into the Purchase Agreement or proposes to consummate the Sale Transaction, for the purpose of (i) escaping liability for any of the Debtors' debts; or (ii) hindering, delaying or defrauding the Debtors' present or future creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under

the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Free and Clear

Z. The transfer of the Transferred Assets to the Buyer will be a legal, valid, and effective transfer of the Transferred Assets, and will vest the Buyer with all right, title, and interest of the Debtors to the Transferred Assets free and clear of all claims, liens (including, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights and Encumbrances, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations asserted by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed,

contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, including, without limitation, liens and liabilities, but excluding Assumed Liabilities, collectively being referred to in this Order as "Claims" and, as used in this Order, the term "Claims" includes, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof). The term "Encumbrances" shall mean any mortgage, lien, pledge, security interest, charge, easement, covenant, right of way, title defect, other survey defect, or dispute as to the ownership of a Transferred Asset.

AA. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may transfer the Transferred Assets free and clear of all liens, Claims, other interests of any kind or nature whatsoever ("Interests"), and Encumbrances, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

BB. Those holders of Claims, Interests, or Encumbrance who did not object or who withdrew their objections to the Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims, Interests, or Encumbrances who did object, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

CC. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code.

DD. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the transfer of the Transferred Assets were not free and clear of all Claims, Interests, and Encumbrances or if the Buyer would, or in the future could, be liable for or subject to any such Claims, Interests, or Encumbrances. The Buyer will not consummate the transactions contemplated by the Purchase Agreement unless the Court expressly orders that none of the Buyer, its respective affiliates, its respective present or contemplated members or shareholders, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims, Interests, or Encumbrances.

EE. Not transferring the Transferred Assets free and clear of all Claims, Interests, and Encumbrances would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Transferred Assets other than free and clear of all Claims, Interests, and Encumbrances would be of substantially less benefit to the Debtors' estates.

FF. Prior to the entry of this Order, neither the Buyer nor any of its affiliates were a mere continuation of the Debtors or their estates, and there was no continuity or common identity between the Buyer, the Debtors, or any of their respective affiliates, and there was no continuity of enterprise between the Buyer, the Debtors, or any of their respective affiliates. As of the date of entry of this Order and prior to its entry, neither the Buyer nor any of its affiliates are holding themselves out to the public as a continuation of the Debtors. Neither the Buyer nor any of its affiliates are a successor to the Debtors or their estates and none of the transactions contemplated by the Purchase Agreement amounts to a consolidation, merger, or *de facto* merger of the Buyer or any of its affiliates with or into the Debtors.

GG. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its affiliates, its and their respective present or contemplated members or shareholders, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims relating to any U.S. federal, state or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Purchase Agreement, or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Purchase Agreement.

Validity of Transfer

HH. The consummation of the transactions contemplated by the Purchase Agreement is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement.

II. The Transferred Assets constitute property of the Debtors' estates and good title to the Transferred Assets is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owners of the Transferred Assets, and no other person has any ownership right, title, or interest therein; *provided, however*, that notwithstanding anything to the contrary in either the Purchase Agreement or this Order, the Transferred Assets shall not include any property that constitutes property owned by Kilroy Realty, L.P. ("Kilroy"), the Debtors' landlord, under the terms of that certain Office Lease dated July 1, 2021 (as amended, the "Lease") or applicable non-bankruptcy law. Kilroy's ownership rights and interests as to any property located on the Premises (as such term is defined in the Lease) under the Lease and applicable non-bankruptcy law are hereby preserved and not modified or affected

by this Order or the Purchase Agreement. If a dispute arises, which the Buyer and Kilroy are unable to resolve without Court-intervention, all parties' rights are reserved and may be asserted following the entry of this Order and this Court will make a determination, as necessary, with respect to ownership as to property at issue.

JJ. The Purchase Agreement has been duly and validly executed and delivered by the Debtors and, subject to the terms of the Purchase Agreement, shall constitute a valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in the Chapter 11 Cases and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

Compelling Circumstances for an Immediate Sale

KK. To maximize the value of the Transferred Assets, it is essential that the transactions contemplated by the Purchase Agreement occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

LL. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction because, among other things, the Debtors' estates would suffer irreparable harm if the relief requested in the Motion is not granted on an expedited basis. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtors' creditors

nor impermissibly dictate the terms of a chapter 11 plan for the Debtors, and therefore, do not constitute a *sub rosa* plan.

MM. The legal and factual bases set forth in the Motion, the Miller Bidding Procedures Declaration filed in support thereof, the Miller Sale Declaration, the Christensen Sale Declaration, and as presented at the Sale Hearing establish just cause for the relief granted herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

3. The Purchase Agreement, the transactions contemplated thereby, and all the terms and conditions thereof, are approved. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, and the Court finds that the Purchase Agreement, including any ancillary documents thereto that have been filed with the Court, shall be authorized and approved in its entirety. The failure specifically to include any particular provision of the Purchase Agreement in this Order

shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Purchase Agreement be authorized and approved in its entirety herein.

4. The Debtors and their respective officers, employees and agents are authorized and directed to take any and all actions necessary, appropriate or reasonably requested by the Buyer to perform, consummate, implement and close the Sale Transaction, including, without limitation, (a) the sale to the Buyer of all Transferred Assets in accordance with the terms and conditions set forth in the Purchase Agreement and this Order; and (b) execution, acknowledgment and delivery of such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and any action for purposes of assigning, transferring, granting, conveying and confirming to the Buyer, or reducing to possession, the Transferred Assets, all without further order of the Court. The Debtors are further authorized to pay, without further order of the Court, whether before, at or after the Closing Date, any expenses or costs that are required to be paid by the Debtors under the Purchase Agreement, this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform their obligations under the Purchase Agreement.

5. All persons and entities, including, without limitation, the Debtors, the Debtors' estates, any and all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Transferred Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Transferred Assets, the operation or ownership of the Transferred Assets by the Debtors prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, and estopped from asserting or

pursuing such Claims against the Buyer, its affiliates, successors, assigns, its property, or the Transferred Assets, including, without limitation, taking any of the following actions with respect to any Claims: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Buyer, its affiliates, successors, assigns, assets (including the Transferred Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its affiliates, successors, assigns, assets (including the Transferred Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Buyer, its affiliates, any of their respective successors, assigns, assets (including the Transferred Assets), and/or properties; (d) asserting a Claim as a setoff or right of subrogation against any obligation due against the Buyer, its affiliates or any of their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtors' ability to transfer the Transferred Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. No such Person shall assert or pursue against the Buyer or its affiliates, successors or assigns any such Claim.

6. The sale of the Transferred Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Transferred Assets are located, and the sale of the Transferred Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United

States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Transfer of the Transferred Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets to the Buyer as soon as reasonably practicable after the Closing Date and such Transferred Assets shall be sold free and clear of all Claims, Interests, and Encumbrances, with all such Claims to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority and effect which they now have as against the Transferred Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

8. At Closing, all of the Debtors' right, title and interest in and to, and possession of, the Transferred Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims, Interests, and Encumbrances. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with good and marketable title to, the Transferred Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Transferred Assets are authorized and directed to surrender possession of the Transferred Assets to the Buyer on the Closing Date or at such time thereafter as Buyer may request. All persons are hereby forever barred from taking any action that would adversely affect or interfere with the Debtors' ability to sell and transfer the Purchased Assets to Buyer in accordance with the terms of the Purchase Agreement and this Order.

9. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other

intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Purchase Agreement.

10. Following the Closing, no holder of any Claim or Encumbrance shall interfere with the Buyer's title to or use and enjoyment of the Transferred Assets based on or related to any such Claim or Encumbrance or based on any action or omission of the Debtors, including any action or omission occurring in the Chapter 11 Cases.

11. The Debtors are authorized and directed to execute such documents as may be necessary to release any Claims, Interests, or Encumbrances of any kind against the Transferred Assets as such Claims, Interests, or Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, *lis pendens* or other documents or agreements evidencing Claims, Interests, or Encumbrances against or in the Transferred Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims, Interests, or Encumbrances that the person or entity has with respect to the Transferred Assets, (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Transferred Assets; (b) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims, Interests, or Encumbrances

against the Buyer and the applicable Transferred Assets; (c) the Debtors' creditors and the holders of any Claims, Interests, or Encumbrances are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims, Interests, or Encumbrances in the Transferred Assets; and (d) the Buyer may seek in the Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such Claims, Interests, or Encumbrances with respect to the Transferred Assets. This Order shall be binding upon and govern the acts of the Debtors, the Buyer, all creditors and other parties in interest and all other persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, clerks of courts, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of tile to any lease; and each of the foregoing persons is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. Each and every federal, state, and local government agency, or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. A certified copy of this Order may be: (a) filed with the appropriate clerk; (b) recorded with the recorder; and/or (c) filed or recorded with any other governmental agency to act to cancel any Claims, liens, Interests, and Encumbrances against the Purchased Assets, other than the Permitted Liens. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Transferred Assets free and clear of

Claims, Interests, and Encumbrances shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order.

12. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Transferred Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer with respect to the Transferred Assets as of the Closing Date. To the extent necessary to permit the Buyer to operate under any such Debtors' license, permit, registration and governmental authorization or approval in accordance with the previous sentence, the Debtors' licenses, permits, registration and governmental authorization will remain in effect and the Debtors will assist the Buyer (at the Buyer's sole cost and expense) while the Buyer works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

13. No governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license, copyright, patent, trademark, or similar grant or permission relating to the use or operation of the Transferred Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate section 525 of the Bankruptcy Code.

No Successor or Transferee Liability

14. Upon the occurrence of the Closing, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that

the Buyer (and any of its affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated by the Purchase Agreement, or the transfer of the Transferred Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtors (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors, including, in the case of each of (a)-(c), without limitation, (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements

under any such laws, rules or regulations), or (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

15. To the greatest extent under applicable law and without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its affiliates shall have any responsibility for (a) any liability or other obligation of the Debtors related to the Transferred Assets or (b) any Claims against the Debtors or any of their predecessors or affiliates. By virtue of the Buyer's purchase of the Transferred Assets, neither the Buyer nor any of its affiliates shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental (including, without limitation, CERCLA), successor or transferee liability, *de facto* merger or substantial continuity, labor and employment (including, without limitation, WARN) or products liability law, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtors' employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Transferred Assets prior to the Closing (collectively with the potential claims set forth in paragraph 14, "Successor or Transferee Liability"). Buyer would not have acquired the Transferred Assets but for the foregoing protections against Successor or Transferee Liability.

16. None of the Buyer or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by, the Debtors or any of their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Purchase Agreement and the entry into and consummation of the sale of the Transferred Assets, except as expressly provided in the Purchase Agreement and this Order.

17. Nothing in this Order or the Purchase Agreement shall require the Buyer or any of its affiliates to (a) continue or maintain in effect, or assume any liability in respect of any employee, former employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including, without limitation, pension plans) or the termination of any such plan, arrangement or agreement.

18. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtors that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

Good Faith; Arm's Length Sale

19. The Purchase Agreement has been negotiated and executed, and the transactions contemplated thereby are and have been undertaken, by the Debtors, the Buyer, and their respective representatives at arm's length, without collusion, and in "good faith," as that term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity

of the Sale Transaction or any term of the Purchase Agreement, and shall not permit the unwinding of the Sale Transaction. The Buyer is purchasing the Purchased Assets and has entered into the Purchase Agreement in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

20. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby to be avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by Buyer for the Transferred Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

Related Relief

21. The composite of the highest respective bids at the Auction for the three subsets of the Assets designated at the Auction is hereby declared the Next-Highest Bid, and the bidders whose individual bids collectively comprise such Next-Highest Bid are hereby declared (collectively) as the Next-Highest Bidder (each as defined in the Bidding Procedures) for the Assets, on the terms set forth in each individual bid comprising the Next-Highest Bid and at the highest proposed purchase prices, respectively, submitted by each individual bidder comprising the Next-Highest Bidder on the record of the Auction. The Next-Highest Bid is provisionally approved in the event the Buyer does not close on the Purchase Agreement. If the Buyer fails to close in accordance with the Purchase Agreement, the Debtors may seek a hearing on an expedited or emergency basis to request entry of an order or orders (as applicable) to approve the Next-Highest Bid and any related purchase agreements. All rights and remedies of each individual bidder comprising the Next-Highest Bidder, as well as all rights and remedies of the Debtors and their estates, in accordance with the terms of the Bidding Procedures Order are fully preserved.

22. Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

23. Except as expressly provided in the Purchase Agreement, nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset.

24. All entities that are, on the Closing Date, in possession of some or all of the Transferred Assets are hereby directed to surrender possession of the Transferred Assets to the Buyer on the Closing Date or such later date that such party and the Buyer mutually agree.

25. To the extent this Order is inconsistent with any prior order or pleading filed in the Chapter 11 Cases related to the Motion, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

26. This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtors, all interest holders of the Debtors, any Court-appointed committee, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance

with sections 105 and 349 of the Bankruptcy Code) that this Order and the rights granted to the Buyer hereunder shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest.

27. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction, including any and all disputes with any counterparty to any executory contract or unexpired lease of the Debtors and any party that has, or asserts, possession, control or other rights in respect of any of the Transferred Assets; *provided, however*, that, in the event the Court abstains from exercising or declines to exercise such jurisdiction with respect to the Purchase Agreement, the Bidding Procedures Order, or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. The Court retains jurisdiction to compel delivery of the Transferred Assets, to protect the Debtors and their assets, including the Transferred Assets, against any Claims and successor and transferee liability and to enter orders, as appropriate, pursuant to sections 105(a) or 363 of the Bankruptcy Code (or other applicable provisions) necessary to transfer the Transferred Assets to the Buyer. The Committee will have standing to be heard with respect to any dispute with respect to the Sale Transaction, including, without limitation, any dispute with respect to any matters referenced in this paragraph 27.

28. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, *provided*, *further*, that, the Debtors shall consult with the Committee prior to making any such modification, amendment, or supplement so that the Committee may determine whether any such modification, amendment, or supplement will have a material adverse effect on the Debtors' estates.

29. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, without limitation, Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtors and the Buyer may, in their respective sole discretion and without further delay, take any action and perform any act authorized under this Order.

30. No allocation of value or proceeds of the Purchase Price pursuant to the Purchase Agreement for tax or any other purpose shall govern the allocation of the proceeds of the Sale Transaction for purposes of determining the distribution of value in these Chapter 11 Cases.

31. Notwithstanding any provision in the Purchase Agreement or this Order to the contrary, nothing the Purchase Agreement or this Order shall be deemed to grant the Buyer any direct rights to access the Lease Premises unless Kilroy expressly approves such rights in writing,

which such approval shall not be unreasonably withheld, or the Buyer has any such rights under applicable non-bankruptcy law.

32. As required by the terms of Kilroy's Lease with respect to the Buyer's removal of any of the Transferred Assets from the Leased Premises, Kilroy shall receive appropriate certificates of insurance for any of the Buyer's vendors or contractors performing any work in the Lease Premises related to the removal of the Transferred Assets. All of Kilroy's rights, remedies, and claims against the Debtor and its estate with respect its Lease are hereby preserved and are not modified or impaired by the terms of this Order or by the Purchase Agreement.

33. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to give any notice permitted by the Purchase Agreement or to enforce any of its remedies under the Purchase Agreement or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence; *provided however*, that the Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

34. The provisions of this Order are non-severable and mutually dependent.

35. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement.

Dated: August 21st, 2024
Wilmington, Delaware

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

DERM – JES HOLDINGS, LLC,

as Purchaser,

and

DERMTECH, INC. and DERMTECH OPERATIONS, INC.

as Sellers

Dated as of August 20, 2024

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EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Escrow Agreement
Exhibit C	Form of IP Assignment
Exhibit D	Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***"), dated as of August 20, 2024 is entered into by and among DERM – JES Holdings, LLC, a Delaware limited liability company ("***Purchaser***"), DermTech, Inc., a Delaware corporation ("***DermTech***"), and DermTech Operations, Inc., a Delaware corporation ("***DermTech Operations***" and, together with DermTech, the "***Sellers***"). Purchaser and the Sellers are collectively referred to as the "***Parties***" and each individually as a "***Party***".

RECITALS

WHEREAS, the Sellers are engaged in the Business and collectively own all of the Transferred Assets;

WHEREAS, the Sellers commenced voluntary cases under Chapter 11 of the Bankruptcy Code (collectively, the "***Bankruptcy Cases***") by filing petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, the Sellers sought entry by the Bankruptcy Court of the Bid Procedures Order approving the Bid Procedures and the Bankruptcy Court approved the Bid Procedures Order;

WHEREAS, Purchaser will purchase, and the Sellers will sell, the Sellers' right, title and interest in and to the Transferred Assets and Purchaser will assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in this Agreement, pursuant to, among other provisions thereof, Section 363 of the Bankruptcy Code and in accordance with the Bid Procedures and subject to entry of the Sale Order by the Bankruptcy Court;

WHEREAS, concurrently with or prior to the execution and delivery of this Agreement the Sellers and Escrow Agent shall have entered into the Escrow Agreement pursuant to which Purchaser has deposited (or caused to be deposited) an aggregate amount equal to the Deposit Escrow Amount into an escrow account (the "***Deposit Escrow Account***") established and maintained by Escrow Agent pursuant to the Escrow Agreement; and

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

ARTICLE 1
DEFINED TERMS

1.1 ***Defined Terms***. The following terms shall have the following meanings in this Agreement:

"***Accounts Payable***" means any and all accounts, notes, trade, other payables and accrued expenses owed by the Sellers, or that may become payable, by the Sellers, with respect to products bought

or services rendered on or prior to the Closing Date, all in accordance with GAAP, consistently applied in accordance with past practices.

