UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2018

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-37899

ALLIANCE MMA, INC.

(Exact name of registrant as specified in its charter)

Delaware	**47-5412331**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

590 Madison Avenue, 21st Floor
New York, New York 10022
(Address of principal executive offices)

(212) 739-7825
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months, and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☒
	Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of the registrant's common stock outstanding at August 31, 2018: 15,327,974.

Alliance MMA
Form 10-Q

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Cautionary Statement Regarding Forward-Looking Statements

Certain statements that we make from time to time, including statements contained in this Quarterly Report on Form 10-Q constitute "forward-looking statements" within the meaning Private Securities Litigation Reform Act of 1995, and of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical fact contained in this Form 10-Q are forward-looking statements. These statements, among other things, relate to our business strategy, goals and expectations concerning our future operations, prospects, plans and objectives of management. The words "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will", and similar terms and phrases are used to identify forward-looking statements in this presentation.

We operate in a very competitive and rapidly changing environment. Our operations involve risks and uncertainties, many of which are outside our control, and any one of which, or a combination of which, could materially affect our results of operations and whether the forward-looking statements ultimately prove to be correct. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. Forward-looking statements in this Form 10-Q include, without limitation, statements reflecting management's expectations for future financial performance and operating expenditures (including our ability to continue as a going concern, to raise additional capital and to succeed in our future operations), expected growth, profitability and business outlook, increased operating expenses.

Forward-looking statements are only current predictions and are subject to known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance, or achievements to be materially different from those anticipated by such statements. These factors include, among other things, the unknown risks and uncertainties that we believe could cause actual results to differ from these forward looking statements as set forth under the heading, "Risk Factors" and elsewhere in this Form 10-Q. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all of the risks and uncertainties that could have an impact on the forward-looking statements, including without limitation, risks and uncertainties relating to:

- Our ability to obtain and maintain sufficient working capital financing on acceptable terms to continue as a going concern;
- Our ability to sustain our innovative business model in both the athlete management and MMA ticket service industries;
- Our ability to meet continuing listing standards on the NASDAQ Capital Market, including its requirement that the minimum bid price for our common stock be at or above $1.00; and it's required that we have minimum capital of $2.5 million; standards we are not currently meeting;
- Our ability to secure sponsorships for fighters we manage;
- Our ability to keep pace with the extremely competitive market for athlete management;
- Our ability to attract and retain successful professional athlete management staff and executives;
- Our ability to increase brand awareness and market acceptance in the relevant geographic market and continue to sign new athletes;
- Our ability to secure new, and maintain existing relationship with MMA promoters utilizing our ticket platform;
- Our ability to keep pace with technology advancements impacting our ticketing platform and advancements adopted by our competitors.

Although we believe that the expectations reflected in the forward-looking statements contained in this Form 10-Q are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. In light of inherent risks, uncertainties and assumptions, the future events and trends discussed in this Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Except as required by law, we are under no duty to update or revise any of such forward-looking statements, whether as a result of new information, future events, or otherwise, after the date of this Form 10-Q.

You should read this Form 10-Q with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

All references to "Alliance," "Alliance MMA," "we," "us," "our" or the "Company" mean Alliance MMA, Inc., a Delaware corporation, and where appropriate, its wholly owned subsidiaries.

PART I-FINANCIAL INFORMATION

Item 1. Financial Statements

Alliance MMA, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

	June 30, 2018	December 31, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 455,989	$ 257,424
Accounts receivable, net	98,186	117,339
Prepaid and other assets	25,058	71,250
Current assets - discontinued operations	—	199,221
Total current assets	579,233	645,234
Intangible assets, net	—	472,250
Goodwill	—	1,522,605
Long-term assets - discontinued operations	—	7,115,239
TOTAL ASSETS	$ 579,233	$ 9,755,328
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 1,010,705	$ 914,204
Notes payable - related party	300,000	—
Notes payable	754,375	300,000
Current liabilities - discontinued operations	413,766	382,702
Total current liabilities	2,478,846	1,596,906
Long-term liabilities - discontinued operations	—	23,943
TOTAL LIABILITIES	2,478,846	1,620,849
Commitments and contingencies		
Stockholders' (deficit) equity:		
Preferred stock, $.001 par value; 5,000,000 shares authorized at June 30, 2018 and December 31, 2017; no shares issued and outstanding	—	—
Common stock, $.001 par value; 45,000,000 shares authorized at June 30, 2018 and December 31, 2017; 14,862,974 and 12,662,974 shares issued and outstanding, respectively	14,863	12,663
Additional paid-in capital	27,242,458	24,646,229
Accumulated deficit	(29,156,934)	(16,524,413)
TOTAL STOCKHOLDERS' (DEFICIT) EQUITY	(1,899,613)	8,134,479
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY	$ 579,233	$ 9,755,328

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Alliance MMA, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	**2017**	**2018**	**2017**
Revenue, net	$ 180,657	$ 358,598	$ 488,232	$ 621,638
Cost of revenue	105,293	189,540	149,329	313,021
Gross margin	75,364	169,058	338,903	308,617
Operating expenses:				
General and administrative	1,062,057	1,250,494	1,958,416	2,088,970
Impairment — intangible assets	413,583	—	413,583	—
Impairment — goodwill	1,522,605	—	1,522,605	—
Professional and consulting fees	431,731	266,159	836,163	693,976
Total operating expenses	3,429,976	1,516,653	4,730,767	2,782,946
Loss from operations	(3,354,612)	(1,347,595)	(4,391,864)	(2,474,329)
Loss before income tax benefit	(3,354,612)	(1,347,595)	(4,391,864)	(2,474,329)
Income tax benefit	—	—	—	—
Net loss from continuing operations	(3,354,612)	(1,347,595)	(4,391,864)	(2,474,329)
Net loss from discontinued operations, net of tax	(4,573,989)	(956,480)	(8,040,657)	(2,199,579)
Net loss	$ (7,928,601)	$ (2,304,075)	$ (12,432,521)	$ (4,673,908)
Loss per share:				
Loss from continuing operations:				
Basic and diluted	$ (0.24)	$ (0.14)	$ (0.31)	$ (0.26)
Loss from discontinued operations:				
Basic and diluted	$ (0.31)	$ (0.10)	$ (0.55)	$ (0.24)
Net Loss:				
Basic and diluted	$ (0.55)	$ (0.24)	$ (0.86)	$ (0.50)
Weighted average number of shares used in per share calculation, basic and diluted	14,862,974	9,510,460	14,729,825	9,400,339

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Alliance MMA, Inc.
Condensed Consolidated Statement of Changes In Stockholders' (Deficit) Equity
(Unaudited)

	Preferred Stock		Common Stock		Additional Paid-in	Accumulated	Total Stockholders'(Deficit)
	Shares	Amount	Shares	Amount	Capital	Deficit	Equity
Balance—December 31, 2016	—	$ —	9,022,308	$ 9,022	$18,248,582	$ (4,545,850)	$ 13,711,754
Stock based compensation related to employee stock option grants	—	—	—	—	259,229	—	259,229
Stock based compensation related to employee stock option grant - discontinued operations	—	—	—	—	289,368	—	289,368
Issuance of common stock related to acquisition of discontinued operations	—	—	1,314,418	1,315	2,114,628	—	2,115,943
Issuance of common stock and warrant related to acquisition of SuckerPunch	—	—	307,487	307	1,328,540	—	1,328,847
Stock based compensation related to warrant issued for consulting services	—	—	—	—	169,401	—	169,401
Stock based compensation related to common stock issued for consulting services	—	—	150,000	150	148,350	—	148,500
Issuance of common stock units and warrants related to private placement	—	—	1,868,761	1,869	2,010,631	—	2,012,500
Stock based compensation related to option award for consulting services	—	—	—	—	77,500	—	77,500
Net loss	—	—	—	—	—	(11,978,563)	(11,978,563)
Balance—December 31, 2017	—	$ —	12,662,974	$ 12,663	$24,646,229	$ (16,524,413)	$ 8,134,479
Stock based compensation related to employee and board of directors stock option grants	—	—	—	—	270,719	—	270,719
Stock based compensation related to discontinued operations	—	—	—	—	118,130	—	118,130
Stock based compensation related to warrants issued for consulting services	—	—	—	—	63,580	—	63,580
Non-cash dividend	—	—	—	—	200,000	(200,000)	—
Issuance of common stock related to public offering	—	—	2,200,000	2,200	1,943,800	—	1,946,000
Net loss	—	—	—	—	—	(12,432,521)	(12,432,521)
Balance—June 30, 2018	—	$ —	14,862,974	$ 14,863	$27,242,458	$ (29,156,934)	$ (1,899,613)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Alliance MMA, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

	Six Months Ended June 30,	
	2018	**2017**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (12,432,521)	$ (4,673,908)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	334,299	560,978
Amortization of acquired intangibles	58,667	314,357
Impairment — intangible assets	413,583	—
Impairment — goodwiill	1,522,605	—
Loss from discontinued operations	8,040,657	2,199,579
Changes in operating assets and liabilities:		
Accounts receivable	19,153	(211,600)
Prepaid and other assets	46,192	33,102
Accounts payable and accrued liabilities	96,501	288,815
Net cash (used in) operating activities of continuing operations	(1,900,864)	(1,488,677)
Net cash (used in) operating activities of discontinued operations	(579,097)	(1,647,452)
Net cash used in operating activities	(2,479,961)	(3,136,129)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of SuckerPunch	—	(357,500)
Net cash (used in) investing activities of continuing operations	—	(357,500)
Net cash (used in) investing activities of discontinued operations	(21,849)	(403,762)
Net cash used in investing activities	(21,849)	(761,262)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	1,946,000	—
Proceeds from notes payable	844,375	—
Proceeds from notes payable - related party	300,000	—
Payment on loan payable	(390,000)	—
Net cash provided by financing activities of continuing operations	2,700,375	—
Net cash provided by financing activities of discontinued operations	—	—
Net cash provided by financing activities	2,700,375	—
NET INCREASE (DECREASE) IN CASH	198,565	(3,897,391)
CASH - BEGINNING OF PERIOD	257,424	4,567,575
CASH - END OF PERIOD	$ 455,989	$ 670,184
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 45,625	$ —
Cash paid for taxes	$ —	$ —
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Stock issued in conjunction with acquisition of SuckerPunch	$ —	$ 1,328,847
Stock issued in conjunction with acquisition of Fight Time Promotions	—	287,468
Stock issued in conjunction with acquisition of National Fighting Championships	—	366,227
Stock issued in conjunction with acquisition of Fight Club OC	—	810,810
Stock issued in conjunction with acquisition of Sheffield video Library	—	8,500
Non-cash dividend	200,000	—

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Alliance MMA, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1. Description of Business and Basis of Presentation

Nature of Business

Alliance MMA, Inc. ("Alliance" or the "Company") is a sports media company formed in Delaware in February 2015. The Company completed its Initial Public Offering ("IPO") in October 2016 and began to execute its initial business strategy to acquire regional MMA promotions to form a professional MMA fight league. A total of ten regional MMA promotions were acquired. Additionally, the Company acquired a ticketing software business focused on the MMA industry, an athlete management business, and video production and distribution company to compliment the MMA fight league.

Alliance MMA acquired the following businesses to execute its initial business strategy:

Promotions

- CFFC Promotions ("CFFC");
- Hoosier Fight Club ("HFC");
- COmbat GAmes MMA ("COGA");
- Shogun Fights ("Shogun");
- V3 Fights ("V3");
- Iron Tiger Fight Series ("IT Fight Series" or "ITFS");
- Fight Time Promotions ("Fight Time");
- National Fighting Championships ("NFC");
- Fight Club Orange County ("FCOC" or "Fight Club OC"); and
- Victory Fighting Championship ("Victory").

Ticketing

- CageTix.

Sports Management

- SuckerPunch Holdings, Inc. ("SuckerPunch").

Video Production and Distribution

- Go Fight Net, Inc. ("GFL")

As an adjunct to the promotion business, Alliance provided video distribution and media archiving through Alliance Sports Media ("ASM") formerly GFL.

Change in Management and Cessation of MMA operations

On February 7, 2018, the Company's Chief Executive Officer, Paul Danner, resigned his position but remained Chairman of the Board and Director through May 1, 2018. Also on February 7, 2018, the Company terminated the employment of the Company's President, Robert Haydak, and its Chief Marketing Officer, James Byrne and named Robert Mazzeo as the Company's acting Chief Executive Officer. Effective May 23, 2018, board of directors member, Renzo Gracie, resigned. On May 24, 2018, Robert Mazzeo resigned as Chief Executive Officer. On May 25, 2018, management and the Board of Directors, committed the Company to an exit/disposal plan of the MMA promotion business because it did not believe the MMA business unit could generate sufficient operating cash flows to fund the ongoing operations. On June 6, 2018, the Company's board of directors appointed John Price, the Company's CFO, Co-President of the Company.

As of the date of this filing, the Company has disposed of the following promotion businesses:

- CFFC
- HFC
- COGA
- Shogun
- V3
- ITFS
- FCOC
- NFC
- Fight Time

As of the date of this filing, the Company owns the rights to the Victory Promotion. Refer to *"Note 11 Subsequent Events"*.

Liquidity and Going Concern

The Company's primary need for liquidity is to fund the working capital needs of the business, and general corporate purposes. The Company has incurred losses and experienced negative operating cash flows since the inception of operations in October 2016.

In August 2017, the Company completed a capital raise of $1.5 million through the private placement of 1,500,000 units, which consisted of one share of common stock and a warrant to purchase one share of common stock at an exercise price of $1.50. The funds were used for operating capital and a business acquisition.

In October and November 2017, the Company completed a capital raise of $487,500 through the private placement of 390,000 units, which consisted of one share of common stock and 0.50 of a warrant to purchase one share common stock at an exercise price of $1.75, (an aggregate of 195,000 warrants). The funds were used for operating capital.

In December 2017, the Company entered into a promissory note with an individual for $300,000 of borrowings for operating capital leading up to our public offering in January 2018.

In January 2018, the Company completed a capital raise of $2.15 million gross, through the public placement of 2,150,000 units, which consisted of one share of common stock and .90 of a warrant to purchase common stock at an exercise price of $1.10, (an aggregate of 1,935,000 warrants). The warrant exercise price ratcheted down to $0.31 in June 2018 and down to $0.29 in July 2018. The funds were used for operating capital.

In February 2018, the underwriter exercised their overallotment option resulting in the sale of an additional 50,000 shares for $50,000 and issuance of an additional 272,500 warrants.

In January 2018, the Company paid $345,000 to the promissory note holder of December 2017 as full payment of principal and interest.

In April 2018, the Company entered into promissory note agreements with each of Joseph Gamberale and Joel Tracy, board members, for $150,000, respectively, for total borrowings of $300,000. The funds were used for operating capital.

In May 2018, the Company entered into a promissory note with an individual for $200,000 of borrowings for operating capital.

In June 2018, the Company entered into a Securities Purchase Agreement ("SPA") with SC Worx Acquisition Corp. (n/k/a SCWorx Corp), under which it agreed to sell up to $1 million in principal amount of convertible notes and warrants to purchase up to 671,142 shares of common stock. The note is convertible into shares of common stock at a conversion price of $0.3725 and the warrants have an exercise price of $0.3725. On June 29, 2018, the Company sold SCWorx convertible notes in the principal amount of $500,000 and warrants to purchase 335,570 shares of common stock, for an aggregate purchase price of $500,000. The Note bears interest at 10% annually and matures on June 27, 2019. SCWorx has agreed in the SPA to fund (i) a second tranche of $250,000 upon the signing of a merger agreement with the Purchaser and (ii) a third tranche of $250,000 upon mutual agreement of the Purchaser and Company. Refer to "*Note 11 Subsequent Events".*

The Company currently has virtually no cash on hand, has an accumulated deficit of approximately $29 million, has consistently experienced quarterly net losses and negative cash flows, and is operating with negative working capital, all indicating there is substantial doubt with respect to our ability to continue as a going concern. As of the date of this report, the Company has insufficient cash to support the business for at least one year from the date of this report. Unless the Company can generate sufficient revenue to cover operating costs, which it has not been able to do, it will need to continue to raise capital by selling shares of common stock or by borrowing funds. Management cannot provide any assurances that the Company will generate sufficient revenue to continue as a going concern or that it will be successful in raising capital on commercially reasonable terms or at all.

Basis of Presentation and Principles of Consolidation

The accompanying interim unaudited condensed consolidated financial statements as of June 30, 2018 and December 31, 2017, and for the three and six months ended June 30, 2018 and 2017, have been prepared by the Company in accordance with generally accepted accounting principles ("GAAP") in the United States ("U.S.") for interim financial information. The amounts as of December 31, 2017 have been derived from the Company's annual audited financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted in accordance with such rules and regulations. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments necessary (consisting of normal recurring adjustments) to state fairly the financial position of the Company and its results of operations, changes in stockholders' equity and cash flows as of and for the periods presented. These unaudited condensed consolidated financial statements should be read in conjunction with the annual audited financial statements and notes thereto as of and for the year ended December 31, 2017, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017, filed on April 16, 2018 (the "Form 10-K"). The results of operations for the three and six months ended June 30, 2018 are not necessarily indicative of the results that may be expected for the full year ended December 31, 2018 or any future period and the Company makes no representations related thereto.

Use of Estimates

The preparation of unaudited condensed consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the unaudited condensed consolidated financial statements and accompanying notes. These estimates relate to revenue recognition, the assessment of recoverability of goodwill and intangible assets, the valuation and recognition of stock-based compensation expense, loss contingencies, discontinued operations and income taxes. Actual results could differ materially from those estimates.

Note 2. Summary of Significant Accounting Policies

There have been no significant changes in the Company's significant accounting policies during the six months ended June 30, 2018, as compared to the Significant accounting policies described in the Form 10-K with the exception of the revenue recognition policy.

Revenue Recognition

Promotion Revenue

The Company recognized revenue, net of sales tax, when it satisfies a performance obligation by transferring control over a product or service to a customer. Revenue from admission, sponsorship, pay per view ("PPV"), apparel, and concession are recognized at a point in time when an event is exhibited to a customer live or PPV, and when a customer takes possession of apparel or food and beverage offerings. Promotion revenue is a component of discontinued operations.

Ticket Service Revenue

The Company acts as a ticket agent for third-party and in-house ticket sales and charges a fee per transaction for collecting the cash on ticket sales and remits the remaining net amount to the third-party promoter upon completion of the event or request from the promoter. The Company's ticket service fee is recognized when it satisfies the performance obligation by transferring control of the purchased ticket to a customer.

Fighter Commission Revenue

The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer. The Company recognizes commission revenue upon the completion of a contracted athletes performance.

Business Combinations

The Company includes the results of operations of the businesses that it has acquired in its consolidated results as of the respective dates of acquisition.

The Company allocates the fair value of the purchase consideration of its acquisitions to the tangible assets, liabilities and intangible assets acquired, based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. The primary items that generate goodwill include the value of the synergies between the acquired businesses and Alliance as well as the acquired assembled workforce, neither of which qualifies as an identifiable intangible asset. The fair value of contingent consideration associated with acquisitions is remeasured each reporting period and adjusted accordingly. Acquisition and integration related costs are recognized separately from the business combination and are expensed as incurred.

We allocate goodwill to the reporting units of the business that are expected to benefit from the business combination.

For additional information regarding the Company's acquisitions, refer to "Note 4 Business Combinations."

Goodwill and Purchased Identified Intangible Assets

Goodwill

Goodwill is recorded as the difference, if any, between the aggregate consideration paid for an acquisition and the fair value of the net tangible and identified intangible assets acquired under a business combination. Goodwill also includes acquired assembled workforce, which does not qualify as an identifiable intangible asset. The Company reviews impairment of goodwill annually in the fourth quarter, or more frequently if events or circumstances indicate that the goodwill might be impaired. The Company first assesses qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. If, after assessing the totality of events or circumstances, the Company determines that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then the quantitative goodwill impairment test is unnecessary. If, based on the qualitative assessment, it is determined that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the Company proceeds to perform the quantitative goodwill impairment test. The Company first determines the fair value of a reporting unit using weighted results derived from an income approach and a market approach. The income approach is estimated through the discounted cash flow method based on assumptions about future conditions such as future revenue growth rates, new product and technology introductions, gross margins, operating expenses, discount rates, future economic and market conditions, and other assumptions. The market approach estimates the fair value of the Company's equity by utilizing the market comparable method which is based on revenue multiples from comparable companies in similar lines of business. The Company then compares the derived fair value of a reporting unit with its carrying amount. If the carrying value of a reporting unit exceeds its fair value, an impairment loss will be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit.

During the three and six months ended June 30, 2018, the Company recorded a goodwill impairment charge within the Athlete Management segment of $1.5 million.

Purchased Identified Intangible Assets

Identified finite-lived intangible assets consist of venue relationships, ticketing software, tradename and brand, fighter contracts, promoter relationships and sponsor relationships, resulting from business combinations. The Company's identified intangible assets are amortized on a straight-line basis over their estimated useful lives, ranging from three to ten years. The Company makes judgments about the recoverability of finite-lived intangible assets whenever facts and circumstances indicate that the useful life is shorter than originally estimated or that the carrying amount of assets may not be recoverable. If such facts and circumstances exist, the Company assesses recoverability by comparing the projected undiscounted net cash flows associated with the related asset or group of assets over their remaining lives against their respective carrying amounts. Impairments, if any, are based on the excess of the carrying amount over the fair value of those assets. If the useful life is shorter than originally estimated, the Company would accelerate the rate of amortization and amortize the remaining carrying value over the new shorter useful life. The Company evaluates the carrying value of indefinite-lived intangible assets on an annual basis, and an impairment charge would be recognized to the extent that the carrying amount of such assets exceeds their estimated fair value. For further discussion of goodwill and identified intangible assets, see "Note 5-Goodwill and Purchased Identifiable Intangible Assets."

During the three and six months ended June 30, 2018, the Company recorded an intangible impairment charge of $413,583.

Alliance MMA, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 3. Discontinued Operations

On May 25, 2018, the Company commenced cessation of all the professional MMA promotion operations and supporting functions including ASM and began a plan of disposition. This action included the termination of all promotion and support employees. As of June 30, 2018, all the MMA promotions were either disposed or ceased operations.

The Company has reported the results of operations and financial position of the discontinued professional MMA business in discontinued operations within the condensed consolidated statements of operations and condensed consolidated balance sheets for all periods presented.

The results from discontinued operations were as follows:

	Three Months Ended		Six Months Ended	
	June 30, 2018	June 2017	June 30, 2018	June 30, 2017
Revenue, net	$ 517,106	$ 755,782	$ 1,291,290	$ 1,247,572
Cost of revenue	356,229	446,370	962,995	793,461
Gross margin	160,877	309,412	328,295	454,111
Operating expenses:				
General and administrative	729,124	1,265,836	1,600,322	2,652,764
Professional and consulting fees	—	—	925	471
Other expense	—	56	—	455
Total operating expenses	729,124	1,265,892	1,601,247	2,653,690
Loss from operations	(568,247)	(956,480)	(1,272,952)	(2,199,579)
Gain on disposal	515,546	—	515,546	—
Loss on disposal	(4,521,288)	—	(7,307,194)	—
Loss before income tax benefit	(4,573,989)	(956,480)	(8,064,600)	(2,199,579)
Income tax benefit	—	—	23,943	—
Loss from discontinued operations	$ (4,573,989)	$ (956,480)	$ (8,040,657)	$ (2,199,579)

In May 2018, the Company announced the cessation of the professional MMA promotion business. As part of these actions, the Company defaulted on the lease obligation for the Cherry Hill, New Jersey office, refer to “Note 7 Commitments and contingencies”.

As part of the cessation of its professional MMA promotion business, the Company disposed of all long-lived fixed assets and realized a loss on disposal of approximately $223,000.

The Company sold all the professional MMA promotion businesses, with the exception of Victory, to the former business owners and terminated/settled existing employment agreements with these former AMMA employees. In relation to the disposal of HFC, COGA, Shogun, V3, ITFS, and FCOC, the Company disposed of the MMA assets, recorded a $15,000 receivable related to the sale of a business, incurred approximately $246,000 of additional liabilities related to severance payments to former employees, settled the $310,000 earn-out liability related to the Shogun acquisition with the issuance of 366,072 common stock options with a Black-Scholes value of $94,000, issued 30,000 common stock options to a promoter as severance, and agreed to issue 75,000 common stock options to a former employee in connection with termination. The Company realized a gain of approximately $160,000 related to the settlement of outstanding accounts payable and $273,000 related to settlement with a promoter of customer payments. Additionally, the Company has abandoned the Cherry Hill, New Jersey promotion office and recorded a $167,500 charge for the remaining contractual lease payments.

The current assets, long-term assets, current liabilities and long-term liabilities of discontinued operations were as follows:

	June 30, 2018	December 31, 2017
Cash	$ —	$ 90,772
Accounts receivable, net	—	101,195
Other receivables	—	7,254
Current assets - discontinued operations	$ —	$ 199,221

	June 30, 2018	December 31, 2017
Property and equipment, net	$ —	$ 259,463
Intangible assets, net	—	2,414,844
Goodwill	—	4,440,932
Long-term assets - discontinued operations	$ —	$ 7,115,239

	June 30, 2018	December 31, 2017
Accounts payable		

Accrued liabilities	$ 413,766	$ 371,080
Current liabilities - discontinued operations	$ 413,766	$ 382,702

	June 30, 2018	December 31, 2017
Long-term deferred tax liability	$ —	$ 23,943
Long-term liabilities - discontinued operations	$ —	$ 23,943

Note 4. Business Combinations

During 2017, we completed several business acquisitions. We have included the financial results of these business acquisitions in our unaudited condensed consolidated financial statements from their respective dates of acquisition. Goodwill generated from all business acquisitions was primarily attributable to expected synergies from future growth and potential monetization opportunities.

All acquisitions have been accounted for as business acquisitions, under the acquisition method of accounting.

In connection with respective asset purchase agreements, the Company entered into trademark license agreements to license the trademark used by the underlying MMA business.

The Company completed no acquisitions during the six months ended June 30, 2018.

The following acquisitions were completed during 2017:

SuckerPunch

On January 4, 2017, Alliance MMA acquired the stock of Roundtable Creative, Inc., a Virginia corporation d/b/a SuckerPunch Entertainment, a leading fighter management and marketing company, for an aggregate purchase price of $1,686,347, of which $357,500 was paid in cash, $1,146,927 was paid with the issuance of 307,487 shares of Alliance MMA common stock valued at $3.73 per share, the fair value of Alliance MMA common stock on January 4, 2017, and $181,920 was paid with the issuance of a warrant to acquire 93,583 shares of the Company's common stock.

Fight Time

On January 18, 2017, Alliance MMA acquired the mixed martial arts promotion business of Fight Time Promotions, LLC ("Fight Time") for an aggregate consideration of $371,468, of which $84,000 was paid in cash and $287,468 was paid with the issuance of 74,667 shares of the Alliance MMA's common stock valued at $3.85 per share, the fair value of Alliance MMA common stock on January 18, 2017.

National Fighting Championships

On May 12, 2017, Alliance MMA acquired the mixed martial arts promotion business of Undisputed Productions, LLC, doing business as National Fighting Championships or NFC for an aggregate consideration of $506,227, of which $140,000 was paid in cash and $366,227 was paid with the issuance of 273,304 shares of Alliance MMA common stock valued at $1.34 per share, the fair value of Alliance MMA common stock on May 12, 2017.

Fight Club Orange County

On June 14, 2017, Alliance MMA acquired the mixed martial arts promotion business of The Englebrecht Company, Inc., doing business as Roy Englebrecht Promotions and Fight Club Orange County, for an aggregate consideration of $1,018,710, of which $207,900 was paid in cash and $810,810 was paid with the issuance of 693,000 shares of the Company's common stock valued at $1.17 per share, the fair value of Alliance MMA common stock on June 14, 2017.

Victory Fighting Championship

On September 28, 2017, Alliance MMA acquired the mixed martial arts promotion business of Victory Fighting Championship, LLC, doing business as Victory Fighting Championship, for an aggregate consideration of $822,938, of which $180,000 was paid in cash and $642,938 was paid with the issuance of 267,891 shares of the Company's common stock valued at $2.40 per share, the fair value of Alliance MMA common stock on September 28, 2017.

Final Purchase Allocation – SuckerPunch

As consideration for the acquisition of SuckerPunch, the Company delivered the following amounts of cash and shares of common stock.

	Cash	Shares	Warrant Grant	Consideration Paid
SuckerPunch	$ 357,500	307,487	93,583	$ 1,686,347

In connection with the acquisition, 108,289 shares of the 307,487 shares of common stock that were issued as part of the purchase price were placed into escrow to guarantee the financial performance of SuckerPunch post-closing. Accordingly, if the gross profit was less than $265,000 during fiscal year 2017, all 108,289 shares held in escrow will be forfeited. During the first quarter 2018, Management determined the target earn out threshold was not met and as a result, Management anticipates the shares issued in conjunction with the earn out will be returned to the Company, subject to the terms of the respective purchase agreement.

The following table reflects the final allocation of the purchase price for SuckerPunch to identifiable assets, intangible assets, goodwill and identifiable liabilities:

	Final Fair Value
Cash	$ —
Accounts receivable, net	—
Intangible assets	210,000
Goodwill	1,522,605
Total identifiable assets	$ 1,732,605
Total identifiable liabilities	(46,258)
Total purchase price	$ 1,686,347

During the three months ended June 30, 2018, the Company recognized an impairment charge of the net intangible assets and goodwill and fully wrote off these assets.

Final Purchase Allocation – Fight Time Promotions

As consideration for the acquisition of the MMA promotion business of Fight Time, the Company delivered the following amounts of cash and shares of common stock.

