

## NOTICE OF PUBLIC DISPOSITION OF COLLATERAL

TO: CUFF, INC. and any party entitled to notice under California Uniform Commercial Code § 9611

FROM: BIJOUX CORP.  
1450 Chapin Avenue, Suite 200  
Burlingame, CA 94104  
Attn: Sunil Bhargava  
Tel: (650) 425-7909  
Email: sunil.bhargava@tandemcap.com

Date: December 29, 2015  
Time: 10:00 a.m., Pacific Standard Time  
Place: 1450 Chapin Avenue, Suite 200  
Burlingame, CA 94010

Bijoux Corp., a Delaware corporation, assignee of Tandem Fund II, L.P. and by such assignment the “Lender” and secured party (“**Secured Party**”) under the Loan and Security Agreement, dated September 29, 2015 (“**Security Agreement**”), by and between Tandem Fund II, L.P. and Cuff, Inc., “Borrower” and debtor (“**Debtor**”), hereby gives notice that Secured Party will conduct a public disposition of all “Collateral” described in the Security Agreement at the place, on the date and at the time stated above. The public disposition will be conducted under the California Uniform Commercial Code § 9610.

The Collateral under the Security Agreement consists of virtually all of Debtor’s personal property assets and all of its right, title and interest in and to the following:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor’s books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and
- (b) all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment.

The term “general intangibles” includes goodwill, copyrights, trademarks, service marks, trade styles, trade names, patents, patent applications, leases, license agreements, customer lists, computer programs, computer disks, computer tapes or any other analog or digital storage medium.

At the public sale, the Secured Party will offer the Collateral for sale to the highest *qualified* bidder. In order *qualify* as a bidder at the public sale, a proposed purchaser must, not later than twelve (12) hours

before the date and time scheduled for the sale, deposit immediately available funds in the amount of its proposed maximum bid into a deposit account established by Secured Party for the purpose of holding funds of qualified bidders at the sale (the “**Qualification Account**”). Wire instructions for the Qualification Account may be obtained from Secured Party’s representative designated above. If a qualified bidder’s offer is accepted by the Secured Party at the sale, then the successful bidder shall be bound by its offer and funds in the full amount of such qualified bidder’s successful bid shall immediately be transferred from the Qualification Account to Secured Party. If there are funds in the Qualification Account in excess of the successful bid, such funds shall be returned to the successful bidder. Any funds deposited to the Qualification Account by a non-successful bidder shall be returned to such non-successful bidder.

Secured Party, either directly or indirectly through nominees or assigns, reserves the right to bid at the sale without making deposit to the Qualification Account as required for other bidders. Secured Party may credit bid all or part of the obligations secured by the Collateral, and to take title after the public sale, through one or more nominees or assigns. The public sale may be cancelled, postponed or continued at any time, without further notice, at the Secured Party’s discretion. Any sales, use or other taxes or filing, recording, transfer or similar fees will be responsibility of the successful bidder. Bids may be oral or written at Secured Party’s election, but will be subject to the terms of a Bill of Sale, substantially in the form attached as **Exhibit A**, which the purchaser will be required to acknowledge. This public sale is with reserve, meaning that each bid is merely an offer, and is not binding until accepted by the Secured Party.

THE SALE OF THE COLLATERAL SHALL BE “AS IS,” “WHERE IS,” “WITH ALL FAULTS,” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR ANY REPRESENTATIONS. THERE ARE NO WARRANTIES OR REPRESENTATIONS THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

The Debtor is entitled to an accounting of the unpaid indebtedness secured by the Collateral, which Debtor may obtain, at such cost as may be determined by Secured Party, by contacting Secured Party’s representative set forth above.

BIJOUX CORP.

DocuSigned by:  
By: Sunil Bhargava  
Name: Sunil Bhargava  
Title: President

**EXHIBIT A**

**BILL OF SALE**

By public sale conducted under Section 9610 of the California Uniform Commercial Code, for good and valuable consideration, Bijoux Corp., Secured Party by assignment of the rights of Tandem Fund II, L.P. (“**Secured Party**”) under the Loan and Security Agreement, dated September 28, 2015, between Tandem Fund II, L.P. and Cuff, Inc., hereby sells, conveys, transfers, and assigns to \_\_\_\_\_ (“**Buyer**”) all of Cuff, Inc.’s right, title and interest in and to the assets in which Secured Party claims a security interest as described more particularly in **Attachment 1** hereto (the “**Transferred Assets**”), free and clear of the liens of Secured Party.

Buyer accepts such right, title and interest on an “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR ANY REPRESENTATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING TOTAL EXCLUSION OF REPRESENTATIONS AND WARRANTIES, THE SALE OF THE TRANSFERRED ASSETS IS MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO TITLE, AS TO THE VALIDITY, ENFORCEABILITY, PRIORITY OR PERFECTION OF SECURED PARTY’S RIGHT OR INTEREST IN THE TRANSFERRED ASSETS, OR AS TO MERCHANTABILITY, NON-INFRINGEMENT, VALUE, CONDITION, USEFUL LIFE, FITNESS FOR ANY INTENDED OR PARTICULAR USE, POSSESSION, QUIET ENJOYMENT, OR SIMILAR REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS. EACH SUCH REPRESENTATION AND WARRANTY IS EXPRESSLY DISCLAIMED. SECURED PARTY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE TRANSFERRED ASSETS AND ASSUMES NO RESPONSIBILITY THAT THE TRANSFERRED ASSETS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH BUYER MAY WISH TO PUT THE TRANSFERRED ASSETS.

Buyer acknowledges that it is currently in possession of the Transferred Assets and has accepted delivery of the Transferred Assets. Buyer has inspected the Transferred Assets and is aware of and relies solely on its own knowledge of the utility and value thereof. Buyer agrees that Secured Party has made no representations, warranty, statement of fact, or expression of opinion to Buyer with regard to the Transferred Assets, and is under any duty to do so. Buyer agrees that Secured Party has made no warranty or affirmation of fact, promise, description, model, or sample concerning the Transferred Assets.

This Bill of Sale, and in particular Secured Party’s sale and transfer of the Transferred Assets, shall be effective only upon Secured Party’s receipt of cash from Buyer in the amount of \$\_\_\_\_\_ (the “**Payment Amount**”). Upon receipt by Secured Party of the Payment Amount, this Bill of Sale, and Secured Party’s sale, conveyance, transfer, and assignment of the Transferred Assets as provided herein, shall automatically become immediately and fully effective without further action of any party.

Buyer is responsible for (and indemnifies and holds harmless Secured Party and its partners, members, employees, affiliates, agents, successors and assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated hereby this Bill of Sale.

This Bill of Sale may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of \_\_\_\_\_, 2015.

BIJOUX CORP.

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

ACKNOWLEDGED AND AGREED TO:

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

## ATTACHMENT 1

### TRANSFERRED ASSETS

All right, title and interest of the Debtor in and to the following:

(a) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of the Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

(c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, domain names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to the Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by the Debtor;

(e) All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, financial assets, investment property, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and the Debtor's books relating to the foregoing;

(f) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

(g) All the Debtor's books and records relating to the foregoing and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.