"***Accounts Receivable***" means any and all accounts, notes, trade and other receivables owed to the Sellers, all in accordance with GAAP, consistently applied in accordance with past practices, together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including vendor/supplier, employee and other receivables and all Actions pertaining to the collection of amounts that are payable, or that may become payable, to the Sellers with respect to products sold or services performed on or prior to the Closing Date, net of any applicable reserve for returns, discounts, doubtful accounts or other similar deductions reflected thereon. For the avoidance of doubt, Accounts Receivable shall include all of the receivables listed on Schedule 3.13(b), to the extent uncollected as of the Closing.

"***Action***" means any action, claim, investigation, proceeding, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator, including any cancellation, opposition, *inter parties review*, or similar proceeding.

"***Affiliate***" means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means (a) the beneficial ownership of more than fifty percent (50%) of the equity or voting securities of any other Person or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Agreement***" has the meaning set forth in the preamble.

"***Allocation Notice of Objection***" has the meaning set forth in Section 2.10(a).

"***Antitrust Laws***" has the meaning set forth in Section 6.5(b).

"***Assumed Liabilities***" has the meaning set forth in Section 2.3.

"***Attorney-Client Information***" has the meaning set forth in Section 10.17.

"***Auction***" has the meaning set forth in the Bid Procedures.

"***Avoidance Actions***" means any and all avoidance, right, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Sellers or their estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including actions or remedies under Chapter 5 of the Bankruptcy Code, including any proceeds thereof, and any analogous state law claims.

"***Balance Sheet Date***" has the meaning set forth in Section 3.13(a).

"***Bankruptcy Cases***" has the meaning set forth in the Recitals.

"***Bankruptcy Code***" means title 11 of the United States Code, 11 U.S.C. § 101 et seq.

"***Bankruptcy Court***" has the meaning set forth in the Recitals.

"***Base Amount***" equals $1,575,000.

"***Bid Deadline***" has the meaning set forth in the Bid Procedures Order.

"***Bid Procedures***" means those certain bidding procedures filed and approved by the Bankruptcy Court attached as Exhibit 1 to the Bid Procedures Order.

"***Bid Procedures Order***" means the Order by the Bankruptcy Court approving the Bid Procedures.

"***Bill of Sale and Assignment and Assumption Agreement***" means the bill of sale and assignment and assumption agreement in respect of the Transferred Assets and the Assumed Liabilities, dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the form attached hereto as Exhibit A.

"***Business***" means the business of the Sellers as of immediately prior to Closing, including the discovery, development, commercialization, and other exploitation of prescription molecular diagnostic and related services and the discovery, development and commercialization of novel non-invasive genomic laboratory-developed tests for the diagnosis, treatment (including patient and therapeutic selection) and monitoring of pigmented lesions for melanoma-related biomarkers.

"***Business Confidential Information***" means information in the Sellers' possession on or prior to the Closing Date that is confidential, proprietary or generally not available to the public and related to the operation of the Business, regardless of the form or format of the information (written, verbal, electronic or otherwise). "Business Confidential Information" will not include information that is or becomes generally available to the public through no breach by the Sellers of this Agreement.

"***Business Day***" means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in the State of California are authorized or required to be closed.

"***CARES Act***" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), together with all rules and regulations issued by any Governmental Entity with respect thereto.

"***Closing***" has the meaning set forth in Section Article 3.

"***Closing Date***" has the meaning set forth in Section 2.6.

"***Code***" means the Internal Revenue Code of 1986, or any successor law, and regulations issued by the IRS pursuant thereto.

"***Committee***" means the official committee of unsecured creditors of the Sellers appointed in the Bankruptcy Cases.

"***Competing Bid***" has the meaning set forth in Section 5.1.

"***Confidentiality Agreement***" means that certain Confidentiality Agreement, dated as of August 9, 2024 by and between DermTech and James E. Stowers III.

"***Consent***" means any consent, approval, authorization, waiver or license.

"***Continuing Contractor***" has the meaning set forth in Section 7.4(b).

"***Continuing Employee***" has the meaning set forth in Section 7.4(c).

"***Continuing Offer Employee***" has the meaning set forth in Section 7.4(b).

"***Contract***" means any written or oral agreement, mortgage, indenture, lease (whether for real or personal property), license, commitment, sale and purchase order, contract or subcontract, and any other written or oral instrument, arrangement or understanding of any kind that is or purports to be legally binding.

"***Contracting Parties***" has the meaning set forth in Section 10.15.

"***Deferred Payroll Taxes***" means (i) the employer portion of any payroll Taxes for a Pre-Closing Tax Period (or the portion thereof) in respect of which the Sellers have deferred the payment thereof until after the Closing Date pursuant to applicable Law), and (ii) the employee portion of any payroll Taxes for a Pre-Closing Tax Period in respect of which the Sellers have deferred the payment thereof until after the Closing Date pursuant to applicable Law.

"***Deposit Escrow Account***" has the meaning set forth in the Recitals.

"***Deposit Escrow Amount***" means $110,000.

"***Enforceability Exceptions***" means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors' rights generally and general equitable principles.

"***Environmental Laws***" means any applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

"***ERC Claim***" means any claim for refund filed by the Sellers with respect to the employee retention credit described in Section 2301 of the CARES Act and Section 3134 of the Code.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued pursuant thereto.

"***ERISA Affiliate***" means any Person that is a member of the group described in Section 414(b), (c), or (m) of the Code that includes the Sellers.

"***Escrow Agent***" means Western Alliance Bank.

"***Escrow Agreement***" means the escrow agreement, dated as of or prior to the date hereof, by and between the Sellers and the Escrow Agent, a copy of which is attached hereto as Exhibit B.

"***Excluded Assets***" has the meaning set forth in Section 2.2.

"***Excluded Books and Records***" means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Sellers and the Business: (i) all corporate minute books (and other similar corporate records) and stock records of the Sellers, (ii) any books and records relating to the Excluded Assets or Taxes paid or payable by the Sellers (excluding such books and records related solely to the Transferred Assets), (iii) all Tax Returns of the Sellers (excluding, at Purchaser's reasonable request, copies of such Tax Returns related to the Transferred Assets), (iv) any records, documents or other information solely to the extent related to any current or former employee of the Sellers and the Business who is not a Scheduled Employee or does not become a Continuing Employee, or (v) any books, records or other materials that the Sellers (x) are required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Purchaser upon Purchaser's reasonable request), (y) reasonably believe are necessary to enable them to prepare or file Tax Returns (copies of which will be made available to Purchaser upon Purchaser's reasonable request) or (z) are prohibited by Law from delivering to Purchaser.

"***Excluded Contracts***" means (i) Contracts for non-exclusive rights granted to the Sellers that are not material to the Business, including any Contract for "off-the-shelf" or similar Software that is available on generally available terms, (ii) Contracts the terms of which are solely focused on obligations relating to non-disclosure, confidentiality or materials transfer (to the extent in customary form), in each case entered into in the ordinary course of business, (iii) Contracts that can be cancelled by the Sellers without penalty or with ninety (90) days' or less notice, other than for default, (iv) purchase orders and associated terms and conditions for which the underlying goods or services have been delivered or received, and (v) Contracts by and among one or more of the Sellers and any third Person.

"***Excluded Liabilities***" has the meaning set forth in Section 2.4.

"***Final Allocation Statement***" has the meaning set forth in Section 2.10(a).

"***Final Order***" means an Order (a) as to which no appeal, leave to appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, or motion for new trial has been timely filed (in cases in which there is a date by which such filing is required to occur or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal thereon), (b) in respect of which the time period for instituting or filing an appeal, leave to appeal, motion for rehearing or motion for a new trial shall have expired (in cases in which such time period is capable of expiring), and (c) as to which no stay is in effect.

"***Financial Statements***" has the meaning set forth in Section 3.13(a).

"***Fraud***" means actual and intentional common law fraud by a Party or its representatives, as determined in accordance with the Laws of the State of Delaware, with respect to the making of any representation or warranty by such Party set forth in this Agreement.

"***Free and Clear***" means free and clear of all Liens (other than the Permitted Liens and the Assumed Liabilities) to the maximum extent permitted by Section 363(f) of the Bankruptcy Code.

"***Fundamental Purchaser Representations***" means the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.3(i) and Section 4.7.

"***Fundamental Seller Representations***" means the representations and warranties set forth in Section 3.1, Section 3.2, Section 3.3(i) and Section 3.7.

"***GAAP***" means then-current generally accepted accounting principles in the United States.

"***Governmental Authority***" means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS).

"***Hazardous Substances***" means any substances, materials or wastes which are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants" or "contaminants" under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***Indebtedness***" means, with respect to any Person and without duplication, all obligations in respect of: (a) borrowed money; (b) indebtedness evidenced by bonds, notes, debentures or similar instruments; (c) reimbursement obligations under letters of credit, but solely to the extent drawn; (d) any unpaid balance of the purchase price of any property (including pursuant to capital leases); (e) any outstanding but unpaid accrued severance or restructuring costs; (f) interest, premium, penalties and other amounts owing in respect of the items described in the foregoing clauses "(a)" through "(e)"; and (g) any guaranty by such Person of any indebtedness of any third party described in clauses "(a)" through "(f)".

"***Intellectual Property***" means any and all intellectual property or proprietary rights in any jurisdiction throughout and anywhere in the world, including all rights to sue, obtain damages, or other remedies, including for infringement or misappropriation from and after the Closing Date, and other administrative rights arising from or relating to any of the foregoing, and any interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including arising from any and all of the following: (i) patents and patent applications, statutory invention registrations, registered designs, and similar or equivalent rights in inventions and designs, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, renewal applications, or reexaminations thereof; (ii) trademarks, service marks, trade dress, service names, trade names, brand names, logos, business names, corporate names and other source or business identifiers, all registrations and applications for registration thereof, and, in each case, together with all of the goodwill associated therewith and symbolized thereby; (iii) copyrights in both published and unpublished works (including copyrights in Software and in hardware design, manufacturing files, technical documentation,

instructions, user manuals, and training materials related to hardware, and in configuration, implementation, service and maintenance instructions, and records related to Software or hardware), and all registrations, applications for registration, renewals, extensions, restorations, and reversions, and all moral rights thereof; (iv) trade secrets, industrial secret rights, database rights, and rights in know-how, confidential or proprietary information (including trade secret and other proprietary information rights in unpublished Software and in hardware design, manufacturing files, technical documentation, instructions, user manuals, and training materials related to hardware, and in configuration, implementation, service and maintenance instructions, and records related to Software or hardware); (v) internet domain name registrations and social media accounts; (vi) all other similar or equivalent intellectual property or proprietary rights anywhere in the world; (vii) the right to sue and recover for past, present, and future infringement, misappropriation, breach or other violation of any of the foregoing; and (viii) all rights to collect any fees, revenues, and royalties on any of the foregoing.

"***Inventory***" has the meaning set forth in Section 2.1(a).

"***IP Assignment***" means the intellectual property assignment, dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the form attached hereto as Exhibit C.

"***IRS***" means the United States Internal Revenue Service.

"***Knowledge***" means (a) with regard to the Sellers, the actual knowledge, after reasonable inquiry, of Bret Christensen, Kevin Sun and Ray Akhavan, in each case as of the date of this Agreement or the Closing Date, as applicable (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate) and (b) with regard to Purchaser, the actual knowledge, after reasonable inquiry, of James E. Stowers III, in each case as of the date of this Agreement or as of the Closing Date, as applicable (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate).

"***Law***" means any federal, national, provincial, state, local or municipal law, ordinance, principle of common law, code, regulation or statute enacted, adopted, issued or promulgated by any Governmental Authority.

"***Law Firm***" means Wilson Sonsini Goodrich & Rosati, Professional Corporation, and its successors.

"***Lease***" means the leases, licenses, subleases and other occupancy agreements executed by a Seller and governing the Leased Real Property.

"***Leased Real Property***" has the meaning set forth in Section 3.6(b).

"***Liabilities***" shall mean debts, liabilities, duties, obligations or commitments of any nature whatsoever, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).

"***Licensed Third Party IP***" means each item of Intellectual Property that is owned by a third party and used by Sellers, whether for their internal use in or for the Business, or incorporated into, or distributed with, any of the Sellers' products or services sold as part of the Business.

"***Lien***" means all forms of lien (including mechanic's, contractor's or other similar liens arising under or relating to the provision of goods or services on or to any Transferred Assets, and liens issued pursuant to Section 361, 363 or 364 of the Bankruptcy Code), encumbrance, defect or irregularity in title, pledge, hypothecation, mortgage, deed of trust, deed to secure debt, security interest, charge, transfer restriction or similar agreement or encumbrance, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as or against any Transferred Assets including easements, encroachments, rights of first refusal, preemptive rights, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under the Bankruptcy Code, and including all costs and expenses relating thereto.

"***Losses***" means, with respect to any Person, all losses, Liabilities, claims, demands, judgments, damages, fines, suits, actions, out-of-pocket costs and expenses (including reasonable attorneys' fees) of any kind against or affecting such Person.

"***Material Adverse Effect***" means any event, change, circumstance, condition, state of facts, occurrence, development or effect that, individually or in the aggregate with all other events, changes, circumstances, conditions, states of facts, occurrences, developments or effects, has had a material adverse effect on the Transferred Assets and Assumed Liabilities, taken as a whole; *provided*, *however*, that no event, change, circumstance, condition, state of facts, occurrence, development or effect to the extent arising out of the following shall be deemed (either alone or in combination) to constitute, or be taken into account in determining whether there has been or may be, a Material Adverse Effect: (a) any change in, or effects arising from or relating to, general business or economic conditions affecting any industry in which the Business operates; (b) any change in the United States or foreign economies, or securities, banking or financial markets in general; (c) any change from, or effects arising from or relating to, the occurrence, escalation or material worsening of any act of God or other calamity, natural disaster, pandemic or disease, outbreak of disease or other public health emergency, hostility, act of war, sabotage or terrorism or military action or any escalation or worsening of any such conditions; (d) any specific action taken (or omitted) by the Sellers that is required or permitted by the terms of this Agreement or taken at the written request of Purchaser (other than any action restricted by Section 6.1) or any change from, or effects arising from or relating to, Purchaser unreasonably withholding its consent to the Sellers' written request to take any action restricted by Section 6.1; (e) any change after the date hereof in, or effects arising from or relating to changes after the date hereof in, Laws or accounting rules (including GAAP) or any interpretation thereof; (f) national or international political, labor or social conditions in general; (g) the public announcement of, or pendency of, this Agreement and the Transactions; (h) the sale of any assets other than the Transferred Assets to any third parties by the Sellers or any of their Affiliates; (i) any effect arising or resulting from or related to the filing or pendency of the Bankruptcy Cases or the fact that the Sellers will be operating as debtors in possession under the Bankruptcy Code; (j) actions or omissions taken or not taken by or on behalf of Sellers in compliance with the Bankruptcy Code or an order of the Bankruptcy Court; ; *further provided*, that with respect to the foregoing clauses "(a)", "(b)", "(c)", "(e)" and "(f)", such events, changes, circumstances, conditions, states of facts, occurrences,

developments or effects will not be excluded to the extent the same disproportionately adversely affects the Business, taken as a whole, as compared to other similarly situated businesses in the industries in which the Business operates.

"***Material Customer***" has the meaning set forth in Section 3.12.

"***Material Supplier***" has the meaning set forth in Section 3.12.

"***Non-US Visa Employee***" has the meaning set forth in Section 7.4(d).

"***Non-Transferred Asset***" has the meaning set forth in Section 2.5.

"***Nonparty Affiliates***" has the meaning set forth in Section 10.15.

"***Offer Employees***" means the Scheduled Employees designated as "Offer Employees" on the Scheduled Workers Schedule which may be offered employment by Purchaser in accordance with Section 7.3(a).

"***Open Source Software***" means any software that is generally known in the software industry as open source or free software, including software licensed pursuant to any license identified as an "open source license" by the Open Source Initiative or other similar license (such as, without limitation the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License, and BSD Licenses).

"***Order***" means any award, decision, injunction, order, judgment, ruling, decree, writ, subpoena, settlement, verdict, or assessment or arbitration award entered, issued, made or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator.

"***Organizational Documents***" means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation or organization or articles of organization of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses "(a)" through "(d)", and (f) any amendment to or equivalent of any of the foregoing.

"***Outside Date***" has the meaning set forth in Section 9.1(f).

"***Owned Intellectual Property***" means the Intellectual Property owned by the Sellers that is used in or held for use in the Business, including the Intellectual Property listed on Schedule 1.1(a).

"***Party***" and "***Parties***" have the meaning set forth in the Preamble.

"***Permit***" means all permits, authorizations, licenses, registrations, certificates, franchises, clearances, qualifications, exemptions, waivers, variances, privileges, consents and other approvals issued by or from any Governmental Authority.

"***Permitted Liens***" means (a) Liens for Taxes, assessments or other governmental charges not yet delinquent or being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on financial statements in accordance with GAAP; (b) mechanics', carriers', workers', repairers' and other similar common law or statutory Liens for obligations that are not delinquent or are being contested in good faith by appropriate proceedings; (c) Liens or encumbrances of record affecting any real property, any matters that would be disclosed by a survey of any real property and any zoning, land use, covenants, conditions and restrictions or similar matters affecting any real property which, in any case, to the Knowledge of the Sellers, do not materially impair the use of the impacted Transferred Asset(s) as currently operated; (d) purchase money Liens and Liens securing rental payments under capital lease arrangements to the extent described on Schedule 1.1(b); (e) Liens arising under leases of property or equipment in favor of the owner thereof to the extent described on Schedule 1.1(b); (f) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; (g) deposits to secure the performance of bids, Contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (h) licenses of Intellectual Property granted in the ordinary course of business; (i) Liens arising under or created by this Agreement or any of the Related Documents; (j) Liens or encumbrances imposed on the underlying fee interest in Leased Real Property; (k) statutory or common law Liens or encumbrances to secure landlords, lessors or renters under leases or rental agreements and (l) Liens set forth on Schedule 1.1(b).