	Cash	Shares	Consideration Paid
Fight Time	$ 84,000	74,667	$ 371,468

In connection with the business acquisition, 28,000 shares of the 74,667 shares of common stock that were issued as part of the purchase price were placed into escrow to guarantee the financial performance of Fight Time post-closing. If the gross profit of Fight Time was less than $60,000 during fiscal year 2017, all 28,000 shares held in escrow were to be forfeited. During the first quarter 2018, Management entered a separation agreement with the former owner of Fight Time and released the shares held under escrow.

The following table reflects the final allocation of the purchase price for the business of Fight Time to identifiable assets, intangible assets, goodwill and identifiable liabilities:

	Final Fair Value
Cash	$ —
Accounts receivable	—
Intangible assets	140,000
Goodwill	231,468
Total identifiable assets	$ 371,468
Total identifiable liabilities	—
Total purchase price	$ 371,468

During the year ended December 31, 2017 the Company recognized an impairment charge of the intangible assets and goodwill and fully wrote off these assets.

Final Purchase Allocation – National Fighting Championships

As consideration for the acquisition of the MMA promotion business of NFC, the Company delivered the following amounts of cash and shares of common stock.

	Cash	Shares	Consideration Paid
NFC	$ 140,000	273,304	$ 506,227

In connection with the business acquisition, 81,991 shares of the 273,304 shares of common stock that were issued as part of the purchase price were placed into escrow to guarantee the financial performance of NFC post-closing. Accordingly, if the gross profit of NFC was less than $100,000 during the 12-month period following the acquisition, all 81,991 shares held in escrow will be forfeited. Management determined the target earn out threshold was not met and as a result, Management anticipates the shares issued in conjunction with the earn out will be returned to the Company, subject to the respective purchase agreement.

The following table reflects the final allocation of the purchase price for the business of NFC to identifiable assets, intangible assets, goodwill and identifiable liabilities:

	Final Fair Value
Cash	$ —
Accounts receivable	—
Fixed assets	20,000
Intangible assets	180,000
Goodwill	306,227
Total identifiable assets	$ 506,227
Total identifiable liabilities	—
Total purchase price	$ 506,227

In conjunction with the cessation of the MMA operations, the Company wrote off the residual intangible and tangible assets which is included as a component of discontinued operations – loss on disposal.

Final Purchase Allocation – Fight Club OC

As consideration for the acquisition of the MMA promotion business of Fight Club OC, the Company delivered the following amounts of cash and shares of common stock.

	Cash	Shares	Consideration Paid
Fight Club OC	$ 207,900	693,000	$ 1,018,710

In connection with the business acquisition, 258,818 shares of the 693,000 shares of common stock that were issued as part of the purchase price were placed into escrow to guarantee the financial performance of Fight Club OC post-closing. Accordingly, in the event the gross profit of Fight Club OC is less than $148,500 during the 12-month period following the acquisition, all 258,818 shares held in escrow will be forfeited. In conjunction with the settlement with the former owner of Fight Club OC, Roy Englebrecht, the shares held in escrow were released as part of the separation agreement. Among the assets purchased is a cash balance of $159,000 related to customer deposits on ticket sales for future 2017 MMA promotion events.

The following table reflects the final allocation of the purchase price for the business of the Fight Club OC to identifiable assets, intangible assets, goodwill and identifiable liabilities, and preliminary pro forma intangible assets and goodwill:

	Final Fair Value
Cash	$ 159,000
Accounts receivable	—
Intangible assets	270,000
Goodwill	748,710
Total identifiable assets	$ 1,177,710
Total identifiable liabilities	(159,000)
Total purchase price	$ 1,018,710

In conjunction with the cessation of the MMA operations, the Company wrote off the residual intangible and tangible assets which is included as a component of discontinued operations – loss on disposal.

Final Purchase Allocation – Victory Fighting Championship

As consideration for the acquisition of the MMA promotion business of Victory, the Company delivered the following amounts of cash and shares of common stock.

	Cash	Shares	Consideration Paid
Victory Fighting Championship	$ 180,000	267,891	$ 822,938

In connection with the business acquisition, 121,699 shares of the 267,891 shares of common stock that were issued as part of the purchase price were placed into escrow to guarantee the financial performance of Victory post-closing. Accordingly, in the event the gross profit of Victory is less than $140,000 during the 12-month period following the acquisition, all 121,699 shares held in escrow will be forfeited. Additionally, 146,192 shares were placed into a separate escrow to indemnify the Company for potential additional expenses incurred by Victory prior to the acquisition and to cover any uncollectible accounts receivable. Management determined the target earn out threshold was not met and as a result, management anticipates the shares issued in conjunction with the earn out will be returned to the Company, subject to the respective purchase agreement.

The following table reflects the final allocation of the purchase price for the business of Victory to identifiable assets, intangible assets, goodwill and identifiable liabilities:

	Final Fair Value
Cash	$ —
Accounts receivable	32,180
Fixed assets	30,000
Intangible assets	290,000
Goodwill	578,167
Total identifiable assets	$ 930,347
Total identifiable liabilities	(107,409)
Total purchase price	$ 822,938

In conjunction with the cessation of the MMA operations, the Company wrote off the residual intangible and tangible assets which is included as a component of discontinued operations – loss on disposal.

Note 5. Goodwill and Purchased Identifiable Intangible Assets

Goodwill

In May 2018, the Company ceased all professional MMA promotion operations and committed to an exit/disposal plan of the promotion businesses. In conjuction with the discontinued operations, $4,440,932 of Goodwill was classified as Long term assets - discontinued operations within the December 31, 2017, condensed consolidated balance sheet, which was disposed of during the second quarter 2018. Refer to "*Note 3 Discontinued Operations*".

During the three and six months ended June 30, 2018, the Company recorded a goodwill impairment of $1.5 million within the Athlete Management Segment. The impairment was identified as part of Management's review of impairment indicators. Accordingly, it was determined that the recoverable value of the reporting unit was less than the carrying value and therefore, an impairment loss was recorded.

Goodwill

The change in the carrying amount of goodwill for the six months ended June 30, 2018 is as follows:

Balance as of December 31, 2017	$ 1,522,605
Impairment – goodwill	(1,522,605)
Balance as of June 30, 2018	$ —

Intangible Assets

During the three and six months ended June 30, 2018, the Company recorded an intangible impairment charge of $413,583 related to the write down of the ticketing software, trademark and brand, fighter contracts, promoter relationships and sponsor relationships acquired intangible assets from the CageTix and SuckerPunch business acquisitions.

The change in the carrying amounts of intangible assets for the six months ended June 30, 2018 is as follows:

Balance as of December 31, 2017	$ 472,250
Amortization	58,667
Impairment – intangibles	413,583
Balance as of June 30, 2018	$ —

Identified intangible assets consist of the following:

		June 30, 2018				December 31, 2017		
Intangible assets	**Useful Life**	**Gross Assets**	**Accumulated Amortization**	**Impairment**	**Net**	**Gross Assets**	**Accumulated Amortization**	**Net**
Ticketing software	3 years	$ 90,000	$ (52,500)	$ 37,500	$ —	$ 90,000	$ (37,500)	$ 52,500
Trademark and brand	3 years	50,000	(25,000)	25,000	—	50,000	(16,667)	33,333
Fighter contracts	3 years	140,000	(21,000)	119,000	—	140,000	(14,000)	126,000
Promoter relationships	6 years	277,099	(57,516)	219,583	—	277,099	(31,682)	245,417
Sponsor relationships	4 years	20,000	(7,500)	12,500	—	20,000	(5,000)	15,000
Total intangible assets, gross		$ 577,099	$ (163,516)	$ 413,583	$ —	$ 577,099	$ (104,849)	$ 472,250

Amortization expense for the three months ended June 30, 2018 and 2017, was $29,333 and $29,333, respectively.

Amortization expense for the six months ended June 30, 2018 and 2017, was $58,667 and $58,667, respectively.

In May 2018, the Company ceased all professional MMA promotion operations and committed to an exit/disposal plan of the promotion business. In conjunction with the discontinued operations, $2.4 million of intangible assets, net, were classified as long term assets - discontinued operations within the December 31, 2017, condensed consolidated balance sheet, which were disposed of during the second quarter 2018.

As of June 30, 2018, the balance of intangible assets was $0.

Note 6. Debt

Notes Payable

In December 2017, the Company issued a promissory note to an individual for $300,000 of borrowings for operating capital leading up to our public offering in January 2018. The note had a maturity of 30 days and was paid in full at maturity in January 2018 including interest of $45,000. The note was personally guaranteed by Joseph Gamberale, one of our board members.

In May 2018, the Company issued a promissory note to an individual for $90,000 of borrowings for operating capital. The note had a maturity of June 30, 2018 and was paid in full in June 2018, including interest of $625. The note was secured by our common shares in Round Table Creative, Inc., (d/b/a “SuckerPunch Entertainment”).

On May 9, 2018, the Company borrowed $200,000 from an individual pursuant to a promissory note. The note bears interest at 40% annually and initially matured on June 25, 2018. In June 2018, the note holder agreed to extend the maturity to December 31, 2018. Mr. Gamberale personally guaranteed the note and Mr. Gamberale and Mr. Tracy agreed to subordinate their existing notes to the repayment of this note.

On June 28, 2018, the Company entered into a Securities Purchase Agreement (“SPA”) with SCWorx Acquisition Corp. (“Purchaser”), under which the Company agreed to sell up to $1M in principal amount of convertible notes and Warrants to purchase up to 671,142 shares of common stock. The Note is convertible into shares of common stock at a conversion price of $0.3725 and the Warrants are exercisable for shares of common stock at an exercise price of $0.3725.

On June 29, 2018, the Company sold the Purchaser convertible notes in the principal amount of $500,000 and warrants to purchase 335,570 shares of common stock, for an aggregate purchase price of $500,000. The Note bears interest at 10% annually and matures on June 27, 2019. The Purchaser has agreed in the SPA to fund (i) a second tranche of $250,000 upon the signing of a merger agreement with the Purchaser and (ii) a third tranche of $250,000 upon mutual agreement of the Purchaser and Company. Refer to Note 11 - *Subsequent Events.*

Repayment of the note is subject to acceleration in certain circumstances. In the event of a default under the Note, the Company is required to pay an amount equal to 110% of all amounts due under the Note. Negative covenants in the Note include restrictions on incurring additional indebtedness and sales of assets without approval of the outside directors. The note may be prepaid at any time following issuance, subject to payment of a variable premium ranging between 10% (redemption within 90 days of issuance) and 20% (redemption after 90 days). If the Company enters into a merger/acquisition transaction or change of control transaction with a party other than the Purchaser, then the Purchaser shall have the option to have the outstanding Notes and Warrants redeemed for an amount of cash equal to their “Black Scholes Value.”

The Company applied a portion of the proceeds of the $500,000 note to repay the aforementioned $90,000 promissory note. Accordingly, the lien on the capital stock of SuckerPunch Entertainment has been released and the Company now owns that capital stock free and clear of all liens.

As of June 30, 2018, the Company received $554,375 under the agreement, of which $54,375 was remitted back to the purchaser in July 2018 as it was erroneously funded.

Related Party Promissory Notes

On April 10, 2018, the Company borrowed a total of $300,000 from two of its board members, Joseph Gamberale and Joel Tracy, pursuant to promissory notes of $150,000, respectively. The notes bear interest at 12% annually and mature May 21, 2018. Mr. Gamberale personally guaranteed Mr. Tracy's Note.

On May 21, 2018 Mr. Gamberale agreed to extend the maturity to August 31, 2018. The repayment of this note is subordinate to the $200,000 promissory note of May 9, 2018. In July 2018, Mr. Gamberale agreed to convert his note to common shares (at a rate of $.3725 per share) and warrants (25% warrant coverage with an exercise price of $.3725 per share) (same terms as the SCWorx investment).

On May 21, 2018 Mr. Tracy agreed to extend the maturity to December 31, 2018.

Note 7. Commitments and Contingencies

Operating Leases

The Company does not own any real property. The Company's principal executive offices are located at an office complex in New York, New York, comprised of approximately twenty thousand square feet of shared office space and services that we are leasing. The lease had an original one-year term that commenced on December 1, 2015, which was renewed until November 30, 2018. The lease allows for the limited use of private offices, conference rooms, mail handling, videoconferencing, and certain other business services.

In November 2016, the Company entered a sublease agreement for office and video production space in Cherry Hill, New Jersey. The lease originally expired on June 30, 2019. In June 2018, the Company abandoned the facility and on June 21, 2018 the sub-landlord filed suit against the Company for non-payment of rent. Currently the Company is in negotiations to settle the remaining payments due under the leases and has accrued the remaining amount due of $167,475, at June 30, 2018, within current liabilities - discontinued operations of the condensed consolidated balance sheet.

With the acquisition of FCOC, the Company assumed a lease for office space in Orange County, California. The lease originally expires in September 2018. In conjunction with the discontinued operations the Company agreed to sell Fight Club OC to the former owner Roy Englebrecht which included the Orange County, California office lease.

Lease expense for the Cherry Hill, New Jersey and Orange County, CA facilities is included as a component of discontinued operation - general and administrative expense.

Each of the acquired businesses operated from home offices or shared office space arrangements.

Warrants

In conjunction with the stock offering completed in January 2018, the Company issued warrants with a provision requiring the Company to pay the warrant holder the Black - Scholes value of the warrant upon a fundamental transaction. On August 20, 2018, the Company entered into a stock Exchange Agreement with SC Work Corp. which upon closing will qualify as a fundamental transaction within the warrant agreement. For illustration purposes only, if the stock price at closing was $0.67, the Black - Scholes value world approximate $0.53 per share based upon todays volatility and risk-free interest rate. As of August 30, 2018, there were 1,742,250 warrants outstanding which are subject to this Black – Scholes payout provision.

Contingencies

Legal Proceedings

In conducting our business, we may become involved in legal proceedings. We will accrue a liability for such matters when it is probable that a liability has been incurred and the amount can be reasonably estimated. When only a range of possible loss can be established, the most probable amount in the range is accrued. If no amount within this range is a better estimate than any other amount within the range, the minimum amount in the range is accrued. The accrual for a litigation loss contingency might include, for example, estimates of potential damages, outside legal fees and other directly related costs expected to be incurred.

In April and May 2017, respectively, two purported securities class action complaints—*Shapiro v. Alliance MMA, Inc*., No. 1:17-cv-2583 (D.N.J.), and *Shulman v. Alliance MMA, Inc*., No. 1:17-cv-3282 (S.D.N.Y.)—were filed against the Company and certain of its officers in the United States District Court for the District of New Jersey and the United States District Court for the Southern District of New York, respectively. The complaints alleged that the defendants violated certain provisions of the federal securities laws, and purported to seek damages in an amount to be alleged on behalf of a class of shareholders who purchased the Company's common stock pursuant or traceable to the Company's initial public offering. In July 2017, the plaintiffs in the New York action voluntarily dismissed their claim and, on March 8, 2018, the parties reached a settlement to the New Jersey action in which the carrier for our directors and officers liability insurance policy has agreed to cover Alliance's financial obligations, including legal fees, under the settlement arrangement, subject to our payment of a deductible of $250,000, of which approximately $103,000 is included within accounts payable. The complaint is scheduled for final dismissal in October 2018.

In October 2017, a shareholder derivative claim based on the same facts that were alleged in the class action complaints was filed against the directors of the Company in the District Court for the District New Jersey; however, a complaint was not served on the defendants and, on February 2, 2018 the claim was dismissed by the District Court.

In June 2018, the landlord of our Cherry Hill, New Jersey office filed suit against the Company for non-payment of rent. Currently the Company is in negotiations to settle the remaining payments due under the lease. The Company recorded $167,000 of expense related to the lease within discontinued operations - general and administrative for the cost of the remaining payments under the lease agreement. This amount is accrued for at June 30, 2018 within the current liabilities - discontinued operations balance.

In June 2018, the Company's former President, Robert Haydak, filed suit against the Company. The Company and Mr. Haydak resolved the suit effective July 2018 with the Company agreeing on a cash settlement of $50,000, and delivery of certain MMA promotion fixed assets. The Company has accrued the settlement as of June 30, 2018 which is included within discontinued operations - general and administrative expense and current liabilities - discontinued operations balance.

Earn Out

Management evaluated the financial performance of CFFC, COGA, HFC, Shogun, V3, CageTix, and IT Fight Series in 2017 compared to the earn out thresholds as described in the respective Asset Purchase Agreements. Based upon management's estimates, the Company recorded an earn out liability in 2017 of approximately $310,000 related to Shogun's financial results. In conjunction with the cessation of the professional MMA promotions, the Company sold the Shogun promotion to the former owner and settled the earn out liability with the issuance of 366,072 options with an exercise price of $0.35 per option and Black-Scholes value of $94,000.

Note 8. Stockholders' Equity

Stock Offering

On January 9, 2018, the Company entered into an Underwriting Agreement (the "Underwriting Agreement") with Maxim Group LLC, acting as sole book-running manager (the "Underwriter"), for a secondary public offering (the "Offering") of a combination of 2,150,000 shares of common stock, par value $0.001 per share (the "Common Stock") of the Company, and 1,935,000 warrants to purchase 1,935,000 shares of Common Stock (the "Warrants"). Each share of Common Stock was sold in combination with a Warrant to purchase 0.90 shares of Common Stock. The Warrants have a five-year term and an original exercise price of $1.10 per share.

The warrants have a price provision ("ratchet") in cases where the Company sells common stock or settles liabilities with equity. During June, July and August, the Company completed qualifying transactions under the SCWorx note resulting in the warrant exercise price being adjusted to $0.31 in June and $0.29, the floor exercise price, in July. Based upon ASU 2017-11, the decrease in the exercise price of the warrant has been fair valued at approximately $190,000 and accounted for as a non-cash dividend within the condensed consolidated balance sheet. The warrant also has a provision requiring the Company to pay the warrant holders the Black-Scholes value of the warrant upon consummation of a fundamental transaction. On August 20, 2018, the Company entered a stock exchange agreement with SCWorx which, upon closing, meets this definition.

The Offering price was $1.00 per share of Common Stock and related Warrant and the Underwriter had agreed to purchase the shares of Common Stock and related Warrants from the Company at a 7.0% discount to the Offering price. In addition, the Company granted to the Underwriter a 45-day option to purchase up to an additional 322,500 shares of Common Stock and/or 290,250 Warrants to purchase 290,250 shares of Common Stock at the same price to cover over-allotments, if any. The underwriter exercised this option is February 2018 resulting in an additional $50,000 from the sale and issuance of 50,000 shares and 272,500 warrants. The Underwriting Agreement contains

customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and the Underwriter, including for liabilities under the Securities Act of 1933, as amended, other obligations of the parties and termination provisions.

The gross proceeds to the Company from the Offering and overallotment were approximately $2.2 million before underwriting discounts and commissions and other offering expenses.

The Offering was made pursuant to an effective shelf registration statement on Form S-3 that was declared effective by the Securities and Exchange Commission on December 1, 2017 and a prospectus supplement, dated January 9, 2018, together with the accompanying base prospectus.

One of our board members, Joseph Gamberale, participated in the offering and acquired 25,000 units which included 22,500 warrants.

Common Stock Private Placements

In July 2017, the board of directors approved the issuance of up to $2.5 million of our common stock in one or more private placements.

In July 2017, Board members and an employee executed subscription agreements for 513,761 units at a purchase price of $1.09 per unit. In August 2017, the Company determined that the amount raised through such sales was insufficient to meet its current needs, and accordingly solicited subscription agreements from third parties for 965,000 units at $1.00 per unit. Each unit sold in these placements consists of one restricted share of AMMA common stock and a warrant to acquire one share of common stock at an exercise price of $1.50 per share. The Company issued all 1,478,761 shares of common stock sold in these placements on August 29, 2017.

In October and November 2017, the Company solicited subscription agreements from third parties for 390,000 units at $1.25 per unit. Each unit sold in the placement consists of one restricted share of AMMA common stock and a warrant to acquire one half a share of common stock, 195,000 shares in total, at an exercise price of $1.75 per share.

The warrant issued with the October common stock placement included a ratchet provision for cases where the Company sells common stock or settles liabilities with equity. The Company completed a transaction which resulted in the warrant exercise price being adjusted to $1.10. Based upon ASU 2017-11, the decrease in the exercise price of the warrant has been fair valued at approximately $10,000 and accounted for as a non-cash dividend within the condensed consolidated balance sheet.

Common Stock Grant

In February 2017, the Company entered a consulting arrangement with DC Consulting for management consulting services with a term of one year and included the grant of 150,000 shares subject to board of director approval. In July 2017, the Company issued the 150,000 restricted shares to DC Consulting under the arrangement and recognized stock-based compensation of approximately $148,000, the fair value of the shares on the date of issuance.

Option Grants

In August 2016, the Company entered into an employment agreement with John Price as the Company's Chief Financial Officer. In connection with Mr. Price's employment he was awarded a stock option grant to acquire 200,000 shares of the Company's common stock. The stock option had a term of ten years, an exercise price of $4.50, and a grant date fair value of $364,326, and vested one third of the shares on the one year anniversary of the grant date and one third annually thereafter. The Company recognized $61,000 of stock-based compensation expense during the six months ended June 30, 2018. On June 6, 2018, the Company cancelled the original stock option grant and issued a new stock option grant to acquire 200,000 shares of the Company's common stock. The stock option has a term of five years, an exercise price of $0.36, was vested upon grant, and had a grant date fair value of $42,000. The Company determined the fair value of the stock option using the Black - Scholes model.

On February 1, 2017, the Company entered into an employment agreement with James Byrne as the Company's Chief Marketing Officer. In connection with Mr. Byrne's employment he was awarded a stock option grant to acquire 100,000 shares of the Company's common stock. The stock option has a term of 5 years, an exercise price of $3.55, and a grant date fair value of $247,882, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model. In February 2018, Mr. Byrne was terminated, and in May 2018, the Company entered a separation agreement for $25,000 and agreed to cancel Mr. Byrne's existing stock option grant and issue a new award. On June 27, 2018, the Company issued a stock option grant outside the 2016 Equity Incentive Plan to acquire 100,000 shares of the Company's common stock. The stock option has a term of 5 years, an exercise price of $0.31 per share, was vested upon grant, and had a grant date fair value of $17,000. The Company determined the fair value of the stock option using the Black-Scholes model.

On May 25, 2018, the Company commenced the cessation of the professional MMA promotion business. In relation to the disposal of the Iron Tiger Fight Series promotion, the Company awarded the former owner, Scott Sheeley, a stock option grant to acquire 30,000 shares of the Company's common stock. The stock option has a term of five years, and on exercise price of $0.35 and a Black - scholes value of $7,674, which is included as a component of discontinued operations - general and administrative expense.

Stock Option Plan

On December 19, 2016, the Board of Directors of the Company awarded stock option grants under the 2016 Equity Incentive Plan to four employees to acquire an aggregate of 200,000 shares of the Company's common stock. The stock options have a term of 10 years and an exercise price of $3.56 per share, vest annually over three years in three equal tranches and have a grant date fair value of $497,840. The Company determined the fair value of the stock options using the Black-Scholes model. Each award was accepted by the recipient during the first quarter 2017 at which point the Company began to recognize stock-based compensation expense. In May 2018, in conjunction with the cessation of the professional MMA business, three of the employees were terminated, and 100,000 unvested options were returned to the plan. The Company recognized $21,000 and $62,000 of stock-based compensation expense during the six months ended June 30, 2018 and 2017, respectively. The Company recognized a net benefit of ($10,400) from the forfeiture of stock options during the three months ended June 30, 2018 and $31,100 of expense for the three months ended June 30, 2017.

On May 15, 2017, the Company entered into an employment agreement with Ira Rainess as the Company's EVP of Business Affairs. In connection with Mr. Rainess' employment, in September 2017, he was awarded a stock option grant to acquire 100,000 shares of the Company's common stock. The stock option has a term of 3 years, an exercise price of $1.30, and a grant date fair value of $53,306, and vests one half of the shares on the one year anniversary of the grant date and one half on the second anniversary. The Company determined the fair value of the stock option using the Black-Scholes model.

On December 17, 2017, the Company awarded Robert Mazzeo, the Company's external General Counsel at that time, a stock option grant to acquire 125,000 shares of the Company's common stock. The option has a term of three years, an exercise price of $1.50, and a grant date fair value of $77,500, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model.

In March 2018, the Board of Directors authorized a stock option grant to Robert Mazzeo, CEO and Ira Rainess EVP of Business Affairs. Mr. Mazzeo's award was for 250,000 shares with an exercise price of $0.53 and vests upon grant. Mr. Rainess' award was for 250,000 shares with an exercise price of $0.53 and vests upon grant. As of the date of this report the option agreements had not been issued.

On May 25, 2018, the Company commenced cessation of the professional MMA promotion business. In relation to the disposal of the Shogun promotion, the Company awarded the former owner, John Rallo, a stock option grant to acquire 366,072 shares of the Company's common stock. The stock option was vested upon grant, has a term of five years, an exercise price of $0.35 and a Black-Scholes value of $94,000. The option award was issued as settlement of the $310,000 earn-out, the Company realized a gain of $216,000, which is included as a component of discontinued operations - general and administrative expense.

On June 6, 2018, the Company awarded Joe Gamberale, the Company's board member, a stock option grant to acquire 150,000 shares of the Company's common stock. The option has a term of five years, an exercise price of $0.36, and a grant date fair value of $38,000, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model.

On June 6, 2018, the Company awarded Joel Tracy, the Company's board member, a stock option grant to acquire 150,000 shares of the Company's common stock. The option has a term of five years, an exercise price of $0.36, and a grant date fair value of $38,000, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model.

On June 6, 2018, the Company awarded Burt Watson, the Company's board member, a stock option grant to acquire 150,000 shares of the Company's common stock. The option has a term of five years, an exercise price of $0.36, and a grant date fair value of $38,000, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model.

On June 6, 2018, the Company awarded Burt Watson, the Company's Vice President of Operations, a stock option grant to acquire 75,000 shares of the Company's common stock. The option has a term of five years, an exercise price of $.036, and a grant date fair value of $19,100, and was fully-vested upon grant. The Company determined the fair value of the stock option using the Black-Scholes model.

Warrant Grants

On January 4, 2017, in connection with the acquisition of SuckerPunch, the Company entered an employment agreement with Bryan Hamper as Managing Director. Mr. Hamper was awarded a warrant to acquire 93,583 shares of the Company's common stock. The warrant has a term of 5 years, an exercise price of $3.74, and a grant date fair value of $181,920, and was fully-vested upon grant and is included as a component of the SuckerPunch purchase price. The Company determined the fair value of the warrant using the Black-Scholes model.

On March 10, 2017, the Company entered into a service agreement with World Wide Holdings and issued a warrant to acquire 250,000 shares of the Company's common stock. The warrant has an exercise price of $4.50, term of three years and vest in equal one third increments on April 1, July 1 and October 1, 2017. The Company determined the fair value of the warrant to be $169,000 which was expensed in the second quarter 2017. The Company determined the fair value of the warrant using the Black-Scholes model.

On January 12, 2018, the Company entered into a service agreement with National Services, LLC ("National"), and issued a warrant to acquire 100,000 shares of the Company's common stock. The warrant has an exercise price of $1.10, term of five years and was vested upon grant. The service agreement allowed National to earn up to 300,000 additional warrants, each with an exercise price of $1.10 and five-year term, based upon achieving certain designated milestones. The Company is in negotiations to terminate the agreement. The

Company determined the fair value of the warrant to be $38,000 which was expensed in the first quarter 2018. The Company determined the fair value of the warrant using the Black-Scholes model.

On April 11, 2018, the Company entered into a service agreement with a consultant, and issued a warrant to acquire 100,000 shares of the Company's common stock. The warrant has an exercise price of $1.10, term of five years and was vested upon grant. The Company determined the fair value of the warrant using the Black-Scholes model and determined the value to be $25,580, which was expensed during the second quarter 2018.

The number of shares of the Company's common stock that are issuable pursuant to warrant and stock option grants with time-based vesting as of June 30, 2018 are:

	Warrant Grants		Stock Option Grants	
	Number of Shares Subject to Warrants	Weighted-Average Exercise Price Per Share	Number of Shares Subject to Options	Weighted-Average Exercise Price Per Share
Balance at December 31, 2017	2,239,574	$ 2.54	725,000	$ 3.15
Granted	2,742,820	0.38	1,221,072	0.35
Exercised	-	-	-	-
Cancelled/Forfeited	-	-	(400,000)	4.03
Balance at June 30, 2018	4,982,394	$ 1.33	1,546,072	$ 0.71
Exercisable at June 30, 2018	4,982,394	$ 1.33	1,462,739	$ 0.38

As of June 30, 2018 and 2017, the total unrecognized expense for unvested stock options, net of expected forfeitures, was approximately $220,000 and $668,000, respectively. None of the unrecognized expense is related to our discontinued operations.

Stock-based compensation expense for the three and six months ended June 30, 2018 and 2017 is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
General and administrative expense	$ 228,161	$ 230,877	$ 334,299	$ 292,353

Stock-based compensation expense included in discontinued operations for the three and six months ended June 30, 2018 and 2017 is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
General and administrative expense	$ 107,759	$ 10,372	$ 118,130	$ 268,625

Stock-based compensation expense categorized by the equity components for the three months ended June 30, 2018 and 2017 is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Employee stock options	$ 202,581	$ 61,476	$ 270,719	$ 122,952
Warrants	25,580	169,401	63,580	169,401
Common stock	-	-	-	-
	$ 228,161	$ 230,877	$ 334,299	$ 292,353

Note 9. Net Loss per Share

Basic net loss per share is computed by dividing net loss for the period by the weighted average shares of common stock outstanding during each period. Diluted net loss per share is computed by dividing net loss for the period by the weighted average shares of common stock, common stock equivalents and potentially dilutive securities outstanding during each period. The Company uses the treasury stock method to determine whether there is a dilutive effect of outstanding option grants.