"***Person***" means any individual, corporation (including any non-profit corporation), partnership (general or limited), limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

"***Personal Information***" means any Transferred Asset that constitutes "personal data," "personal information," "personally identifiable information," or other equivalent terms under applicable Privacy Requirements.

"***Petition Date***" means June 18, 2024.

"***Post-Closing Tax Period"*** means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date**.**

"***Pre-Closing Tax Period***" means any taxable period ending on or before the Closing Date.

"***Privacy Requirements***" has the meaning set forth in Section 3.10(a).

"***Proposed Allocation Statement***" has the meaning set forth in Section 2.10(a).

"***Protected Period***" has the meaning set forth in Section 7.4(c)

"***Public Health Measures***" means any (a) closures, "shelter-in-place," "stay at home," workforce reduction, social distancing, quarantine, shut down, closure, curfew or other restrictions or any other Laws, orders, decrees, directives, guidelines or recommendations issued by any Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization or any industry group in connection with any pandemic or disease, outbreak of

disease or other public health emergency (including COVID-19), or (b) commercially reasonable actions taken in good faith by any Party as a result of any pandemic or disease, outbreak of disease or other public health emergency (including COVID-19).

"***Purchase Price***" has the meaning set forth in Section 2.8(a).

"***Purchaser***" has the meaning set forth in the preamble.

"***Purchaser Group Members***" has the meaning set forth in Section 10.17.

"***Purchaser Releasing Party***" has the meaning set forth in Section 10.16(b).

"***Purchaser's Group***" means Purchaser and its Affiliates.

"***Registered IP***" has the meaning set forth in Section 3.9(a).

"***Related Claims***" means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

"***Related Documents***" means the Escrow Agreement, the Deposit Agreement, the Bill of Sale and Assignment and Assumption Agreement, IP Assignment and any other document, agreement, certificate or instrument entered into in connection with this Agreement.

"***Release***" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

"***Sale Motion***" means the motion, pleading or other filing of the Sellers, filed on June 21, 2024 at Docket No. 33 (as may have been modified, supplemented or amended) seeking entry of the Bid Procedures Order and the Sale Order.

"***Sale Order***" means an Order of the Bankruptcy Court approving and authorizing this Agreement and all of the terms and conditions hereof (including approving and authorizing the Sellers' assumption and assignment pursuant to Section 365 of the Bankruptcy Code, and approving and authorizing the Sellers to consummate the Transactions contemplated hereby Free and Clear to the full extent permitted pursuant to Section 363(f) of the Bankruptcy Code and containing a finding that Purchaser has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code), in form and substance acceptable to Purchaser and the Sellers, after consultation with the Committee, in each Party's commercially reasonable discretion. The Sale Order shall be appended to this Agreement as Exhibit D prior to the Closing Date .

"***Scheduled Contractors***" has the meaning set forth in Section 7.4(a).

"***Scheduled Employees***" has the meaning set forth in Section 7.4(a).

"***Scheduled Workers Schedule***" has the meaning set forth in Section 7.4(a).

"***Seller Access Contact***" has the meaning set forth in Section 6.2(a).

"***Seller Benefit Plan***" means (i) each employee benefit plan as defined in Section 3(3) of ERISA; (ii) each other pension, retirement, group insurance, severance pay, deferred compensation, employment, equity incentive, equity-based compensation, and incentive plan, program, agreement, policy or arrangement pertaining to any Scheduled Employee or Scheduled Contractor, including, housing funds, paid annual leave, but excluding any benefits provided by a Governmental Authority, in each case which the Sellers sponsor, contributes to, maintains, or to which the Sellers may otherwise have any Liability.

"***Seller Group Members***" has the meaning set forth in Section 10.17.

"***Seller IP***" means, collectively, the Transferred Intellectual Property and the Licensed IP.

"***Seller IT Assets***" means all computers, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment, including all third party Software, and all documentation related to the foregoing, owned by, or licensed or leased to the Sellers that are listed on Schedule 2.1(d), or that are primarily used or held for use in, or primarily related to, the Business.

"***Seller Permits***" has the meaning set forth in Section 3.4(b).

"***Seller Releasing Party***" has the meaning set forth in Section 10.16(a)

"***Seller Software***" means any Software owned by the Sellers (i) that is used or held for use in the Business or (ii) is a part of, incorporated in, or distributed with, any of the Sellers' products or services sold by the Business.

"***Seller Taxes***" means any (a) Liability of the Sellers for Taxes for the portion of any Straddle Period ending on the Closing Date allocated to Seller in accordance with Section 7.3(c), (b) any Liability for Taxes attributable to any Pre-Closing Tax Period, (c) all Deferred Payroll Taxes and any Taxes incurred as a result of any ERC Claim filed by the Seller with respect to a Pre-Closing Tax Period and (d) any Liability of the Sellers for the unpaid Taxes of any Person under Section 1.1502-6 of U.S. Treasury Regulations (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract (other than Taxes pursuant to a contract entered into in the ordinary course of business the primary purpose of which is not related to Taxes that are for a Post-Closing Tax Period), or otherwise by operation of Law.

"***Sellers***" has the meaning set forth in the preamble.

"***Software***" shall mean computer software programs, routines, scripts, algorithms, instructions, libraries, and software systems, including technical databases, compilations, tool sets, compilers, applications, interfaces, higher level "proprietary" languages and related technical, training, programmer, maintenance, specification, flowchart, and user manuals, flowcharts, descriptions,

records, files, documentation and materials, whether in source code, object code or human readable form.

"***Successful Bid***" has the meaning set forth in the Bid Procedures.

"***Successful Bidder***" has the meaning set forth in the Bid Procedures.

"***Tax***" means any United States federal, state, local or foreign tax, custom, duty, or other like assessment or charge in the nature of a tax (including any income, franchise, branch profits, capital gains, value-added, sales, use, property, transfer, payroll, social security windfall profit, production, excise, stamp, environmental or withholding tax), and any related fine, penalty, interest, or addition to tax with respect thereto, imposed, assessed or collected by or under the authority of any Governmental Authority, whether disputed or not.

"***Tax Return***" means any return (including any information return), report, statement, schedule, notice, form, or other document or information (whether in tangible, electronic or other form), including any amendments, schedules attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

"***Transactions***" means the transactions contemplated by this Agreement and the Related Documents.

"***Transfer Taxes***" has the meaning set forth in Section 2.9.

"***Transferred Assets***" has the meaning set forth in Section 2.1.

"***Transferred Intellectual Property***" has the meaning set forth in Section 2.1(e).

"***Transition Services Agreement***" means the transition services agreements to be entered and dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the draft form between Purchaser and Sellers as of the date hereof.

"***VAT***" means any value-added tax, goods and services tax or similar tax charged or collected by any Governmental Authority.

"***Work-Around***" has the meaning set forth in Section 2.5.

1.2 ***Other Definitional and Interpretive Matters***.

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(ii) Dollars. Any reference to $ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents.

(iii) Exhibits/Schedules. The exhibits and schedules to this Agreement, including but not limited to the Seller Disclosure Schedules, are an integral part of this Agreement. All exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one schedule of the Seller Disclosure Schedules shall be deemed to have been disclosed on each other schedule of the Seller Disclosure Schedules to the extent that the relevance of such disclosure to such other schedule is reasonably apparent on its face to a reader of such disclosure. Disclosure of any item on any schedule of the Seller Disclosure Schedules shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a schedule of the Seller Disclosure Schedules relating to a possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any schedule or exhibit to this Agreement, including but not limited to the Seller Disclosure Schedules, but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Amendments. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof.

(v) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(vi) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or any Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vii) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(viii) Or. The word "or" shall be construed in the inclusive sense of "and/or" unless otherwise specified.

(ix) Including. The word "including," or any variation thereof, means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(x) To the Extent. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if".

(xi) Successors. A reference to any Party to this Agreement, any Related Document or any other agreement or document shall include such Party's successors and permitted assigns.

(xii) Laws. A reference to laws or legislation are references to such laws and legislation as they may be amended or supplemented from time to time, and references to laws and legislation include references to any succeeding law, modification or re-enactment thereof, any legislative provision substituted therefor, and to the implementing rules or regulations promulgated pursuant thereto.

(xiii) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statements, to the extent any such phrase appears in such representation or warranty, if (a) there is a specific reserve, accrual or other similar item underlying a number on such balance sheet or financial statements that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on such balance sheet or financial statements or (c) such item is set forth in the notes to such financial statements.

(xiv) Made Available. Any reference in this Agreement to "made available" means only a document or other item of information that was (1) provided, delivered or made available to Purchaser and its representatives in the electronic data room maintained by Venue under the name "Project Discovery," and to which Purchaser and its representatives have access, or (2) publicly filed and available on the SEC's "EDGAR" database, in the case of each of the foregoing clauses "(1)" and "(2)", as of 5:00 p.m. (prevailing Pacific Time) on the date that is one (1) day prior to the date hereof.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein, except as otherwise set forth herein. The phrase "to Sellers' Knowledge" and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person's "superior knowledge" that the representation or warranty in which they are used is true.

(c) The Parties have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring

any Party by virtue of the authorship of any provision of this Agreement and the Related Documents. The Parties agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the Party agreeing to such change is agreeing to a change in meaning (as the Party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

ARTICLE 2
THE PURCHASE AND SALE; CLOSING

2.1 ***Purchase and Sale***. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, assume and accept from the Sellers, and the Sellers shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear (except for Permitted Liens), all of the Sellers' rights, title and interests in, to and under all of the following assets, interests, and rights, of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned, leased or licensed by the applicable Seller and (except as otherwise expressly set forth in this Section 2.1), other than the Excluded Assets, as the same shall exist on the Closing Date (collectively, the "***Transferred Assets***"):

(a) all supplies and other inventories, including all raw materials, works-in-process, finished goods, packaging, supplies and parts, primarily used in the Business or produced in or by the Business, whether held at any location or facility of the Sellers or in transit to or from the Sellers (the "***Inventory***");

(b) to the extent transferable, the Seller Permits (including any applications that are in process) (i) primarily used in the Business or (ii) required to conduct the Business;

(c) all books and records, databases, files, documents, data and information of the Sellers to the extent related to the Business, whether in hard copy or electronic format, including financial and accounting records, customer and supplier lists, marketing plans and market research, sales and promotional literature, manuals and data, sales and purchase correspondence, to the extent permitted by Law copies of personnel and employment records of Continuing Employees (provided that Purchaser acknowledges that Sellers will need to retain copies of certain personnel and employment records of Continuing Employees required to be retained by Law by the Sellers), other than the Excluded Books and Records; *provided*, *however*, that the Sellers (or any trustee of a litigation trust or liquidation trust established pursuant to a plan of reorganization or liquidation of the Sellers) shall be entitled to retain copies of any such materials for recordkeeping purposes, for purposes relating to the Bankruptcy Cases or the wind-down of the operations of the Sellers;

(d) all equipment, machinery, vehicles and other tangible personal property, including office furniture and fixtures, computers, networking equipment, industrial equipment and supplies, whether owned or leased, primarily used in the Business, and all Seller IT Assets, including those listed on Schedule 2.1(e);

(e) all Owned Intellectual Property and Seller Software, including those listed on Schedule 1.1(a) (the "***Transferred Intellectual Property***");

(f) all of the Sellers' rights, claims or causes of action against third parties (i) directly related to the Transferred Assets or the Assumed Liabilities (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers to the extent related to the Transferred Assets or the Assumed Liabilities), whether arising affirmatively by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date, or (ii) under non-disclosure or confidentiality agreements with prospective purchasers of the Business or any portion thereof; but excluding in the case of both (i) and (ii), (A) any Avoidance Actions (and any proceeds thereof), and (B) any rights, claims or causes of action described in Section 2.2(f).

(g) all rights to recovery and insurance proceeds and rights to assert claims with respect to any such insurance recoveries possessed by the Sellers as of the Closing to the extent arising as of the Closing, in each case, to the extent related to the Transferred Assets or Assumed Liabilities;

(h) all rights to any credits, statements, rebates (including vendor or supplier rebates), reimbursement or rights of set off, in each case, to the extent related to or associated with the Transferred Assets, the Assumed Liabilities, or the Continuing Employees;

(i) the goodwill to the extent relating to the Transferred Assets and those portions of the Business related to the Transferred Assets;

(j) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent used in or held for use for the Business, the Transferred Assets listed in clauses "(a)" through "(i)" above, the Assumed Liabilities, but excluding (without duplication) (i) any refunds of Taxes to the extent included in Section 2.2(d), (ii) any prepayments or deposits of any Taxes prior to the date hereof for which a Seller shall receive credit to the extent provided in Section 7.3(a) and (iii) the letter of credit related to that certain Leased Real Property located at 12340 El Camino Real, San Diego, California 92130 (the "***Lab Lease***"); and

(k) any other assets, interests or rights primarily related to the Transferred Assets.

2.2 ***Excluded Assets***. Notwithstanding the provisions of Section 2.1 or anything to the contrary herein, any and all assets, title, rights and interest in, to and under all assets and interests of the Sellers that are not Transferred Assets (collectively, the "***Excluded Assets***") shall be retained by the Sellers, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction, which shall include without limitation:

(a) all (i) cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, checks, funds in time and demand deposits, savings and loans or trust companies and similar cash items, (ii) Accounts Receivable, and (iii) investment securities and other short- and medium-term investments;

(b) any interest or consideration received by the Sellers or their Affiliates pursuant to, and all rights of the Sellers and their Affiliates under, this Agreement or any Related Document, including the right to receive the Purchase Price and to enforce the Sellers' rights and remedies thereunder, subject to the terms hereof and thereof;

(c) any (i) Attorney-Client Information, (ii) Sellers' insurance policies, (iii) all proceeds and claims under Sellers' insurance policies unless such proceeds and claims are explicitly Transferred Assets (for the avoidance of doubt any and all claims and proceeds of director and officer, errors and omissions, fiduciary and commercial crime insurance policies are Excluded Assets);

(d) (i) all Tax assets and attributes of the Sellers, (ii) all rights to income Tax refunds or credits of the Sellers, and (iii) all rights to Tax refunds or credits with respect to any Excluded Asset or Excluded Liability;

(e) all Excluded Contracts;

(f) all (i) of the Sellers' rights, claims or causes of action against third Persons (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers or any of their Affiliates) to the extent related to the Excluded Assets or Excluded Liabilities, whether arising affirmatively, by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date; (ii) Avoidance Actions (and the proceeds thereof); and (iii) rights, claims or causes of action against any past, present or future director, officer, manager, employee, equityholder, agent, auditor, accountant, banker, professional advisor or other representative of any Seller or Affiliate thereof, whether arising affirmatively, by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date;

(g) the Excluded Books and Records;

(h) all cash in the Sellers' adequate assurance account relating to utilities under Section 366 of the Bankruptcy Code;

(i) any and all proceeds relating to any and all bonds, letters of credit, guarantees or other security provided by the Sellers;

(j) any shares or other equity interests in the Sellers or any other Person or any securities of the Sellers, or any other Person;

(k) any prepayments and good faith and other bid deposits submitted by any third party under the terms of the Bid Procedures Order;

(l) all rights to any credits, statements, rebates (including vendor or supplier rebates), reimbursement or rights of set off, in each case, to the extent related to or associated with the Business;

(m) all rights under the Seller Benefit Plans and any trusts, funding vehicles and other assets related thereto;

(n) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties (express or implied), indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent related to or used in or held with use for the Excluded Assets listed in clauses "(a)" through "(n)" of this Section 2.2; and

(o) all records and reports prepared or received by the Sellers or any of their Affiliates in connection with the sale of the Business and the Transactions, including all analyses relating to the Business or Purchaser so prepared or received.

2.3 ***Assumption of Liabilities***. On the terms and subject to the conditions set forth in this Agreement, Purchaser shall, effective as of the Closing, assume and agree to pay, discharge and perform in accordance with their terms the following Liabilities of the Sellers (all such Liabilities being assumed herein referred to as the "***Assumed Liabilities***"):

(a) all Taxes with respect to the Transferred Assets attributable to any Post-Closing Tax Period, any Transfer Taxes as set forth in Section 2.9 and Taxes for the portion of any Straddle Period beginning after the Closing Date allocated to Purchaser pursuant to Section 7.3(c); and

(b) any Liabilities relating to or resulting from the employment or engagement or termination of employment or engagement by Purchaser of any Continuing Employee or Continuing Contractor exclusively arising after the Closing Date.

2.4 ***Excluded Liabilities***. Notwithstanding any provision in this Agreement, or any other writing to the contrary, the Purchaser is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller or any Affiliate thereof of whatever nature, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of the Sellers (all such liabilities and obligations not being assumed being herein referred to as the "***Excluded Liabilities***"). For the avoidance of doubt, Excluded Liabilities shall include:

(a) all Liabilities of the Sellers relating to or arising under any Excluded Asset, including any Excluded Contract;

(b) all Seller Taxes except, for the avoidance of doubt, those taxes described in Section 2.3(a);

(c) all Liabilities of the Sellers under this Agreement;

(d) all Liabilities of the Business existing, accruing or arising prior to the Closing Date; and

(e) any transaction expenses of the Sellers, including the fees and costs of legal and financial advisors to the Sellers in connection with the Transactions and the cost of any retention bonuses implemented by the Sellers, but excluding, however, any costs and expenses

incurred under or in connection with, or otherwise related to, the Transition Services Agreement which shall be borne exclusively by the Purchaser.

2.5 ***Nontransferable Assets***.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Governmental Authority) (after giving effect to the Sale Order or any other applicable Order of the Bankruptcy Court that effects such transfer without any required Consents), would constitute a breach or other contravention thereof or a violation of Law (each, a "***Non-Transferred Asset***"), unless and until such Consent is obtained or to the extent a Work-around has been implemented that does not constitute a breach or other contravention of such Non-Transferred Asset. Prior to the Closing, the Sellers shall use commercially reasonable efforts to obtain any Consents required to assign to Purchaser, in accordance with the terms hereof, any Transferred Asset that requires the Consent of a third party, without any conditions to such transfer or changes or modifications of terms thereunder.

(b) If any such Consent is not obtained prior to the Closing, then following the Closing (a) Purchaser and the Sellers shall, for a period of two (2) months following the Closing, use their commercially reasonable efforts to secure such Consent as promptly as practicable after the Closing, and (b) the Sellers shall cooperate with Purchaser in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser and reasonably agreed by the Sellers (a "***Work-around***") under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any applicable Law) the economic claims, rights and benefits under the Non-Transferred Asset with respect to which the Consent has not been obtained in accordance with this Agreement, (ii) Purchaser shall, to the extent an Assumed Liability, assume any related economic burden with respect to the Non-Transferred Asset with respect to which the Consent has not been obtained in accordance with this Agreement and (iii) the Sellers shall use commercially reasonable efforts to enforce for the benefit of Purchaser any and all rights thereunder. Upon the receipt after the Closing of any Consent applicable to any Non-Transferred Asset, the Parties shall cooperate in good faith to transfer such Non-Transferred Asset to Purchaser as promptly as practicable in accordance with the terms of this Agreement, without any additional payment by Purchaser. All cooperation, efforts and other actions contemplated by this Section 2.5(b) shall be at the sole cost and expense of Purchaser, who shall advance to the Sellers any amounts reasonably required in connection with the Sellers' compliance with the terms of this Section 2.5(b), which such amounts, for the avoidance of doubt, shall not constitute or otherwise be considered for any purpose whatsoever a portion of the Purchase Price.

2.6 ***Closing***. The closing of the Transactions (the "***Closing***") will take place remotely by electronic exchange of documents on the date (the "***Closing Date***") that is two (2) Business Days after the date on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the Party entitled to the benefit of the same, unless another time or date is agreed to in writing by the Parties. Except as otherwise set forth herein, all proceedings to be taken and all documents to be executed and delivered by all

Parties at the Closing will be deemed to have been taken and executed simultaneously. For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 11:59 p.m. (prevailing Pacific Time) on the Closing Date.

2.7 ***Closing Deliveries of the Parties***. At or prior to the Closing:

(a) (i) Purchaser and the Sellers, as applicable, shall execute and deliver the Bill of Sale and Assignment and Assumption Agreement, the IP Assignment and the Transition Services Agreement.

(b) Purchaser shall deliver, or cause to be delivered, to the Sellers or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.3(a) and Section 8.3(b); and

(ii) payment of the closing payment pursuant to Section 2.8(a).

(c) The Sellers shall deliver, or cause to be delivered, to Purchaser or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Sellers as to the satisfaction of the conditions set forth in Section 8.2(a) and Section 8.2(b);

(ii) an IRS Form W-9 with respect to the Sellers, duly completed and executed; and

(iii) a copy of the Sale Order as entered by the Bankruptcy Court, vesting the Transferred Assets in Purchaser Free and Clear.

2.8 ***Purchase Price; Assumed Liabilities; Deposit***.

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Transferred Assets to Purchaser, Purchaser shall pay to the Sellers (on behalf of all of the Sellers) an aggregate purchase price equal to (A) the Base Amount, *minus* (B) the Deposit Escrow Amount, and the Deposit Escrow Amount shall be released to the Sellers (on behalf of all of the Sellers) by the Escrow Agent pursuant to Section 2.8(c) (collectively, including the Deposit Escrow Amount, the "***Purchase Price***"), by irrevocable wire transfer of immediately available funds in accordance with payment instructions delivered by the Sellers to Purchaser at least three (3) Business Days prior to the Closing.

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities.

(c) The Deposit Escrow Amount shall be distributed as follows:

(i) if the Closing occurs, (A) the Sellers and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Sellers (on behalf of all of the Sellers), by irrevocable wire transfer of immediately available funds, to an account designated by the Sellers to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to the Sellers (on behalf of all of the Sellers) at Closing and credited against the amount required to be paid by Purchaser to the Sellers at Closing in accordance with Section 2.8(a);

(ii) if this Agreement is terminated by the Sellers in accordance with the terms of this Agreement pursuant to Section 9.1(d), (A) the Sellers and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Sellers (on behalf of all of the Sellers), by irrevocable wire transfer of immediately available funds, to an account designated by the Sellers to the Escrow Agent and (B) the Deposit Escrow Amount, which shall constitute liquidated damages (and not a penalty) shall be delivered to the Sellers (on behalf of all of the Sellers) within two Business Days following delivery of such joint written instruction; or

(iii) if this Agreement is terminated in accordance with its terms for any reason other than by the Sellers pursuant to Section 9.1(d), (A) the Sellers and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to Purchaser, by irrevocable wire transfer of immediately available funds, to an account designated by Purchaser to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to Purchaser within two Business Days following delivery of such joint written instruction.

2.9 ***Transfer Taxes***. It is the intention of Purchaser and the Sellers that any Transactions closing after the Petition Date be exempt from all transfer, documentary, sales, use, excise, stock transfer, stamp, recording, registration and other similar Taxes, levies and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the Transactions (collectively, "***Transfer Taxes***") pursuant to Section 1146(a) of the Bankruptcy Code. Purchaser and the Sellers shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the Transactions. Subject always to the provisions of Section 2.10, in the event any Transfer Taxes are required to be paid with respect to the Transactions, the Purchaser shall be responsible and liable for such Transfer Taxes and shall indemnify, defend and hold harmless the Sellers against any such Transfer Taxes. The party required by applicable Law to file a Tax Return with respect to any such Transfer Taxes shall prepare and timely file, or cause to be prepared and timely filed, any such Tax Return. The Sellers and Purchaser shall, and shall cause their respective Affiliates to, cooperate to timely prepare and file any Tax Returns or other filings relating to such Transfer Taxes. To the extent any Seller is required to remit any such Transfer Tax, at least three Business Days before the due date for the payment of any such Transfer Tax, Purchaser shall wire in immediately available funds such Transfer Taxes to such Seller to ensure timely payment.

2.10 ***Allocation of Purchase Price***.

(a) Reasonably promptly after the Closing Date, but no later than 90 days thereafter, Purchaser will prepare and deliver to the Sellers, an allocation schedule setting forth the Purchase Price, Assumed Liabilities, and any other items that are treated as consideration paid by Purchaser for applicable Tax purposes to be allocated among the Transferred Assets, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (the "***Proposed Allocation Statement***"). The Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "***Allocation Notice of Objection***") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of its objections. If the Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date that Purchaser receives the Allocation Notice of Objection, Purchaser and the Sellers will use their commercially reasonable efforts to agree on the allocations in good faith. If the Parties fail to agree within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, nationally recognized accounting firm mutually agreeable to the Parties, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission. The allocations determined by such accounting firm (or those on the Proposed Allocation Statement to the extent the Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 2.10(a)) will be conclusive and binding on all Parties and will become the "***Final Allocation Statement***." If applicable, the fees and expenses of such accounting firm will be paid by and apportioned between the Parties based on the aggregate dollar amount in dispute and the relative recovery as determined by the accounting firm (such that, by way of example, if the amount in dispute is $100 and it is resolved $70 in favor of the Purchaser and $30 in favor of the Sellers, then the Sellers would bear 70% of the fees and expenses of such accounting firm and Purchaser would bear 30% of the fees and expenses).

(b) Except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code, or as agreed to between the Parties as a result of any proposed assessment or reassessment by a relevant Governmental Authority, the Sellers and Purchaser and their respective Affiliates will file Tax Returns (including IRS Form 8594) consistent with the Final Allocation Statement and none of the Sellers, Purchaser or their respective Affiliates will take any position in connection with Taxes that is inconsistent with the Final Allocation Statement.

2.11 ***Escrow Account***. At the Closing, the Deposit Escrow Amount shall be used to satisfy a portion of the payment obligations of Purchaser pursuant to Section 2.8(c), otherwise the Deposit Escrow Amount shall be released to Purchaser or the Sellers pursuant to Section 2.8(c). Upon the final release of all of the Deposit Escrow Amount pursuant to the terms of this Agreement and the Escrow Agreement, the Escrow Agreement shall automatically terminate. Any fees owed to the Escrow Agent shall be borne) by the Sellers. The Deposit Escrow Amount shall be held in trust for the benefit of the Sellers and shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any Party and shall be held and disbursed solely for the purposes of and in accordance with the terms of this Agreement and the Escrow Agreement.

2.12 ***Further Assurances***. From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors and assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure to the Sellers and their successors and assigns, the assumption of the Assumed Liabilities intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Transactions.

2.13 ***Withholding***. Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Purchaser is required to deduct and withhold under the Code, or any Tax law, with respect to the making of such payment; provided, that Purchaser and its Affiliates shall use commercially reasonable efforts to provide advance notice of any such intent by them to deduct or withhold to the Sellers, and Purchaser and its Affiliates shall cooperate in good faith with the Sellers to reduce or eliminate any such deduction or withholding. To the extent that amounts are so withheld and paid to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except (a) as set forth in the SEC Reports prior to the date hereof (excluding, in each case, any disclosures set forth in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or (b) as disclosed the disclosure schedules delivered by the Sellers to Purchaser in connection herewith (the "***Seller Disclosure Schedules***"), the Sellers hereby make the representations and warranties contained in this Article 3 to Purchaser as of the date hereof and as of the Closing:

3.1 ***Organization, Good Standing and Other Matters***. Each of the Sellers is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Subject to the necessary authority of the Bankruptcy Court, the Sellers have the requisite corporate power and authority to operate the Business and necessary to own, lease or operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted. Each of the Sellers is duly qualified to do business as a foreign corporation or limited liability company and in good standing in each jurisdiction in which the nature of the Business as currently conducted by it or the property owned or leased by it makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 ***Authority and Enforceability***. Subject to Bankruptcy Court approval, to the extent required, each of the Sellers has all requisite corporate or limited liability company (as the case may be) power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which the Sellers is (or at Closing, will be)

a party, and the consummation by the Sellers of the Transactions, have been duly authorized and approved by all necessary corporate or limited liability company (as the case may be) action on the part of the Sellers and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Sellers, assuming the due execution and delivery by Purchaser, and subject to the approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Sellers, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

3.3 ***No Conflict; Required Filings and Consents***. Other than with respect to Excluded Contracts and except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and (c) as otherwise set forth on Schedule 3.3 of the Seller Disclosure Schedules, the execution and delivery of this Agreement by the Sellers does not and the execution and delivery of the Related Documents by the Sellers will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of the Sellers, (ii) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, violate or conflict with any Law or Order to which the Sellers, the Business and the Transferred Assets are subject, (iii) require the Sellers to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority (except as required by the Bankruptcy Code or the Sale Order), (iv) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in a breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any Seller Permit or (v) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in the imposition or creation of any Lien upon or with respect to any of the assets or properties of the Sellers or with respect to the Business; excluding from the foregoing clauses "(ii)" through "(v)" any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

3.4 ***Compliance With Laws; Permits***.

(a) Except as set forth on Schedule 3.4(a) of the Seller Disclosure Schedules, (i) the Sellers are conducting, and have conducted for the past three (3) years, the Business in compliance in all material respects with all Laws applicable to the Business and (ii) the Sellers have not received any written notice in the past three (3) years of any material violations of or material Liability pursuant to any Law applicable to its conduct of the Business.

(b) Except as set forth on Schedule 3.4(b) of the Seller Disclosure Schedules, (i) the Sellers possess, and for the past three (3) years have possessed, all Permits required for the operation of the Business as conducted (the "***Seller Permits***"), except for the failure to possess Permits that are not material to the operation of the Business as conducted, and (ii) the Sellers have not received any written notice of any cancellation, suspension, revocation, material restriction, invalidation or non-renewal of any Permit in the past three (3) years.

(c) The Sellers have not caused, permitted or allowed, nor does any Seller have any Knowledge of, any Release or threatened Release of Hazardous Substances which would reasonably be expected to give rise to a material Liability pursuant to any Environmental Law.

3.5 ***Litigation***. Except for the Bankruptcy Cases and as set forth on Schedule 3.5 of the Seller Disclosure Schedules, there is no Action or Order pending, outstanding, or, to the Sellers' Knowledge, threatened, against or by any Seller or otherwise relating to the Business, the Transferred Assets or the Assumed Liabilities. Except as otherwise set forth on Schedule 3.5 of the Seller Disclosure Schedules, none of the Actions or Orders set forth on Schedule 3.5 of the Seller Disclosure Schedules, if determined adversely to the Sellers, (a) would affect the Transferred Assets in any material respect after the entry of the Sale Order or be materially adverse to the ownership or use by Purchaser of the Transferred Assets after the Closing, as such Transferred Assets are presently owned and used (or held for use) by the Sellers, as applicable, (b) would challenge the validity or enforceability of the obligations of the Sellers under this Agreement or any Related Document to which a Seller is or will be a party or (c) is against a Seller and seeks to prevent, restrain, materially delay, prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or by any of the other Related Documents. There is no Order enjoining the Sellers from engaging in or continuing any conduct or practice, or requiring the Sellers to take any material action, in connection with the ownership, lease, possession, use or operation of the Transferred Assets owned or held by any Seller, and no Seller is subject to any outstanding Order relating to the Business, the Transferred Assets, or Assumed Liabilities.

3.6 ***Real Property; Personal Property***.

(a) No Seller owns any real property related to the Business.

(b) Schedule 3.6(b) of the Seller Disclosure Schedules sets forth a complete and correct list and description of all real property that is leased or subleased by a Seller and used in the conduct of the Business (the "***Leased Real Property***") and the Leases pursuant to which such real property is leased. The Sellers have not, subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy any portion of any of the Leased Real Property except as set forth on Schedule 3.6(b) of the Seller Disclosure Schedules.

(c) A Seller, as applicable, has good and valid title to, or in the case of leased tangible assets and other personal property, a valid leasehold interest in (or other right to use), all of the material tangible assets and other personal property that are necessary and sufficient for the Sellers to conduct the Business, which shall be sold, in each case, Free and Clear to the maximum extent permitted by Section 363(f) of the Bankruptcy Code (other than Permitted Liens). All such material tangible assets and other personal property are in good condition and repair, normal wear and tear excepted, and in the exclusive possession and control of a Seller, and no other Person is entitled to any portion of such tangible assets or personal property.

3.7 ***Brokers and Finders***. Except as set forth on Schedule 3.7 of the Seller Disclosure Schedules, neither the Sellers nor any of their Affiliates have, directly or indirectly, entered into any agreement with any Person, or otherwise incurred any obligation or liability, contingent or

otherwise, that would obligate the Sellers or any of their Affiliates to pay any commission, brokerage fee, "finder's fee" or other similar payments in connection with the Transactions.

3.8 ***Employees and Employee Benefit Plans***.

(a) Each material Seller Benefit Plan is listed on Schedule 3.8(a) of the Seller Disclosure Schedules (other than, (i) with respect to any Scheduled Employee or Scheduled Contractor located in the United States, any employment agreement, offer letter or consulting agreement that may be terminated without any payment or penalty upon no more than sixty (60) days' notice or any equity incentive award agreement that does not materially differ from the form of equity incentive award agreement used for the Scheduled Employees or Scheduled Contractors and provided to Purchaser, and (ii) with respect to any Scheduled Employee or Scheduled Contractor located outside the United States, any employment agreement, offer letter, consulting agreement or equity incentive award agreement that does not materially differ from the form of employment agreement, offer letter, or equity incentive award agreement used for the Scheduled Employees or Scheduled Contractors in their applicable jurisdiction and provided to Purchaser). (i) Each Seller Benefit Plan (including any related trust) has been established, operated and administered in all material respects in compliance with its terms and all applicable Laws, including, as applicable in the circumstances, ERISA and the Code, and similar federal Laws, and (ii) no Seller or ERISA Affiliate thereof sponsors or has sponsored, maintains or has maintained, contributes to or has contributed to, or has any Liability with respect to (A) a plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, (B) any "multiemployer plans" within the meaning of Section 3(37) of ERISA, whether or not subject to ERISA, (C) a "multiple employer plan" as defined in Section 413 of the Code, or (D) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA. None of the Sellers or any of their ERISA Affiliates provides, nor have they at any time provided, coverage under any welfare plan (as defined in 3(1) of ERISA) to any of their former employees, other than any continuation or conversion coverage required by Law.

(b) Except as set forth on Schedule 3.8(b) of the Seller Disclosure Schedules, the execution and performance of this Agreement will not (i) constitute a stated triggering event under any Seller Benefit Plan that will result in any payment (whether of severance pay or otherwise) becoming due to any employee of the Sellers for which Purchaser will have any liability, (ii) accelerate the time of payment or vesting or increase the amount of compensation due under any Seller Benefit Plan for which Purchaser will have any liability or (iii) cause any individual to accrue or receive additional benefits, service or accelerated rights to payment of benefits under any Seller Benefit Plan for which Purchaser will have any liability.

(c) The Sellers are not a party to or bound by any collective bargaining agreement. No organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of the Sellers. The Sellers are not engaged in any unfair labor practice (as defined by the National Labor Relations Act or similar Laws of jurisdictions outside the United States) and there is (i) no unfair labor practice charge or complaint pending or, to Sellers' Knowledge, threatened against the Sellers before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending, or to Sellers' Knowledge, so threatened, (ii) no strike, labor dispute, slow down or work stoppage pending or, to the Sellers' Knowledge, threatened against the Sellers, and

(iii) no union representation question, petition or proceeding existing with respect to the employees of the Sellers.

3.9 ***Intellectual Property***.

(a) Other than with respect to Excluded Contracts, Schedule 3.9(a) of the Seller Disclosure Schedules contains a complete and accurate list of each item of the following Transferred Intellectual Property: (i) Transferred Intellectual Property that is registered, issued or subject to a pending application for registration or issuance before any Governmental Authority or internet domain name registrar, and includes, where applicable, the jurisdiction, owner name (record and beneficial), issuance, title, and registration or application number and date ("***Registered IP***"); (ii) Transferred Intellectual Property that is a material unregistered or common law trademark or service mark; and (iii) material Seller Software. Each item of Registered IP has not been abandoned, cancelled, or challenged by any Person, and all requisite filings, renewals, and payments have been made, including with Governmental Authorities and other authorized registrars, and, to Sellers' Knowledge, are valid, enforceable, and subsisting in all material respects. All applications for registrations of Registered IP are pending and in good standing.