The following table sets forth the computation of the Company's basic and diluted net loss from continuing operations per share and net loss per share for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Net loss from continuing operations	$ (3,354,612)	$ (1,347,595)	$ (4,391,864)	$ (2,474,329)
Non-cash dividend	200,000	—	200,000	—
Adjusted net loss from continuing operations for common shareholders	$ (3,554,612)	$ (1,347,595)	$ (4,591,864)	$ (2,474,329)
Weighted-average common shares used in computing net loss per share, basic and diluted	14,862,974	9,510,460	14,729,825	9,400,339
Net loss per share, basic and diluted	$ (0.24)	$ (0.14)	$ (0.31)	$ (0.26)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Net loss	$ (7,928,601)	$ (2,304,075)	$ (12,432,521)	$ (4,673,908)
Non-cash dividend	200,000	—	200,000	—
Adjusted net loss for common shareholders	$ (8,128,601)	$ (2,304,075)	$ (12,632,521)	$ (4,673,908)
Weighted-average common shares used in computing net loss per share, basic and diluted	14,862,974	9,510,460	14,729,825	9,400,339
Net loss per share, basic and diluted	$ (0.55)	$ (0.24)	$ (0.86)	$ (0.50)

The following securities were excluded from the computation of diluted net loss per share for the periods presented because including them would have been anti-dilutive:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Stock options (exercise price $0.31 - $4.50 per share)	1,546,072	500,000	1,546,072	500,000
Warrants (exercise price $0.31 - $7.43)	4,646,824	565,813	4,646,824	565,813
Total common stock equivalents	6,192,896	1,065,813	6,192,896	1,065,813

Note 10. Segments

Beginning in the fourth quarter of 2017, the Company began reporting its financial results within two reportable segments: (1) Ticket Services and (2) Athlete Management. There are certain corporate overhead costs that are not allocated to these reportable segments because these operating amounts are not considered in evaluating the operating performance of the Company's business segments. The Chief Financial Officer is the Chief Operating Decision Maker ("CODM") as defined by the authoritative guidance on segment reporting. The Ticket Services segment includes the ticketing services business of CageTix. The Ticketing Services segment provides event ticket services to third parties promotions. The Athlete Management Segment includes the acquired athlete management business of SuckerPunch, which provides athlete management services to professional MMA fighters.

The following table sets forth the Company's segment revenue, operating expenses and operating (loss) / income for the periods indicated:

	Three Months, Ended June 30, 2018			
	Ticket Service	Athlete Management	Corporate	Total
Revenue	$ 24,807	$ 155,850	$ —	$ 180,657
Operating expenses	37,575	176,274	3,321,420	3,535,269
Operating (loss)	$ (12,768)	$ (20,424)	$ (3,321,420)	$ (3,354,612)

	Six Months, Ended June 30, 2018

	Ticket Service	Athlete Management	Corporate	Total
Revenue	$ 116,140	$ 347,092	$ 25,000	$ 488,232
Operating expenses	78,553	302,143	4,499,400	4,880,096
Operating (loss)/income	$ 37,587	$ 44,949	$ (4,474,400)	$ (4,391,864)

Revenue is derived from customers within the United States and it is expected to continue to be a significant portion of revenue in future periods. Operating segments do not record inter-segment revenue.

As of June 30, 2018, all assets were held in the United States. The CODM does not evaluate operating segments using discrete asset information and we do not identify or allocate assets by operating segments.

Note 11. Subsequent Events

Legal Settlement – Robert Haydak

In June 2018, the Company's former President, Robert Haydak, filed suit against the Company. The Company and Mr. Haydak resolved the suit effective July 2018 with the Company agreeing on a cash settlement of $50,000 and delivery of certain MMA promotion fixed assets. The Company has accrued the settlement as of June 30, 2018 which is included within discontinued operations - general and administrative expense.

Related Party Note Payable

On July 5, 2018, Joe Gamberale, a director of the Company, agreed to convert $150,000 of Company debt into 402,685 shares of common stock and warrants to purchase 100,671 shares of common stock at an exercise price of $0.3725 (the same basic terms as the SCWorx investment outlined above (a conversion rate and exercise price of $0.3725, with the same warrant coverage).

Consulting Agreement

In July 2018, the Company engaged a valuation expert to complete valuation procedures of behalf of management and the Board with a cost of $100,000.

Employee Settlement

In July 2018, the Company entered a settlement agreement, effective as of May 31, 2018, with a former employee, in relation to the termination of his employment. The Company agreed to pay the former employee $129,800 and issue a fully vested stock option grant dated July 30, 2018 for 75,000 common shares with a life of 5 years and exercise price of $0.20.

SCWorx Transactions

Pursuant to the SCWorx SPA, on July 31, 2018, the Company sold the Purchaser convertible notes in the principal amount of $60,000 and warrants to purchase 40,269 shares of common stock, for an aggregate purchase price of $60,000. The Note bears interest at 10% annually and matures on July 31, 2019. The warrant has an exercise price of $0.37525, term of five years and was vested upon grant.

On August 20, 2018, the Company entered into the Stock Exchange Agreement (SEA) with SCWorx Corp., a software as services (SAAS) company servicing the healthcare industry. Under the Agreement, the Company agreed to purchase from the SCWorx shareholders all the issued and outstanding capital stock of SCWorx, in exchange for which the Company agreed to issue at the closing that number of shares of Company common stock equal to the quotient of $50,000,000 divided by the closing price of the Company's common stock upon the completion of the acquisition (subject to a cap of $0.67 per share).

Pursuant to the SCWorx SPA, on August 21, 2018, SCWorx funded $160,000 of the remaining $190,000 of the $250,000 tranche which was due upon execution of the Stock Exchange Agreement with SCWorx and issued warrants to purchase 127,517 shares of common stock. SCWorx has to date funded $720,000 of the aggregate $1 million contemplated by the SCWorx SPA. The warrant has an exercise price of $.3725, term of five years, and was vested upon grant.

Consummation of the transactions contemplated by the SEA is subject to satisfaction of a variety of conditions, including approval by the Company and SCWorx' shareholders and the combined company meeting the listing qualifications for initial inclusion on the Nasdaq Stock Market.

Consequently, there is no assurance that the Company will be able to consummate the transactions contemplated by the SEA. If the Company completes the planned acquisition, management may dispose of the fighter management and ticketing businesses and focus on the SCWorx SAAS business, which is focused on streamlining the three core healthcare provider systems; Supply Chain, Financial and Clinical (EMR) enabling providers' enterprise systems to work as one automated and seamless business management system.

SCWorx offers an advanced software solution for the management of health care providers' foundational business applications, empowering its customers to significantly reduce costs, drive better clinical outcomes and enhance their revenue. SCWorx supports the interrelationship between the three core healthcare provider systems: Supply Chain, Financial and Clinical. This solution moves data from one application to another to drive supply cost reductions, optimize contracts, increase supply chain management (SCM) cost visibility and control rebates and contract administration fees.

Employee Separation

In August 2018, the Company entered a separation agreement with a former employee in relation to an employment agreement. The

Company agreed to pay the former employee $50,000 in exchange for terminating the employment agreement.

Warrant Exercise

Subsequent to the announcement of the SCWorx acquisition, as of August 31, 2018 the Company has received warrant exercise notices resulting in the issuance of 465,000 shares and gross proceeds of approximately $135,000.

NASDAQ Notice

As previously reported, the Company has not been in compliance with Nasdaq's minimum bid price requirement of $1.00 per share, as set forth in Nasdaq Listing Rule 5550(a)(2), for continued listing on Nasdaq. On August 29, 2018, the Nasdaq officially notified the Company that it (i) did not meet the Nasdaq's stockholder equity requirement of $2.5 million for continued listing, as set forth in Nasdaq Listing Rule 5550(b)(1), (ii) continues to not meet the Nasdaq's minimum bid price requirement of $1.00 per share, for continued listing, as set forth in Nasdaq Listing Rule 5550(a)(2), and (iii) did not meet the Nasdaq periodic reporting requirement set forth in Nasdaq Listing Rule 5250(c)(1) because the Company had not as of August 29, 2018, filed this Quarterly Report on Form 10Q for the quarter ended June 30 ,2018.

As a result, per the Nasdaq Notice, the Company's securities will be scheduled for delisting from The Nasdaq Capital Market and will be suspended at the opening of business on September 7, 2018, and a Form 25-NSE will be filed with the Securities and Exchange Commission (the "SEC"), which will remove the Company's securities from listing and registration on The Nasdaq Stock Market, unless the Company requests an appeal of the Nasdaq's determination, which the Company intends to request. On August 30, 2018, the Company requested a hearing to appeal the Nasdaq's delisting determination, which had the effect of staying the delisting during the pendency of the appeal.

However, since one of the bases for delisting set forth in the Nasdaq Notice is a delinquent periodic report, the request for an appeal stays the suspension of trading on Nasdaq for only 15 days, but the filing of the delinquent periodic report (this Quarterly Report on Form 10Q) cures this delinquency, with the effect being that the Company's common stock should trade on Nasdaq and the delisting will be stayed during the pendency of the Company's appeal to Nasdaq. Nevertheless, the Company also filed a request for an extended stay which, if granted, would stay the suspension of trading during the pendency of the appeal.

As noted above, the Company has noticed an appeal of the delisting determination to the Nasdaq and, in connection with such appeal, the Company intends to present to the Nasdaq the Company's plan for meeting the Nasdaq's original listing qualifications, in connection with the closing of the business combination of SCWorx. In order for the Company's common stock to qualify for listing on the Nasdaq Stock Market following completion of the acquisition, the Company will be required to meet the Nasdaq's listing standards for original listing (including among others its minimum bid price of $4 per share and minimum $5 million of stockholders' equity).

The Company expects that, on a combined basis with SCWorx, it should be able to meet the Nasdaq's requirements for original listing. If the Company does not prevail on appeal, the Company's common stock would be delisted from the Nasdaq Stock Market, which would result in the failure of a closing condition to the SCWorx business combination, which, if not waived by SCWorx, would result in the termination of such transaction, which would have a material adverse effect on the Company.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion of our financial condition and results of operations in conjunction with our unaudited condensed consolidated financial statements and the related notes included in Item 1, "Financial Statements" of this Form 10-Q. In addition to our historical unaudited condensed consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs which involves risk, uncertainty and assumptions. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Form 10-Q.

Corporate Information

Our principal executive offices are located at 590 Madison Avenue, 21 st Floor, New York, New York, 10022. Our telephone number is (212) 739-7825.

Our Business

Alliance MMA began its operations as a sports media company operating regional mixed martial arts ("MMA") promotion business under the Alliance MMA name as well as under the trade names of the regional promoters we acquired. The fighters who participated in our MMA promotions were provided the opportunity to develop and showcase their talents for advancement to the next level of professional MMA competition. On May 25, 2018, the Board of Directors, along with management, committed the Company to an exit/disposal plan of the promotion business because it did not believe the business units were able generate sufficient operating cash flows to fund the ongoing operations. As of the date of this filing the Company has disposed of the following promotion businesses:

- CFFC
- HFC
- COGA
- Shogun
- V3
- ITFS
- FCOC
- NFC
- Fight Time

The Company is focused on operating its fighter management business, SuckerPunch Entertainment, and MMA ticketing platform, CageTix, along with completing the acquisition of SCWorx, pursuant to the SEA executed August 20, 2018.

As of the date of this filing, the Company owns the rights to the Victory promotion.

Fighter Management

SuckerPunch Entertainment ("SuckerPunch") – based in Northern Virginia, SuckerPunch manages over approximately 150 professional MMA fighters. Since 2007, SuckerPunch has managed several UFC titleholders including Joanna Jedrzejczyk, Jens Pulver, Carla Esparza and, most recently, Max Holloway.

Ticketing Platform

CageTix – founded in 2009, CageTix focusses its ticket sales service on the MMA industry. In addition to providing ticket services for our events, CageTix presently services many of the industry's top U.S. mixed martial arts events.

Enhancing the CageTix Ticketing Platform

The CageTix platform provides significant benefits to third party MMA promotions, including the security of credit/debit card sales processing; immediate revenue recognition; real time sales reporting; and sales audit and compliance tracking for tax and regulatory authorities.

Proposed SCWorx Acquistion

As described elsewhere in this Report, on August 20, 2018, the Company entered into a Stock Exchange Agreement (SEA) with SCWorx Corp., a software as services ("SAAS") company servicing the healthcare industry, under which the Company agreed to purchase from the SCWorx shareholders all the issued and outstanding capital stock of SCWorx, in exchange for which the Company agreed to issue at the closing that number of shares of Company common stock equal to the quotient of $50,000,000 *divided by* the closing price of the Company's common stock upon the completion of the acquisition (subject to a cap of $.67 per share). Consummation of the transactions contemplated by the SEA is subject to satisfaction of a variety of conditions, including approval by the Company and SCWorx' shareholders and the combined company meeting the listing qualifications for initial inclusion on the Nasdaq Stock Market.

Consequently, there is no assurance that the Company will be able to consummate the transactions contemplated by the SEA. If the Company completes the planned acquisition, management may dispose of the fighter management and ticketing businesses and focus on the SCWorx SAAS business, which is focused on streamlining the three core healthcare provider systems; Supply Chain, Financial and Clinical (EMR) enabling providers' enterprise systems to work as one automated and seamless business management system.

SCWorx offers an advanced software solution for the management of health care providers' foundational business applications, empowering its customers to significantly reduce costs, drive better clinical outcomes and enhance their revenue. SCWorx supports the interrelationship between the three core healthcare provider systems: Supply Chain, Financial and Clinical. This solution moves data from one application to another to drive supply cost reductions, optimize contracts, increase supply chain management (SCM) cost visibility and control rebates and contract administration fees.

Results of Operations - Alliance MMA – 3 months ended June 30, 2018

Revenues

Our revenue is derived from ticket services from CageTix, and from management commissions associated with fighter purses, personal brand sponsorships and ancillary activities from SuckerPunch.

Revenue for the three months ended June 30, 2018 was $181,000. Revenue from ticket services totaled $25,000, and revenue from fighter-related commission was $156,000.

Revenue for the three months ended June 30, 2017 was $359,000. Revenue from ticket services totaled $61,000 and revenue from fighter-related commission was $298,000.

The decrease in revenue is primarily related to our financial condition and limited working capital to support the businesses. Given our limited financial resources we expect revenue from these businesses to continue to decline.

Expenses

General and administrative expenses decreased $188,000 to $1.1 million for the three months ended June 30, 2018 compared to $1.3 million for the same period in 2017. Salary and wages decreased $286,000 as we began to reduce executive head count in February 2018 with major head count reduction in May 2018. We expect salary and wage expenses to decline further due to headcount reductions implemented beginning in late May 2018. Insurance increased $53,000 as the Company adjusted for additional coverage for 2018. Travel expense increased $59,000.

Impairment expense increased $413,583 for the three months ended June 30, 2018, compared to $0 in the same period of 2017, as we impaired the intangible assets associated with the CageTix and SuckerPunch acquisitions.

Impairment – goodwill expense increased $1.5 million for the three months ended June 30, 2018, compared to $0 in the same period of 2017, as we impaired the goodwill associated with the SuckerPunch acquisition.

Professional and consulting expenses increased approximate $166,000 to $432,000 for the three months ended June 30, 2018 compared to $266,000 in the same period of 2017. The increased in these expenses was due primarily to an increase of $113,000 in accounting fees, $87,000 increase in legal fees offset by a $51,000 reduction in investor relation expense. We expect legal and accounting fees to continue to increase as we pursue the completion of the planned SCWorx acquisition transaction described elsewhere in this Report.

In May 2018, the Company ceased all professional MMA operations to focus on our Athlete Management and Ticketing businesses. In connection with these activities we incurred $4.6 million of discontinued operations expenses and $956,000 in 2017 of which $4.5 million and $0 were related to loss on disposal, and $515,000 and $0 were related to gain on disposal, respectively.

Results of Operations - Alliance MMA – 6 months ended June 30, 2018

Revenues

Our revenue is derived from ticket services from CageTix, and from management commissions associated with fighter purses, personal brand sponsorships and ancillary activities from SuckerPunch.

Revenue for the six months ended June 30, 2018 was $488,000. Revenue from ticket services totaled $116,000, revenue from fighter-related commission was $347,000 and corporate sponsorship revenue was $25,000.

Revenue for the six months ended June 30, 2017 was $622,000. Revenue from ticket services totaled $120,000 and revenue from fighter-related commission was $484,000 and corporate sponsorship revenue was $18,000.

The decrease in revenue is primarily related to our financial condition and limited working capital to support the businesses.

Expenses

General and administrative expenses decreased approximately $130,000 to $2.0 million for the six months ended June 30, 2018 compared to $2.1 million in the same period of 2017. Salary and wages decreased $307,000 as we began to reduce executive head count in February 2018 with major head count reduction in May 2018. Insurance increased $68,000 as the Company adjusted for additional coverage for 2018. Stock based compensation increased $42,000 as the Company issued equity awards in 2018, IT supplies increased $36,000, travel increased $27,000 and other expenses increased $51,000.

Impairment expense increased $413,583 for the six months ended June 30, 2018, compared to $0 in the same period of 2017, as we impaired the intangible assets associated with the CageTix and SuckerPunch acquisitions.

Impairment – goodwill expense increased $1.5 million for the six months ended June 30, 2018, compared to $0 in the same period of 2017, as we impaired the goodwill associated with the CageTix and SuckerPunch acquisitions.

Professional and consulting expenses increased approximate $142,000 to $836,000 for the three months ended June 30, 2018 compared to $694,000 in the same period of 2017. The increased in these expenses was due primarily to an increase of $52,000 in accounting fees, $12,000 increase in legal fees and a $56,000 increase in investor relation and SEC expenses. We expect legal and accounting fees to continue to increase as we pursue the completion of the planned SCWorx acquisition transaction.

In May 2018, the Company ceased all professional MMA operations to focus on our Athlete Management and Ticketing businesses. In connection with these activities we incurred $8.0 million of discontinued operations expenses and $2.2 million in 2017 of which $7.3 million and $0 were related to loss on disposal, and $515,000 and $0 were related to gain on disposal, respectively.

Liquidity and Capital Resources

Our operations have generated negative cash flows since inception, Consequently, our primary source of cash has been from the issuance of common stock in conjunction with our IPO completed in October 2016, sales of our common stock and warrants to purchase common stock issued in private placements in July, August and October 2017 and public offering in January 2018 as well as advances in April and May 2018 under promissory notes with two of our board members and a shareholder, and a convertible note financing provided by SCWorx. In spite of having completed these financing transactions, due to our operations generating significant negative cash flows, we currently have virtually no cash on hand. Consequently, in order for us to continue as a going concern, we need to raise additional capital almost immediately. In order to alleviate this capital deficiency, we are actively seeking additional financing in the form of additional debt and/or equity. We cannot assure you that we will be able to raise sufficient additional funds in a timely fashion, or at all, to enable us to continue as a going concern. Nor can we assure you that any funds we are able to raise will be on commercially reasonable terms.

In order for us to be able to continue as a going concern so that we can complete the SCWorx acquisition and execute our business plan successfully, in addition to short term capital needed to maintain our status as a going concern, we will need substantial additional financing in the near term. The Company currently has virtually no cash on hand, an accumulated deficit of $29.0 million, historical operating losses and, since inception, consistently negative operating cash flows, indicating a substantial doubt with respect to our ability to continue as a going concern for at least one year from the date of this report. We intend to fund the operating deficits through debt and or equity financings until such time as we are able to complete the SCWorx acquisition and generate positive cash flows from operating activities. We cannot assure you we will be able to secure addition debt and or equity financing on commercially reasonable terms or at all or that we will be able to complete the SCWorx acquisition.

As of June 30, 2018, our cash balance was $456,000 which consists primarily of cash on deposit with banks. As of the filing of this report, we had virtually no cash on hand. During the second quarter of 2018, our principal uses of cash consisted of paying off a note and paying for operating expenses and outstanding payables. As noted above, we currently do not have sufficient capital resources to continue our operations, and thus we have an immediate and urgent need for additional capital.

The Company has entered into a number of negotiated settlements with vendors and former employees, which provide for payments upon the closing of the SCWorx Acquisition. The aggregate amount owed under these settlement agreements payable upon closing of the SCWorx transaction is approximately $464,000 and the issuance of 75,000 options with an exercise price of $0.20 and 5 year life.

As disclosed above, in conjunction with the stock offering completed in January 2018, the Company issued warrants with a provision requiring the Company to pay the warrant holder the Black - Scholes value of the warrant upon a fundamental transaction. On August 20, 2018, the Company entered into a stock Exchange Agreement with SCWorx which upon closing will qualify as a fundamental transaction within the warrant agreement. For illustration purposes only, if the stock price at closing was $0.67, the Black - Scholes value world approximate $0.53 per share based upon todays volatility and risk-free interest rate. As of the date hereof, there were 1,742,250 warrants outstanding which are subject to this Black – Scholes payout provision.

	6 Months Ended June 30,	
	2018	**2017**
Consolidated Statements of Cash Flows Data:		
Net cash used in operating activities	$ (2,479,961)	$ (3,136,129)
Net cash used in investing activities	(21,849)	(761,262)
Net cash provided by financing activities	2,700,375	—
Net increase/(decrease) in cash	$ 198,565	$ (3,897,391)

The operations of Alliance to date have resulted in losses and negative operating cash flows. During the first quarter of 2018, the Company began a cost reduction plan resulting in the termination of employment of several executives and other personnel, renegotiating or terminating contracts and similar cost cutting activities. During the second quarter of 2018, the Company ceased the professional MMA operations and terminated all MMA promoters and support staff including ASM. As of the date of this filing, the Company has six employees focused on the Athlete Management and MMA Ticketing Platform.

Operating Activities

Cash used in operating activities was $2.5 million for the six months ended June 30, 2018, mainly related to the net loss of $12.4 million, an increase of $19,000 in accounts receivable, and a decrease in prepaid and other assets of $46,000, partially offset by an increase in accounts payable of $97,000, non-cash stock based compensation expense of $334,000, non-cash amortization of $59,000, non-cash impairment of $1.9 million and loss from discontinued operations of $8.0 million.

Cash used in operating activities was $3.1 million for the six months ended June 30, 2017, mainly related to the net loss of $4.7 million, an increase in prepaids of $33,000, non-cash amortization of $314,000 related to amortization of acquired intangible assets, non-cash stock-based compensation of $561,000 related to various equity awards to employees and non-employees, partially offset by a decrease in accounts receivable of $212,000, an increase in accounts payable of $289,000, and loss from discontinued operations of $2.2 million.

Investing Activities

Cash used in investing activities was $22,000 for the six months ended June 30, 2018, related to the acquisition of capital assets in discontinued operations of $22,000.

Cash used in investing activities was $357,500 for the six months ended June 30, 2017, due primarily to the acquisitions of Sucker Punch. Cash used in investing activities of discontinued operations was $404,000 related to the acquisition of the Fight Time, NFC and Fight Club OC promotion businesses.

Financing Activities

Cash provided by financing activities was $2.7 million for the six months ended June 30, 2018, primarily related to a registered public offering of our securities, which provided $1.9 million of capital. In January 2018, the Company completed a public offering of 2,150,000 units for $1.00 per unit. Each unit included one share of Alliance MMA common stock and 0.9 warrants to purchase common stock, totaling 1,935,000 warrants. The gross proceeds to the Company was approximately $2,150,000 before underwriter discounts, commissions and offering expenses. The Company signed two note agreements during the period, each for $150,000 with two of our Board members and one with a third party for $90,000. Additionally, through the date of this report, the Company sold an aggregate of $750,000 of convertible notes to the Purchaser pursuant to the SPA of which $720,000 has been funded and a promissory note for $200,000. This increase was offset by the repayment of our note payable of $300,000 and $90,000.

Cash provided by financing activities was $0 for the six months ended June 30, 2017.

Contractual Cash Obligations

	Payments Due by Period	
	Total	Remainder of 2018
Operating lease obligations	$ 1,845	$ 1,845

The amounts reflected in the table above for operating lease obligations represent aggregate future minimum lease payments under non-cancelable facility leases.

See Note 7- "*Commitments and Contingencies*" of the notes to unaudited condensed consolidated financial statements for additional detail.

Off-Balance Sheet Arrangements

As of June 30, 2018, we did not have any off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.

Critical Accounting Policies and Estimates

During the six months ended June 30, 2018 there was a change to our revenue recognition policy. See Note 2 - *"Summary of Significant Accounting Policies*" of the Notes to the Unaudited Condensed Consolidated Financial Statements for additional detail. For a discussion of our critical accounting policies and estimates, see Part II, Item 7 - *Management's Discussion and Analysis of Financial Condition and Results of Operations* in the Form 10-K.

Recent Accounting Pronouncements

Refer to "*Note 2- Recent Accounting Pronouncements"* of the notes to unaudited condensed consolidated financial statements for a full description of recent accounting pronouncements including the respective expected dates of adoption.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management conducted an evaluation of the effectiveness of our "disclosure controls and procedures" ("Disclosure Controls"), as defined by Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of June 30, 2018, the end of the period covered by this Form 10-Q, as required by Rules 13a-15(b) and 15d-15(b) of the Exchange Act. The Disclosure Controls evaluation was done under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, based on the 2013 framework and criteria established by the Committee of Sponsoring Organizations of the Treadway Commission. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, due to deficiencies in the design of internal controls and lack of segregation of duties, our Disclosure Controls were not effective as of June 30, 2018, such that the information required to be disclosed by us in reports filed under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding disclosure.

Management Report on Internal Controls over Financial Reporting

Our management has identified material weaknesses in our internal controls related to deficiencies in the design of internal controls and segregation of duties. Management is planning to meet with the Audit Committee to discuss remediation efforts, which are expected to continue through 2018 until such time as management is able to conclude that its remediation efforts are operating and effective.

Notwithstanding the foregoing, our management, including our Chief Financial Officer, has concluded that the unaudited condensed consolidated financial statements included in this Form 10-Q present fairly, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States.

We may in the future identify other material weaknesses or significant deficiencies in connection with our internal control over financial reporting. Material weaknesses and significant deficiencies that may be identified in the future will need to be addressed as part of our quarterly and annual evaluations of our internal controls over financial reporting under Sections 302 and 404 of the Sarbanes-Oxley Act. Any future disclosures of a material weakness, or errors as a result of a material weakness, could result in a negative reaction in the financial markets and a decrease in the price of our common stock.

Changes in Internal Control over Financial Reporting.

During the quarter ended June 30, 2018, there was no change in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II-OTHER INFORMATION

Item 1. Legal Proceedings

In conducting our business, we may become involved in legal proceedings. We will accrue a liability for such matters when it is probable that a liability has been incurred and the amount can be reasonably estimated. When only a range of possible loss can be established, the most probable amount in the range is accrued. If no amount within this range is a better estimate than any other amount within the range, the minimum amount in the range is accrued. The accrual for a litigation loss contingency might include, for example, estimates of potential damages, outside legal fees and other directly related costs expected to be incurred.

In April and May 2017, respectively, two purported securities class action complaints—*Shapiro v. Alliance MMA, Inc*., No. 1:17-cv-2583 (D.N.J.), and *Shulman v. Alliance MMA, Inc*., No. 1:17-cv-3282 (S.D.N.Y.)—were filed against the Company and certain of its officers in the United States District Court for the District of New Jersey and the United States District Court for the Southern District of New York, respectively. The complaints alleged that the defendants violated certain provisions of the federal securities laws, and purported to seek damages in an amount to be alleged on behalf of a class of shareholders who purchased the Company's common stock pursuant or traceable to the Company's initial public offering. In July 2017, the plaintiffs in the New York action voluntarily dismissed their claim and, on March 8, 2018, the parties reached a settlement to the New Jersey action in which the carrier for our directors and officers liability insurance policy has agreed to cover Alliance's financial obligations, including legal fees, under the settlement arrangement, less a deductible of $250,000. The complaint is scheduled for final dismissal in October 2017.

In October 2017, a shareholder derivative claim based on the same facts that were alleged in the class action complaints was filed against the directors of the Company in the District Court for the District New Jersey; however, a complaint was not served on the defendants and, on February 2, 2018 the claim was dismissed by the District Court.

In June 2018, the landlord of our Cherry Hill, New Jersey office filed suit against the Company for non-payment of rent. Currently the Company is in negotiations to settle the remaining payments due under the lease.

In June 2018, the Company's former President, Robert Haydak, filed suit against the Company. The Company and Mr. Haydak resolved the suit effective July 2018 with the Company agreeing on a cash settlement of $50,000 and delivery of certain MMA promotion fixed assets and the Company has accrued the settlement as of June 30, 2018.

Item 1A. Risk Factors

We are a smaller reporting Company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 5. Other Information

In connection with the previously reported planned exit/disposal activities, the Company sold all the professional MMA promotion businesses, with the exception of Victory, to the former business owners and terminated/settled existing employment agreements with these former AMMA employees. In relation to the disposal of HFC, COGA, Shogun, V3, ITFS, and FCOC, the Company disposed of the MMA assets, recorded a $15,000 receivable related to the sale of a business, incurred approximately $246,000 of liabilities related to severance payments to former employees, settled the $310,000 earn-out liability related to the Shogun acquisition with the issuance of 366,072 common stock options with a Black-Scholes value of $94,000, issued 30,000 common stock options to a promoter as severance, and agreed to issue 75,000 common stock options to a former employee in connection with termination. The Company realized a gain of approximately $160,000 related to the settlement of outstanding accounts payable and $273,000 related to settlement with a promoter of customer payments. Additionally, the Company has abandoned the Cherry Hill, New Jersey promotion office and recorded a $167,500 charge for the remaining contractual lease payments.