(b) The Sellers: (i) exclusively own all right, title, and interest in and to the Transferred Intellectual Property free and clear of all Liens (except Permitted Liens); and (ii) are, in all material respects, licensed or otherwise have the right to use or exploit under Contracts the Licensed Third Party IP in the conduct of the Business as currently conducted. The Sellers have not permitted any Registered IP to lapse or for any material Transferred Intellectual Property to enter the public domain, nor have they granted to any Person any right to bring any Action arising out of or related to infringement, misappropriation, or other violation of any Transferred Intellectual Property.

(c) Except solely to the extent Intellectual Property rights are excluded as of the Closing from Seller IP as a result of Purchaser electing to designate a Transferred Intellectual Property as an Excluded Asset under Section 2.2, and except to the extent Contracts for Licensed Third Party IP are Non-Transferred Assets, without limiting Sellers' obligations under Section 2.5, the Seller IP included in the Transferred Assets constitutes substantially all of the Intellectual Property used and necessary for the conduct of the Business of the Sellers in the ordinary course.

(d) The Sellers are not parties to or bound by any Contract or other obligation that (i) limits or impairs their ability to use, sell, transfer, assign, or convey any of the Transferred Intellectual Property, or (ii) grants to any Person an exclusive right or license in any of the Transferred Intellectual Property.

(e) The Sellers have taken commercially reasonable measures to protect, preserve, and maintain the confidentiality of all of the trade secrets and material confidential information included in the Transferred Intellectual Property, and, to Sellers' Knowledge, there has been no unauthorized disclosure, reproduction, transmission, exploitation or other unauthorized use of any of the foregoing. All past and present employees, consultants, and independent contractors of the Sellers that have been involved in the creation and/or development of any material Transferred Intellectual Property for or on behalf of the Sellers have entered into written enforceable agreements pursuant to which such Person (i) agrees and is bound to maintain

and protect the Sellers' Intellectual Property and confidential information of the Sellers; (ii) assigns to the Sellers all rights in and to any such Intellectual Property created or developed by such Person. To Sellers' Knowledge, no such Person is in breach of any such agreement. No current or prior employee, consultant, or independent contractor of the Sellers claims or has claimed, and to Sellers' Knowledge, there are no grounds for any of the foregoing to assert a claim to, any ownership interest in any Transferred Intellectual Property included in the Transferred Assets as a result of having been involved in the creation and/or development thereof.

(f) Except as set forth on Schedule 3.9(f) of the Seller Disclosure Schedules, and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) to Sellers' Knowledge, the conduct of the Business by the Sellers as conducted within the last three (3) years has not infringed, misappropriated, or otherwise violated any Person's Intellectual Property rights, and no such claims are pending or threatened against the Sellers, and (ii) to Sellers' Knowledge, no Person is infringing or otherwise violating any Transferred Intellectual Property, and no such claims are pending or threatened against any Person by the Sellers.

(g) The Sellers have a complete copy of the source code for all Seller Software included in the Transferred Assets. Except as set forth in Schedule 3.9(g)(i) of the Seller Disclosure Schedules, the Sellers have not disclosed or licensed, or otherwise made available and have no duty or obligation to disclose or license, or otherwise make available, any source code (whether presently or on a contingent basis) for or included in any Seller Software included in the Transferred Assets to any Person, other than to Sellers' employees, consultants, or independent contractors that are performing services on behalf of the Sellers that are subject to confidentiality obligations. Without limiting the foregoing and except as set forth in Schedule 3.9(g)(ii) of the Seller Disclosure Schedules, neither the execution of this Agreement nor the consummation of the Transactions will result in the release from escrow or other delivery to any Person of any source code for or included in any Seller Software, and there is no active demand by a licensee, customer or beneficiary under a source code escrow agreement or other agreement for the release to such licensee, customer or beneficiary of any source code of Seller Software to such licensee, customer, or beneficiary.

(h) Except as set forth in Schedule 3.9(h) of the Seller Disclosure Schedules, no Seller has reproduced, incorporated, modified, distributed, or otherwise used any Open Source Software in a manner that (i) creates, or purports to create, obligations for any Seller Software to be publicly disclosed or distributed, including in source code form, licensed for the purpose of making derivative works, or redistributable at no charge; or (ii) grants, or purports to grant, to any Person, any rights to or immunities under any such Software.

(i) All Seller Software and Seller IT Assets: (i) operate and perform in a manner that permits the Sellers to conduct the Business and is otherwise sufficient for the Business as currently conducted and (ii) have not been subject to any material bugs, defects, malfunctions, or nonconformities in, or failures, breakdowns, or continued substandard performance that have affected the operation of the Business in the ordinary course. The Seller Software and, to Sellers' Knowledge, the Seller IT Assets, are substantially free of any material defects, bugs and errors, and do not contain any disabling codes or instructions, spyware, Trojan horses, worms, malware,

viruses, or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, any such Seller Software or Seller IT Assets.

3.10 ***Data Protection and Privacy***.

(a) At all times during the past three (3) years, the Sellers, with respect to the Business, have complied in all material respects with (i) applicable Laws governing data protection and privacy with respect to the collection, use, and processing of Personal Information ("***Privacy Requirements***") and (ii) the Sellers' policies with respect to the collection, use, and processing of Personal Information. To the Sellers' Knowledge, in the past three (3) years, (i) there has been no material unauthorized access to, or use, sharing, modification, or disclosure of, any Personal Information in the Sellers' possession or control, (ii) the Sellers have not suffered a data breach involving Personal Information that required notification to any Person or Governmental Authority under Privacy Requirements, and (iii) the Sellers have not been subject to any Action from any Person or Governmental Authority alleging noncompliance with Privacy Requirements with respect to the Business.

(b) At all times during the past three (3) years, the Sellers, with respect to the Business, have maintained commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of the Seller IT Assets and Personal Information in the Sellers' possession and control.

3.11 ***Taxes***.

(a) The Sellers have timely filed (taking into account any extensions of time for such filings that have been properly and timely requested) all income and other material Tax Returns that were required to be filed by the Sellers with respect to the Transferred Assets or the Business and all such Tax Returns are complete and accurate in all material respects. All income and other material Taxes owed by the Sellers (whether or not shown on any Tax Return) with respect to the Transferred Assets or the Business have been timely paid.

(b) The Sellers have with respect to the Business and the Transferred Assets timely withheld, deducted, and paid all material Taxes required to have been withheld, deducted, and paid over in connection with amounts paid or owing to any employee, creditor, independent contractor, member or other third party (including any unpaid Taxes imposed as a result of the misclassification of workers as independent contractors), and complied in all material respects with all reporting, recordkeeping, information reporting, and backup withholding requirements related to such Taxes under applicable Law.

(c) No material written claim has been made in the last five (5) years (which remains unresolved) by a Governmental Authority in a jurisdiction in which the Sellers do not file Tax Returns with respect to the Transferred Assets or the Business that the Sellers are or may be subject to taxation by that jurisdiction.

(d) There are no audits, investigations, disputes, notices of deficiency, claims or other actions for or relating to any Liability for any material Taxes of the Sellers with respect to the Transferred Assets or the Business that are pending or threatened in writing. No Seller is currently the subject of any audit or other examination of Taxes by any Governmental Authority

with respect to the Business or the Transferred Assets. All deficiencies asserted, or assessments made, against any Seller in writing and with respect to the Business or the Transferred Assets as a result of any examinations by any Governmental Authority have been fully paid. None of the Sellers have waived any statute of limitations in respect of Taxes that remain unpaid or agreed to any extension of time with respect to an open Tax assessment or deficiency with respect to the Transferred Assets or the Business, other that any extensions granted in the ordinary course of business.

(e) There are no Liens for Taxes (other than for Taxes not yet due and payable) on the Transferred Assets.

3.12 ***Material Customers and Suppliers***. Schedule 3.12 of the Seller Disclosure Schedules sets forth a list of the names of (a) the ten (10) largest customers (collectively, the "***Material Customers***") and (b) the ten (10) largest suppliers, excluding lessors or sublessors under Leases (collectively, the "***Material Suppliers***") (measured by dollar volume of purchases or sales in each case) of the Business during the twelve (12) months ended December 31, 2023. Since December 31, 2023, the Sellers have not engaged in any material dispute related to the Business with any Material Customer or Material Supplier, and no Material Customer or Material Supplier has notified any Seller that it intends to terminate or materially alter its relationship with the Business.

3.13 ***Financial Statements***.

(a) Attached as Schedule 3.13(a) of the Seller Disclosure Schedules are true, correct and complete copies of the following consolidated audited financial statements solely with respect to the Business (collectively "***Financial Statements***"): an income statement of the Sellers as of December 31, 2023 (the "***Balance Sheet Date***") for the twelve (12) month period then ended. The Financial Statements: (A) have been prepared in accordance with the books and records of the Sellers; (B) have been prepared in accordance with GAAP, applied on a basis consistent with prior periods; and (C) present fairly in all material respects the consolidated financial condition of the Business as of the dates and for the periods indicated, and their results of operations for the periods then ended.

(b) All Accounts Receivables relating to the Business resulted from bona fide sales in the ordinary course of business and represent the genuine, valid and legally enforceable Indebtedness of the account debtor.

3.14 ***No Other Representations or Warranties***. Except for the representations and warranties contained in this Article 3, the Sellers do not, nor do any other Persons on behalf of the Sellers, make any other express or implied representation or warranty with respect to itself, the Business, the Transferred Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Sellers disclaim any other representations or warranties, whether made by or on behalf of the Sellers or any other Person. The Sellers will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives. Notwithstanding anything to the contrary herein, the

foregoing shall not limit, in any way, the specific representations and warranties made by the Sellers in this Agreement and nothing in this Agreement shall be deemed to be a waiver of any claim for Fraud.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties contained in this Article 4 to the Sellers as of the date of this Agreement and as of the Closing:

4.1 ***Organization, Good Standing and Other Matters***. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization.

4.2 ***Authority and Enforceability***. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized by all necessary limited liability company action. This Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming the due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

4.3 ***No Conflict: Required Filings and Consents***. Except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and (c) as set forth on Schedule 4.3, the execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Law or Order to which it is subject or by which any of its properties or assets are bound, (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date, (iv) result in a material breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any material Contract to which it is a party or (v) result in the imposition or creation of any Lien upon or with respect to any of its assets or properties; excluding from the foregoing clauses "(ii)" through "(v)" Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, prevent or materially impair or delay Purchaser's performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

4.4 ***Financing***. Purchaser has, and at the Closing will have, (i) sufficient cash on hand or other sources of funds immediately available to pay the Purchase Price in accordance with the

terms hereof and any other payments required hereunder and any expenses incurred or required to be paid by Purchaser in connection with the Transactions, and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Related Documents.

4.5 ***Solvency***. Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Sellers. Immediately after giving effect to all of the Transactions, including the making of the payments contemplated by Section 2.8, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code.

4.6 ***Litigation***. There is no Action pending or, to Purchaser's Knowledge, formally threatened against Purchaser that would be reasonably be expected to prevent or materially impair or delay Purchaser's performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

4.7 ***Brokers and Finders***. None of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Sellers to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

4.8 ***Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties***.

(a) Purchaser acknowledges that it and its representatives have received access to certain books and records, facilities, equipment, contracts and other assets of the Business. Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Sellers, the Business, the Transferred Assets and the Assumed Liabilities.

(b) Except for the representations and warranties expressly made by the Sellers in Article 3, Purchaser acknowledges and agrees that (i) the Sellers are not making and have not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Transferred Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Sellers has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3.

(c) Other than the representations and warranties expressly set forth in Article 3, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Sellers and their Affiliates have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Sellers and their Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 and disclaims reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3.

(d) Notwithstanding the foregoing, nothing in this Section 4.8 or elsewhere in this Agreement shall limit Purchaser's recovery rights in the event of Fraud.

4.9 ***No Other Representations or Warranties*.** Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Sellers or their representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives. Purchaser acknowledges and agrees that the enforceability of this Agreement against the Sellers is subject to entry of the Sale Order.

ARTICLE 5
BANKRUPTCY COURT MATTERS

5.1 ***Competing Transaction***. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Sellers of higher or better competing bids in respect of all or any part of the Transferred Assets (whether in combination with other assets of the Sellers or otherwise) (each, a "***Competing Bid***"). From the date hereof (and any prior time) and until the entry of the Sale Order, the Sellers are permitted to, and to cause their representatives to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates and representatives) in connection with any sale or other disposition of the Transferred Assets consistent with the Bid Procedures Order; *provided, however* that, as set forth in the Bid Procedures, unless the Bankruptcy Court orders otherwise, the Sellers may not consider any bids or subsequent bids submitted following the Auction. In addition, the Sellers shall have the authority to respond to any inquiries or offers to purchase all or any part of the Transferred Assets (whether in combination with other assets of the Sellers or otherwise) and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bid Procedures Order or other applicable Law, including supplying information relating to the Business and the assets of the Sellers to prospective purchasers.

5.2 ***Bankruptcy Court Filings***.

(a) Subject to Section 5.1, the Sellers shall take all actions as may be reasonably necessary to cause the Sale Order to be issued and entered by the Bankruptcy Court and become a Final Order, including furnishing affidavits, declarations or other documents or information for

filing with the Bankruptcy Court, which Sale Order shall provide for the transfer of the Transferred Assets and the Assumed Liabilities to Purchaser Free and Clear from all successor or transferee Liability to the fullest extent permitted by Section 363 of the Bankruptcy Code. The Sellers shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the Transactions are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bid Procedures Order and the Sale Order, or such other Order), subject to rights otherwise arising from this Agreement, the Sellers shall use commercially reasonable efforts to take all reasonable actions as may be necessary to prosecute and defend such appeal, petition or motion and obtain an expedited resolution thereof.

(b) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, the Sale Order, including, sharing, in advance of filing, any drafts thereof. The Sellers shall promptly provide Purchaser and their outside legal counsel with copies of all notices, filings and orders of the Bankruptcy Court that the Sellers have in their possession (or receives) pertaining to the Sale Order, or any other order related to any of the Transactions, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court. The Sellers shall not seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Cases has been appealed, in each case, without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed) and after the consultation with the Committee.

5.3 ***No Successor Liability***. The Parties agree that the Sale Order shall provide that to the fullest extent permitted under Section 363(f) of the Bankruptcy Code, (a) Purchaser shall not be liable for any Liability or Lien (other than Assumed Liabilities and Permitted Liens) against the Sellers who are a debtor in the Bankruptcy Cases or any of their predecessors; and (b) Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Transferred Assets or any Liabilities of the Sellers who are a debtor in the Bankruptcy Case arising on or prior to the Closing Date.

ARTICLE 6
PRE-CLOSING COVENANTS

6.1 ***Conduct of Business***. Except (i) as set forth on Schedule 6.1, (ii) with the prior written consent of Purchaser (which consent will not be unreasonably withheld, delayed or

conditioned), (iii) as is expressly contemplated by this Agreement, or (iv) as is required by applicable Law, including in connection with public reporting Laws and obligations (including the Securities and Exchange Act of 1934, as amended) or applicable stock exchange rule or policy, or by Order of the Bankruptcy Court, from the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms:

(a) The Sellers shall maintain and preserve their respective assets and properties constituting Transferred Assets, in good working order, condition and repair consistent with past practice, and comply with all applicable Laws and Orders applicable to the Transferred Assets or the Business; and

(b) The Sellers shall not:

(i) (A) sell, license, abandon, convey, transfer, assign, divest, or otherwise dispose of any asset or property constituting Transferred Assets other than, in each case, inventory and obsolete assets sold or otherwise disposed of in the ordinary course of business consistent with past practice or (B) effect any sale (whether by merger, consolidation, acquisition of stock or assets or otherwise) of the Business;

(ii) create or assume any mortgage or pledge, or impose any Lien on, or in any other way encumber, any asset or property constituting Transferred Assets, including any Transferred Intellectual Property except (A) for Permitted Liens or (B) as required by applicable Law;

(iii) grant any release, waiver, covenant not to sue, or similar right in any Seller IP or Transferred Intellectual Property;

(iv) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any business or any corporation, partnership or other business organization or otherwise acquire any assets, that as of the Closing would constitute Transferred Assets, except for the acquisition of assets and inventory in the ordinary course of business consistent with past practice;

(v) change its present accounting methods or principles, except as required by GAAP or applicable Law;

(vi) make or change any Tax election, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment or surrender any right to claim a refund of Taxes (other than in the ordinary course of business or as required by applicable Law), in each case that could have a material adverse effect on the amount of Taxes due from the Business or due with respect to the Transferred Assets for a taxable period (or portion thereof) beginning after the Closing Date;

(vii) enter into any Contract that materially limits or otherwise restricts in any respect the conduct of the Business or the use or saleability of the Transferred Assets or that would reasonably be expected to, after the Closing Date, limit or restrict in any material respect the Business or Purchaser's use of the Transferred Assets

(viii) liquidate, dissolve, recapitalize or otherwise wind up its operations related to the Transferred Assets or the Business; *provided*, *however*, that in the event Purchaser fails to notify Sellers by 1:00 p.m. (prevailing Pacific Time) on August 21, 2024 that it has entered or agreed to enter into a lease or other binding contractual arrangement with the landlord covering all or any portion of the real property comprising the Lab Lease (such arrangement, the "***New Lease***"), the Sellers shall be entitled to cease operation of the Business, including, without limitation, by notifying healthcare providers and other third Persons of the same and by discontinuing the acceptance and processing of testing materials;

(ix) make any material loans, advances or capital contributions to, or investments in, any other Person, other than advances to employees in the ordinary course of business consistent with past practice;

(x) make or incur any capital expenditure in respect of the Business that, individually, is in excess of $50,000 or make or incur any such capital expenditures that, in the aggregate, are in excess of $150,000, other than capital expenditures in respect of the Business currently approved in writing or otherwise disclosed to Purchaser prior to the date hereof;

(xi) cancel or alter any insurance coverage; or

(xii) enter into a binding agreement or agree, whether in writing or otherwise, to do any of the foregoing.

(c) Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Purchaser or any of its Affiliates, directly or indirectly, any right to control or direct the Business, assets and operations prior to the Closing. Prior to the Closing, the Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its Business, assets and operations.

6.2 ***Access to Information; Confidentiality***.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement, the Sellers shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice (and in the event of a facility visit request, at least two (2) Business Days prior notice), and subject to any reasonable limitations resulting from any Public Health Measures, to the personnel, employees, properties, offices, plants, facilities, book and records of the Sellers related to the Business or the Transferred Assets; *provided*, *however*, that (i) all requests for access shall be directed to Kevin Sun (ksun@dermtech.com) and Ray Akhavan (rakhavan@dermtech.com) or such other person as the Sellers may designate in writing from time to time (the "***Seller Access Contact***"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Sellers, (iii) the Sellers shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2(a), (iv) Purchaser shall have no right to perform invasive or subsurface investigations or conduct any soil, water, air or vapor sampling or analysis of environmental media, including, without limitation, any

Phase I or Phase II environmental site assessments,(v) such access or related activities would not cause a violation of any agreement to which a Seller is a party, (vi) no Personal Information shall be disclosed or used other than in compliance with Privacy Requirements and (vii) nothing herein shall require the Sellers or their representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege, or (B) legal counsel for the Sellers reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to applicable Law or applicable stock exchange rule or policy.

(b) Notwithstanding anything to the contrary contained in this Agreement, from the date of this Agreement until the Closing Date, Purchaser shall not, and shall cause its representatives not to, have any contact or discussions concerning the Business, the Transaction or any other matters relating to the foregoing with any Person known to Purchaser to be a lender, borrower, creditor, guarantor, business partner, bank, tenant, franchisee, noteholder, or other material business relation of the Sellers, in each case, without the prior written consent (email being sufficient) of the Seller Access Contact (which consent may be withheld in the Sellers' sole discretion and, if given, may be conditioned on the Seller Access Contact or his or her designee having the right to participate in any meeting or discussion). Notwithstanding the foregoing, nothing herein shall prevent Purchaser from communicating or otherwise having contact with its suppliers, vendors, customers and potential customers, lenders, financial partners and advisors, strategic and business partners or other material business relations in the ordinary course of business.

(c) Any information provided by the Sellers or their representatives to Purchaser or its representatives pursuant to this Section 6.2 is confidential information and subject to the terms and conditions of, and the restrictions contained in, the Confidentiality Agreement. Purchaser agrees to be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Effective upon (and only upon) the Closing and subject to the terms thereof, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability or obligation thereunder except with respect to any confidential information provided to or obtained by Purchaser or its representatives concerning the Sellers (and not the Business), which information shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

(d) Notwithstanding anything to the contrary contained herein, nothing in this Section 6.2 shall limit the ability of the Parties or any of their respective Affiliates to make any disclosure to their respective tax advisors or any taxing authority or other Governmental Authority.

6.3 ***Efforts to Consummate***. Except as otherwise provided in this Agreement (including Section 5.1), each of the Parties agrees to use its reasonable best efforts to cause the Closing to occur as promptly as practicable, including satisfying the conditions precedent set forth in Article 8 applicable to such Party including executing any additional instruments reasonably requested by the other Party (without cost or expense to the executing Party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; *provided*, *however*, that, for purposes of the "reasonable best efforts" standard as required by this Section 6.3,

Section 6.4 or Section 6.5, neither Party nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party, to waive or surrender any right, to modify any agreement or to provide financing to Purchaser for the consummation of the Transactions.

6.4 ***Notices and Consents***. Reasonably promptly following the execution of this Agreement, the Sellers will give, or cause to be given, applicable notices to third parties and thereafter will use their commercially reasonable efforts (as limited by Section 6.3) to obtain the third-party consents set forth on Schedule 6.4; *provided*, *however*, that no representation, warranty or covenant of the Sellers shall be breached or deemed breached as a result of (a) the failure to obtain any such third-party consent, provided the Sellers are otherwise in compliance with the terms of this Section 6.4, (b) any termination of a Contract as a result of the failure to, or Purchaser's election not to, obtain such third-party consent or (c) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such consent or any such termination.

6.5 ***Regulatory Matters and Approvals***.

(a) Each of Purchaser and the Sellers will provide any notices to and make any filings with any Governmental Authority that are necessary to consummate the Transactions, including to assign or transfer the Permits to Purchaser or its designated Affiliate. Without limiting the generality of the foregoing, the Sellers and Purchaser shall prepare and file as promptly as practicable all documentation to effect any necessary notices, reports and other filings and to obtain as promptly as practicable all Consents, clearances, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any Governmental Authority in order to consummate the Transactions.

(b) Without limiting the generality of the foregoing: (i) each of the Parties shall, and shall cause its subsidiaries and Affiliates to, use its reasonable best efforts to promptly take any and all actions necessary or advisable to avoid, eliminate or resolve each and every impediment and obtain all clearances, consents, approvals and waivers under the HSR Act, the Sherman Antitrust Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign statutes, rules, regulations, Orders, decrees, administrative or judicial doctrines or other Laws designed or intended to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or to prohibit, restrict or regulate actions by foreigners to acquire interests in or control over domestic equities, securities, entities, assets, land or interests, in each case for compliance with public order or security or national security or similar considerations (collectively "***Antitrust Laws***") that may be required by any Governmental Authority, so as to enable the Parties to cause the Closing to occur as soon as practicable and in any event prior to the Outside Date.

(c) Nothing in this Section 6.5 or otherwise in this Agreement, shall require Purchaser (i) to take any action that would prohibit or limit in any respect, or place any conditions on, the acquisition, ownership or operation by Purchaser or its Affiliates of the Transferred Assets, the ownership or operation by Purchaser or its Affiliates of all or any portion of their respective businesses or assets, or compel Purchaser or its Affiliates to dispose of, divest, hold separate or license all or any portion of their respective businesses, assets or intellectual property rights,

respectively, in each case as a result of the Transactions or to engage in any litigation with respect to the Transactions pursuant to the Antitrust Laws.

(d) Each Party will promptly notify the other Party of any written or oral communication made to or received by Purchaser, the Sellers or both, as the case may be, from any Governmental Authority regarding the Transactions, and, subject to applicable Law and applicable stock exchange rules and policies, (i) permit the other Party to review in advance any proposed written communication to any such Governmental Authority and incorporate the other Party's reasonable comments, (ii) not agree to participate in any substantive meeting or discussion with any such Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement or the Transactions unless, to the extent reasonably practicable, it consults with the other Party in advance, and, to the extent permitted by such Governmental Authority, give the other Party the opportunity to attend, and (iii) subject to Section 6.2, furnish the other Party with copies of all correspondence, filings and written communications between them and their Affiliates and their respective representatives on one hand and any such Governmental Authority or its staff on the other hand, with respect to this Agreement and the Transactions; *provided*, *however*, that this Agreement shall not obligate either Party to disclose to the other Party such portions of any proposed or final correspondence, filing or other written communication with a Governmental Authority or its staff as the party to such correspondence, filing or communication may reasonably deem competitively-sensitive, privileged or confidential vis-à-vis the other party, except that it shall disclose matters to the external counsel of the other Party to the extent reasonably necessary in order to enable the Party to fulfill its cooperation obligations in this Section 6.5.

(e) Purchaser and the Sellers shall not (i) withdraw any filing or notification under any Antitrust Laws or (ii) extend or consent to any extension of any applicable waiting or review period or enter into any agreement with a Governmental Authority to not consummate the Transactions, except upon the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

6.6 ***Public Announcements***. Between the date of this Agreement and the Closing Date, except to the extent required by applicable Law, neither Purchaser nor the Sellers shall, and Purchaser and the Sellers shall cause their respective Affiliates and representatives not to, directly or indirectly, issue any press release or public announcement of any kind without the prior written consent of Purchaser (in the case of a press release or public announcement by the Sellers) and the Sellers (in the case of a press release or public announcement by Purchaser); *provided*, *however*, that each Party and its Affiliates may make announcements from time to time to their respective employees, customers, suppliers and other business relations and otherwise as such Party may reasonably determine is necessary to comply with applicable Law or the requirements of this Agreement, or any other agreement to which such Party or any such Affiliate is a party; *provided*, *further*, that nothing herein shall prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that it determines in good faith, based on consultation with counsel, that such disclosure is required by Law, Order or stock exchange rule, policy or listing agreement (including any filings required to be made by any of the Parties or their respective Affiliates on Form 8-K, Form 13D or otherwise pursuant to securities Laws), in which case the Party making such determination shall, if practicable under the circumstances, use reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of its issuance or publication (it being understood and hereby agreed

that the final form and content of any such release or announcement, as well as the timing of any such release or announcement shall be at the final discretion of the disclosing party). Purchaser and the Sellers shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the Parties.

6.7 ***Update of Schedules; Knowledge of Breach***.

(a) From time to time prior to the date that is five (5) Business Days prior to the Closing Date, the Sellers may supplement or amend the Seller Disclosure Schedules with respect to any matter, other than any Tax matter, hereafter first arising or discovered in the ordinary course of business and in accordance with Section 6.1 which if existing or known by the Sellers at the date of this Agreement would have been required to be set forth or described in such Schedules. Any such supplemental or amended disclosure shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied. From and after the Closing, references to the Schedules shall be references to the Schedules as supplemented, modified or updated in accordance with this Section 6.7.

(b) If, prior to the Closing, the Sellers or Purchaser shall have reason to believe that any breach of a representation or warranty of the Sellers has occurred (in the case of Purchaser, other than through notice from the Sellers), such Party shall promptly so notify the other Party, in reasonable detail. Such notice shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied or otherwise.

(c) Nothing in this Agreement, including this Section 6.7, shall imply that the Sellers are making any representation or warranty as of any date other than the date hereof and the Closing Date (other than representations and warranties that expressly relate to an earlier date).

6.8 ***Notification of Certain Matters***. Until the Closing, each Party shall promptly notify the other Party in writing of any event, change, circumstance, condition, state of facts, occurrence, development or effect of which it is aware that will or is reasonably likely to result in the failure of any of the conditions set forth in Article 8 to be satisfied, and the Sellers shall promptly notify Purchaser in writing of (a) any event, change, circumstance, condition, state of facts, occurrence, development or effect of which it is aware that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) any notice or other communication from any Governmental Authority in connection with the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Transactions, or (c) any Actions commenced or, to the Knowledge of the Sellers, threatened against the Sellers or their Affiliates relating to, involving or otherwise affecting the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Transactions.

6.9 ***Removal of Transferred Assets***. Unless Purchaser enters into a New Lease as contemplated in Section 6.1(b)(viii) providing for Purchaser's continued occupancy of the premises which are the subject of the Lab Lease, then Purchaser agrees that it shall permanently remove all personal property comprising the Transferred Assets from the premises which are the

subject of the Lab Lease, and shall have otherwise ceased occupying such premises, as of no later than August 30, 2024.

ARTICLE 7
POST-CLOSING COVENANTS

7.1 ***Access to Information; Books and Records***.

(a) Until the earlier of the closure of the Bankruptcy Cases and two (2) years after the Closing Date, Purchaser and its Affiliates shall (i) afford the Sellers and their representatives (including any trustee of a litigation trust or liquidation trust established pursuant to a plan of reorganization or liquidation of the Sellers) reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of the Business to the extent relating to periods prior to the Closing for purposes relating to the Bankruptcy Cases or the wind-down of the operations of the Sellers and shall permit the Sellers and their representatives (including any trustee of a litigation trust or liquidation trust established pursuant to a plan of reorganization or liquidation of the Sellers) to examine and copy such books and records to the extent reasonably requested by the Sellers (or any trustee of a litigation trust or liquidation trust established pursuant to a plan of reorganization or liquidation of the Sellers) for such purpose, *provided*, that any such access shall be subject to any reasonable limitations resulting from any Public Health Measures, and (A) all requests for access shall be directed to Burkhard Jansen burkhardjansen1@gmail.com, with a copy to (which will not constitute notice) Frank Koranda fkoranda@polsinelli.com) or such other person as Purchaser may designate in writing from time to time (the "***Purchaser Access Contact***"), (B) such activities do not unreasonably interfere with the ongoing business or operations of the Business or Purchaser, and (C) Purchaser shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 7.1(a), and (ii) cause its representatives to furnish all information reasonably requested by the Sellers or their representatives (any trustee of a litigation trust or liquidation trust established pursuant to a plan of reorganization or liquidation of the Sellers) in connection with financial or regulatory reporting, audit, third party litigation, preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose in connection with the Business or the Transactions to the extent relating to periods prior to the Closing; *provided*, *however*, that nothing in this Section 7.1 shall require Purchaser to furnish to the Sellers or their respective representatives any material that (A) is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege, (B) may not be disclosed pursuant to applicable Law, (C) is pertinent to any litigation in which the Sellers or any of its Affiliates, on the one hand, and Purchaser or any of its Affiliates, on the other hand, are engaged, (D) constitutes Personal Information other than in compliance with Privacy Requirements or (E) legal counsel for Purchaser reasonably concludes may give rise to antitrust or competition law issues or violate a protective order.

(b) The Sellers acknowledge that they and their Affiliates are aware of Business Confidential Information and that the disclosure of such Business Confidential Information to third parties could be detrimental to Purchaser and its Affiliates. The Sellers covenant that from and after the Closing and for so long as the Business Confidential Information otherwise remains confidential, they will not, and will direct their Affiliates not to, disclose such Business

Confidential Information without Purchaser's prior written consent, except as may be required (including as determined in good faith by outside counsel to the Sellers) in connection with public reporting Laws and obligations (including the Securities and Exchange Act of 1934, as amended) or applicable stock exchange rules and policies, *provided* that the Sellers have complied with all of the requirements of Section 7.1(d). If requested or required (including as determined in good faith by outside counsel to the Sellers) in connection with a legal proceeding or investigation by a Governmental Authority (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) or pursuant to applicable Law, including in connection with public reporting Laws and obligations (including the Securities and Exchange Act of 1934, as amended) or applicable stock exchange rule or policy to disclose any Business Confidential Information, the Sellers agree to provide Purchaser with prompt written notice of such request so as to allow Purchaser (at Purchaser's sole cost and expense) to seek an appropriate protective order (if applicable) and/or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Sellers or their representatives are, as advised by the Sellers' counsel, required to disclose Business Confidential Information, the Sellers shall disclose only that portion of such information as is legally required; *provided*, that the Sellers will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such information if requested by Purchaser and at Purchaser's sole cost and expense.

(c) After the Closing, and without limiting the generality of Section 7.1(b) and without prejudice to the obligations of the Sellers pursuant to Section 7.1(a), the Sellers shall use commercially reasonable efforts to ensure that their employees: (a) hold in confidence, using at least the same degree of care that the Sellers use to protect their own confidential information, but in no event less than a reasonable degree of care, all trade secrets and confidential information included in the Transferred Intellectual Property; (b) not use or otherwise exploit, for any purpose, any Transferred Intellectual Property; and (c) not disclose any trade secrets or confidential information included in the Transferred Intellectual Property to any third Person, without Purchaser's prior written consent, except in connection with any requirements of applicable Law, *provided* that the Sellers have complied with all of the requirements of Section 7.1(d).

(d) If the Sellers are required (including as determined in good faith by outside counsel to the Sellers) under applicable Law, including in connection with public reporting Laws and obligations (including the Securities and Exchange Act of 1934, as amended) or applicable stock exchange rule or policy, or requested or required in connection with a legal proceeding or investigation by a Governmental Authority (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Business Confidential Information, or any trade secret or confidential information included in the Transferred Intellectual Property, the Sellers agree to provide Purchaser with prompt written notice of such requirement or request so as to allow Purchaser (at Purchaser's sole cost and expense) to seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Sellers or their representatives are, as advised by the Sellers' counsel, required to disclose any Business Confidential Information, or any trade secret or confidential information included in the Transferred Intellectual Property, the Sellers shall notify Purchaser of the planned disclosure and its scope, and may disclose only the minimum portion of such information as is legally required; *provided*, that the Sellers will exercise commercially reasonable efforts to obtain assurance that

confidential treatment will be accorded such information, if requested by Purchaser and at Purchaser's sole cost and expense

7.2 ***Post-Closing Receipt and Possession of Assets***.

(a) After the Closing Date, the Sellers shall transfer to Purchaser from time to time, on a quarterly basis or, if not reasonably feasible, as promptly as practicable thereafter, any payments constituting Transferred Assets received by the Sellers. After the Closing Date, Purchaser shall transfer to the Sellers from time to time, on a quarterly basis or, if not reasonably feasible, as promptly as practicable thereafter, any payments constituting Excluded Assets, including any accounts receivable constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any other Excluded Asset, Purchaser shall promptly notify the Sellers of its receipt or possession of such other Excluded Asset and transfer, if so requested by the Sellers, at the Sellers' expense, such Excluded Asset to the Sellers. In the event that, after the Closing Date, the Sellers receive or otherwise are in possession of any other Transferred Asset, the Sellers shall promptly notify Purchaser of their receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense (unless the Sellers were required to transfer such Transferred Asset to Purchaser at Closing, in which case, and without limitation of any other remedies available to Purchaser, such transfer will be at the Sellers' expense), such Transferred Asset to Purchaser.

7.3 ***Tax Matters***.