On August 20, 2018, the Company entered into the Stock Exchange Agreement (SEA) with SCWorx Corp., a software as services (SaaS) company servicing the healthcare industry. Under the Agreement, the Company agreed to purchase from the SCWorx shareholders all the issued and outstanding capital stock of SCWorx, in exchange for which the Company agreed to issue at the closing that number of shares of Company common stock equal to the quotient of $50,000,000 *divided by* the closing price of the Company's common stock upon the completion of the acquisition (subject to a cap of $.67 per share). Consummation of the transactions contemplated by the SEA is subject to

satisfaction of a variety of conditions, including approval by the Company and SCWorx' shareholders and the combined company meeting the listing qualifications for initial inclusion on the Nasdaq Stock Market. Upon completion of the transaction, SCWorx' management will take over management of the Company.

Pursuant to the SCWorx SPA, on or about August 20, 2018, SCWorx funded $160,000 of the remaining $190,000 of the $250,000 tranche due upon execution of the SEA with SCWorx. SCWorx has to date funded $720,000 of the aggregate $1 million contemplated by the SCWorx SPA.

As previously reported, the Company has not been in compliance with Nasdaq's minimum bid price requirement of $1.00 per share, as set forth in Nasdaq Listing Rule 5550(a)(2), for continued listing on Nasdaq. On August 29, 2018, the Nasdaq officially notified the Company that it (i) did not meet the Nasdaq's stockholder equity requirement of $2.5 million for continued listing, as set forth in Nasdaq Listing Rule 5550(b)(1), (ii) continues to not meet the Nasdaq's minimum bid price requirement of $1.00 per share, for continued listing, as set forth in Nasdaq Listing Rule 5550(a)(2), and (iii) did not meet the Nasdaq periodic reporting requirement set forth in Nasdaq Listing Rule 5250(c)(1) because the Company had not as of August 29, 2018, filed this Quarterly Report on Form 10Q for the quarter ended June 30, 2018.

As a result, per the Nasdaq Notice, the Company's securities will be scheduled for delisting from The Nasdaq Capital Market and will be suspended at the opening of business on September 7, 2018, and a Form 25-NSE will be filed with the Securities and Exchange Commission (the "SEC"), which will remove the Company's securities from listing and registration on The Nasdaq Stock Market, unless the Company requests an appeal of the Nasdaq's determination, which the Company intends to request. Om August 30, 2018, the Company requested a hearing to appeal the Nasdaq's delisting determination, which had the effect of staying the delisting during the pendency of the appeal.

However, since one of the bases for delisting set forth in the Nasdaq Notice is a delinquent periodic report, the request for an appeal stays the suspension of trading on Nasdaq for only 15 days, but the filing of the delinquent periodic report (this Quarterly Report on Form 10Q) cures this delinquency, with the effect being that the Company's common stock should trade on Nasdaq and the delisting will be stayed during the pendency of the Company's appeal to Nasdaq. Nevertheless, the Company also filed a request for an extended stay which, if granted, would stay the suspension of trading during the pendency of the appeal.

As noted above, the Company intends to appeal the delisting determination to the Nasdaq and, in connection with such appeal, present to the Nasdaq the Company's plan for meeting the Nasdaq's original listing qualifications, in connection with the closing of the business combination of SCWorx. In order for the Company's common stock to qualify for listing on the Nasdaq Stock Market following completion of the acquisition, the Company will be required to meet the Nasdaq's listing standards for original listing (including among others its minimum bid price of $4 per share and minimum $5 million of stockholders' equity).

The Company expects that, on a combined basis with SCWorx, it should be able to meet the Nasdaq's requirements for original listing. If the Company does not prevail on appeal, the Company's common stock would be delisted from the Nasdaq Stock Market, which would result in the failure of a closing condition to the SCWorx business combination, which, if not waived by SCWorx, would result in the termination of such transaction, which would have a material adverse effect on the Company.

Item 6. Exhibits.

Exhibit No.	Description
10.1*	SCWorx Securities Purchase Agreement dated on or about June 29, 2018
10.2*	SCWorx Form of Convertible Promissory Note dated on or about June 29, 2018
10.3*	SCWorx Form of Warrant dated on or about June 29, 2018
10.4*	SCWorx Stock Exchange Agreement dated August 20, 2018
10.5*	CFFC Agreement with Michael Constantino dated May 31, 2018
10.6*	HFC Agreement with Danielle Vale dated May 31, 2018
10.7*	FCOC Agreement with Roy Englebrecht dated May 31, 2018
10.8*	COGA Agreement with Joe DeRobbio dated May 31, 2018
10.9*	V3 Agreement with Nick Harmeier dated May 31, 2018
10.10*	ITFS Agreement with Scott Sheeley dated May 31, 2018
10.11*	Shogun Agreement with John Rallo dated May 31, 2018
10.12*	Agreement with Robert Haydak and Maria Haydak dated July 18, 2018
31.1*	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
32.1 (1)*	Certification of the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document*
101.SCH	XBRL Taxonomy Extension Schema Document*
101.CAL	XBRL Taxonomy Calculation Linkbase Document*
101.LAB	XBRL Taxonomy Label Linkbase Document*
101.PRE	XBRL Taxonomy Presentation Linkbase Document*
101.DEF	XBRL Taxonomy Extension Definition Document*

* Filed Herewith

(1) The certifications on Exhibit 32 hereto are deemed not "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that Section. Such certifications will not be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ALLIANCE MMA, INC

Date: September 4, 2018

By: /s/ John Price
Name: John Price
Title: Chief Financial Officer
(Principal Executive Officer)
(Principal Financial Officer)
(Principal Accounting Officer)

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of June 28, 2018, between Alliance MMA, Inc., a Delaware corporation (the "Company") and the investor set forth on the signature page hereof (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 promulgated thereunder, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement: (a) capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Notes (as defined herein), and (b) the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.7.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the closing of a purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents with respect to a particular Closing have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser's obligations to pay the relevant Subscription Amount and (ii) the Company's obligations to deliver the corresponding Securities, in each case, have been satisfied or waived.

"Closing Statement" means the Closing Statement in the form on Annex A attached hereto.

"Commission" means the United States Securities and Exchange Commission.

"Commitment Shares" means that number of shares of Company common stock equal to the quotient of $75,000/closing price of the Company's common stock on the day prior to closing, plus $.0625, which shares of Common Stock shall be issued by the Company to the Purchaser pursuant to Section 2.3(a)(ii).

"Common Stock" means the common shares of the Company, par value $0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company Counsel" means The Nossiff Law Firm LLP, with offices located at 300 Brickstone Sq., Suite 201, Andover, MA 01810.

"Disclosure Schedules" shall have the meaning ascribed to such term in Section 3.1.

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(p).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Approval" means approval of the Common Stock or Common Stock Equivalents contemplated by this Agreement by the Nasdaq, which approval shall be obtained no later than fifteen (15) days after the Closing Date.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(m).

"Joint Party Transaction" means any business combination transaction between the Company and the Purchaser.

"Legend Removal Date" shall have the meaning ascribed to such term in Section 4.1(c).

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(l).

"Maximum Rate" shall have the meaning ascribed to such term in Section 5.16.

"Notes" means up to $750,000 principal amount of the 10% Convertible Promissory Notes, issued by the Company to the Purchaser hereunder, in the form of Exhibit A attached hereto.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Purchaser Party" shall have the meaning ascribed to such term in Section 4.10.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Required Minimum" means, as of any date, 300% of the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Transaction Documents, including any Underlying Shares.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Notes, the Warrants, the Commitment Shares and the Underlying Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include any sale of Securities pursuant to Rule 144).

"Subscription Amount" means the aggregate amount to be paid for the Notes, Warrants and Commitment Shares purchased hereunder as specified below each Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsidiary" means any subsidiary of the Company as set forth in the SEC Reports and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTCB Bulletin Board (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Notes, the Warrants, all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transaction Offer" shall have the meaning set forth in Section 4.14.

"Transfer Agent" means Transfer Online, Inc., the current transfer agent of the Company, with a mailing address of 12 SE Salmon St, Portland, OR 97214, and any successor transfer agent of the Company.

"Underlying Shares" means the shares of Common Stock issuable upon conversion of the Notes and exercise of the Warrants.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market other than the OTC Bulletin Board, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is the Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on a Trading Market and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the aggregate principal amount of the then outstanding Notes and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Warrants" means the Common Stock purchase warrants to be issued by the Company to the Purchaser hereunder, in the form of Exhibit B attached hereto.

ARTICLE II
PURCHASE AND SALE

2.1 Purchase. Upon the terms and subject to the conditions set forth herein, the Purchaser agrees to purchase up to $1,000,000 principal amount of Notes at the Purchaser's option, together with Warrants, in such amount as determined by the Purchaser from time to time, together with the Commitment Shares. The amount of $500,000 shall be funded on the initial Closing Date. An additional of $250,000 shall be funded within three (3) business day of entering into a definitive agreement for any Joint Party Transaction, and an additional $250,000 may be funded upon the mutual agreement of the parties. On each Closing Date, upon the terms and subject to the conditions set forth herein, the Company shall sell and issue to the Purchaser, and the Purchaser shall purchase from the Company:

(a) a Note with a Principal Amount equal to the amount funded by the Purchaser on such Closing Date; and

(b) a Warrant to purchase such number of shares of Common Stock as equal the Subscription Amount multiplied by 25%, divided by the Conversion Price of the Note (as defined therein), issued to the Purchaser or its designees.

2 . 2 Closing. On each Closing Date, upon the terms and subject to the conditions set forth herein, concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchaser agrees to purchase, the Notes and Warrants as set forth above. At each Closing, the Purchaser shall deliver to the Company, via wire transfer to an account designated by the Company, immediately available funds equal to the Purchaser's Subscription Amount, and the Company shall deliver to the Purchaser its Note and Warrant as set forth in Section 2.3, and the Company and the Purchaser shall deliver the other items set forth in Section 2.3 deliverable at the Closing. The Company shall deliver the Commitment Shares upon the initial Closing Date. Upon satisfaction of the covenants and conditions set forth in Sections 2.3 and 2.4 for Closing, such Closing shall occur at the offices of Sichenzia Ross Ference Kesner LLP or such other location as the parties hereto shall mutually agree, and may by agreement be undertaken remotely by electronic exchange of Closing documentation.

2.3 Deliveries.

(a) On or prior to the Closing Date (except as noted), the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) Upon the Company's receipt of Exchange Approval, the Commitment Shares;

(iii) a Note with a Principal Amount equal to the amount subscribed for at each Closing, registered in the name of the Purchaser, which Note shall become convertible upon the Company's receipt of Exchange Approval in addition to the fulfillment of the other conditions for such Note to become convertible set forth in the Transaction Documents;

(iv) the Warrants, duly executed by the Company;

(v) the Transfer Agent Instruction Letter, duly executed by the Company and the Transfer Agent;

(vi) a certificate evidencing the formation and good standing of the Company and each of its Subsidiaries in each such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within ten (10) days of the Closing Date;

(vii) a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction, if any, in which the Company conducts business and is required to so qualify, as of a date within ten (10) days of the Closing Date;

(viii) a certificate executed by the Secretary of the Company and dated as of the Closing Date, as to (i) the resolutions, as adopted by the Board of Directors in a form reasonably acceptable to the Purchaser, approving the entering into and performance of this Agreement and the other Transaction Documents and the issuance, offering and sale of the Securities, (ii) the Company's certificate of incorporation, and (iii) the Company's bylaws, each as in effect at the Closing; and

(ix) such other documents, instruments or certificates relating to the transactions contemplated by this Agreement as the Purchaser or its counsel may reasonably request.

(b) On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company, as applicable, the following:

(i) this Agreement, duly executed by the Purchaser; and

(ii) the Purchaser's Subscription Amount by wire transfer to the account specified in writing by the Company.

2.4 Closing Conditions.

(c) The obligations of the Company hereunder in connection with any Closing are subject to the following conditions being met:

(i) the accuracy in all material respects on the applicable Closing Date of the representations and warranties of the applicable Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the applicable Purchaser required to be performed at or prior to an applicable Closing Date shall have been performed; and

(iii) the delivery by the applicable Purchaser of the items set forth in Section 2.3(b) of this Agreement.

(d) The respective obligations of each Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects when made and on the applicable Closing Date of the representations and warranties of the Company contained herein (unless such representation or warranty is made as of a specific date therein);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the applicable Closing Date shall have been performed; and

(iii) the delivery by the Company of the items set forth in Section 2.3(a) of this Agreement;

(iv) from the date hereof to the relevant Closing Date, trading in the Common Stock shall not have been suspended by the Commission or any Trading Market (except as previously disclosed in the SEC Reports) and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Securities at the Closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Purchaser as of the date hereof and at each Closing Date:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a)(i). Except as set forth on Schedule 3.1(a)(ii), the Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, all other references to the Subsidiaries or any of them in the Transaction Documents shall be disregarded.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted except where the failure to be in good standing would not have a Material Adverse Effect. Neither the Company nor any Subsidiary is in material violation nor material default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect").

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any material provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as are waived or could not reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. Other than as set forth on Schedule 3.1(e), the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.6 of this Agreement, (ii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Underlying Shares for trading thereon in the time and manner required thereby, and (iii) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(f) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Underlying Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

(g) Capitalization. The capitalization of the Company is as set forth in the SEC Reports which also includes the number of shares of Common Stock reserved for issuance and shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. Except as set forth in its most recently filed periodic report under the Exchange Act, the Company has not issued any capital stock other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. Except as set forth in the SEC Reports, no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in the SEC Reports or as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. Except as set forth on Schedule 3.1(g), the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. Except as set forth on Schedule 3.1(g), no further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. Except as set forth on Schedule 3.1(g), there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) of the Exchange Act, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports"). As of their respective dates, the SEC Reports, taken as a whole with all amendments) complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed and taking into account amendments, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Except as set forth on Schedule 3.1(i), since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one Trading Day prior to the date that this representation is made.

(j) Litigation. Except as set forth on Schedule 3.1(j), there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 3.1(j), neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Compliance. Except as set forth in the SEC Reports or on Schedule 3.1(k), neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound except for claims which individually or in the aggregate would not have a Material Adverse Effect (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(l) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(m) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or required for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(n) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage at least equal to the aggregate Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(o) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from providing for the borrowing of money from or lending of money to, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $120,000 other than for: (i) payment of salary or consulting fees for services rendered, reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(p) Sarbanes-Oxley; Internal Accounting Controls. Except as set forth in the SEC Reports, as of December 31, 2017, the Company and the Subsidiaries are in compliance with any and all applicable requirements of the Sarbanes- Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date and that are applicable to the Company. Except as set forth in the SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as set forth in the SEC Reports, the Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Except as set forth on Schedule 3.1(p), since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

(q) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiaries to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(r) Private Placement. Assuming the accuracy of each Purchaser's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

(s) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(t) Registration Rights. Other than as disclosed in the SEC Reports, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company or any Subsidiaries.

(u) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth in the SEC Reports, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. Except as set forth in the SEC Reports, the Company is in compliance with all such listing and maintenance requirements.

(v) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchaser's ownership of the Securities.

(w) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Purchaser or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchaser will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement and incorporated into the SEC Reports taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that the Purchaser makes no nor has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(x) No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(y) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(z) No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(aa) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

(bb) Accountants. The Company's accounting firm is Friedman LLP. To the knowledge and belief of the Company, such accounting firm: (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the fiscal year ended December 31, 2018, unless such firm is replaced prior to such date.

(cc) No Disagreements with Accountants and Lawyers. Except as set forth in the SEC Reports, there are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(dd) Regulation M Compliance. The Company has not, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(ee) Stock Option Plans. Each compensatory stock option granted by the Company to a consultant or employee of the Company was granted (i) in accordance with the terms of the applicable stock option plan of the Company and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no policy or practice of the Company to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(ff) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(gg) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended.

(hh) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(ii) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record- keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(jj) Management. Except as set forth in Schedule 3.1(kk) hereto, during the past five-year period, no current officer or director or, to the knowledge of the Company, no current ten percent (10%) or greater stockholder of the Company or any of its Subsidiaries has been the subject of:

(i) a petition under bankruptcy laws or any other insolvency or moratorium law or the appointment by a court of a receiver, fiscal agent or similar officer for such Person, or any partnership in which such person was a general partner at or within two years before the filing of such petition or such appointment, or any corporation or business association of which such person was an executive officer at or within two years before the time of the filing of such petition or such appointment;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations that do not relate to driving while intoxicated or driving under the influence);

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

(1) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(2) Engaging in any particular type of business practice; or

(3) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than sixty (60) days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC or other authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by the SEC or any other authority has not been subsequently reversed, suspended or vacated; or

(vi) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

(k k) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506(b) under the 1933 Act ("**Regulation D Securities**"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering contemplated hereby, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchaser a copy of any disclosures provided thereunder.

(11) Payments of Cash. Neither the Company, its directors or officers, or any Affiliates or agents of the Company, have withdrawn or paid cash to any vendor in an aggregate amount that exceeds Five Thousand Dollars ($5,000) for any purpose.

3.2 Representations and Warranties of each Purchaser. Each Purchaser hereby represents and warrants, severally and not jointly, as of the date hereof and as of the Closing Date on which the Purchaser is purchasing Securities to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority. If the Purchaser is an entity, the Purchaser is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. If the Purchaser is an entity, the execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Each Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law. The Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it exercises any Warrants it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

(d) Experience of the Purchaser. Each Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Reliance on Exemptions. Each Purchaser understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities.

(f) Information. Each Purchaser and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities that have been requested by the Purchaser. Each Purchaser understands that its investment in the Securities involves a high degree of risk. Such Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(g) No Governmental Review. Each Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(h) General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(i) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, the Purchaser has not directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Other than to other Persons party to this Agreement, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

The Company acknowledges and agrees that the representations contained in Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, at the Company's sole expense in the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. Such opinion may be a blanket opinion covering the transfer of all shares by the Purchaser. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.

(b) Each Purchaser agrees to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

[NEITHER] THIS SECURITY [NOR THE SECURITIES INTO WHICH THIS SECURITY IS [CONVERTIBLE/EXERCISABLE] HAS [NOT] BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY [AND THE SECURITIES ISSUABLE UPON [CONVERSION/EXERCISE] OF THIS SECURITY] MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER- DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement, if required under the terms of such arrangement, the Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities.

(c) Certificates evidencing the Underlying Shares and Commitment Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof): (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of Underlying Shares or Commitment pursuant to Rule 144, or (ii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly to effect the removal of the legend hereunder or upon request of a Purchaser in compliance with Rule 144, at no cost to the Purchaser, if applicable. If all or any portion of a Warrant is exercised or a Note is converted at a time when there is an effective registration statement to cover the resale of the Underlying Shares, or if such Underlying Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Underlying Shares and without volume or manner-of- sale restrictions or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Underlying Shares shall be issued free of all legends. The Company agrees that following the Effective Date or such time as such legend is no longer required under this Section 4.1(c), it will, no later than three Trading Days following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate representing Underlying Shares, as applicable, issued with a restrictive legend (such third Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to the Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Underlying Shares subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by the Purchaser.

(d) In addition to the Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty, for each $1,000 of Underlying Shares (based on the VWAP of the Common Stock on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 4.1(c), $10 per Trading Day (increasing to $20 per Trading Day five (5) Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Company's failure to deliver certificates representing any Securities as required by the Transaction Documents, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

(e) The Purchaser agrees with the Company that the Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4 . 2 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Underlying Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.3 Furnishing of Information; Public Information.

(a) Until no Purchaser owns Securities, the Company covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

(b) At any time during the period commencing from the six (6)-month anniversary of the date hereof and ending at such time that all of the Securities have been sold or may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company shall fail for any reason to satisfy the current public information requirement under Rule 144(c) (a "Public Information Failure") then, in addition to the Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to two percent (2.0%) of the aggregate Subscription Amount of the Purchaser's Securities on the day of a Public Information Failure and on every thirtieth (30^{th}) day (pro-rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchaser to transfer the Underlying Shares or Commitment Shares pursuant to Rule 144. The payments to which a Purchaser shall be entitled pursuant to this Section 4.3(b) are referred to herein as "Public Information Failure Payments". Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3^{rd}) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 1.5% per month (prorated for partial months) until paid in full. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Public Information Failure, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.4 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

4.5 Conversion and Exercise Procedures. The form of Notice of Conversion included in any Note and form of Notice of Exercise included in any Warrant sets forth the totality of the procedures required of the Purchaser in order to convert such Note or exercise such Warrant. Without limiting the preceding sentences, no ink-original Notice of Conversion or Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion or Notice of Exercise form be required in order to convert the Notes or exercise the Warrants. No additional legal opinion, Notice of Conversion, Notice of Exercise or other information or instructions shall be required of the Purchaser to convert such Note or exercise such Warrant. The Company shall honor conversions of any Note and exercise any Warrant, and shall deliver the Underlying Shares, in accordance with the terms, conditions and time periods set forth in the Transaction Documents.

4.6 Disclosure of Transactions and Other Material Information.

(a) Disclosure of Transaction. The Company shall, on or before 9:30 a.m., New York time, on the third (3rd) Business Day after the date of this Agreement, issue a press release (the "**Press Release**") reasonably acceptable to the Purchaser disclosing all the material terms of the transactions contemplated by the Transaction Documents. On or before 9:30 a.m., New York time, on the third (3rd) Business Day after the date of this Agreement, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act and attaching all the material Transaction Documents (including, without limitation, this Agreement) (including all attachments, the "**8-K Filing**"). From and after the filing of the 8-K Filing, the Company shall have disclosed all material, non-public information (if any) provided to the Purchaser by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Purchaser or any of their affiliates, on the other hand, shall terminate.

(b) Limitations on Disclosure. The Company shall not, and the Company shall cause each of its Subsidiaries and each of its and their respective officers, directors, employees and agents not to, provide any Purchaser with any material, non-public information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Purchaser (which may be granted or withheld in the Purchaser's sole discretion). Subject to the foregoing, neither the Company, its Subsidiaries nor any Purchaser shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; provided, however, the Company shall be entitled, without the prior approval of any Purchaser, to make the Press Release and any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith and (ii) as is required by applicable law and regulations (provided that in the case of clause (i) each Purchaser shall be consulted by the Company in connection with any such press release or other public disclosure prior to its release). Without the prior written consent of the applicable Purchaser (which may be granted or withheld in the Purchaser's sole discretion), the Company shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of the Purchaser in any filing, announcement, release or otherwise.

(c) Other Confidential Information. Disclosure Failures; Disclosure Delay Payments. In addition to other remedies set forth in this Section 4.6, and without limiting anything set forth in any other Transaction Document, at any time after the Closing Date if the Company, any of its Subsidiaries, or any of their respective officers, directors, employees or agents, provides any Purchaser with material non-public information relating to the Company or any of its Subsidiaries (each, the "**Confidential Information**"), other than pursuant to a non-disclosure agreement between the Company and the Purchaser, the Company shall, on or prior to the applicable Required Disclosure Date (as defined below), publicly disclose such Confidential Information on a Current Report on Form 8-K or otherwise (each, a "**Disclosure**"). From and after such Disclosure, the Company shall have disclosed all Confidential Information provided to the Purchaser by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon such Disclosure, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Purchaser or any of their affiliates, on the other hand, shall terminate. In the event that the Company fails to effect such Disclosure on or prior to the Required Disclosure Date and the Purchaser shall have possessed Confidential Information for at least ten (10) consecutive Trading Days (each, a "**Disclosure Failure**"), then, as partial relief for the damages to the Purchaser by reason of any such delay in, or reduction of, its ability to buy or sell shares of Common Stock after such Required Disclosure Date (which remedy shall not be exclusive of any other remedies available at law or in equity), the Company shall pay to the Purchaser an amount in cash equal to the greater of (I) two percent (2%) of the aggregate Purchase Price and (II) the applicable Disclosure Restitution Amount, on each of the following dates (each, a "**Disclosure Delay Payment Date**"): (i) on the date of such Disclosure Failure and (ii) on every thirty (30) day anniversary such Disclosure Failure until the earlier of (x) the date such Disclosure Failure is cured and (y) such time as all such non-public information provided to the Purchaser shall cease to be Confidential Information (as evidenced by a certificate, duly executed by an authorized officer of the Company to the foregoing effect) (such earlier date, as applicable, a "**Disclosure Cure Date**"). Following the initial Disclosure Delay Payment for any particular Disclosure Failure, without limiting the foregoing, if a Disclosure Cure Date occurs prior to any thirty (30) day anniversary of such Disclosure Failure, then such Disclosure Delay Payment (prorated for such partial month) shall be made on the third (3rd) Business Day after such Disclosure Cure Date. The payments to which a Purchaser shall be entitled pursuant to this Section 4.6 are referred to herein as "**Disclosure Delay Payments.**" In the event the Company fails to make Disclosure Delay Payments in a timely manner in accordance with the foregoing, such Disclosure Delay Payments shall bear interest at the rate of two percent (2%) per month (prorated for partial months) until paid in full.

(d) For the purpose of this Agreement the following definitions shall apply:

(i) "**Disclosure Failure Market Price**" means, as of any Disclosure Delay Payment Date, the price computed as the quotient of (I) the sum of the five (5) highest VWAPs (as defined in the Notes) of the Common Stock during the applicable Disclosure Restitution Period (as defined below), divided by (II) five (5) (such period, the **"Disclosure Failure Measuring Period**"). All such determinations to be appropriately adjusted for any share dividend, share split, share combination, reclassification or similar transaction that proportionately decreases or increases the Common Stock during such Disclosure Failure Measuring Period.

(ii) "**Disclosure Restitution Amount**" means, as of any Disclosure Delay Payment Date, the product of (x) difference of (I) the Disclosure Failure Market Price less (II) the lowest purchase price, per share of Common Stock, of any Common Stock issued or issuable to the Purchaser pursuant to this Agreement or any other Transaction Documents, multiplied by (y) 10% of the aggregate daily dollar trading volume (as reported on Bloomberg (as defined in the Notes)) of the Common Stock on the Principal Market for each Trading Day either (1) with respect to the initial Disclosure Delay Payment Date, during the period commencing on the applicable Required Disclosure Date through and including the Trading Day immediately prior to the initial Disclosure Delay Payment Date or (2) with respect to each other Disclosure Delay Payment Date, during the period commencing the immediately preceding Disclosure Delay Payment Date through and including the Trading Day immediately prior to such applicable Disclosure Delay Payment Date (such applicable period, the "**Disclosure Restitution Period**").

(iii) "**Required Disclosure Date**" means (x) if the Purchaser authorized the delivery of such Confidential Information, either (I) if the Company and the Purchaser have mutually agreed upon a date (as evidenced by an e-mail or other writing) of Disclosure of such Confidential Information, such agreed upon date or (II) otherwise, the seventh (7^{th}) calendar day after the date the Purchaser first received any Confidential Information or (y) if the Purchaser did not authorize the delivery of such Confidential Information, the first (1^{st}) Business Day after the Purchaser's receipt of such Confidential Information.

4.7 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchaser.

4.8 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non- public information of the Company, unless prior thereto the Purchaser shall have entered into a written agreement with the Company regarding the confidentiality and use of such information. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.9 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes and shall not use such proceeds: (a) for the redemption of any Common Stock or Common Stock Equivalents, (b) for the settlement of any outstanding litigation or (c) in violation of FCPA or OFAC regulations.

4.10 Indemnification of Purchaser. Subject to the provisions of this Section 4.10, the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members and partners (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, members or partners (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any the Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of the Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser Party may have with any such stockholder or any violations by the Purchaser Party of state or federal securities laws or any conduct by the Purchaser Party which constitutes fraud, gross negligence, willful misconduct or malfeasance).

If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, the Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of the Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (x) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (y) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by the Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.10 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.11 Reservation and Listing of Securities.

(a) The Company shall maintain a reserve from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents 300% of such amount as may from time to time be required to fulfill its obligations in full under the Transaction Documents and shall confirm and adjust the adequacy of such reserve at least monthly.

(b) If, on any date, the number of authorized but unissued (and otherwise unreserved) shares of Common Stock is less than 300% of the Required Minimum on such date, then the Board of Directors shall use commercially reasonable efforts to amend the Company's certificate or articles of incorporation to increase the number of authorized but unissued shares of Common Stock to at least 300% of the Required Minimum at such time, as soon as possible and in any event not later than the 75th day after such date; provided that the Company will not be required at any time to authorize a number of shares of Common Stock greater than the maximum remaining number of shares of Common Stock that could possibly be issued after such time pursuant to the Transaction Documents.

(c) The Company shall, if applicable: (i) in the time and manner required by the principal Trading Market, prepare and file with such Trading Market an additional shares listing application covering a number of shares of Common Stock at least equal to the Required Minimum on the date of such application; (ii) take all steps necessary to cause such shares of Common Stock to be approved for listing or quotation on such Trading Market as soon as possible thereafter; (iii) provide to the Purchaser evidence of such listing or quotation; and (iv) maintain the listing or quotation of such Common Stock on any date at least equal to the Required Minimum on such date on such Trading Market or another Trading Market. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

4.12 Certain Transactions and Confidentiality.

(a) Each Purchaser covenants, severally and not jointly, that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any Short Sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending on the earlier of (i) the Maturity Date of the Notes and (ii) the date the Purchaser's Notes are no longer outstanding.

(b) Each Purchaser covenants, severally and not jointly, that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, the Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents and the Disclosure Schedules.

(c) Except as set forth in Sections 4.12(a) and 4.12(b) above and in any non-disclosure agreement between the Company and the Purchaser, the Company expressly acknowledges and agrees that (i) the Purchaser shall not be restricted from effecting transactions in any securities of the Company in accordance with applicable securities laws after the time that the transactions contemplated by this Agreement are first publicly announced, and (ii) the Purchaser shall not have any duty of confidentiality to the Company or its Subsidiaries after the transactions contemplated by this Agreement are first publicly announced.

4.13 Form D; Blue Sky Filings. The Company shall file a Form D with respect to the Securities as required under Rule 506 of Regulation D and to provide a copy thereof to each Purchaser promptly after such filing. Without limiting any other obligation of the Company under this Agreement, the Company shall timely make all filings and reports relating to the offer and sale of the Securities required under all applicable securities laws (including, without limitation, all applicable federal securities laws and all applicable "Blue Sky" laws), and the Company shall comply with all applicable foreign, federal, state and local laws, statutes, rules, regulations and the like relating to the offering and sale of the Securities to the Purchaser and shall provide evidence of any such action so taken to the Purchaser.

4.14 Offerings of Variable Rate Securities. Until the expiration of 24 months from the final Closing Date of Securities sold hereunder, the Company shall not, directly or indirectly, (i) issue or sell any convertible securities either (A) at a conversion, exercise or exchange rate or other price that is based upon and/or varies with the trading prices of, or quotations for, the shares of Common Stock at any time after the initial issuance of such convertible securities, or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such convertible securities or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock, or (ii) enter into any agreement (including, without limitation, an "equity line of credit" or an "at-the-market offering") whereby the Company or any of its subsidiaries may sell securities at a future determined price (other than standard and customary "preemptive" or "participation" rights). The Purchaser shall be entitled to obtain injunctive relief against the Company and its subsidiaries to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

4.15 Reporting Status. Until the date on which the Purchaser shall have sold all of the Underlying Securities (the "**Reporting Period**"), the Company shall timely file all reports required to be filed with the SEC pursuant to the 1934 Act, and the Company shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would no longer require or otherwise permit such termination.

4.16 Most Favored Nation Status. From the date hereof through the earlier of (i) the date that no Warrants are outstanding, or (ii) the date Company and Purchaser enter into any definitive agreement for a Joint Party Transaction, in the event that the Company issues or sells any warrants to purchase Common Stock, if a Purchaser then holding Warrants reasonably believes that the terms and conditions appurtenant to such issuance or sale provide anti-dilution or other full-ratchet protective provisions to such investors that were not granted to the Purchasers hereunder, upon notice to the Company by such Purchaser within five (5) Trading Days after the Company's disclosure of such issuance or sale, the Company shall amend the terms of the Warrants as to such Purchaser only, so as to give such Purchaser the benefit of such anti-dilution or other full-ratchet protective provisions.

ARTICLE V
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by either party if the Closing has not been consummated on or before June 204, 2018; provided, however, that such termination will not affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. The Company shall reimburse Purchaser or their counsel for attorney's fees and expenses for the transactions contemplated by this Agreement, in an amount of $5,000 in the aggregate. The Company shall deliver to the Purchaser, prior to the Closing, a completed and executed copy of the Closing Statement, attached hereto as Annex A. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto at or prior to 4:00 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 4:00 p.m. (New York City time) on any Trading Day, (c) the second (2 nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by each of the Company and a majority in interest of the Notes or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of a majority in interest of the Notes (other than by merger). A Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchaser."

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.10 and this Section 5.8.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.10, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any claim, action or proceeding that may be brought by any Purchaser in order to enforce any right or remedy under any Transaction Document. Notwithstanding any provision to the contrary contained in any Transaction Document, it is expressly agreed and provided that the total liability of the Company under the Transaction Documents for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the Transaction Documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law and applicable to the Transaction Documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the Transaction Documents from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to any Purchaser with respect to indebtedness evidenced by the Transaction Documents, such excess shall be applied by the Purchaser to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Purchaser's election.

5.18 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

5.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.21 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

ALLIANCE MMA, INC.

By: /s/ John Price
Name: John Price, President

Address for Notice:

Email: Jprice@alliancemma.com

With a copy to (which shall not constitute notice):

Company Counsel: Jnossiff@nossiff-law.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

PURCHASER SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser:

SCWorx Acquisition Corp.

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Facsimile Number of Authorized Signatory: _____

Address for Notice to Purchaser:

_____

_____

_____

Subscription Amount: $_____

EIN Number: _____

Annex A

CLOSING STATEMENT

Pursuant to the attached Securities Purchase Agreement, dated as of June 28, 2018, the Purchaser shall initially purchase $500,000 principal amount of Notes, Warrants and Commitment Shares from Alliance MMA, Inc., a Delaware corporation (the "Company"), for a total purchase price of $500,000.00. All funds will be wired into an account maintained by the Company. All funds will be disbursed in accordance with this Closing Statement.

Disbursement Date: June 27, 2018

I. PURCHASE PRICE

Gross Proceeds to be Received	$500,000

II. DISBURSEMENTS

Total Amount Disbursed: $500,000

WIRE INSTRUCTIONS:

Schedule 3.1(g)

The following purchase warrants have full ratchet anti-dilution provisions:

Maxim - January 11, 2018 - Public Placement	1,935,000 warrants
Maxim - January 11, 2018 - Public Placement (Greenshoe)	272,250 warrants
Red Diamond – 10-26-17 – Private Placement	120,000 warrants

Schedule 3.1(j)

In April and May 2017, respectively, two purported securities class action complaints—*Shapiro v. Alliance MMA, Inc.*, No. 1:17-cv-2583 (D.N.J.), and *Shulman v. Alliance MMA, Inc.*, No. 1:17-cv-3282 (S.D.N.Y.)—were filed against the Company and certain of its officers in the United States District Court for the District of New Jersey and the United States District Court for the Southern District of New York, respectively. The complaints alleged that the defendants violated certain provisions of the federal securities laws, and purported to seek damages in an amount to be alleged on behalf of a class of shareholders who purchased the Company's common stock pursuant or traceable to the Company's initial public offering. In July 2017, the plaintiffs in the New York action voluntarily dismissed their claim and, on March 8, 2018, the parties reached a settlement to the New Jersey action in which the carrier for our directors and officers liability insurance policy has agreed to cover Alliance's financial obligations, including legal fees, under the settlement arrangement, less a deductible of $250,000.

In October 2017, a shareholder derivative claim based on the same facts that were alleged in the class action complaints was filed against the directors of the Company in the District Court of the District of New Jersey; however, a complaint was not served on the defendants and, on February 2, 2018, the claim was dismissed by the District Court.

In June 2018, a former employee, Rob Haydak filed a claim for employment compensation and benefits after being terminated for cause in February 2018.

In May 2018, a former vendor, Kings Highway filed a claim for amounts due under a consulting agreement which was terminated and settlement agreed.

On June 21, 2018, Cherry Umbrella LLC filed an action against the Company alleging breach of lease agreement.

Schedule 3.1(k)

Contract claims

Vendor/Claimant

160 Over 90

Kings Highway

TGG – Cherry Hill Operating Lease

Robert Haydak

Exhibit 10.2

EXHIBIT A

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

Principal Amount: $500,000

Original Issue Date: June 28, 2018

ALLANCE MMA, INC.

10% CONVERTIBLE PROMISSORY NOTE
DUE JUNE 27, 2019

THIS 10% CONVERTIBLE PROMISSORY NOTE is one of a series of duly authorized and validly issued 10% Convertible Promissory Notes of Alliance MMA, Inc., a Delaware corporation (the "Company"), having its principal place of business at 590 Madison Avenue, New York, NY 10022, designated as its 10% Convertible Promissory Notes due 2019 (this note, the " Note" and, collectively with the other notes of such series, the "Notes").

FOR VALUE RECEIVED, the Company promises to pay to SCWorx Acquisition Corp. or its registered assigns (the " Holder"), or shall have paid pursuant to the terms hereunder, the Redemption Principal of Five hundred Thousand dollars ($500,000) on the one year anniversary after the Original Issue Date hereof (the "Maturity Date"), or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(e).

"Authorized Failure Shares" shall have the meaning set forth in Section 4(c)(vi).

"Authorized Share Failure" shall have the meaning set forth in Section 4(c)(vi).

"Bankruptcy Event" means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof, (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement, (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, (e) the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts or (g) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Base Conversion Price" shall have the meaning set forth in Section 5(d).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 4(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 4(c)(v).

"Change of Control Transaction" means, other than any transaction with the Holder, the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 50% of the voting securities of the Company (other than by means of conversion or exercise of the Notes and the Securities issued together with the Notes), (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a one year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

"Conversion" shall have the meaning ascribed to such term in Section 4.

"Conversion Date" shall have the meaning set forth in Section 4(a).

"Conversion Price" shall have the meaning set forth in Section 4(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof.

"Event of Default" shall have the meaning set forth in Section 8(a).

"Fundamental Transaction" shall have the meaning set forth in Section 5(e).

"Late Fees" shall have the meaning set forth in Section 2(d).

"New York Courts" shall have the meaning set forth in Section 9(d).

"Note Register" shall have the meaning set forth in Section 2(c).

"Notice of Conversion" shall have the meaning set forth in Section 4(a).

"Optional Redemption" shall have the meaning set forth in Section 6(a).

"Optional Redemption Date" shall have the meaning set forth in Section 6(a).

"Optional Redemption Notice" shall have the meaning set forth in Section 6(a).

"Optional Redemption Notice Date" shall have the meaning set forth in Section 6(a).

"Optional Redemption Period" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the date of the first issuance of the Notes, regardless of any transfers of any Note and regardless of the number of instruments which may be issued to evidence such Notes.

"Purchase Agreement" means the Securities Purchase Agreement, dated as of June 26, 2018, among the Company and the Holder and the other persons signatory thereto, as amended, modified or supplemented from time to time in accordance with its terms.

"Purchase Rights" shall have the meaning set forth in Section 5(c).

"Redemption Amount" means the sum of 110%, if within 90 days of the Original Issue Date, or 120% if after 90 days from the Original Issue Date, of (a) the then outstanding principal amount of the Note, (b) accrued but unpaid interest, and (c) all liquidated damages and other amounts due in respect of the Note.

"Redemption Principal" means the sum of 110%, if within 90 days of the Original Issue Date, or 120% if after 90 days from the Original Issue Date, of the then outstanding principal amount of the Note.

"Registration Statement" means a registration statement meeting the requirements of the Securities Act and covering the resale of the Underlying Shares by each Holder.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 4(c)(ii).

"Successor Entity" shall have the meaning set forth in Section 5(e).

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board (or any successors to any of the foregoing).

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market other than the OTC Bulletin Board, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is then quoted on the OTC Bulletin Board, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on a Trading Market and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2. Interest. The Company shall pay interest to the Holder on the aggregate Redemption Principal of this Note at the rate of 10% per annum, with 12 months of interest guaranteed, which amount shall be payable in full regardless of how long this Note remains outstanding. Interest shall be paid upon the Maturity Date or any earlier date of repayment, including upon an Event of Default, or conversion of this Note. Interest shall be paid in shares of Common Stock at the then applicable Conversion Price.

Section 3. Registration of Transfers and Exchanges; Registration Rights.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and may be transferred or exchanged only in compliance with the Purchase Agreement and applicable federal and state securities laws and regulations.

c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time after the Original Issue Date until this Note is no longer outstanding, this Note together with any accrued interest shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(d) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount and accrued interest of this Note to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note, plus all accrued and unpaid interest thereon, has been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion. The Holder and the Company shall maintain records showing the principal amount(s) converted and the date of such conversion(s).

b) Conversion Price. The conversion price in effect on any Conversion Date shall be equal to $.0625 above the closing price of the Common Stock on the Trading Day prior to the Original Issue Date of the initial $500,000 Note (the "Conversion Price").

c) Mechanics of Conversion.

i . Conversion Shares Issuable. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the Redemption Amount, by (y) the Conversion Price.

i i . Delivery of Certificate Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder a certificate or certificates as required by the Purchase Agreement) representing the number of Conversion Shares being acquired upon the conversion of this Note. On or after the Effective Date, the Company shall use its best efforts to deliver any certificate or certificates required to be delivered by the Company under this Section 4(c) electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

iii. Failure to Deliver Certificates. If, in the case of any Notice of Conversion, such certificate or certificates are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the Common Stock certificates issued to such Holder pursuant to the rescinded Notice of Conversion.

iv. Obligation Absolute; Partial Liquidated Damages. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder. In the event the Holder of this Note shall elect to convert any or all of the outstanding principal amount hereof, the Company may not refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and or enjoining conversion of all or part of this Note shall have been sought and obtained, and the Company posts a surety bond for the benefit of the Holder in the amount of 100% of the outstanding principal amount of this Note, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to the Holder to the extent it obtains judgment. In the absence of such injunction, the Company shall issue Conversion Shares or, if applicable, cash, upon a properly noticed conversion. If the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(c)(ii) by the Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of principal amount being converted, $10 per Trading Day (increasing to $20 per Trading Day on the fifth (5^{th}) Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Share Delivery Date until such certificates are delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 8 hereof for the Company's failure to deliver Conversion Shares within the period specified herein and the Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(c)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(c)(ii). For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of this Note and payment of interest on this Note, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other Holder of the Notes), not less than such aggregate number of shares equal to three times the number of shares of the Common Stock as shall (subject to the terms and conditions set forth in the Purchase Agreement) be issuable (taking into account the adjustments and restrictions of Section 5) upon the conversion of the then outstanding principal amount of this Note and accrued interest hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable, and, if the Registration Statement is then effective under the Securities Act shall be registered for public resale in accordance with such Registration Statement.

vii. Insufficient Authorized Shares. If, notwithstanding Section 4(c)(v), and not in limitation thereof, at any time while any of the Notes remain outstanding the Company does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon conversion of the Notes at least a number of shares of Common Stock equal to the amount specified in Section 4(c)(v) (an "Authorized Share Failure"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the applicable amount for the Notes then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal. In the event that the Company is prohibited from issuing shares of Common Stock upon any conversion due to the failure by the Company to have sufficient shares of Common Stock available out of the authorized but unissued shares of Common Stock (such unavailable number of shares of Common Stock, the "Authorized Failure Shares"), in lieu of delivering such Authorized Failure Shares to the Holder, the Company shall pay cash in exchange for the portion of the Note convertible into such Authorized Failure Shares at a price equal to the sum of the product of (x) such number of Authorized Failure Shares and (y) the greatest closing sale price of the Common Stock on any Trading Day during the period commencing on the date the Authorized Failure Shares should have been issued pursuant to the terms of this Note and ending on the date of such issuance of payment under this Section 4(c)(vi).

viii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

ix. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Note so converted and the Company shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion.

d) Holder's Conversion Limitations. The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, to the extent that after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, any other Notes or the Warrants) beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 4(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4(d) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which principal amount of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note may be converted (in relation to other securities owned by the Holder together with any Affiliates) and which principal amount of this Note is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(d), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note held by the Holder. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(d). Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

e) Automatic Conversion. Upon the closing of any business combination transaction between the Holder and the Company ("Joint Party Transaction"), the Redemption Amount (without any premium) shall automatically convert into shares of Common Stock of the Company in an amount equal to the quotient of the sum of (a) the then outstanding principal amount of the Note and (b) accrued but unpaid interest, divided by the Conversion Price on the original date of issuance of this Note.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholder entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. If the Company, at any time while the Note is outstanding, shall issue rights, options or warrants to all holders of Common Stock (and not to the Holder) entitling them to subscribe for or purchase warrants, securities or other property pro rata to all or substantially all of the record holders of any class of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the convertibility of this Note) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

c) Pro Rata Distributions. If the Company, at any time while this Note is outstanding, shall distribute to all holders of Common Stock (and not to the Holder) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock (which shall be subject to Section 3(b)), then in each such case the Conversion Price shall be adjusted by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness or rights or warrants so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

d) Issuance of Lower Priced Securities. If, at any time while this Note is outstanding and prior to entering into a definitive agreement for any Joint Party Transaction, the Company or any subsidiary, as applicable, sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock equivalents (other than pursuant to and in accordance with the Company's stock option plan or in settlement of existing indebtedness, provided that the number of shares of common stock issued to satisfy such indebtedness, shall not exceed 500,000 shares) entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price"), then the Conversion Price shall be reduced to equal the lower of the Base Conversion Price or the Conversion Price as set forth above. Such adjustment shall be made whenever such Common Stock or Common Stock equivalents are issued (each a "Dilutive Issuance"). If the Company enters into a variable rate transaction, the Company shall be deemed to have issued Common Stock or Common Stock equivalents at the lowest possible conversion price at which such securities may be converted or exercised. The Company shall notify the Holder in writing, no later than three (3) Trading Days following the issuance of any Common Stock or Common Stock equivalents subject to this Section 5(d), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 5(d), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Conversion Shares based upon the Base Conversion Price on or after the date of such Dilutive Issuance, regardless of whether the Holder accurately refers to the Base Conversion Price in the Notice of Conversion. Notwithstanding the foregoing, (i) in no event shall the Conversion Price be reduced to an amount less than 20% of closing price of Common Stock on the Trading Day prior to initial closing; and (ii) no adjustment to the original Conversion Price shall be implemented in connection with a conversion upon consummation of a Joint Party Transaction (the original Conversion Price on the date of this Note shall apply).

e) Fundamental Transaction. Except for any Joint Party Transaction, if, at any time while this Note is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person and the Company is not the surviving entity, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which Holder of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the Holder of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(d) on the conversion of this Note), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(d) on the conversion of this Note). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. Notwithstanding anything to the contrary, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Note from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value of the remaining unexercised portion of this Note on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Note based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Maturity Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Maturity Date. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note and the other Transaction Documents (as defined in the Purchase Agreement) in accordance with the provisions of this Section 5(e) and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on the conversion of this Note) at the closing of such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction). Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

iii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all Holder of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholder of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least fifteen (15) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the Holder of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holder of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Redemption.

a) Optional Redemption at Election of Company. Subject to the provisions of this Section 6(a), the Company may deliver a notice to the Holder (an "Optional Redemption Notice" and the date such notice is deemed delivered hereunder, the "Optional Redemption Notice Date") of its irrevocable election to redeem some or all of the then outstanding principal amount of this Note for cash in an amount equal to the Redemption Amount on the 5th Trading Day following the Optional Redemption Notice Date (such date, the "Optional Redemption Date", such five Trading Day period, the "Optional Redemption Period" and such redemption, the "Optional Redemption").

b) Optional Redemption Procedure. The payment of cash pursuant to an Optional Redemption shall be payable on the Optional Redemption Date. If any portion of the payment pursuant to an Optional Redemption shall not be paid by the Company by the applicable due date, interest shall accrue thereon at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law until such amount is paid in full. Notwithstanding anything herein contained to the contrary, if any portion of the Optional Redemption Amount remains unpaid after such date, the Holder may elect, by written notice to the Company given at any time thereafter, to invalidate such Optional Redemption, ab initio. The Holder may elect to convert the outstanding principal amount and accrued interest of the Note pursuant to Section 4 prior to actual payment in cash for any redemption under this Section 6 by the delivery of a Notice of Conversion to the Company.

Section 7. Negative Covenants. As long as any portion of this Note remains outstanding, unless the Holder shall have otherwise given prior written consent, the Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly:

a) amend its charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder;

b) pay cash dividends or distributions on any equity securities of the Company;

c) enter into any transaction with any Affiliate of the Company which would be required to be disclosed in any public filing with the Commission, unless such transaction is expressly approved by a majority of the disinterested directors of the Company (even if less than a quorum otherwise required for board approval);

d) incur, guarantee or assume or suffer to exist any indebtedness, other than the indebtedness evidenced by this Note and the other Notes, except for debt which is expressly subordinate in a form acceptable to the Purchasers to the rights of the Purchasers and for which no payments may be made at any time when Notes remain outstanding;

e) redeem, repurchase or declare or pay any cash dividend or distribution on any of its capital stock;

f) sell, lease, license, assign, transfer, spin-off, split-off, close, convey or otherwise dispose of any assets or rights of the Company or any Subsidiary owned or hereafter acquired whether in a single transaction or a series of related transactions, other than (i) sales, leases, licenses, assignments, transfers, conveyances and other dispositions of such assets or rights by the Company and its Subsidiaries in the ordinary course of business consistent with its past practice for fair consideration, (ii) sales of inventory and product in the ordinary course of business consistent with past practice for fair consideration, (iii) a sale or disposition of assets that has been approved by the independent members of the Board of Directors, or (iv) any of the foregoing which have previously been disclosed in the Company's filings with the Commission;

g) fail to take all action necessary or advisable to maintain all of the Intellectual Property Rights (as defined in the Purchase Agreement) of the Company and/or any of its Subsidiaries that are necessary or material to the conduct of the business of the Company in full force and effect except in connection with the sale or disposition of assets approved by the independent members of the Board of Directors; or

h) enter into any agreement with respect to any of the foregoing.

Section 8. Events of Default.

a) "Event of Default" means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of any Note or (B) interest, liquidated damages and other amounts owing to the Holder on any Note, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within 3 Trading Days after notice of such failure sent by the Holder or by any other Holder to the Company;

ii. the Company shall fail to observe or perform any other material covenant or agreement contained in the Notes (other than a breach by the Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed in clause (xi) below) which failure is not cured, if possible to cure, within the earlier to occur of (A) 5 Trading Days after notice of such failure sent by the Holder or by any other Holder to the Company and (B) 10 Trading Days after the Company has become aware of such failure;

iii. a default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall have been declared under (A) any of the Transaction Documents or (B) any other material agreement, lease, document or instrument to which the Company or any Subsidiary is obligated (and not covered by clause (vi) below), which amount exceeds $250,000;

iv. any representation or warranty made in this Note, any other Transaction Documents, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder shall be untrue or incorrect as of the date when made or deemed made except where such untrue or incorrect statement could not reasonably be expected to have a Material Adverse Effect (as defined in the Securities Purchase Agreement);

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Company or any Subsidiary shall default on any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement that (a) involves an obligation greater than $250,000, whether such indebtedness now exists or shall hereafter be created, and (b) results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

vii. the Common Stock shall not be eligible for listing or quotation for trading on the Nasdaq Stock Market and shall not be eligible to resume listing or quotation for trading thereon within five Trading Days or the Depository Trust Company places a chill on new deposits of Common Stock;

viii. the Company shall be a party to any Change of Control Transaction or Fundamental Transaction other than any transaction with the Holder, or shall agree to sell or dispose of all or in excess of 50% of its assets in one transaction or a series of related transactions (whether or not such sale would constitute a Change of Control Transaction);

ix. the Company does not meet the current public information requirements under Rule 144 in respect of the Common Stock, subject to a cure period of 5 Trading Days after the expiration of the applicable grace period permitted under Rule 12b-25 of the Exchange Act, further provided that the Company files a Form 12b-25 for the relevant report required to meet the current public information requirements under Rule 144;

x. the Company shall fail for any reason to deliver certificates to a Holder prior to the fifth Trading Day after a Conversion Date pursuant to Section 4(c) or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of any Notes in accordance with the terms hereof;

xi. the Company shall fail for any reason to deliver certificates to a Holder prior to the seventh (7th) Trading Day after a Conversion Date pursuant to Section 4(c), or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of this Note in accordance with the terms hereof;

xii. the Company fails to file with the Commission any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable), which failure is not cured, if possible to cure, within seven (7) Trading Days after the expiration of the applicable grace period permitted under Rule 12b-25 of the Exchange Act, further provided that the Company files a Form 12b-25 for such report; or

xiii. any monetary judgment, writ or similar final process shall be entered or filed against the Company, any subsidiary or any of their respective property or other assets for more than $250,000, and such judgment, writ or similar final process shall remain unvacated, unbonded or unstayed for a period of 45 calendar days.

xiv. the Company shall fail to maintain the Reserve Amount and such failure is not cured within seven (7) Trading Days;

b) Remedies Upon Event of Default. If any Event of Default occurs, then 110% of the total of the Redemption Amount, plus liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash. Commencing five days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 8(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 9. Piggy-Back Registrations. If at any time the Company shall determine to file with the SEC a Registration Statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8 or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other bona fide, employee benefit plans), the Company shall send to the Holder written notice of such determination and, if within fifteen (15) days after the date of such notice, the Holder shall so request in writing, the Company shall include in such Registration Statement all or any part of the shares of Common Stock issuable to the Holder, except that if, in connection with any underwritten public offering for the account of the Company the managing underwriter(s) thereof shall impose a limitation on the number of shares of Common Stock which may be included in the Registration Statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such Registration Statement only such limited portion of the shares with respect to which such Holder has requested inclusion hereunder as the underwriter shall permit.

Section 10. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above, or such other facsimile number or address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 9(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile number or address of the Holder appearing on the books of the Company, or if no such facsimile number or address appears on the books of the Company, at the principal place of business of the Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Nasdaq. The Company shall not be obligated to issue any shares of Common Stock upon conversion of this Note, and the Holder of this Note shall not have the right to receive upon conversion of this Note any shares of Common Stock, if the issuance of such shares of Common Stock (taken together with any prior issuance of such shares upon the conversion of the Notes or otherwise pursuant to the terms of the Notes and the Shares issued pursuant to the Securities Purchase Agreement) would exceed the aggregate number of shares of Common Stock which the Company may issue upon conversion of the Notes without breaching the Company's obligations under the rules or regulations of the Nasdaq Capital Market (the "Exchange Cap"), except that such limitation shall not apply in the event that the Company (A) obtains the approval of its stockholders as required by the applicable rules of the Nasdaq Capital Market for issuances of Common Stock in excess of such amount or (B) obtains a written opinion from outside counsel to the Company that such approval is not required, which opinion shall be reasonably satisfactory to the Holder. Until such approval or written opinion is obtained, no purchaser of the Notes pursuant to the Purchase Agreement (the "Purchasers") shall be issued in the aggregate, upon conversion of Notes, shares of Common Stock in an amount greater than the product of the Exchange Cap multiplied by a fraction, the numerator of which is the principal amount of Notes issued to such Purchaser pursuant to the Purchase Agreement and the denominator of which is the aggregate principal amount of all Notes issued to the Purchasers as of the last Closing pursuant to the Purchase Agreement (with respect to each Purchaser, the "Exchange Cap Allocation"). In the event that any Purchaser shall sell or otherwise transfer any of such Purchaser's Notes, the transferee shall be allocated a pro rata portion of such Purchaser's Exchange Cap Allocation with respect to the portion of this Note so transferred, and the restrictions of the prior sentence shall apply to such transferee with respect to the portion of the Exchange Cap Allocation allocated to such transferee. Upon conversion in full of a holder's Notes, the difference (if any) between such holder's Exchange Cap Allocation and the number of shares of Common Stock actually issued to such holder upon such holder's conversion in full of such Notes shall be allocated to the respective Exchange Cap Allocations of the remaining holders of Notes on a pro rata basis in proportion to the shares of Common Stock underlying the Notes then held by each such holder. In the event that the Company is prohibited from issuing any shares of Common Stock pursuant to this Section 10(b) (the "Exchange Cap Shares"), in lieu of issuing and delivering such Exchange Cap Shares to the Holder, the Company shall pay cash to the Holder in exchange for the cancellation of such conversion amount of this Note convertible into such Exchange Cap Shares at a price equal to the sum of (x) the product of (A) such number of Exchange Cap Shares and (B) the greatest closing price of the Common Stock on any Trading Day during the period commencing on the date the Holder delivers the applicable Conversion Notice with respect to such Exchange Cap Shares to the Company and ending on the date immediately preceding the date of such payment under this Section 9(b) and (y) to the extent the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of Exchange Cap Shares, any brokerage commissions and other out-of-pocket expenses, if any, of the Holder incurred in connection therewith.

c) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company. This Note ranks pari passu with all other Notes now or hereafter issued under the terms set forth herein.

d) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholder, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Note, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

f) Amendments; Waiver. No provision of this Note may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by each of the Company and the Holder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion.

g) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

h) Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. The Company may not assign this note or delegate any of its obligations hereunder without the written consent of the Holder. The Holder may assign this Note, in whole or in part, and its rights hereunder at any time without consent of Company.

i) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

j) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

****

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

ALLIANCE MMA, INC.

By: /s/ John Price
Name: John Price, President

Email for delivery of Notices: jprice@alliancemma.com

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal under the 10% Convertible Promissory Note due 2019 of Alliance MMA, Inc., a Delaware corporation (the "Company"), into shares of common stock (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of this Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock.

Conversion calculations:

Date to Effect Conversion: _____

Principal Amount of Note to be Converted:

_____

Number of shares of Common Stock to be issued:

_____

Signature: _____

Name: _____

Address for Delivery of Common Stock Certificates:

Or

DWAC Instructions:

Broker No: _____
Account No: _____

Schedule 1

CONVERSION SCHEDULE

The 10% Convertible Promissory Note due 2019 in the aggregate principal amount of $$750,000 is issued by Alliance MMA, Inc., a Delaware corporation. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Note.

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

Exhibit 10.3

COMMON STOCK PURCHASE WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY ARE EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO (I) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR (IF REQUESTED BY THE COMPANY) TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY OR (II) RULE 144 PROMULGATED UNDER THE SECURITIES ACT. NOTWITHSTANDING THE FOREGOING, THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

ALLIANCE MMA, INC.

Warrant Shares: 335,570 Issuance Date: June 27, 2018

This COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, SCWorx Acquisition corp. or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Issuance Date"), subject to receipt of the Exchange Approval (as defined in the Purchase Agreement), and on or prior to the close of business on the five (5)-year anniversary of the Issuance Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Alliance MMA, Inc., a Delaware corporation (the "Company"), up to 335,570 (as subject to adjustment hereunder, the "Warrant Shares") of common stock, par value $0.001 per share, of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant is issued pursuant to the Purchase Agreement (as defined below).