(a) The Sellers shall be responsible for preparing or causing to be prepared all Tax Returns in respect of the Transferred Assets and the Business for taxable periods ending on or before the Closing Date (each, a "***Pre-Closing Tax Period***") that are required to be filed after the Closing. After the Closing, Purchaser will assist and cooperate with the Sellers in preparing such Tax Returns.

(b) Purchaser shall prepare and timely file or cause to be prepared and timely filed (taking into account all extensions properly obtained) all Tax Returns in respect of the Transferred Assets and the Business that are required to be filed for any taxable period that begins after the Closing Date.

(c) The Sellers shall be liable for all Taxes with respect to any Pre-Closing Tax Period, including any Seller Taxes, and Purchaser shall be liable for all Taxes with respect to any Post-Closing Tax Periods. For purposes of this Agreement, the Taxes imposed on a periodic basis with respect to the assets in respect of the Transferred Assets for any taxable period that begins prior to the Closing Date and ends after the Closing Date (each, a "***Straddle Period***") shall be allocated between Sellers and Purchaser as follows: (i) Taxes based on or measured by sales or use, employment, or withholding or otherwise imposed on a transactional basis allocated to the portion of such Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and (ii) any other Taxes shall be allocated to the portion of such Straddle Period ending on the Closing Date by prorating the amount of such Tax for the entire taxable period per diem.

(d) After the Closing, each of the Sellers and Purchaser shall (and shall cause their respective Affiliates to), at the expense of the requesting party:

(i) assist and cooperate in good faith with the requesting party in the filing of any Tax Return in respect of in respect of the Transferred Assets and the Business that is required to be filed for a Straddle Period;

(ii) reasonably cooperate, as and to the extent reasonably requested by the other party, any audit, litigation or other dispute with respect to Taxes related to the, the Business or the Transferred Assets. The Purchaser and the Sellers further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate or reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated under this Agreement) with respect to the transactions contemplated by this Agreement. Each party shall provide the other with at least ten (10) days prior written notice before destroying any such books and records with respect to Taxes pertaining to the Transferred Assets, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records;

(iii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other Party as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Transferred Assets for any Pre-Closing Tax Period or Straddle Period;

(iv) furnish the other Party with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Transferred Assets for a Pre-Closing Tax Period or Straddle Period, and furnish the other Party with copies of all records and documents relating to Taxes related to the Transferred Assets for a Pre-Closing Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other Party);

(v) within a reasonable time after the Purchaser or the Sellers receives notice of any deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim related to Taxes pertaining to Transferred Assets with respect to any Pre-Closing Tax Period (a "***Tax Contest***"), the Purchaser will notify Sellers in writing of such Tax Contest (or, if the Sellers receive such notice, Sellers will notify the Purchaser); and

(vi) The Purchaser shall have sole control over any Tax Contest relating to a Straddle Period and to any taxable period that begins after the Closing Date, *provided* that Purchaser shall not settle or compromise any Tax Contest that relates in whole or in part to any portion of the Straddle Period that ends on the Closing Date without the consent of the Sellers (which consent not to be unreasonably withheld, delayed or conditioned) and consultation with the Committee.

7.4 ***Employee Matters***.

(a) Schedule 7.4(a) sets forth the names (where permitted under applicable privacy Laws) or other employee identifier of all individuals who are (i) employees or workers of the Sellers or a professional employer organization as of the date hereof and (x) whose job responsibilities relate to the, operation or use of the Transferred Assets and/or the Business or who provide services in connection with the Transferred Assets and/or the Business, or (y) whom Purchaser and the Sellers have otherwise designated as Scheduled Employees (the employees set forth on Schedule 7.4(a), as such Schedule may be updated in accordance with this Section 7.4(a), the "***Scheduled Employees***"), and (ii) independent contractors, consultants, or other service providers of the Sellers as of the date hereof and (x) who provide services in connection with the operation or use of the Transferred Assets and/or the Business or (y) whom Purchaser and the Sellers have otherwise designated as Scheduled Contractors (the independent contractors, consultants, or other service providers set forth on Schedule 7.4(a), the "***Scheduled Contractors***"). Schedule 7.4(a) also sets forth, for each Scheduled Employee or Scheduled Contractor as applicable, the Scheduled Employee's or Scheduled Contractor's job title or responsibilities, date of hire or engagement, annual base salary or hourly wage rate (as applicable) or fee, target bonus opportunity for 2024 (if applicable), statutory or contractual notice period if not employed at will, and whether such Scheduled Employee is an Offer Employee (the "***Scheduled Workers Schedule***"). The Scheduled Workers Schedule shall be held in confidence and shall not be filed with the Bankruptcy Court (unless under seal). From time to time following the date hereof (and not later than three (3) Business Days prior to the expected Closing Date), (i) Purchaser may, after reasonable advance consultation with the Sellers, add any employee, independent contractor, consultant or other service provider of the Sellers or any professional employer organization whose who provide services in connection with the operation or use of the Transferred Assets or the Business to the Scheduled Workers Schedule, and (ii) to the extent necessary, the Sellers shall, in consultation with and following the approval of Purchaser, update the Scheduled Workers Schedule to reflect any changes thereto.

(b) Purchaser shall, subject to applicable Laws, have reasonable access to the Offer Employees and the relevant terms of their employment (including benefits) and the Scheduled Contractors and the relevant terms of their engagement for the purposes of preparing to make offers of employment or engagement, though shall not contact any Offer Employee or Scheduled Contractor without the Sellers' consent (such consent not to be unreasonably delayed or withheld). Upon Purchaser's request, the Sellers will provide to the Offer Employees selected by Purchaser a separation agreement in a form approved by Purchaser which will contain a waiver of any severance entitlement that the applicable Offer Employees would be eligible to receive due to their employment transfer to Purchaser as part of the Transactions. At least 5 Business Days prior to the expected Closing Date, Purchaser shall deliver to the Sellers the form of written offer of employment that is to be provided to the Offer Employees Purchaser intends to offer employment in accordance with the requirements set out in this Section 7.3(a), and the form of written independent contractor or consulting agreement that is to be provided to the Scheduled Contractors Purchaser intends to offer engagement, and in each case agrees to consider in good faith any comments provided by the Sellers on such form. No later than 1 Business Days prior to the expected Closing Date, Purchaser shall offer employment in writing to each of the Offer Employees it has selected and offer engagement in writing to each Scheduled Contractor it has selected, in each case, in its sole discretion, effective as of the Closing. For the avoidance of doubt,

except as provided in Section 7.4(b), Purchaser shall have the right to offer employment to such Offer Employees and offer engagement to such Scheduled Contractors as it shall determine in its sole discretion, and, is not obligated to make offers to or to hire any Offer Employee or to make offers to or engage any Scheduled Contractors (including any Offer Employee who is provided with, but refuses to sign, a separation agreement as contemplated above in this Section 7.4(b)). No later than 1 Business Days prior to the expected Closing Date, Purchaser shall deliver to the Sellers a list identifying: each Offer Employee who has then accepted Purchaser's offer of employment (each Offer Employee who accepts such offer on or prior to the Closing Date, successfully fulfills the conditions of such offer, as determined in Purchaser's sole discretion, and actually commences employment with Purchaser, a "***Continuing Offer Employee***"), each Offer Employee who has then rejected Purchaser's offer of employment or engagement, each Scheduled Contractor who has then accepted Purchaser's offer of engagement (each Scheduled Contractor who accepts such offer on or prior to the Closing Date, successfully fulfills the conditions of such offer, as determined in Purchaser's sole discretion, and actually commences engagement with Purchaser, a "***Continuing Contractor***"), and each Scheduled Contractor who has then rejected Purchaser's offer of employment or engagement. Effective immediately prior to the Closing, the Sellers will terminate the employment of the Continuing Offer Employees and the engagement of the Continuing Contractors and will terminate the participation of all Continuing Offer Employees, if applicable, in the Seller Benefit Plans.

(c) Except to the extent otherwise required by applicable Law, for not less than 12 months following the Closing Date (the "***Protected Period***"), Purchaser shall provide each Continuing Offer Employee who becomes employed by Purchaser (the "***Continuing Employees***"), for so long as he or she remains employed with Purchaser during the Protected Period, with: (i) annual base salary or hourly wage rate and cash target incentive compensation opportunities (for the avoidance of doubt, excluding equity incentives) that are no less favorable, in each case, than the annual base salary or hourly wage rate and cash target incentive compensation opportunities provided to such Continuing Employee by the Sellers immediately prior to the Closing Date and (ii) other employee benefits that are substantially comparable to those provided to such Continuing Employee as in effect immediately prior to the Closing Date (with such comparability analysis excluding any defined benefit pension plans, retiree welfare benefits, equity incentive compensation, and nonqualified deferred compensation). Each of the Parties shall use commercially reasonable efforts to cause the employment of each Continuing Employee to be transferred to or assumed by Purchaser and its Affiliates in a manner such that his or her employment shall be considered continuous and uninterrupted employment under applicable Laws. Purchaser shall, or shall cause an Affiliate to, recognize the service of Continuing Employees under any Seller Benefit Plan prior to the Closing Date as service with Purchaser under any employee pension benefit plan and employee welfare benefit plan and policy maintained by Purchaser which is made available to the Continuing Employees following the Closing Date by Purchaser for purposes of any waiting period, vesting and eligibility, severance entitlements, and the level of vacation pay accrual such that the Sellers shall not be required to pay any severance payments or other separation benefits (including the employer-paid portion of any employment taxes) to any Continuing Employees after the Closing; *provided*, that Purchaser is not required to count such service of the Continuing Employees prior to the Closing Date in calculating the amount of an employee's benefit under Purchaser's plan or policy; and, *provided further*, that such crediting shall not result in the duplication of benefits with respect to any Continuing Employee. In addition, Purchaser shall use commercially reasonable efforts to waive, or cause its insurance

carriers to waive, all limitations as to pre-existing conditions, if any, with respect to participation and coverage requirements applicable to Continuing Employees under any employee welfare benefit plan (as defined in Section 3(1) of ERISA) which is made available to Continuing Employees following the Closing Date by Purchaser.

(d) With respect to any Continuing Employee whose non-immigration authorization to work in the United States is based on an employer-sponsored petition, such as an H1B, the Sellers agrees to work with Purchaser in support of the transfer of sponsorship applicable to the Continuing Employee's employment authorization. Purchaser shall use commercially reasonable efforts to obtain any sponsorship license (or local equivalent) necessary to employ the Continuing Employees outside the United States requiring a sponsored visa (each, a "***Non-US Visa Employee***") prior to Closing and (ii) the appropriate visa or other work authorization for each Non-US Visa Employee as soon as reasonably practicable following the earliest permitted date under applicable Law.

(e) The provisions of this Section 7.3(a) are solely for the benefit of the Parties to the Agreement, and no Continuing Employee (including any beneficiary or dependent thereof), Continuing Contractor or any other Person shall be regarded for any purpose as a third-party beneficiary of the Agreement, and no provision of this Section 7.3(a) shall create such rights in any such persons with respect to the compensation, terms and conditions of employment or benefits that may be provided to any such employee or beneficiary or dependent by Sellers, Purchaser or any of their respective Affiliates or under any benefit plan (including any Seller Benefit Plans) which Sellers, Purchaser or any of its Affiliates may maintain, other than what is legally required in accordance with applicable Laws. Nothing in this Agreement is intended to (i) be treated as an amendment of any particular Seller Benefit Plan, (ii) prevent Purchaser or any of its Affiliates from amending or terminating any compensation or benefit plan of Purchaser or its Affiliates on or after the Closing Date in accordance with the terms of such plan or applicable Law, or (iii) prevent Purchaser or any of its Affiliates from terminating the employment or engagement of any Continuing Employee or Continuing Contractor.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 ***Conditions to Each Party's Obligation***. The respective obligations of the Parties to effect the Transactions are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Sellers and Purchaser), at or prior to the Closing, of each of the following conditions:

(a) No Injunctions or Restraints. No Order or Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, on terms reasonably acceptable to the Purchaser, and such order shall be in full force and effect and not subject to a stay, vacation or reversal.

8.2 ***Conditions to Obligation of Purchaser***. The obligation of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Purchaser), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) Each of the Fundamental Seller Representations shall be true and correct in all material respects as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be true and correct in all material respects as of such date), and (ii) each of the other representations and warranties of the Sellers set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to materiality (including the word "material"), "Material Adverse Effect" or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), except, with respect to this clause "(ii)" only, where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Sellers shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by them under this Agreement at or prior to the Closing.

(c) No Material Adverse Effect. During the period from the date of this Agreement through the Closing Date, there shall not have occurred any Material Adverse Effect.

(d) Sale Order. The Bankruptcy Court shall have entered the Sale Order in form satisfactory to Purchaser in its reasonable discretion.

(e) Closing Deliverables. The Sellers shall have delivered to Purchaser the closing deliverables required to be delivered by the Sellers pursuant to Section 2.7(a) and Section 2.7(c).

8.3 ***Conditions to Obligations of the Sellers***. The obligation of the Sellers to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Sellers), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) Each of the Fundamental Purchaser Representations shall be true and correct in all material respects as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be true and correct in all material respects as of such date), and (ii) each of the other representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to materiality (including the word "material") or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), except, with respect to this clause "(ii)" only, where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate,

prevent or materially impair or delay Purchaser's performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

(b) Performance of Covenants and Obligations. Purchaser shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing.

(c) Closing Deliverables. Purchaser shall have delivered to Sellers the closing deliverables required to be delivered by Purchaser pursuant to Section 2.7(a) and Section 2.7(b).

ARTICLE 9
TERMINATION

9.1 ***Events of Termination***. Notwithstanding anything to the contrary, this Agreement may be terminated, and the Transactions may be abandoned, at any time prior to the Closing as follows:

(a) by mutual written consent of Purchaser and the Sellers;

(b) by Purchaser, if (i) the Sellers withdraw the Sale Motion, (ii) the Sellers move to voluntarily dismiss the Bankruptcy Cases or the Bankruptcy Court otherwise orders, (iii) the Sellers move for conversion of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code or the Bankruptcy Court otherwise orders, or (iv) the Sellers move for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases or the Bankruptcy Court otherwise orders;

(c) by Purchaser, by written notice from Purchaser to the Sellers, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement, and such breach or inaccuracy would result in a failure of any of the conditions in Section 8.1 or Section 8.2 to be satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Sellers prior to the earlier of (i) 20 Business Days after receipt of written notice from Purchaser requesting such breach or inaccuracy be cured or (ii) the Outside Date; *provided*, *however*, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach or inaccuracy, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(d) by the Sellers, by written notice from the Sellers to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, and such breach or inaccuracy would result in a failure of any of the conditions in Section 8.1 or Section 8.3 to be satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) 20 Business Days after receipt of written notice from the Sellers requesting such breach or inaccuracy be cured or (ii) the Outside Date; *provided*, *however*, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to the Sellers if the failure of the Sellers to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach or

inaccuracy, or if the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement;

(e) by Purchaser or the Sellers, by written notice from Purchaser or the Sellers to the other, if (i) any Governmental Authority of competent jurisdiction shall have issued an Order, enacted any Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders or (ii) the Bankruptcy Court rules that it does not approve this Agreement for any reason; *provided*, *however*, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to the Party seeking to terminate if any action of such Party or any failure of such Party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(f) by Purchaser or the Sellers, by written notice from Purchaser or the Sellers to the other, if the Closing has not occurred on or prior to August 29, 2024 (the "***Outside Date***"); *provided*, *however*, that the Party exercising the right to terminate this Agreement pursuant to this Section 9.1(f) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement.

9.2 ***Effect of Termination***. In the event that this Agreement shall be terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement shall terminate without further Liability or obligation to the other Party; *provided*, *however*, that, notwithstanding the foregoing, (i) the Liabilities and obligations under (A) the Confidentiality Agreement, and (B) Section 2.8(c), Section 6.2(c), Section 6.9, this Section 9.2 and Article 10 shall continue in full force and effect, and (ii) nothing in this Section 9.2 shall relieve any Party from Liability for any breach of this Agreement occurring prior to any such termination. In the event of a termination of this Agreement pursuant to Section 9.1(e), the Deposit Escrow Amount shall be forfeited by the Purchaser to the Sellers.

ARTICLE 10
GENERAL PROVISIONS

10.1 ***Survival of Representations, Warranties and Covenants***. All covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefor terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 2.8, Section 6.2, Section 6.9, Section 9.2, this Article 10 and the Confidentiality Agreement shall survive the Closing.

10.2 ***Entire Agreement***. This Agreement, including the exhibits and schedules hereto, including but not limited to the Seller Disclosure Schedules, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the Parties with respect to the subject

matter contained herein and therein and supersede all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the Parties with respect to such subject matter or any prior course of dealings. The Parties have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement, the Confidentiality Agreement and the Related Documents, and the Parties expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement, the Confidentiality Agreement and the Related Documents. Furthermore, the Parties each hereby acknowledge that this Agreement, the Confidentiality Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all parties to this Agreement, the Confidentiality Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction.

10.3 ***Amendment; No Waiver***. This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed by, in the case of an amendment, supplement or change, the Sellers and Purchaser, and in the case of a waiver, the party against whom enforcement of any such waiver is sought. The waiver by any party of a breach of any provision of this Agreement or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.4 ***Severability; Specific Versus General Provisions***. Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement or the Related Documents is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions 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, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the Parties to the greatest extent consistent with being valid and enforceable under applicable Law. No Party shall assert, and each Party shall cause its respective Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable.

10.5 ***Expenses and Obligations***. Except as otherwise provided in this Agreement, including as set forth in Section 2.9, all costs and expenses incurred by the Parties in connection with the Transactions, including the costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the Party that has incurred such expenses.