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, (i) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below) and (ii) the following terms shall have the meanings set forth in this Section 1:

a) "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

b) "Business Day" means any day other than a Saturday or Sunday or any other day on which the Federal Reserve Bank of New York is closed.

c) "Commission" means the United States Securities and Exchange Commission.

d) "Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

e) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

f) "Joint Party Transaction" means any business combination transaction between the Company and the Holder.

g) "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

h) "Purchase Agreement" means that certain Securities Purchase Agreement, dated June 26, 2018, between the Company and Holder.

i) "Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

j) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

k) "Trading Day" means a day on which the principal Trading Market is open for trading.

l) "Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American; the Nasdaq Capital Market; the Nasdaq Global Market; the Nasdaq Global Select Market; the New York Stock Exchange; any level of the OTC Markets operated by the OTC Markets Group, Inc. or the OTC Bulletin Board (or any successors to any of the foregoing).

m) "Transfer Agent" means Transfer Online, Inc., the current transfer agent of the Company, with a mailing address of 12 SE Salmon St, Portland, OR 97214and any successor transfer agent of the Company.

n) "VWAP" means, , for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock are then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of an Common Stock re as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Issuance Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise form annexed hereto and within three (3) Business Days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares of Common Stock thereby purchased by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Business Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise form within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be $.3725, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at the time of exercise hereof, there is no effective registration statement registering the issuance of the Warrant Shares to the Holder (or the prospectus contained therein is not available for use), then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the bid price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

Notwithstanding anything herein to the contrary, on the Termination Date this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. Warrant Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise Warrant Shares purchased hereunder shall be transmitted by physical delivery to the address specified by the Holder in the Notice of Exercise by the date that is three (3) Business Days after the latest of (A) the delivery to the Company of the Notice of Exercise and (B) payment of the aggregate Exercise Price by the Holder as set forth above (including by cashless exercise, if permitted) (such date, the "Warrant Share Delivery Date"). The Warrant Shares shall be deemed to have been issued, and the Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price, which Exercise Price shall be paid in lawful U.S. currency, and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d)(vi) prior to the issuance of such shares, have been paid. The Company understands that a delay in the delivery of the Warrant Shares after the Warrant Share Delivery Date could result in economic loss to the Holder. As compensation to the Holder for such loss, the Company agrees to pay (as liquidated damages and not as a penalty) to the Holder for late issuance of Warrant Shares upon exercise of this Warrant the proportionate amount of $10 per Trading Day (increasing to $20 per Trading Day after the fifth (5th) Trading Day) after the Warrant Share Delivery Date for each $1,000 of Exercise Price of Warrant Shares for which this Warrant is exercised which are not timely delivered. The Company shall make any payments incurred under this Section 2(d) in immediately available funds upon demand. Furthermore, in addition to any other remedies which may be available to the Holder, in the event that the Company fails for any reason to effect delivery of the Warrant Shares by the Warrant Share Delivery Date, the Holder may revoke all or part of the relevant Warrant exercise by delivery of a notice to such effect to the Company, whereupon the Company and the Holder shall each be restored to their respective positions immediately prior to the exercise of the relevant portion of this Warrant, except that the liquidated damages described above shall be payable through the date notice of revocation or rescission is given to the Company.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates, such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and the Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder and any Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two (2) Business Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Issuance of Lower Priced Securities. If, at any time while this Warrant is outstanding and prior to entering into a definitive agreement for any Joint Party Transaction, the Company or any subsidiary, as applicable, sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock equivalents (other than pursuant to and in accordance with the Company's stock option plan or in settlement of existing indebtedness, provided that the number of shares of common stock issued to satisfy such indebtedness, shall not exceed 500,000 shares) entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Exercise Price (such lower price, the "Base Exercise Price"), then the Exercise Price shall be reduced to equal at all times the lower of the Base Exercise Price or the Exercise Price as set forth above. Such adjustment shall be made whenever such Common Stock or Common Stock equivalents are issued (each a "Dilutive Issuance"). If the Company enters into a variable rate transaction, the Company shall be deemed to have issued Common Stock or Common Stock equivalents at the lowest possible conversion price at which such securities may be converted or exercised. The Company shall notify the Holder in writing, no later than three (3) Trading Days following the issuance of any Common Stock or Common Stock equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Warrant Shares based upon the Base Exercise Price on or after the date of such Dilutive Issuance, regardless of whether the Holder accurately refers to the Base Exercise Price in the Notice of Conversion. Notwithstanding the foregoing: (i) in no event shall the Conversion Price be reduced to an amount less than 20% of closing price of Common Stock on the Trading Day prior to initial closing; and (ii) no adjustment to the original Conversion Price shall be implemented in connection with a conversion upon consummation of a Joint Party Transaction (the original Conversion Price on the date of this Warrant shall apply).

c) .

d) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

f) Fundamental Transaction. Except for any Joint Party Transaction, if, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Common Stock (not including any Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, the Company or any Successor Entity (as defined below) shall, subject to any applicable law, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

g) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

h) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

i i . Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock or (E) the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction), then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least ten (10) Business Days prior to the applicable record or effective date hereinafter specified, a notice stating the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Business Days of the date the Holder delivers an assignment form to the Company assigning this Warrant full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issuance Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any trading market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Piggy-Back Registrations. If at any time the Company shall determine to file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8 or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other bona fide, employee benefit plans), the Company shall send to the Holder written notice of such determination and, if within fifteen (15) days after the date of such notice, the Holder shall so request in writing, the Company shall include in such registration statement all or any part of the Warrant Shares issuable to the Holder, except that if, in connection with any underwritten public offering for the account of the Company the managing underwriter(s) thereof shall impose a limitation on the number of shares of Common Stock which may be included in the registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such registration statement only such limited portion of the shares with respect to which such Holder has requested inclusion hereunder as the underwriter shall permit.

f) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

g) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered or otherwise relying on an exemption under applicable securities laws, will have restrictions upon resale imposed by state and federal securities laws.

h) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

i) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

j) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

k) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

l) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by such Holder.

m) Amendment. No provision of this Warrant may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the holders of Warrants holding at least 50.1% in interest of such Warrants then outstanding or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Warrant shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

ALLIANCE MMA, INC.

By /s/ John Price
Name: John Price, President

NOTICE OF EXERCISE

TO: ALLIANCE MMA, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Common Stock Purchase Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in Section 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC account number:

_____

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____ __, _____

Holder's Signature: _____

Holder's Address: _____

_____

Exhibit 10.4

SHARE EXCHANGE AGREEMENT

ALLIANCE MMA, INC.

SCWORX CORP.

AND

THE STOCKHOLDERS PARTY HERETO

Dated as of August [ ], 2018

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SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of August [ ], 2018, by and among ALLIANCE MMA, INC., a Delaware corporation ("AMMA"), SCWORX CORP., a Delaware corporation ("SCWorx"), and the SCWorx stockholders listed on Schedule A hereto. AMMA and SCWorx are referred to herein individually as a " Party" and collectively as the "Parties." Certain capitalized terms used in this Agreement are defined in Exhibit A. Other terms are defined within the text. All defined terms are shown in the Index of Defined Terms that follows the table of contents.

RECITALS

WHEREAS, AMMA is a publicly held corporation whose shares of common stock, par value $0.001 per share (the "AMMA Shares"), trade on the The NASDAQ Stock Market LLC (the "NASDAQ");

WHEREAS, AMMA desires to purchase from each holder of SCWorx shares of common stock, par value $0.01 per share (the "SCWorx Shares"), in exchange for newly issued AMMA Shares, all on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, as a result of the transactions contemplated herein, AMMA will become the sole stockholder of SCWorx; and

WHEREAS, certain capitalized terms used in this Agreement are defined on Exhibit A hereto.

AGREEMENT

The Parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE 1 DESCRIPTION OF TRANSACTION

1.1 Structure of the Exchange.

(a) On the Closing Date, and subject to the satisfaction or waiver of the conditions set forth in Article 6, Article 7 and Article 8, all of the holders of SCWorx Shares (the "SCWorx Stockholders"), shall sell, transfer and assign to AMMA, and AMMA agrees to acquire, all of the SCWorx Shares. As of the Closing Date, the SCWorx Shares shall constitute all of the issued and outstanding securities of SCWorx.

(b) In accordance with the Exchange Ratio set forth on Exhibit B, assuming the closing price of AMMA stock is $.67 per share on the Closing Date, the aggregate purchase price for the SCWorx Shares shall be 3,731.3433 AMMA Shares for each SCWorx Share, or 74,626,866 AMMA Shares (collectively, the " Acquisition Shares"), which shall represent approximately eighty percent (80%) of the issued and outstanding AMMA Shares on the Closing Date. The Acquisition Shares will be issued to each respective SCWorx Stockholder in proportion to their respective pro rata ownership of the SCWorx Shares. If, on the Closing Date the closing price of AMMA Shares on the NASDAQ has decreased below the $.67 trading price used for the calculation of the Exchange Ratio, the Exchange Ratio shall be adjusted, pursuant to Exhibit B, and the number of Acquisition Shares issuable to SCWorx Stockholders shall be correspondingly increased to provide the SCWorx Stockholders with the same economic effect as contemplated by this Agreement.

The sale of the SCWorx Shares and issuance of the Acquisition Shares contemplated hereunder shall be referred to herein as the "Exchange."

1 . 2 Closing. Unless this Agreement is earlier terminated pursuant to the provisions of Section 9.1, and subject to the satisfaction or waiver of the conditions set forth in Article 6, Article 7 and Article 8, the closing of the Exchange (the "Closing") shall take place at the offices of Zysman, Aharoni, Gayer and Sullivan & Worcester LLP, 1633 Broadway, New York, NY 10019 as promptly as practicable (but in no event later than the second Business Day following the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Article 6, Article 7 and Article 8, other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of each of such conditions), or at such other time, date and place as AMMA and SCWorx may mutually agree in writing. The date on which the Closing actually takes place is referred to as the "Closing Date."

1.3 Exchange of Securities.

(a) At the Closing, each SCWorx Stockholder shall surrender the certificate or certificates that immediately prior to the Closing represent the SCWorx Shares (the "SCWorx Certificates") to AMMA in exchange for the Acquisition Shares.

(b) Promptly after the Closing, AMMA or its designated exchange agent shall make available to each SCWorx Stockholder a letter of transmittal and instructions for use in effecting the surrender of SCWorx Certificates in exchange for the Acquisition Shares. Upon surrender of a SCWorx Certificate to AMMA or such exchange agent together with the letter of transmittal, duly executed, the SCWorx Stockholder shall be entitled to receive in exchange therefore such number of Acquisition Shares as such SCWorx Stockholder has the right to receive in respect of the SCWorx Certificate so surrendered pursuant to the provisions of this Article 1.

(c) No dividends or other distributions declared or made with respect to AMMA Shares with a record date after the Closing Date shall be paid to the holder of any unsurrendered SCWorx Stock Certificate with respect to the AMMA Shares that such holder has the right to receive in the Exchange until such holder surrenders such SCWorx Stock Certificate or delivers an affidavit of loss or destruction in lieu thereof in accordance with this Section 1.3 (at which time such holder shall be entitled, subject to the effect of applicable abandoned property, escheat or similar laws, to receive all such dividends and distributions, without interest).

(d) No Party to this Agreement shall be liable to any holder of any SCWorx Stock Certificate or to any other Person with respect to any AMMA Shares (or dividends or distributions with respect thereto) or for any cash amounts required to be delivered to any public official pursuant to any applicable abandoned property law, escheat law or similar Legal Requirement.

1 . 4 Further Action. If, at any time after the Closing Date, any further action is determined by AMMA or SCWorx to be necessary or desirable to carry out the purposes of this Agreement, then the officers and directors of AMMA shall be fully authorized, and shall use their commercially reasonable efforts to take such action.

1.5 Tax Consequences. For federal income Tax purposes, the Exchange is intended to constitute a reorganization within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder. The Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g).

1 . 6 Allocation Certificate. SCWorx will prepare and deliver to AMMA at least five (5) Business Days prior to the Closing Date a certificate signed by the Chief Financial Officer of SCWorx (or if there is no Chief Financial Officer, the principal accounting officer of SCWorx) in a form reasonably acceptable to AMMA, which sets forth a true and complete list, as of immediately prior to the Closing Date (giving effect to all applicable conversions into or exercises of securities convertible into or exercisable for SCWorx Shares, of: (a) the record holders of SCWorx Shares; (b) the number of SCWorx Shares owned and/or underlying such securities and the per share exercise price, as applicable, for each such security; and (c) the number of Acquisition Shares each such holder is entitled to receive pursuant to Section 1.1 (the "Allocation Certificate"). The Allocation Certificate shall be binding and conclusive on all securityholders of SCWorx.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SCWORX

SCWorx represents and warrants to AMMA as follows, except as set forth in the written disclosure schedule delivered by SCWorx to AMMA (the " SCWorx Disclosure Schedule") (it being understood that the representations and warranties in this Article 2 are qualified by: (a) any exceptions and disclosures set forth in the section or subsection of the SCWorx Disclosure Schedule corresponding to the particular section or subsection in this Article 2 in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such section or subsection of the SCWorx Disclosure Schedule by reference to another section or subsection of the SCWorx Disclosure Schedule; and (c) any exceptions or disclosures set forth in any other section or subsection of the SCWorx Disclosure Schedule to the extent it is reasonably apparent from the wording of such exception or disclosure that such exception or disclosure qualifies such representation and warranty). The inclusion of any information in the SCWorx Disclosure Schedule shall not be deemed to be an admission or acknowledgement, in and of itself, that such information is required by the terms hereof to be disclosed, is material, has resulted in or would result in a SCWorx Material Adverse Effect, or is outside the Ordinary Course of Business.

2.1 Subsidiaries; Due Organization; Organizational Documents.

(a) SCWorx has one subsidiary consisting of Primrose Solutions, LLC. Neither SCWorx nor its subsidiary has agreed nor is obligated to make, nor is bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity. Except for its subsidiary, SCWorx has not, at any time, been a general partner or manager of, or has otherwise been liable for any of the debts or other obligations of, any general partnership, limited partnership, limited liability company or other Entity.

(b) SCWorx is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all necessary power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all SCWorx Contracts.

(c) SCWorx and its subsidiary are each qualified to do business as a foreign corporation and are in good standing under the laws of all jurisdictions where the nature of their business requires such qualification other than in jurisdictions where the failure to be so qualified would not constitute a SCWorx Material Adverse Effect.

(d) Each director and officer of SCWorx as of the date of this Agreement is set forth in Section 2.1(d) of the SCWorx Disclosure Schedule.

(e) SCWorx has delivered or made available to AMMA accurate and complete copies of the certificate of incorporation, bylaws and other charter and organizational documents, including all currently effective amendments thereto for SCWorx. SCWorx has not taken any action in breach or violation of any of the provisions of its certificate of incorporation, bylaws or other charter or organizational documents nor is it in breach or violation of any of the material provisions of its certificate of incorporation, bylaws or other charter or organizational documents, except as would not reasonably be expected to have, individually or in the aggregate, a SCWorx Material Adverse Effect.

2.2 Authority; Vote Required.

(a) Subject to obtaining the approval of the stockholders of SCWorx, which approval will be obtained by unanimous written consent promptly following the date of this Agreement (the "SCWorx Stockholder Written Consent"), SCWorx has all necessary corporate power and authority to enter into and to perform its obligations under this Agreement. The SCWorx Board of Directors has: (i) determined that the Exchange is fair to, and in the best interests of SCWorx and the SCWorx Stockholders; (ii) duly authorized and approved by all necessary corporate action, the execution, delivery and performance of this Agreement and the Contemplated Transactions; and (iii) recommended the approval of this agreement, the Exchange and the other transactions contemplated by this Agreement (the "SCWorx Stockholder Matters") by the SCWorx Stockholders pursuant to the SCWorx Stockholder Written Consent. This Agreement has been duly executed and delivered by SCWorx and, assuming the due authorization, execution and delivery by AMMA, constitutes the legal, valid and binding obligation of SCWorx, enforceable against SCWorx in accordance with its terms, subject to: (A) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (B) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The affirmative vote of the holders of a majority of the shares of SCWorx Common Stock, voting as a single class, as outstanding on the date of the SCWorx Stockholder Written Consent approving the SCWorx Stockholder Matters (the "Required SCWorx Stockholder Vote"), are the only votes (including any veto rights provisions granted to any of the SCWorx Stockholders) of the holders of any class or series of SCWorx Capital Stock necessary to approve the SCWorx Stockholder Matters.

2.3 Non-Contravention; Consents.

(a) The execution and delivery of this Agreement by SCWorx does not, and the performance of this Agreement by SCWorx will not, subject to obtaining the Required SCWorx Stockholder Vote, (i) conflict with or violate the certificate of incorporation or bylaws of SCWorx; (ii) subject to compliance with the requirements set forth in Section 2.3(b) below, conflict with or violate any Legal Requirement applicable to SCWorx or by which its properties are bound or affected, except for any such conflicts or violations that would not constitute a SCWorx Material Adverse Effect; or (iii) except as listed on Section 2.3(a) of the SCWorx Disclosure Schedule, require SCWorx to make any filing with or give any notice or make any payment to a Person, or obtain any Consent from a Person, or result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair SCWorx's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancelation of, or result in the creation of an Encumbrance on any of the properties or assets of SCWorx pursuant to, in each case, any SCWorx Material Contract.

(b) No material Consent, order of, or registration, declaration or filing with, any Governmental Body is required by or with respect to SCWorx in connection with the execution and delivery of this Agreement or the consummation of the Contemplated Transactions, except for such Consents, orders, registrations, declarations and filings as may be required under applicable federal and state securities laws.

2.4 Capitalization.

(a) The authorized capital stock of SCWorx as of the date of this Agreement consists of: (i) 20,000 shares of SCWorx Common Stock, of which 20,000 shares are issued and outstanding as of the date of this Agreement. SCWorx does not hold any of its capital stock in treasury. All of the outstanding shares of SCWorx Common Stock have been duly authorized and validly issued, and are fully paid and nonassessable.

(b) SCWorx does not have any stock option plan or any other plan, program, agreement or arrangement providing for any equity-based compensation for any Person.

(c) There is no: (i) outstanding subscription, option, call, warrant or right (whether or not currently exercisable) to acquire any shares of the capital stock or other securities of SCWorx; (ii) outstanding security, instrument or obligation that is or may become convertible into or exchangeable for any shares of the capital stock or other securities of SCWorx; (iii) stockholder rights plan (or similar plan commonly referred to as a "poison pill") or Contract under which SCWorx is or may become obligated to sell or otherwise issue any shares of its capital stock or any other securities; or (iv) condition or circumstance that may give rise to or provide a basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive any shares of capital stock or other securities of SCWorx. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, restricted stock units, equity-based awards or other similar rights with respect to SCWorx.

(d) (i) None of the outstanding SCWorx Shares are entitled or subject to any preemptive right, right of repurchase or forfeiture, right of participation, right of maintenance or any similar right; (ii) none of the outstanding SCWorx Shares are subject to any right of first refusal in favor of SCWorx; (iii) there are no outstanding bonds, debentures, notes or other indebtedness of SCWorx having a right to vote on any matters on which the SCWorx Stockholders have a right to vote; (iv) there is no SCWorx Contract to which SCWorx is a party relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or from granting any option or similar right with respect to), any SCWorx Shares. SCWorx is not under any obligation, or is bound by any Contract pursuant to which it may become obligated, to repurchase, redeem or otherwise acquire any outstanding SCWorx Shares or other securities, or to register such shares with the SEC.

(e) All outstanding SCWorx Shares have been issued and granted in material compliance with all applicable securities laws and other applicable Legal Requirements.

2.5 Financial Statements.

(a) Section 2.5(a) of the SCWorx Disclosure Schedule includes true and complete copies of (i) SCWorx's unaudited balance sheet at December 31, 2017 and SCWorx's unaudited statements of operations, cash flows and stockholders' equity for the year ended December 31, 2017, audited versions of which financial statements shall be provided to AMMA within seventy five (75) days of the date hereof, but at least 5 business days before the Closing Date (the "SCWorx Audited Financials") and (ii) the SCWorx Unaudited Financials (collectively, the "SCWorx Financials"). The SCWorx Audited Financials will be prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis unless otherwise noted therein throughout the periods indicated and the SCWorx Audited Financials will and the Unaudited Financials do fairly present, the financial condition and operating results of SCWorx in all material respects as of the dates and for the periods indicated therein.

(b) SCWorx maintains a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. SCWorx maintains internal control over financial reporting that provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

2.6 Absence of Changes. Except as set forth in Section 2.6 of the SCWorx Disclosure Schedule, between June 30, 2018 and the date of this Agreement, SCWorx has conducted its business in the Ordinary Course of Business and there has not been (a) any event that has had a SCWorx Material Adverse Effect or (b) or any action, event or occurrence that would have required consent of AMMA pursuant to Section 4.3(b) of this Agreement had such action, event or occurrence taken place after the execution and delivery of this Agreement.

2.7 Title to Assets. Except with respect to SCWorx IP Rights, which are covered in Section 2.9, SCWorx owns, and has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all tangible properties or assets and equipment used or held for use in its business or operations or purported to be owned by it, in each case, free and clear of any Encumbrances, except for: (i) any lien for current Taxes not yet due and payable or for Taxes that are being contested in good faith and for which adequate reserves have been made in the SCWorx Unaudited Financials; (ii) minor liens that have arisen in the Ordinary Course of Business and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of SCWorx; and (iii) liens listed in Section 2.7 of the SCWorx Disclosure Schedule.

2.8 Real Property; Leaseholds. SCWorx does not currently own and has never owned any real property or any interest in real property, except for the leaseholds created under the real property leases (including any amendments thereto) identified in Section 2.8 of the SCWorx Disclosure Schedule (the "SCWorx Leases"), which are each in full force and effect.

2.9 Intellectual Property.

(a) SCWorx owns, or has the right to use all SCWorx IP Rights, except where any failure to own or have the right to use, or have the right to bring actions, would not constitute a SCWorx Material Adverse Effect. The foregoing representation and warranty is not intended to be a representation regarding the absence of infringement or misappropriation, which is addressed in Section 2.9(f) below.

(b) Section 2.9(b) of the SCWorx Disclosure Schedule is an accurate, true and complete listing of (i) all patents within the SCWorx Registered IP that are owned by SCWorx and (ii) all other SCWorx Registered IP.

(c) Section 2.9(c) of the SCWorx Disclosure Schedule accurately identifies (i) all material SCWorx IP Rights licensed to SCWorx (other than (A) any non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software or (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of SCWorx's products or services, (B) any Intellectual Property licensed ancillary to the purchase or use of equipment, reagents or other materials, (C) non-disclosure agreements, materials transfer agreements and template agreements entered into in the Ordinary Course of Business and (D) agreements between SCWorx and its employees and consultants); (ii) the corresponding SCWorx Contracts pursuant to which such SCWorx IP Rights are licensed to SCWorx; (iii) whether the license or licenses granted to SCWorx are exclusive or non-exclusive; and (iv) whether, to the Knowledge of SCWorx, any funding, facilities or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, such SCWorx IP Rights.

(d) Section 2.9(d) of the SCWorx Disclosure Schedule accurately identifies each SCWorx Material Contract pursuant to which any Person (other than SCWorx) has been granted any license or option to obtain a license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any SCWorx IP Rights (in each case, other than non-disclosure agreements, materials transfer agreements or non-exclusive licenses entered into in the Ordinary Course of Business). SCWorx is not bound by, and no SCWorx IP Rights (and to the Knowledge of SCWorx, no licensed SCWorx IP Rights) are subject to, any Contract containing any covenant or contractual obligation that in any way limits or restricts the ability of SCWorx to use, exploit, assert or enforce any SCWorx IP Rights anywhere in the world, in each case in a manner that would materially limit the business of SCWorx as currently conducted or planned to be conducted.

(e) Except as identified on Section 2.9(e) of the SCWorx Disclosure Schedule, SCWorx solely owns all right, title, and interest to and in the SCWorx Registered IP listed on (or required to be listed on) Section 2.9(b) of the SCWorx Disclosure Schedule free and clear of any Encumbrances. Without limiting the generality of the foregoing:

(i) All documents and instruments necessary to register or apply for or renew registration of all SCWorx Registered IP that is solely owned by SCWorx has been validly executed, delivered and filed in a timely manner with the appropriate Governmental Body except for any such failure, individually or collectively, that would not constitute a SCWorx Material Adverse Effect.

(ii) Each Person who is or was an employee or contractor of SCWorx and who is or was involved in the creation or development of any SCWorx IP Rights has signed a written agreement containing an assignment of such Intellectual Property to SCWorx and confidentiality provisions protecting trade secrets and confidential information of SCWorx; provided, that any such agreement with a third party contractor for research, development or manufacturing services on behalf of SCWorx may provide that such third party contractor reserves its rights in improvements to such third party contractor's Intellectual Property or generally applicable research, development or manufacturing technology, in either case that is not specific to any product or service of SCWorx. To the Knowledge of SCWorx, no current or former stockholder, officer, director, employee or contractor of SCWorx has any claim, right (whether or not currently exercisable), or interest to or in any SCWorx IP Rights. To the Knowledge of SCWorx, no employee or contractor of SCWorx is (1) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for SCWorx or (2) in breach of any Contract with any current or former employer or other Person concerning SCWorx IP Rights or confidentiality provisions protecting trade secrets and confidential information comprising SCWorx IP Rights.

(iii) To the Knowledge of SCWorx, no funding, facilities or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, any SCWorx IP Rights in which SCWorx has an ownership interest.

(iv) SCWorx has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information that SCWorx holds, or purports to hold, as a trade secret.

(v) Except as set forth on Section 2.9(e)(v) of the SCWorx Disclosure Schedule, SCWorx has not assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any SCWorx IP Rights to any other Person.

(vi) The SCWorx IP Rights constitute all Intellectual Property necessary for SCWorx to conduct its business as currently conducted or planned to be conducted.

(f) The manufacture, marketing, license, sale or intended use of any product or service by SCWorx (i) does not violate or constitute a breach of any license or agreement between SCWorx and any third party, and, (ii) to the Knowledge of SCWorx, does not infringe or misappropriate any Intellectual Property right of any third party. To the Knowledge of SCWorx, no third party is infringing upon or misappropriating, or violating any license or agreement with SCWorx relating to, any SCWorx IP Rights. There is no current or, to the Knowledge of SCWorx, pending challenge, claim or Legal Proceeding (including opposition, interference or other proceeding in any patent or other government office) contesting the validity, enforceability, ownership or right to use, sell, license or dispose of any SCWorx IP Rights, nor has SCWorx received any written notice asserting that the manufacture, marketing, license, sale or intended use of any product or service currently sold by SCWorx infringes or misappropriates or will infringe or misappropriate the rights of any other Person.

(g) Each item of SCWorx IP Rights that is SCWorx Registered IP that is solely owned by SCWorx is and at all times has been filed and maintained in compliance with all applicable Legal Requirements and all filings, payments and other actions required to be made or taken to maintain such item of SCWorx Registered IP in full force and effect have been made by the applicable deadline, except for any failure to perform any of the foregoing, individually or collectively, that would not constitute a SCWorx Material Adverse Effect.

(h) No trademark (whether registered or unregistered) or trade name owned, used, or applied for by SCWorx conflicts or interferes with any trademark (whether registered or unregistered) or trade name owned, used, or applied for by any other Person. None of the goodwill associated with or inherent in any trademark (whether registered or unregistered) in which SCWorx has or purports to have an ownership interest has been impaired as determined by SCWorx in accordance with GAAP.

(i) Except as set forth on Section 2.9(i) of the SCWorx Disclosure Schedule, (i) SCWorx is not bound by any Contract to indemnify, defend, hold harmless, or reimburse any other Person with respect to any Intellectual Property infringement, misappropriation, or similar claim, and (ii) SCWorx has not ever assumed, or agreed to discharge or otherwise take responsibility for, any existing or potential liability of another Person for infringement, misappropriation, or violation of any Intellectual Property right, which assumption, agreement or responsibility remains in force as of the date of this Agreement.

2.10 Material Contracts.

(a) Section 2.10(a) of the SCWorx Disclosure Schedule lists the following SCWorx Contracts, in effect as of the date of this Agreement (each, a "SCWorx Material Contract" and collectively, the "SCWorx Material Contracts"):

(i) each SCWorx Contract constituting a material bonus, deferred compensation, severance, change in control, retention, incentive compensation, pension, profit-sharing or retirement plans;

(ii) each SCWorx Contract pursuant to its express terms relating to the employment of, or the performance of employment-related services by, any Person, including any employee, consultant or independent contractor, or Entity providing employment related, consulting or independent contractor services other than any employment agreement, employment contract, offer letter, or similar arrangement that is terminable "at-will" without penalty, Liability or severance (statutory, contractual, or otherwise), or that can be terminated without penalty, Liability or premium upon notice of thirty (30) days or less;

(iii) each SCWorx Contract relating to any agreement or plan, including any stock option plan, stock appreciation right plan or stock purchase plan with any employee or other individual consultant, independent contractor or director, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions (either alone or in conjunction with any other event, such as termination of employment), or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(iv) each collective bargaining agreement or other agreement with any union (trade, labor, or otherwise) or similar employee representative or works council;

(v) each SCWorx Contract relating to any agreement of indemnification or guaranty not entered into in the Ordinary Course of Business, where material indemnification is provided by SCWorx to a third party;

(vi) each SCWorx Contract containing (A) any covenant limiting the freedom of SCWorx to engage in any line of business or compete with any Person, (B) any most-favored pricing arrangement, (C) any exclusivity provision, or (D) any non-solicitation provision;

(vii) each SCWorx Contract requiring capital expenditures and requiring payments after the date of this Agreement in excess of $50,000 pursuant to its express terms and not cancelable without penalty, other than purchase orders for the purchase of inventory in the Ordinary Course of Business;

(viii) each SCWorx Contract relating to the disposition or acquisition of material assets with a fair market value exceeding $50,000, other than in the Ordinary Course of Business or listed on Section 2.9(c) or Section 2.9(d) of the SCWorx Disclosure Schedule, or any ownership interest in any Entity;

(ix) each SCWorx Contract relating to any mortgages, indentures, loans, notes or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $250,000 or creating any material Encumbrances with respect to any assets of SCWorx or any loans or debt obligations with officers or directors of SCWorx;

(x) each SCWorx Contract requiring payment by or to SCWorx after the date of this Agreement in excess of $50,000 pursuant to its express terms relating to: (A) any distribution agreement (identifying any that contain exclusivity provisions); (B) any dealer, distributor, joint marketing, alliance, joint venture, cooperation, development or other agreement currently in force under which SCWorx has continuing obligations to develop or market any product, technology or service, or any agreement pursuant to which SCWorx has continuing obligations to develop any Intellectual Property that will not be owned, in whole or in part, by SCWorx; or (C) any Contract with any third party to manufacture or produce any product, service or technology of SCWorx or any Contract to sell, distribute or commercialize any products or service of SCWorx, in each case, except for SCWorx Contracts entered into in the Ordinary Course of Business;

(xi) each SCWorx Contract with any Person, including any financial advisor, broker, finder, investment banker or other Person, providing advisory services to SCWorx in connection with the Contemplated Transactions;

(xii) each SCWorx IP Rights Agreement other than (A) software license agreements for non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software or (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of SCWorx's products or services, (B) agreements for the purchase or use of equipment, reagents or other materials that include licenses to Intellectual Property ancillary to such purchase or use, (C) non-disclosure agreements, materials transfer agreements and template agreements entered into in the Ordinary Course of Business, (D) agreements between SCWorx and its employees and consultants, and (E) those that are otherwise immaterial;

(xiii) each SCWorx Lease; and

(xiv) any other SCWorx Contract that is not terminable at will (with no penalty or payment) by SCWorx requiring payment or receipt by SCWorx after the date of this Agreement under any such agreement, Contract or commitment of more than $50,000 in the aggregate.

(b) SCWorx has delivered or made available to AMMA accurate and complete (except for applicable redactions thereto) copies of all SCWorx Material Contracts, including all amendments thereto. There are no SCWorx Material Contracts that are not in written form. SCWorx has not, and to the Knowledge of SCWorx, as of the date of this Agreement no other party to a SCWorx Material Contract has, breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any SCWorx Material Contract in such manner as would permit any other party to cancel or terminate any such SCWorx Material Contract, or would permit any other party to seek damages that constitutes a SCWorx Material Adverse Effect. As to SCWorx, as of the date of this Agreement, each SCWorx Material Contract is valid, binding, enforceable and in full force and effect, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

2.11 Undisclosed Liabilities. As of the date of this Agreement, SCWorx has no material liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any kind, whether accrued, absolute, contingent, matured, or unmatured (whether or not required to be reflected in the financial statements in accordance with GAAP) (each a "Liability"), except for: (a) Liabilities identified as such in the "liabilities" column of the SCWorx Unaudited Financials; (b) normal and recurring current Liabilities that have been incurred by SCWorx since the date of the SCWorx Unaudited Financials in the Ordinary Course of Business; (c) Liabilities for performance in the Ordinary Course of Business of obligations of SCWorx under SCWorx Contracts, including the reasonably expected performance of such SCWorx Contracts in accordance with their terms (which would not include, for example, any instances of breach or indemnification); (d) Liabilities incurred in connection with the Contemplated Transactions; and (e) Liabilities listed in Section 2.11 of the SCWorx Disclosure Schedule.

2.12 Compliance; Permits; Restrictions.

(a) SCWorx is, and since the date of its incorporation has been, in compliance with all applicable Legal Requirements except for any non-compliance that would not constitute a SCWorx Material Adverse Effect. No investigation, claim, suit, proceeding, audit or other action by any Governmental Body or authority is pending or, to the Knowledge of SCWorx, threatened against SCWorx. There is no Contract, judgment, injunction, order or decree binding upon SCWorx which (i) has or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of SCWorx, any acquisition of material property by SCWorx or the conduct of business by SCWorx as currently conducted, (ii) would reasonably be expected to have an adverse effect on SCWorx's ability to comply with or perform any covenant or obligation under this Agreement, or (iii) would reasonably be expected to have the effect of preventing, delaying, making illegal or otherwise interfering with the Exchange or any of the other Contemplated Transactions.

(b) SCWorx holds all required Governmental Authorizations which are material to the operation of the business of SCWorx (the "SCWorx Permits") as currently conducted. Section 2.12(b) of the SCWorx Disclosure Schedule identifies each SCWorx Permit. As of the date of this Agreement, SCWorx is in material compliance with the terms of the SCWorx Permits. No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending or, to the Knowledge of SCWorx, threatened, which seeks to revoke, limit, suspend, or materially modify any SCWorx Permit.

2.13 Tax Matters.

(a) SCWorx has timely filed all income Tax Returns and other material Tax Returns that it was required to file under applicable Legal Requirements. All such Tax Returns were correct and complete in all material respects and have been prepared in material compliance with all applicable Legal Requirements. SCWorx is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where SCWorx does not file Tax Returns that it is subject to taxation by that jurisdiction.

(b) All material Taxes due and owing by SCWorx on or before the date hereof (whether or not shown on any Tax Return) have been paid. The unpaid Taxes of SCWorx through the date of the SCWorx Unaudited Financials have been reserved for in the SCWorx Unaudited Financials. Since the date of the SCWorx Unaudited Financials, SCWorx has not incurred any Liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice.

(c) SCWorx has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

(d) There are no Encumbrances for Taxes (other than Taxes not yet due and payable or Taxes that are being contested in good faith and for which adequate reserves have been made on the SCWorx Unaudited Financials) upon any of the assets of SCWorx.

(e) No material deficiencies for Taxes with respect to SCWorx have been claimed, proposed or assessed by any Governmental Body in writing. There are no pending (or, based on written notice, threatened) audits, assessments or other actions for or relating to any Liability in respect of Taxes of SCWorx. No issues relating to Taxes of SCWorx were raised by the relevant Tax authority in any completed audit or examination that would reasonably be expected to result in a material amount of Taxes in a later taxable period. SCWorx (and its predecessors) has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, nor has any request been made in writing for any such extension or waiver.

(f) SCWorx has not (i) agreed, nor is it required to make, any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise; nor (ii) elected at any time to be treated as an S corporation within the meaning of Sections 1361 or 1362 of the Code.

(g) SCWorx has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(h) SCWorx is not a party to any Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers and landlords, the primary purpose of which does not relate to Taxes.

(i) SCWorx has never been a member of an affiliated group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which is SCWorx) for federal, state, local or foreign Tax purposes. SCWorx does not have any Liability for the Taxes of any Person (other than SCWorx) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, or otherwise by operation of applicable Legal Requirements.

(j) SCWorx has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code.

(k) SCWorx will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any period (or any portion thereof) beginning after the Closing Date as a result of any (i) installment sale or other open transaction disposition made on or prior to Closing, (ii) agreement with any Tax authority (including any closing agreement described in Section 7121 of the Code or any similar provision of state, local or foreign law) made or entered into on or prior to Closing, (iii) deposit or prepaid amount received outside the Ordinary Course of Business on or prior to Closing, (iv) election under Section 108(i) of the Code made on or prior to Closing, or (v) use of an improper method of accounting on or prior to the Closing.

(l) SCWorx is not a partner for Tax purposes with respect to any joint venture, partnership, or, to the Knowledge of SCWorx, other arrangement or Contract which is treated as a partnership for Tax purposes.

(m) SCWorx has not entered into any transaction identified as a “listed transaction” for purposes of Treasury Regulations Sections 1.6011-4(b)(2) or 301.6111-2(b)(2).

(n) SCWorx has not taken any action, nor to the Knowledge of SCWorx, is there any fact or circumstance, that would reasonably be expected to prevent the Exchange from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(o) SCWorx has made available to AMMA for inspection at SCWorx's office (i) complete and correct copies of all income and other material Tax Returns of SCWorx filed with respect to taxable periods ended on or after December 31, 2017, and (ii) complete and correct copies of all private letter rulings, examination reports, revenue agent reports, material information document requests, notices of proposed deficiencies, deficiency notices, protests, petitions, closing agreements, settlement agreements, pending ruling requests, gain recognition agreements and any similar documents, submitted by, received by or agreed to by or on behalf of SCWorx, in each case relating to Taxes for all taxable periods for which the statute of limitations has not yet expired.

(p) SCWorx has disclosed on its income Tax Returns all positions that could give rise to the imposition on it of a substantial understatement penalty under Section 6662 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law).

(q) All related party transactions involving SCWorx and its subsidiaries have been conducted at arm's length in compliance with Code Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other state, local and non-U.S. Tax Law.

(r) SCWorx (i) has not been required to make a basis reduction pursuant to former Treasury Regulation Section 1.1502-20(b) or Treasury Regulation Section 1.337(d)-2(b); (ii) is or has been required to redetermine or reduce basis pursuant to Treasury Regulation Section 1.1502-36(b) or (c) or to reduce any attributes under Treasury Regulation Section 1.1502-36(d); and (iii) has incurred (or been allocated) any dual consolidated loss within the meaning of Section 1503 of the Code.

(s) SCWorx is not subject to Tax in any jurisdiction outside the United States of America by virtue of (i) having a permanent establishment (within the meaning of an applicable Tax treaty) or other place of business or (ii) otherwise having a taxable presence in that jurisdiction.

(t) SCWorx is not a shareholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of state, local or foreign law) or a shareholder in a "passive foreign investment company" within the meaning of Section 1297 of the Code.

(u) Nothing in this Section 2.13 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, Tax credits, Tax basis or other Tax asset or attribute of SCWorx in any taxable period (or portion thereof) beginning after the Closing Date, or (ii) except with respect to the Tax Treatment (as defined in Section 5.12 hereof), any Tax position that AMMA or its Affiliates (including the Surviving Corporation) may take in respect of any taxable period (or portion thereof) beginning after the Closing Date.

2.14 Employee and Labor Matters; Benefit Plans.

(a) Section 2.14(a) of the SCWorx Disclosure Schedule lists, as of the date of this Agreement, all written and describes all non-written employee benefit plans (as defined in Section 3(3) of ERISA) and all bonus, equity-based, retention, incentive, deferred compensation, retirement or supplemental retirement, profit sharing, severance, change in control, golden parachute, disability, life or accident insurance, paid time off, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs, fringe or employee benefit, and all other compensation, plans, programs, agreements or arrangements, including but not limited to any employment, consulting, independent contractor, severance or executive compensation agreements or arrangements (other than regular salary or wages), written or otherwise, which are currently in effect relating to any present or former employee, independent contractor or director of SCWorx or any SCWorx Affiliate, or which is maintained by, administered or contributed to by, or required to be contributed to by, SCWorx or any SCWorx Affiliate, or under which SCWorx or any SCWorx Affiliate has any current or may incur any future Liability (each, a "SCWorx Employee Plan") (other than offer letters with non-officer employees which are materially consistent with forms delivered or made available by the SCWorx prior to the execution of this Agreement; equity grant notices, and related documentation, with respect to the employees of SCWorx; and agreements with consultants entered into in the Ordinary Course of Business and which are materially consistent with forms delivered or made available by SCWorx prior to the execution of this Agreement).

(b) With respect to each SCWorx Employee Plan, SCWorx has made available to AMMA a true and complete copy of, to the extent applicable: (i) such SCWorx Employee Plan including any amendments thereto; (ii) all annual reports (Form 5500) as filed with the United States Department of Labor, including any financial statements and actuarial reports; (iii) each currently effective trust agreement related to such SCWorx Employee Plan; (iv) the most recent summary plan description, with any summary of material modifications, prospectus or other summary for each SCWorx Employee Plan; (v) the most recent United States Internal Revenue Service determination or opinion letter or analogous ruling under foreign law issued with respect to any SCWorx Employee Plan; (vi) all material notices, letters or other correspondence to or from any Governmental Body or agency thereof; (vii) all non-discrimination and compliance tests; and (viii) all material written agreements and Contracts currently in effect, including (without limitation) administrative service agreements, group annuity contracts, and group insurance contracts.

(c) Each SCWorx Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or may rely on a favorable opinion letter with respect to such qualified status from the United States Internal Revenue Service. To the Knowledge of SCWorx, nothing has occurred that would reasonably be expected to adversely affect the qualified status of any such SCWorx Employee Plan or the exempt status of any related trust.

(d) Each SCWorx Employee Plan has been operated and maintained in compliance, in all material respects, with its terms and, both as to form and operations, with all applicable Legal Requirements, including the Code and ERISA. Neither SCWorx nor any SCWorx Affiliate is subject to any Liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA with respect to any of the SCWorx Employee Plans. All contributions required to be made by SCWorx or any SCWorx Affiliate to any SCWorx Employee Plan have been made on or before their due dates (and no further contributions will be due or will have accrued thereunder as of the Closing Date, other than contributions accrued in the Ordinary Course of Business consistent with past practice).

(e) Neither SCWorx nor any SCWorx Affiliate has engaged in any transaction in violation of Sections 404 or 406 of ERISA or any "prohibited transaction," as defined in Section 4975(c)(1) of the Code, for which no exemption exists under Section 408 of ERISA or Section 4975(c)(2) or (d) of the Code, or has otherwise violated the provisions of Part 4 of Title I, Subtitle B of ERISA. Neither SCWorx, nor any SCWorx Affiliate has knowingly participated in a violation of Part 4 of Title I, Subtitle B of ERISA by any plan fiduciary of any SCWorx Employee Plan subject to ERISA, and neither SCWorx nor any SCWorx Affiliate has been assessed any civil penalty under Section 502(l) of ERISA.

(f) No suit, administrative proceeding, action or other litigation has been initiated against, or to the Knowledge of SCWorx, is threatened, against or with respect to any SCWorx Employee Plan, including any audit or inquiry by the United States Internal Revenue Service, United States Department of Labor or other Governmental Body.

(g) No SCWorx Employee Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and neither SCWorx nor any SCWorx Affiliate has ever maintained, contributed to or partially or completely withdrawn from, or incurred any obligation or Liability with respect to, any such plan. No SCWorx Employee Plan is a Multiemployer Plan, and neither SCWorx nor any SCWorx Affiliate has ever contributed to or had an obligation to contribute, or incurred any Liability in respect of a contribution, to any Multiemployer Plan. No SCWorx Employee Plan is a Multiple Employer Plan.

(h) No SCWorx Employee Plan provides for medical, welfare, retirement or death benefits beyond termination of service or retirement, other than (i) pursuant to COBRA or an analogous state law requirement or (ii) death or retirement benefits under a SCWorx Employee Plan qualified under Section 401(a) of the Code. Except as provided in Section 2.14(a) of the SCWorx Disclosure Schedule and identified as a self-funded plan, neither SCWorx nor any SCWorx Affiliate sponsors or maintains any self-funded employee welfare benefit plan. No SCWorx Employee Plan is subject to any Legal Requirement of any jurisdiction outside of the United States.

(i) To the Knowledge of SCWorx, no payment pursuant to any SCWorx Employee Plan or other arrangement to any "service provider" (as such term is defined in Section 409A of the Code and the regulations and guidance thereunder) from SCWorx, including the grant, vesting or exercise of any stock option, would subject any Person to Tax pursuant to Section 409A of the Code, whether pursuant to the Contemplated Transactions or otherwise.

(j) SCWorx is in material compliance with all applicable foreign, federal, state and local laws, rules, regulations, orders, rulings, judgments, decrees or arbitration awards respecting employment, employment practices, terms and conditions of employment, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration status, employee safety and health, wages (including overtime wages), compensation, hours of work, labor relations, leave of absence requirements, occupational health and safety, privacy, harassment, retaliation, immigration and wrongful discharge and in each case, with respect to employees: (i) has withheld and reported all amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty of any material amount for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Body, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice). There are no actions, suits, claims or administrative matters pending, or to the Knowledge of SCWorx, threatened or reasonably anticipated against SCWorx relating to any employee, employment agreement, independent contractor, independent contractor agreement or SCWorx Employee Plan. There are no pending or, to the Knowledge of SCWorx, threatened or reasonably anticipated claims or actions against SCWorx or any trustee of SCWorx under any worker's compensation policy or long term disability policy. SCWorx is not a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or Governmental Body with respect to employment practices. SCWorx has good labor relations.

(k) No current or former consultant or independent contractor of SCWorx would reasonably be deemed to be a misclassified employee. Except as set forth on Section 2.14(k) of the SCWorx Disclosure Schedule, no independent contractor or contractor is eligible to participate in any SCWorx Employee Plan. SCWorx does not have any material Liability with respect to any misclassification of: (A) any Person as an independent contractor rather than as an employee, (B) any employee leased from another employer, or (C) any employee currently or formerly classified as exempt from overtime wages. SCWorx has not taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local law, or incurred any Liability or obligation under WARN or any similar state or local law that remains unsatisfied. No terminations of employees of SCWorx prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local law.

(l) No SCWorx employee is covered by an effective or pending collective bargaining agreement or similar labor agreement, and there has never been any threat of, any strike, slowdown, work stoppage, lockout, job action, union organizing activity, or any similar activity or dispute, affecting SCWorx. No event has occurred, and no condition or circumstance exists, that might directly or indirectly be likely to give rise to or provide a basis for the commencement of any such strike, slowdown, work stoppage, lockout, job action, union organizing activity, question concerning representation or any similar activity or dispute.

(m) SCWorx is not, and has not been engaged in, any unfair labor practice within the meaning of the National Labor Relations Act. There is no Legal Proceeding, claim, labor dispute or grievance pending or, to the Knowledge of SCWorx, threatened or reasonably anticipated relating to any employment contract, privacy right, labor dispute, wages and hours, leave of absence, plant closing notification, workers' compensation policy or long term disability policy, harassment, retaliation, immigration, employment statute or regulation, safety or discrimination matter involving any SCWorx Associate, including charges of unfair labor practices or discrimination complaints.

(n) There is no Contract or arrangement to which SCWorx or any SCWorx Affiliate is a party or by which it is bound to compensate any of its current or former employees, independent contractors or directors for additional income or excise Taxes paid pursuant to Sections 409A or 4999 of the Code.

(o) Except as set forth in Section 2.14(o) of the SCWorx Disclosure Schedule, none of the execution and delivery of this Agreement, or the consummation of the Contemplated Transactions or any termination of employment or service or any other event in connection therewith or subsequent thereto will, individually or together or with the occurrence of some other event, (i) result in any payment (including severance, golden parachute, bonus or otherwise) becoming due to any employee, independent contractor or director of SCWorx, (ii) materially increase or otherwise enhance any benefits otherwise payable by SCWorx, (iii) result in the acceleration of the time of payment or vesting of any such benefits, except as required under Section 411(d)(3) of the Code, (iv) increase the amount of compensation due to any Person by SCWorx, or (v) result in the forgiveness in whole or in part of any outstanding loans made by SCWorx to any Person.

(p) Except as noted on Section 2.14(r) of the SCWorx Disclosure Schedule, all individuals employed by SCWorx are employed at-will and SCWorx has no employment or other agreements that contain any severance, change in control, termination pay liabilities, or advance notice requirements, and all agreements with independent contractors or consultants may be terminated by SCWorx without penalty or Liability with thirty (30) days or less notice.

(q) SCWorx has paid all wages, bonuses, commissions, severance and other benefits and sums due (and all required Taxes, insurance, social security and withholding thereon), including all accrued vacation, accrued sick leave, accrued benefits and accrued payments to its employees and former employees and individuals performing services as independent contractors or consultants, other than accrued amounts representing wages, bonuses, or commission entitlements due for the current pay period or for the reimbursement of legitimate expenses.

2.15 [Reserved.]

2.16 Insurance.

(a) SCWorx has delivered or made available to AMMA accurate and complete copies of all material insurance policies and all material self-insurance programs and arrangements relating to the business, assets, liabilities and operations of SCWorx, as of the date of this Agreement (other than relating to any SCWorx Employee Plan). Each of such insurance policies is in full force and effect and SCWorx is in compliance with the terms thereof. As of the date of this Agreement, other than customary end of policy notifications from insurance carriers, SCWorx has not received any notice or other communication regarding any actual or possible: (a) cancelation or invalidation of any insurance policy; (b) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy; or (c) material adjustment in the amount of the premiums payable with respect to any insurance policy. There is no pending workers' compensation or other claim under or based upon any insurance policy of SCWorx. To the Knowledge of SCWorx, SCWorx has provided timely written notice to the appropriate insurance carrier(s) of each Legal Proceeding pending or threatened against SCWorx, and no such carrier has issued a denial of coverage or a reservation of rights with respect to any such Legal Proceeding, or informed SCWorx of its intent to do so.

2.17 Legal Proceedings; Orders.

(a) There is no pending Legal Proceeding, and, to the Knowledge of SCWorx, no Person has threatened in writing to commence any Legal Proceeding: (i) that involves SCWorx, or to the Knowledge of SCWorx, any director or officer of SCWorx (in his or her capacity as such) or any of the material assets owned or used by SCWorx; or (ii) that challenges, or that would reasonably be expected to have the effect of preventing, delaying, making illegal or otherwise interfering with, the Contemplated Transactions. To the Knowledge of SCWorx, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as a basis for the commencement of any such Legal Proceeding.

(b) There is no material outstanding order, writ, injunction, judgment or decree to which SCWorx, or any of the material assets owned or used by SCWorx, is subject. To the Knowledge of SCWorx, no officer of SCWorx is subject to any order, writ, injunction, judgment or decree that prohibits such officer of SCWorx from engaging in or continuing any conduct, activity or practice relating to the business of SCWorx or to any material assets owned or used by SCWorx.

2.18 [Reserved].

2.19 No Financial Advisor. Except as set forth on Section 2.19 of the SCWorx Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage fee, finder's fee, opinion fee, success fee, transaction fee or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of SCWorx.

2.20 Bank Accounts. Section 2.20 of the SCWorx Disclosure Schedule provides accurate information with respect to each account maintained by or for the benefit of SCWorx at any bank or other financial institution, including the name of the bank or financial institution, the account number, the balance as of July 30, 2018 and the names of all individuals authorized to draw on or make withdrawals from such accounts.

2.21 Disclosure. The information relating to SCWorx to be supplied by or on behalf of SCWorx for inclusion or incorporation by reference in the Proxy Statement will not, on the date the Proxy Statement, as applicable, is first filed with the SEC or mailed to the AMMA Stockholders or at the time of the AMMA Stockholders' Meeting, contain any untrue statement of any material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not false or misleading at the time and in the light of the circumstances under which such statement is made.

2.22 Related Party Transactions. Except as set forth in Section 2.22 of the SCWorx Disclosure Schedule, there are no obligations of SCWorx to, or Contracts with, current or former Affiliates, officers, directors, stockholders or employees of SCWorx or their respective Affiliates or family members other than (a) for payment of ordinary course salaries and bonuses for services rendered, (b) reimbursement of customary and reasonable expenses incurred on behalf of SCWorx and (c) benefits due under a SCWorx Employee Plan and ordinary course fringe benefits listed in Section 2.14(a) of the SCWorx Disclosure Schedule. To SCWorx's Knowledge, no officer, director or employee of SCWorx or SCWorx Stockholder is directly interested in any SCWorx Material Contract. Except as set forth in Section 2.22 of the SCWorx Disclosure Schedule, neither SCWorx nor any of its Affiliates, directors, officers or employees (x) possess, directly or indirectly, any financial interest in, or is a director, officer or employee of, any entity that is a material supplier, contractor lessor, lessee or competitor of SCWorx or (y) has any claim or cause of action against SCWorx.

2.23 Exclusivity of Representations; Reliance.

(a) Except as expressly set forth in this Article 2, neither SCWorx nor any Person on behalf of SCWorx has made, nor are any of them making, any representation or warranty, written or oral, express or implied, at law or in equity, including with respect to merchantability or fitness for any particular purpose, in respect of SCWorx or its business in connection with the transactions contemplated hereby, including any representations or warranties about the accuracy or completeness of any information or documents previously provided (including with respect to any financial or other projections therein), and any other such representations and warranties are hereby expressly disclaimed.

(b) SCWorx acknowledges and agrees that, except for the representations and warranties of AMMA set forth in Article 3, neither SCWorx nor its Representatives is relying on any other representation or warranty of AMMA or any other Person made outside of Article 3 of this Agreement, including regarding the accuracy or completeness of any such other representations or warranties or the omission of any material information, whether express or implied, in each case with respect to the Contemplated Transactions.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF AMMA

AMMA represents and warrants to SCWorx and the SCWorx Stockholders as follows, except as set forth in the written disclosure schedule delivered by AMMA to SCWorx and the SCWorx Stockholders (the " AMMA Disclosure Schedule") (it being understood that the representations and warranties in this Article 3 are qualified by: (a) any exceptions and disclosures set forth in the section or subsection of the AMMA Disclosure Schedule corresponding to the particular section or subsection in this Article 3 in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such section or subsection of the AMMA Disclosure Schedule by reference to another section or subsection of the AMMA Disclosure Schedule; and (c) any exceptions or disclosures set forth in any other section or subsection of the AMMA Disclosure Schedule to the extent it is reasonably apparent from the wording of such exception or disclosure that such exception or disclosure qualifies such representation and warranty). The inclusion of any information in the AMMA Disclosure Schedule shall not be deemed to be an admission or acknowledgement, in and of itself, that such information is required by the terms hereof to be disclosed, is material, has resulted in or would result in a AMMA Material Adverse Effect, or is outside the Ordinary Course of Business.

3.1 Subsidiaries; Due Organization; Organizational Documents.

(a) Section 3.1(a) of the AMMA Disclosure Schedule identifies each Subsidiary of AMMA (the " AMMA Subsidiaries"). Neither AMMA nor any AMMA Subsidiary owns any capital stock of, or any equity interest of any nature in, any other Entity. AMMA has not agreed nor is it obligated to make, nor is it bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity. AMMA has not, at any time, been a general partner or manager of, or has otherwise been liable for any of the debts or other obligations of, any general partnership, limited partnership, limited liability company or other Entity.

(b) Each of AMMA and any AMMA Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation (where such concept is applicable) and has all necessary power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all AMMA Contracts.

(c) Each of AMMA and any AMMA Subsidiary is qualified to do business as a foreign corporation, and is in good standing, under the laws of all jurisdictions where the nature of its business requires such qualification other than in jurisdictions where the failure to be so qualified would not constitute a AMMA Material Adverse Effect.

(d) Each director and officer of AMMA and any AMMA Subsidiary as of the date of this Agreement is set forth in Section 3.1(d) of the AMMA Disclosure Schedule.

(e) AMMA has delivered or made available to SCWorx accurate and complete copies of (i) the charter and organizational documents, including all currently effective amendments thereto, for AMMA and each AMMA Subsidiary (as applicable); and (ii) any code of conduct or similar policy adopted by AMMA or by the AMMA Board of Directors or any committee thereof. Neither AMMA nor any AMMA Subsidiary has taken any action in breach or violation of any of the provisions of its charter or organizational documents (as applicable), except as would not reasonably be expected to have, individually or in the aggregate, a AMMA Material Adverse Effect.

3.2 Authority; Vote Required.

(a) AMMA has all necessary corporate power and authority to enter into and to perform its obligations under this Agreement and, subject to obtaining the Required AMMA Stockholder Vote, to consummate the Contemplated Transactions. The AMMA Board of Directors has: (i) determined that the Exchange is fair to, and in the best interests of, AMMA and AMMA Stockholders; (ii) duly authorized and approved by all necessary corporate action, the execution, delivery and performance of this Agreement and the Contemplated Transactions; and (iii) recommended the approval of the AMMA Stockholder Matters by the AMMA Stockholders and directed that the AMMA Stockholder Matters be submitted for consideration by AMMA Stockholders in connection with the solicitation of the Required AMMA Stockholder Vote, as applicable. This Agreement has been duly executed and delivered by AMMA and, assuming the due authorization, execution and delivery by SCWorx and each SCWorx Stockholder, constitutes the legal, valid and binding obligation of AMMA, enforceable against AMMA in accordance with its terms, subject to: (1) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (2) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) With respect to the items indicated in Section 4.3(a), the affirmative vote of such majority of the holders of the AMMA Shares required by and voted in accordance with applicable Law (in person or by proxy) on the proposed matters at the AMMA Stockholders' Meeting is the only vote of the holders of any class or series of AMMA Capital Stock necessary to approve such AMMA Stockholder Matters (the "Required AMMA Stockholder Vote").

3.3 Non-Contravention; Consents.

(a) The execution and delivery of this Agreement by AMMA does not, and the performance of this Agreement by AMMA, subject to obtaining the Required AMMA Stockholder Vote, will not, (i) conflict with or violate the organizational documents of AMMA or any AMMA Subsidiary; (ii) subject to compliance with the requirements set forth in Section 3.3(b) below, conflict with or violate any Legal Requirement applicable to AMMA or the AMMA Subsidiaries or by which it or any of their respective properties is bound or affected, except for any such conflicts or violations that would not constitute a AMMA Material Adverse Effect; or (iii) except as listed on Section 3.3(a) of the AMMA Disclosure Schedule, require AMMA or any AMMA Subsidiary to make any filing with or give any notice to a Person or make any payment, or obtain any Consent from a Person, or result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair AMMA's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancelation of, or result in the creation of an Encumbrance on any of the properties or assets of AMMA or any AMMA Subsidiary pursuant to, any AMMA Material Contract.