10.6 ***Notices***. All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, and (c) if delivered by electronic mail on the date of transmission, if sent on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day), in each case to the appropriate addresses or email addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party in accordance with this Section 10.6):

If to Purchaser:

DERM – JES HOLDINGS, LLC
Attn: James E. Stowers III
393 W. 46th St., Suite 210
Kansas City, Missouri 64112
Email: Jim@OxfordCos.com

with a copy to (which will not constitute notice):

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Frank C. Koranda, Jr.
Email: fkoranda@polsinelli.com

and

Polsinelli PC
150 N. Riverside Plaza
Chicago, Illinois 60606
Attention: Jeremy Johnson
jeremy.johnson@polsinelli.com

If to the Sellers:

DermTech, Inc.
Attn: Bret Christensen
12340 El Camino Real
San Diego, California 92130
Email: Bret.Christensen@DermTech.com

with a copy to (which will not constitute notice):

Wilson Sonsini Goodrich & Rosati
One Market Plaza
Spear Tower

San Francisco, CA 94105
Attention: Ethan Lutske
Email: elutske@wsgr.com

and

Wilson Sonsini Goodrich & Rosati
222 Delaware Avenue
Suite 800
Wilmington, DE 19801
Attention: Erin Fay
Email: efay@wsgr.com

10.7 ***Counterparts***. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the Parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

10.8 ***Governing Law.*** Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

10.9 ***Submission to Jurisdiction; Consent to Service of Process***.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6, and each Party hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. The Parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the

provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.10 ***Waiver of Jury Trial***. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE RELATED DOCUMENTS, THE RELATIONSHIP OF THE PARTIES, OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

10.11 ***Rights Cumulative; Time is of the Essence***. All rights and remedies of each of the Parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or applicable Law. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

10.12 ***Assignment***. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the Parties. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any Party at any time, whether or not by operation of law, without the prior written consent of the Sellers and Purchaser, and any attempted assignment without the required consent shall be void; *provided*, *however*, that (a) Purchaser may assign any of its rights or delegate any of its duties under this Agreement, in whole or from time to time in part, including to purchase any or all of the Transferred Assets, to offer employment to any or all Scheduled Employees and to employ any or all Continuing Employees, to one or more of its Affiliates, and (b) the Sellers may assign any of their rights or delegate any of their duties under this Agreement to any of their Affiliates or to any successor entity (including any liquidating trust) pursuant to a chapter 11 plan confirmed by the Bankruptcy Court; *provided*, *further*, *however*, that, in each case, such assignment shall not release the Parties from their obligations under this Agreement. Upon any such permitted assignment, the references in this Agreement to a Seller or Purchaser will also apply to such assignee unless the context requires otherwise.

10.13 ***Specific Enforcement; Remedies***. The Parties agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the Parties in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) Purchaser, on the one hand, and the Sellers, on the other hand, shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Sellers or Purchaser, as applicable, to cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions

thereto set forth in this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither the Sellers nor Purchaser would have entered into this Agreement. Remedies shall be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement. Each of the Parties hereby (A) waives any defenses in any action for specific performance, including the defense that a remedy at law would be adequate, (B) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief and (C) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parties otherwise have an adequate remedy at law. Notwithstanding anything to the contrary, in no event shall this Section 10.13 be used, alone or together with any other provision of this Agreement, to require the Sellers to remedy any breach of any representation or warranty of the Sellers.

10.14 ***Third-Party Beneficiaries***. Except as set forth in Section 10.15 (with respect to the Nonparty Affiliates), Section 10.16 (with respect to the released parties identified therein) and the next sentence, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights or remedies of any nature whatsoever under or by reason of this Agreement. From and after the Closing, all of the Persons identified as third-party beneficiaries in the first sentence of this Section 10.14 shall be entitled to enforce such provisions and to avail themselves of the benefits of any remedy for any breach of such provisions, all to the same extent as if such Persons were parties to this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with this Agreement without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any Party. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.15 ***No Personal Liability of Directors, Officers and Owners***. Except with respect to any claim for Fraud, (a) all Related Claims may be made only against (and are those solely of) the entities that are expressly identified as Parties in the preamble to this Agreement (the "***Contracting Parties***") and (b) no Person who is not a Contracting Party, including any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any of the foregoing (collectively, "***Nonparty Affiliates***"), shall have any Liability pursuant to any Related Claim, and, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases all such Liabilities, rights, claims, demands, or causes of action against any such Nonparty Affiliates and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Documents.

10.16 ***General Release***.

(a) Effective as of the Closing, the Sellers, on behalf of themselves, their Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a "***Seller Releasing Party***"), hereby fully, irrevocably and unconditionally releases and forever discharges Purchaser, any subsidiary of Purchaser, and their respective Affiliates and each of the foregoing's respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies, stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Transferred Assets and Assumed Liabilities, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

(b) Effective as of the Closing, Purchaser, on behalf of itself, its Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a "***Purchaser Releasing Party***"), hereby fully, irrevocably and unconditionally releases and forever discharges the Sellers and their respective Affiliates and each of the foregoing's respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies, stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Excluded Assets and Excluded Liabilities, whether existing as of the Closing or arising thereafter, that a Purchaser Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing

sentence shall not be deemed to be a release or waiver by a Purchaser Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

10.17 ***Legal Representation***. Purchaser and the Sellers acknowledge and agree that the Law Firm has represented the Sellers and their Affiliates in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Related Documents and the consummation of the Transactions, and that the Sellers, their Affiliates and its partners, officers, directors and representatives (the "***Seller Group Members***") have a reasonable expectation that the Law Firm will represent them in connection with any Action involving any Seller Group Member, on the one hand, and Purchaser or any of its Affiliates and representatives (the "***Purchaser Group Members***"), on the other hand, arising under this Agreement, the Related Documents or the Transactions. Purchaser hereby, on behalf of itself and the other Purchaser Group Members, irrevocably: (a) acknowledges and agrees that any attorney-client privilege, solicitor-client privilege, work product or other attorney-client or solicitor-client confidential information arising from communications prior to the Closing between the Sellers (including any one or more officers, directors or stockholders of the Sellers), on the one hand, and the Law Firm, on the other hand, relating to the negotiation, preparation, execution or delivery of this Agreement or any Related Document or the consummation of the Transactions that is, immediately prior to the Closing, subject to attorney-client privilege, evidentiary privileges (including the work product doctrine), or attorney-client confidence under applicable Law ("***Attorney-Client Information***"), are not included in the property, rights, privileges, powers, franchises and other interests that are possessed by or vested in the Business or the Transferred Assets, that any such Attorney-Client Information shall be deemed property of, and controlled solely by, the Sellers for the benefit and on behalf of the Seller Group Members and, upon request, convey and transfer any Attorney-Client Information to the Sellers; (b) acknowledge and agree that the Seller Group Members shall have the right to retain, or cause the Law Firm to retain, any such Attorney-Client Information in the possession of the Law Firm or the Seller Group Members at the Closing; (c) agree not to access, retain or use any documentation or information constituting Attorney-Client Information and that no Purchaser Group Member shall have any right to waive any attorney-client privilege or other right to confidentiality with respect to such Attorney-Client Information; (d) disclaim the right to assert a waiver by any Seller Group Member with regard to the attorney-client privilege, solicitor-client privilege or other right to confidentiality with respect to such Attorney-Client Information solely due to the fact that such documentation or information is physically in the possession of Purchaser after the Closing; and (e) consent to the Law Firm's representation after the Closing of any Seller Group Member in any Action to the extent relating to the Transactions and consent to and waive any conflict of interest arising therefrom without the need for any future waiver or consent. In the event that any Action arises after the Closing between any Purchaser Group Member and a Person other than a Seller Group Member, such Purchaser Group Member shall not disclose any documentation or information that is subject to an attorney-client privilege or other rights of confidentiality referenced in this Section 10.17 without the prior written consent of the Sellers; *provided*, *however*, that if such Purchaser Group Member is required by judicial order or other legal process to make such disclosure, such Purchaser Group Member shall promptly notify the Sellers in writing of such requirement (without making disclosure) and shall provide the Sellers with such commercially reasonable cooperation and assistance to enable the Sellers to prevent disclosure by reason of such attorney-client privilege, solicitor-client privilege or other rights of confidentiality.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

DERM – JES HOLDINGS, LLC

By:_____
Name: James E. Stowers III
Title: Manager

DERMTECH:

DERMTECH, INC.

By:_____
Name: Bret Christensen
Title: President and Chief Executive Officer

DERMTECH OPERATIONS:

DERMTECH OPERATIONS, INC.

By:_____
Name: Bret Christensen
Title: President and Chief Executive Officer

EXHIBIT A

Form of Bill of Sale and Assignment and Assumption Agreement

(See attached.)

Final Form

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("Bill of Sale") is executed as of [●], 2024 ("Effective Date"), by and between DermTech, Inc., a Delaware corporation ("DermTech"), DermTech Operations, Inc., a Delaware corporation ("DermTech Operations" and, together with DermTech, "Assignors") and DERM – JES Holdings, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are each a "Party" and collectively, the "Parties."

BACKGROUND:

A. Assignors and Assignee have entered into the Asset Purchase Agreement, dated August 20, 2024 (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to assign certain assets to Assignee and Assignee has agreed to assume certain liabilities of Assignors.

B. Pursuant to the Asset Purchase Agreement, (i) Assignors now wish to sell, convey, transfer, assign and deliver to Assignee the Transferred Assets and (ii) Assignee now wishes to assume and become liable for the Assumed Liabilities.

AGREEMENT:

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Asset Purchase Agreement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement. Notwithstanding any other provision of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way enlarge, restrict, supersede, replace, amend, extend, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release of any of the terms of the Asset Purchase Agreement, including the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

2. Transfer of the Transferred Assets. Assignors hereby irrevocably sell, convey, assign, transfer and deliver to Assignee and its successors and assigns, effective as of the Effective Date, all of Assignors' right, title, and interest in and to the Transferred Assets upon the terms and conditions set forth in the Asset Purchase Agreement. In accordance with the terms and conditions set forth in the Asset Purchase Agreement, Assignors shall retain, and Assignee shall not acquire any rights with respect to, the Excluded Assets.

3. Assumption of Liabilities. In accordance with the terms and conditions set forth in the Asset Purchase Agreement, Assignee hereby assumes and becomes liable for and, as applicable, agrees to pay, discharge and perform when due the Assumed Liabilities. In accordance with the terms and conditions set forth in the Asset Purchase Agreement, Assignors shall retain, and Assignee shall not assume or be liable for, the Excluded Liabilities.

4. Further Assurances. If, at any time before or after the Effective Time, Assignee or Assignors reasonably believe or are advised that any further instruments, deeds, assignments or assurances are reasonably necessary to consummate the transactions contemplated by this Bill of Sale or to otherwise carry out the purposes and intent of this Bill of Sale at or after the Effective Time, then Assignee, Assignors and their respective officers and directors are hereby authorized to execute

and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary to consummate the transactions and to carry out the purposes and intent of this Bill of Sale.

5. Miscellaneous.

(a) Assignment and Transfer. This Bill of Sale will inure to the benefit of and be binding upon the Parties and their respective affiliates, successors, and assigns.

(b) Entire Agreement; Amendment. This Bill of Sale and the Asset Purchase Agreement, in each case, including any appendixes, exhibits and schedules hereto or thereto, contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Bill of Sale shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.

(c) Governing Law; Venue. This Bill of Sale, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to this Bill of Sale, or the negotiation, administration, performance or enforcement of this Bill of Sale, including any claim or cause of action resulting from, arising out of, in connection with or relating to any representation or warranty made in or in connection with this Bill of Sale (the "Relevant Matters") shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR STATUTE) IN CONNECTION WITH ANY RELEVANT MATTER.

(e) Severability. If any provision of this Bill of Sale is found or held to be unenforceable or invalid, (i) the provision shall be severed and the remainder of this Bill of Sale shall be valid and enforceable and (ii) the Parties shall negotiate in good faith a substitute provision that most nearly effects the Parties' intent.

(f) Waiver. No waiver of any rights will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(g) Interpretation. The headings contained in this Bill of Sale, in any exhibit, schedule or annex hereto, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Bill of Sale. For purposes of this Bill of Sale: (a) the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes the masculine and feminine genders; (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Bill of Sale; (c) the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation;" (d) the words "to the extent" means the degree to which a subject or other thing extends and does not mean simply "if"; (e) references to "dollars" or "$" refer to the lawful currency of the United States; and (f) when a reference is made in this Bill of Sale to an article, section, or schedule, such reference shall be to an article or section of, or a schedule to, this Bill of Sale, unless otherwise indicated.

(h) Counterparts. This Bill of Sale may be executed in counterparts, which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Bill of Sale by electronic transmission will be effective to the fullest extent permitted by applicable law.

[signature page follows]

The Parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed as of the Effective Date.

ASSIGNORS:

DERMTECH, INC.

By: _____
Name:
Title:

DERMTECH OPERATIONS, INC.

By: _____
Name:
Title:

ASSIGNEE:

DERM – JES HOLDINGS, LLC

By: _____
Name:
Title:

EXHIBIT B

Escrow Agreement

(Intentionally omitted.)

EXHIBIT C

Form of IP Assignment

(See attached.)

Final Form

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is executed as of [●], 2024 ("Effective Date"), by and between DermTech, Inc., a Delaware corporation ("DermTech"), DermTech Operations, Inc., a Delaware corporation ("DermTech Operations" and, together with DermTech, "Assignors") and DERM – JES Holdings, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are each a "Party" and collectively, the "Parties."

BACKGROUND:

A. Assignors and Assignee have entered into the Asset Purchase Agreement, dated as of August 20, 2024 (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to assign certain assets to Assignee and Assignee has agreed to assume certain liabilities of Assignors.

B. Pursuant to the Asset Purchase Agreement, Assignors now wish to sell, convey, transfer, assign and deliver to Assignee the Transferred Intellectual Property.

AGREEMENT:

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Asset Purchase Agreement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement. Notwithstanding any other provision of this IP Assignment to the contrary, nothing contained in this IP Assignment shall in any way enlarge, restrict, supersede, replace, amend, extend, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release of any of the terms of the Asset Purchase Agreement, including the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

2. Transfer of the Transferred Intellectual Property. Assignors hereby irrevocably sell, convey, assign, transfer and deliver to Assignee and its successors and assigns, effective as of the Effective Date, all of Assignors' right, title, and interest in and to the Transferred Intellectual Property upon the terms and conditions set forth in the Asset Purchase Agreement, including, without limitation, the trademarks set forth on Schedule 1 hereto and the patents set forth on Schedule 2 hereto.

3. Attorney In Fact. Assignors hereby irrevocably appoint Assignee and its successors and assigns as such Assignor's true and lawful attorney in fact, and hereby authorizes Assignee to (a) execute on behalf of each Assignor all instruments, documents, and the like to transfer the Transferred Intellectual Property to Assignee and its successors and assigns and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest it shall be irrevocable. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Furthermore, within five (5) business days after the effective date of this Assignment, Assignees shall take all steps reasonably required by the current procedures promulgated by the registrar(s) of all domain names included in the Transferred Intellectual Property to transfer such domain names to Assignee or its designee, including without limitation removing any locks or transfer

prohibitions from the domain names and completing any forms required to effect the transfer of the domain names to Assignee.

4. Further Assurances. If, at any time before or after the Effective Time, Assignee or Assignors reasonably believe or are advised that any further instruments, deeds, assignments or assurances are reasonably necessary to consummate the transactions contemplated by this IP Assignment or to otherwise carry out the purposes and intent of this IP Assignment at or after the Effective Time, then Assignee, Assignors and their respective officers and directors are hereby authorized to execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary to consummate the transactions and to carry out the purposes and intent of this IP Assignment.

5. Miscellaneous.

(a) Assignment and Transfer. This IP Assignment will inure to the benefit of and be binding upon the Parties and their respective affiliates, successors, and assigns.

(b) Entire Agreement; Amendment. This IP Assignment and the Asset Purchase Agreement, in each case, including any appendixes, exhibits and schedules hereto or thereto, contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. No alteration, amendment, waiver, cancellation or other change in any term or condition of this IP Assignment shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.

(c) Governing Law; Venue. This IP Assignment, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to this IP Assignment, or the negotiation, administration, performance or enforcement of this IP Assignment, including any claim or cause of action resulting from, arising out of, in connection with or relating to any representation or warranty made in or in connection with this IP Assignment (the "Relevant Matters") shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR STATUTE) IN CONNECTION WITH ANY RELEVANT MATTER.

(e) Severability. If any provision of this IP Assignment is found or held to be unenforceable or invalid, (i) the provision shall be severed and the remainder of this IP Assignment shall be valid and enforceable and (ii) the Parties shall negotiate in good faith a substitute provision that most nearly effects the Parties' intent.

(f) Waiver. No waiver of any rights will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(g) Interpretation. The headings contained in this IP Assignment, in any exhibit, schedule or annex hereto, are for reference purposes only and shall not affect in any way the meaning or interpretation of this IP Assignment. For purposes of this IP Assignment: (a) the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine

gender includes the masculine and neuter genders; and the neuter gender includes the masculine and feminine genders; (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this IP Assignment; (c) the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation;" (d) the words "to the extent" means the degree to which a subject or other thing extends and does not mean simply "if"; (e) references to "dollars" or "$" refer to the lawful currency of the United States; and (f) when a reference is made in this IP Assignment to an article, section, or schedule, such reference shall be to an article or section of, or a schedule to, this IP Assignment, unless otherwise indicated.

(h) Counterparts. This IP Assignment may be executed in counterparts, which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this IP Assignment by electronic transmission will be effective to the fullest extent permitted by applicable law.

[signature page follows]

The Parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the Effective Date.

ASSIGNORS:

DERMTECH, INC.

By: _____
Name:
Title:

DERMTECH OPERATIONS, INC.

By: _____
Name:
Title:

ASSIGNEE:

DERM – JES HOLDINGS, LLC

By: _____
Name: James E. Stowers III
Title: Manager

SCHEDULE 1

TRADEMARKS

(see attached)

SCHEDULE 2

PATENTS

(see attached)

EXHIBIT D

Sale Order

(Intentionally omitted.)