(b) No material Consent, order of, or registration, declaration or filing with any Governmental Body is required by or with respect to AMMA or any AMMA Subsidiary in connection with the execution and delivery of this Agreement or the consummation of the Contemplated Transactions, except for (i) such Consents, orders, registrations, declarations and filings as may be required under applicable federal and state securities laws or the rules of NASDAQ, and (ii) any filings and registrations as may be required under applicable federal and state securities laws.

3.4 Capitalization.

(a) The authorized capital stock of AMMA as of the date of this Agreement consists of: (i) 45,000,000 AMMA Shares, of which 14,862,974 AMMA Shares are issued and outstanding as of the date of this Agreement. AMMA does not hold any of its capital stock in treasury. All of the outstanding AMMA Shares have been duly authorized and validly issued, and are fully paid and nonassessable.

(b) Except for the AMMA 2016 Equity Incentive Plan (the "2016 Plan"), AMMA does not have any stock option plan or any other plan, program, agreement or arrangement providing for any equity-based compensation for any Person. AMMA has reserved 2,000,000 AMMA Shares for issuance under the 2016 Plan. As of the date of this Agreement, of such reserved AMMA Shares, (i) no AMMA Shares have been issued pursuant to the exercise of outstanding options and options to purchase 1,216,072 AMMA Shares have been granted and are currently outstanding (including such options that are subject to the approval of the AMMA Stockholders), and (ii) 508,928 AMMA Shares remain available for future issuance pursuant to the 2016 Plan. Section 3.4(b) of the AMMA Disclosure Schedule sets forth the following information with respect to each AMMA Option outstanding, as of the date of this Agreement: (1) the name of the optionee, (2) whether the holder is or was at any point during the life of the AMMA Option an AMMA Employee or any of AMMA Subsidiary, and whether such holder is no longer a service provider to any of AMMA or any of AMMA Subsidiary, (3) the number of AMMA Shares subject to such AMMA Option as of the date of this Agreement, (4) the exercise price of such AMMA Option, (5) the date on which such AMMA Option was granted, (6) the date on which such AMMA Option expires, and (7) the vesting schedule applicable to such AMMA Option, including the extent vested to date and whether by its terms the vesting of such AMMA Option would be accelerated by the Contemplated Transactions.

(c) Except as set forth in the AMMA SEC Documents or on Section 3.4(c) of the AMMA Disclosure Schedule, there is no: (i) outstanding subscription, option, call, warrant or right (whether or not currently exercisable) to acquire any shares of the capital stock or other securities of AMMA or any AMMA Subsidiary; (ii) outstanding security, instrument or obligation that is or may become convertible into or exchangeable for any shares of the capital stock or other securities of AMMA or any AMMA Subsidiary; (iii) shareholder rights plan (or similar plan commonly referred to as a "poison pill") or Contract under which AMMA or any AMMA Subsidiary is or may become obligated to sell or otherwise issue any shares of its capital stock or any other securities; or (iv) condition or circumstance that may give rise to or provide a basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive any shares of capital stock or other securities of AMMA or any AMMA Subsidiary. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, restricted stock units, equity-based awards or other similar rights with respect to AMMA or any AMMA Subsidiary.

(d) Except as set forth in Section 3.4(d) of the AMMA Disclosure Schedule, (i) none of the outstanding AMMA Shares are entitled or subject to any preemptive right, right of repurchase or forfeiture, right of participation, right of maintenance or any similar right; (ii) none of the outstanding AMMA Shares are subject to any right of first refusal in favor of AMMA; (iii) there are no outstanding bonds, debentures, notes or other indebtedness of AMMA or any AMMA Subsidiary having a right to vote on any matters on which the AMMA Stockholders have a right to vote; (iv) there is no AMMA Contract to which AMMA or any AMMA Subsidiary is a party relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or from granting any option or similar right with respect to), any AMMA Shares or capital stock of any AMMA Subsidiary. Neither AMMA nor any AMMA Subsidiary are under any obligation, nor is bound by any Contract pursuant to which it may become obligated, to repurchase, redeem or otherwise acquire any outstanding AMMA Shares, capital stock of an of the AMMA Subsidiaries or other securities.

(e) All outstanding AMMA Shares, as well as all AMMA Options, have been issued and granted, as applicable, in material compliance with all applicable securities laws and other applicable Legal Requirements.

3.5 SEC Filings; Financial Statements.

(a) All of AMMA's registration statements, proxy statements, Certifications (as defined below) and other statements, reports, schedules, forms and other documents filed by AMMA with the SEC since AMMA's initial public offering (the "AMMA SEC Documents") can be obtained on the SEC's website at www.sec.gov. All statements, reports, schedules, forms and other documents required to have been filed by AMMA with the SEC have been so filed on a timely basis or within permissible extension periods. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the AMMA SEC Documents complied in all material respects with the applicable requirements of the Securities Act or the Exchange Act (as the case may be) and, as of the time they were filed, none of the AMMA SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Since AMMA's inception, the certifications and statements required by (A) Rule 13a-14 or 15d-14 promulgated under the Exchange Act and (B) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act) relating to the AMMA SEC Documents (collectively, the " Certifications") were accurate and complete and complied as to form and content with all applicable Legal Requirements as of the date they were filed and no current or former principal executive officer or principal financial officer of AMMA has failed to make the Certifications required of him or her. As used in this Article 3, the term "file" and variations thereof shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC. AMMA has made available to SCWorx true and complete copies of all correspondence, other than transmittal correspondence, between the SEC, on the one hand, and AMMA, on the other, since AMMA's inception, including all SEC comment letter and responses to such comment letters and responses to such comment letters by or on behalf of AMMA other than such documents that can be obtained on the SEC's website at www.sec.gov. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC or NASDAQ with respect to AMMA SEC Documents. To the Knowledge of AMMA, none of AMMA SEC Documents are the subject of ongoing SEC review and there are no inquiries or investigations by the SEC or any internal investigations pending or threatened, including with regards to any accounting practices of AMMA.

(b) The financial statements (including any related notes) contained or incorporated by reference in the AMMA SEC Documents: (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto; (ii) were prepared in accordance with GAAP (except as may be indicated in the notes to such financial statements, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments that are not reasonably expected to be material in amount) applied on a consistent basis unless otherwise noted therein throughout the periods indicated; and (iii) fairly present the consolidated financial position of AMMA and any AMMA Subsidiary as of the respective dates thereof and the results of operations and cash flows of AMMA for the periods covered thereby. Other than as expressly disclosed in the AMMA SEC Documents filed prior to the date hereof, there has been no material change in AMMA's accounting methods or principles that would be required to be disclosed in AMMA's financial statements in accordance with GAAP. The books of account and other financial records of AMMA and any AMMA Subsidiary are true and complete in all material respects.

(c) AMMA's auditor has at all times since its retention by AMMA been: (i) to the Knowledge of AMMA, a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act); (ii) to the Knowledge of AMMA, "independent" with respect to AMMA within the meaning of Regulation S-X under the Exchange Act; and (iii) to the Knowledge of AMMA, in compliance with subsections (g) through (l) of Section 10A of the Exchange Act and the rules and regulations promulgated by the SEC and the Public Company Accounting Oversight Board thereunder with respect to services provided to AMMA.

(d) Except as set forth in the AMMA SEC Documents, from its initial listing on the NASDAQ through the date hereof, AMMA has not received any correspondence from NASDAQ or the staff thereof relating to the delisting or maintenance of listing of the AMMA Shares on NASDAQ.

(e) Since AMMA's inception, there have been no formal internal investigations regarding financial reporting or accounting policies and practices discussed with, reviewed by or initiated at the direction of the chief executive officer or chief financial officer of AMMA, the AMMA Board of Directors or any committee thereof, other than ordinary course audits or reviews of accounting policies and practices or internal controls required by the Sarbanes-Oxley Act.

(f) AMMA is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act and, except as disclosed in Section 3.5(f) of the AMMA Disclosure Schedules, the applicable listing and governance rules and regulations of NASDAQ and the DGCL.

(g) AMMA maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that AMMA maintains records that in reasonable detail accurately and fairly reflect AMMA's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the AMMA Board of Directors, and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of AMMA's assets that could have a material effect on AMMA's financial statements. AMMA has evaluated the effectiveness of AMMA's internal control over financial reporting and, to the extent required by applicable Legal Requirements, presented in any applicable AMMA SEC Document that is a report on Form 10-K (or any amendment thereto) its conclusions about the effectiveness of the internal control over financial reporting as of the end of the period covered by such report or amendment based on such evaluation. AMMA has disclosed to AMMA's auditors and the audit committee of the AMMA Board of Directors (and made available to SCWorx a summary of the significant aspects of such disclosure) (A) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect AMMA's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in AMMA's internal control over financial reporting. Except as disclosed in the AMMA SEC Documents filed prior to the date hereof, AMMA has not identified any material weaknesses in the design or operation of AMMA's internal control over financial reporting. Since AMMA's inception, there have been no material changes in AMMA's internal control over financial reporting.

(h) AMMA's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by AMMA in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to AMMA's management as appropriate to allow timely decisions regarding required disclosure and to make the Certifications.

3.6 Absence of Changes. Except as set forth in Section 3.6 of the AMMA Disclosure Schedule, between June 30, 2018 and the date of this Agreement, each of AMMA and any AMMA Subsidiary have conducted its business in the Ordinary Course of Business and there has not been (a) any event that has had a AMMA Material Adverse Effect or (b) or any action, event or occurrence that would have required consent of SCWorx pursuant to Section 4.2(b) of this Agreement had such action, event or occurrence taken place after the execution and delivery of this Agreement.

3.7 Title to Assets. Except with respect to AMMA IP Rights, which are covered in Section 3.9, each of AMMA and any AMMA Subsidiary owns, and has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all tangible properties or assets and equipment used or held for use in its business or operations or purported to be owned by it, in each case, free and clear of any Encumbrances, except for: (i) any lien for current Taxes not yet due and payable or for Taxes that are being contested in good faith and for which adequate reserves have been made on the AMMA Unaudited Interim Balance Sheet; (ii) minor liens that have arisen in the Ordinary Course of Business and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of AMMA or any AMMA Subsidiary; and (iii) liens listed in Section 3.7 of the AMMA Disclosure Schedule.

3.8 Real Property; Leaseholds. Neither AMMA nor any AMMA Subsidiary currently owns or has ever owned any real property or any interest in real property, except for the leaseholds created under the real property leases (including any amendments thereto) identified in Section 3.8 of the AMMA Disclosure Schedule (the "AMMA Leases"), which are each in full force and effective, with no existing material default thereunder except as disclosed in Section 3.8 of the AMMA Disclosure Schedule.

3.9 Intellectual Property.

(a) AMMA, directly or through any of its Subsidiaries, owns, or has the right to use all AMMA IP Rights, except where any failure to own, or have the right to use, would not constitute a AMMA Material Adverse Effect. The foregoing representation and warranty is not intended to be a representation regarding the absence of infringement or misappropriation, which is addressed in Section 3.9(g) below.

(b) Section 3.9(b) of the AMMA Disclosure Schedule is an accurate, true and complete listing of (i) all patents within the AMMA Registered IP that are owned by AMMA and (ii) all other AMMA Registered IP.

(c) Section 3.9(c) of the AMMA Disclosure Schedule accurately identifies (i) all material AMMA IP Rights licensed to AMMA or any AMMA Subsidiary (other than (A) any non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software and (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of AMMA's or any AMMA Subsidiary's products or services, (B) any Intellectual Property licensed ancillary to the purchase or use of equipment, reagents or other materials, (C) non-disclosure agreements, materials transfer agreements and template agreements entered into in the Ordinary Course of Business and (D) agreements between AMMA and its employees and consultants); (ii) the corresponding AMMA Contracts pursuant to which such AMMA IP Rights are licensed to AMMA or any AMMA Subsidiary; (iii) whether the license or licenses granted to AMMA or any AMMA Subsidiary are exclusive or non-exclusive; and (iv) whether, to AMMA's Knowledge, any funding, facilities or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, such AMMA IP Rights.

(d) Section 3.9(d) of the AMMA Disclosure Schedule accurately identifies each AMMA Material Contract pursuant to which any Person (other than AMMA or any AMMA Subsidiary) has been granted any license or option to obtain a license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any AMMA IP Rights. AMMA is not bound by, and no AMMA IP Rights are subject to, any Contract containing any covenant or other contractual obligation that in any way limits or restricts the ability of AMMA or any AMMA Subsidiary to use, exploit, assert or enforce any AMMA IP Rights anywhere in the world, in each case as would materially limit the business of AMMA as currently conducted or planned to be conducted.

(e) Except as identified on Section 3.9(e) of the AMMA Disclosure Schedule, AMMA or one of its Subsidiaries solely owns all right, title, and interest to and in the AMMA Registered IP listed on (or required to be listed on) Section 3.9(b) of the AMMA Disclosure Schedule free and clear of any Encumbrances. Without limiting the generality of the foregoing:

(i) All documents and instruments necessary to register or apply for or renew registration of all AMMA Registered IP that is solely owned by AMMA or one of its Subsidiaries have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Body except for any such failure, individually or collectively, that would not constitute a AMMA Material Adverse Effect.

(ii) Each Person who is or was an employee or contractor of AMMA or any AMMA Subsidiary and who is or was involved in the creation or development of any AMMA IP Rights has signed a written agreement containing an assignment of such Intellectual Property to AMMA or such Subsidiary and confidentiality provisions protecting trade secrets and confidential information of AMMA and its Subsidiaries; provided, that any such agreement with a third party contractor for research, development or manufacturing services on behalf of AMMA or any AMMA Subsidiary may provide that such third party contractor reserves its rights in improvements to such third party contractor's Intellectual Property or generally applicable research, development or manufacturing technology, in either case that is not specific to any product or service of AMMA or any AMMA Subsidiary. To the Knowledge of AMMA and its Subsidiaries, no current or former shareholder, officer, director, employee or contractor of AMMA or any AMMA Subsidiary has any claim, right (whether or not currently exercisable), or interest to or in any AMMA IP Rights. To the Knowledge of AMMA and its Subsidiaries, no employee or contractor of AMMA or any or any of its Subsidiaries is (a) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for AMMA or such Subsidiary or (b) in breach of any Contract with any current or former employer or other Person concerning AMMA IP Rights or confidentiality provisions protecting trade secrets and confidential information comprising AMMA IP Rights.

(iii) To the Knowledge of AMMA, no funding, facilities or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, any AMMA IP Rights in which AMMA or any AMMA Subsidiary has an ownership interest.

(iv) AMMA and each of its Subsidiaries has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information that AMMA or such Subsidiary holds, or purports to hold, as a trade secret.

(v) Except as set forth on Section 3.9(e)(v) of the AMMA Disclosure Schedule, neither AMMA nor any AMMA Subsidiary has assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any AMMA IP Rights to any other Person.

(vi) To the Knowledge of AMMA and any AMMA Subsidiary, the AMMA IP Rights constitute all Intellectual Property necessary for AMMA and its Subsidiaries to conduct its business as currently conducted or planned to be conducted.

(f) The manufacture, marketing, license, sale or intended use of any product or service currently sold by AMMA or any AMMA Subsidiary (i) does not violate or constitute a breach of any license or agreement between AMMA or its Subsidiaries and any third party, and, (ii) to the Knowledge of AMMA and its Subsidiaries, does not infringe or misappropriate any Intellectual Property right of any third party. To the Knowledge of AMMA and its Subsidiaries, no third party is infringing upon or misappropriating, or violating any license or agreement with AMMA or its Subsidiaries relating to, any AMMA IP Rights. There is no current or, to the Knowledge of AMMA, pending challenge, claim or Legal Proceeding (including opposition, interference or other proceeding in any patent or other government office) contesting the validity, enforceability, ownership or right to use, sell, license or dispose of any AMMA IP Rights, nor has AMMA or any AMMA Subsidiary received any written notice asserting that the manufacture, marketing, license, sale or intended use of any product or service currently approved or sold or under preclinical or clinical development by AMMA or any AMMA Subsidiary infringes or misappropriates or will infringe or misappropriate the rights of any other Person.

(g) Each item of AMMA IP Rights that is AMMA Registered IP that is solely owned by AMMA or one of its Subsidiaries is and at all times has been filed and maintained in compliance with all applicable Legal Requirements and all filings, payments and other actions required to be made or taken to maintain such item of AMMA Registered IP in full force and effect have been made by the applicable deadline, except for any failure to perform any of the foregoing, individually or collectively, that would not constitute a AMMA Material Adverse Effect.

(h) No trademark (whether registered or unregistered) or trade name owned, used, or applied for by AMMA or any AMMA Subsidiary conflicts or interferes with any trademark (whether registered or unregistered) or trade name owned, used, or applied for by any other Person. None of the goodwill associated with or inherent in any trademark (whether registered or unregistered) in which AMMA or any AMMA Subsidiary has or purports to have an ownership interest has been impaired as determined by AMMA or any AMMA Subsidiary in accordance with GAAP.

(i) Except as set forth on Section 3.9(i) of the AMMA Disclosure Schedule, all databases, data compilations, and any collection deemed a database or regulated collection of data under applicable laws that are owned, controlled, held or used by AMMA and by any AMMA Subsidiary and that are required to be registered have been properly registered, and the data therein has been used by AMMA or any AMMA Subsidiary solely as permitted pursuant to such registrations.

(j) Except as set forth on Section 3.9(j) of the AMMA Disclosure Schedule, all amounts payable by AMMA and any AMMA Subsidiary to all Persons involved in the research, development, conception or reduction to practice of any AMMA IP Rights have been paid in full. All AMMA Employees, contractors and consultants who were or are engaged in the development or invention of any AMMA IP Rights have entered into written agreements with AMMA or with any AMMA Subsidiary by which they validly and irrevocably assigned to AMMA or its Subsidiaries all rights, title and interests in and to such AMMA IP Rights (or all such rights, title and interests vested in AMMA or its Subsidiaries as a matter of law), and, with respect to employees, have explicitly waived all rights to receive royalties or compensation in connection therewith and any applicable non-transferable rights, including moral rights.

3.10 Material Contracts.

(a) Section 3.10(a) of the AMMA Disclosure Schedule lists the following AMMA Contracts, in effect as of the date of this Agreement (each, a "AMMA Material Contract" and collectively, the "AMMA Material Contracts"):

(i) each AMMA Contract constituting a material bonus, deferred compensation, severance, change in control, retention, incentive compensation, pension, profit-sharing or retirement plans, or any other employee benefit plans or arrangements;

(ii) each AMMA Contract pursuant to its express terms relating to the employment of, or the performance of employment-related services by, any Person, including any employee, consultant or independent contractor, or Entity providing employment related, consulting or independent contractor services, other than any employment agreement, employment contract, offer letter, or similar arrangement that is terminable "at-will" without penalty, Liability or severance (statutory, contractual, or otherwise), or that can be terminated without penalty, Liability or premium upon notice of thirty (30) days less;

(iii) each AMMA Contract relating to any agreement or plan, including any stock option plan, stock appreciation right plan or stock purchase plan with any employee or other individual consultant, independent contractor or director, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions (either alone or in conjunction with any other event, such as termination of employment) or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(iv) each collective bargaining agreement or other agreement with any union (trade, labor, or otherwise) or similar employee representative or works council;

(v) each AMMA Contract relating to any agreement of indemnification or guaranty not entered into in the Ordinary Course of Business, where material indemnification is provided by AMMA or AMMA Subsidiary to a third party;

(vi) each AMMA Contract containing (A) any covenant limiting the freedom of AMMA, any AMMA Subsidiary to engage in any line of business or compete with any Person, (B) any most-favored pricing arrangement, (C) any exclusivity provision, or (D) any non-solicitation provision;

(vii) each AMMA Contract requiring capital expenditures and requiring payments after the date of this Agreement in excess of $50,000 pursuant to its express terms and not cancelable without penalty, other than purchase orders for the purchase of inventory in the Ordinary Course of Business;

(viii) each AMMA Contract relating to the disposition or acquisition of material assets or any ownership interest in any Entity, other than in the Ordinary Course of Business or listed on Section 3.9(c) or Section 3.9(d) of the AMMA Disclosure Schedule, or any ownership interest in any Entity;

(ix) each AMMA Contract relating to any mortgages, indentures, loans, notes or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $250,000 or creating any material Encumbrances with respect to any assets of AMMA or any AMMA Subsidiary or any loans or debt obligations with officers or directors of AMMA;

(x) each AMMA Contract relating to: (A) any distribution agreement (identifying any that contain exclusivity provisions); (B) any dealer, distributor, joint marketing, alliance, joint venture, cooperation, development or other agreement currently in force under which AMMA has continuing obligations to develop or market any product, technology or service, or any agreement pursuant to which AMMA has continuing obligations to develop any Intellectual Property that will not be owned, in whole or in part, by AMMA; or (C) any Contract to license any third party to manufacture or produce any product, service or technology of AMMA or any Contract to sell, distribute or commercialize any products or service of AMMA, except agreements in the Ordinary Course of Business;

(xi) each AMMA Contract with any Person, including any financial advisor, broker, finder, investment banker or other Person, providing advisory services to AMMA in connection with the Contemplated Transactions;

(xii) each AMMA IP Right Agreement other than (A) software license agreements for non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software or (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of AMMA's products or services, (B) agreements for the purchase or use of equipment, reagents or other materials that include licenses to Intellectual Property ancillary to such purchase or use, (C) non-disclosure agreements, materials transfer agreements and template agreements entered into in the Ordinary Course of Business, (D) agreements between AMMA and its employees and consultants and (E) than those that are otherwise immaterial;

(xiii) each AMMA Lease; or

(xiv) any other AMMA Contract that is not terminable at will (with no penalty or payment) by AMMA and (i) which involves payment or receipt by AMMA after the date of this Agreement under any such agreement, Contract or commitment of more than $50,000 in the aggregate, or (ii) that is material to the business or operations of AMMA.

(b) AMMA has delivered or made available to SCWorx accurate and complete copies of all AMMA Material Contracts, including all amendments thereto. There are no AMMA Material Contracts that are not in written form. Except as disclosed on Section 3.10(b) of the AMMA Disclosure Schedule, neither AMMA nor any AMMA Subsidiary has, nor to AMMA's Knowledge, as of the date of this Agreement has any other party to a AMMA Material Contract, breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any AMMA Material Contract in such manner as would permit any other party to cancel or terminate any such AMMA Material Contract, or would permit any other party to seek damages that constitutes a AMMA Material Adverse Effect. As of the date of this Agreement, each AMMA Material Contract is valid, binding, enforceable and in full force and effect, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.11 Undisclosed Liabilities. As of the date of this Agreement, neither AMMA nor any AMMA Subsidiary has any material Liability, except for: (a) Liabilities identified as such in the AMMA Unaudited Interim Balance Sheet; (b) normal and recurring current Liabilities that have been incurred by AMMA since the date of the AMMA Unaudited Interim Balance Sheet in the Ordinary Course of Business; (c) Liabilities for performance in the Ordinary Course of Business of obligations of AMMA or any AMMA Subsidiary under AMMA Contracts, including the reasonably expected performance of such AMMA Contracts in accordance with their terms (which would not include, for example, any instances of breach or indemnification); (d) Liabilities described in Section 3.11 of the AMMA Disclosure Schedule; and (e) Liabilities incurred in connection with the Contemplated Transactions.

3.12 Compliance; Permits; Restrictions.

(a) AMMA is, and since inception, each of AMMA and its Subsidiaries has been in compliance with all applicable Legal Requirements except for any non-compliance that would not constitute a AMMA Material Adverse Effect. No investigation, claim, suit, proceeding, audit or other action by any Governmental Body or authority is pending or, to the Knowledge of AMMA, threatened against AMMA or any AMMA Subsidiary. There is no Contract, judgment, injunction, order or decree binding upon AMMA or any AMMA Subsidiary which (i) has or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of AMMA or any AMMA Subsidiary, any acquisition of material property by AMMA or any AMMA Subsidiary or the conduct of business by AMMA or any AMMA Subsidiary as currently conducted, (ii) would reasonably be expected to have an adverse effect on AMMA's ability to comply with or perform any covenant or obligation under this Agreement or (iii) would reasonably be expected to have the effect of preventing, delaying, making illegal or otherwise interfering with the Exchange or any of the Contemplated Transactions.

(b) AMMA and the AMMA Subsidiaries hold all required Governmental Authorizations that are material to the operation of the business of AMMA (collectively, the "AMMA Permits") as currently conducted. Section 3.12(b) of the AMMA Disclosure Schedule identifies any such AMMA Permit. As of the date of this Agreement, AMMA is in material compliance with the terms of the AMMA Permits. No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending or, to the Knowledge of AMMA, threatened, which seeks to revoke, limit, suspend, or materially modify any AMMA Permit.

3.13 Tax Matters.

(a) AMMA and each AMMA Subsidiary has timely filed all income Tax Returns and other material Tax Returns that they were required to file under applicable Legal Requirements. All such Tax Returns were correct and complete in all material respects and have been prepared in material compliance with all applicable Legal Requirements. Neither AMMA nor any AMMA Subsidiary is currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where AMMA or any AMMA Subsidiary do not file Tax Returns that such company is subject to taxation by that jurisdiction.

(b) All material Taxes due and owing by AMMA or any AMMA Subsidiary on or before the date hereof (whether or not shown on any Tax Return) have been paid. The unpaid Taxes of AMMA and the AMMA Subsidiaries through the date of the AMMA Unaudited Interim Balance Sheet have been reserved for on the AMMA Unaudited Interim Balance Sheet. Since the date of the AMMA Unaudited Interim Balance Sheet, AMMA and the AMMA Subsidiaries have not incurred any Liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice.

(c) AMMA and each AMMA Subsidiary has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(d) There are no Encumbrances for Taxes (other than Taxes not yet due and payable or Taxes that are being contested in good faith and for which adequate reserves have been made on the AMMA Unaudited Interim Balance Sheet) upon any of the assets of AMMA or any AMMA Subsidiary.

(e) No material deficiencies for Taxes with respect to AMMA or any AMMA Subsidiary have been claimed, proposed or assessed by any Governmental Body in writing. There are no pending (or, based on written notice, threatened) audits, assessments or other actions for or relating to any Liability in respect of Taxes of AMMA or any AMMA Subsidiary. No issues relating to Taxes of AMMA or any AMMA Subsidiary were raised by the relevant Tax authority in any completed audit or examination that would reasonably be expected to result in a material amount of Taxes in a later taxable period. Neither AMMA nor any AMMA Subsidiary has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, nor has any request been made in writing for any such extension or waiver.

(f) Neither AMMA nor any AMMA Subsidiary (i) has agreed, or is required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise; nor (ii) has elected at any time to be treated as an S corporation within the meaning of Sections 1361 or 1362 of the Code.

(g) Neither AMMA nor any AMMA Subsidiary has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(h) Neither AMMA nor any AMMA Subsidiary is a party to any Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers and landlords, the primary purpose of which does not relate to Taxes.

(i) Neither AMMA nor any AMMA Subsidiary has ever been a member of an affiliated group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which is AMMA) for federal, state, local or foreign Tax purposes. Neither AMMA nor any AMMA Subsidiary has any Liability for the Taxes of any Person (other than AMMA) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, or otherwise by operation of applicable Legal Requirements.

(j) Neither AMMA nor any AMMA Subsidiary has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code.

(k) Neither AMMA nor any AMMA Subsidiary is a partner for Tax purposes with respect to any joint venture, partnership, or, to the Knowledge of AMMA, other arrangement or Contract which is treated as a partnership for Tax purposes.

(l) Neither AMMA nor any AMMA Subsidiary will be required to include any item of income in, or exclude any item of deduction from, taxable income for any period (or any portion thereof) beginning after the Closing Date as a result of any (i) installment sale or other open transaction disposition made on or prior to Closing, (ii) agreement with any Tax authority (including any closing agreement described in Section 7121 of the Code or any similar provision of state, local or foreign law) made or entered into on or prior to Closing, (iii) prepaid amount received outside the Ordinary Course of Business on or prior to Closing, (iv) election under Section 108(i) of the Code made on or prior to Closing, or (v) use of an improper method of accounting on or prior to Closing.

(m) Neither AMMA nor any AMMA Subsidiary has entered into any transaction identified as a "listed transaction" for purposes of Treasury Regulations Sections 1.6011-4(b)(2) or 301.6111-2(b)(2).

(n) Neither AMMA nor any AMMA Subsidiary has taken any action, or has any Knowledge of any fact or circumstance (including, for the avoidance of doubt, any actions that may be otherwise permitted pursuant to Section 4.6), that would reasonably be expected to prevent the Exchange from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(o) AMMA has made available to SCWorx for inspection at SCWorx's office (i) complete and correct copies of all income and other material Tax Returns of AMMA or any AMMA Subsidiary filed with respect to taxable periods ended on or after December 31, 2015, and (ii) complete and correct copies of all private letter rulings, examination reports, revenue agent reports, material information document requests, notices of proposed deficiencies, deficiency notices, protests, petitions, closing agreements, settlement agreements, pending ruling requests, gain recognition agreements and any similar documents, submitted by, received by or agreed to by or on behalf of AMMA or any AMMA Subsidiary, in each case relating to Taxes for all taxable periods for which the statute of limitations has not yet expired.

(p) AMMA and each AMMA Subsidiary has disclosed on its income Tax Returns all positions that could give rise to the imposition on it of a substantial understatement penalty under Section 6662 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law).

(q) All related party transactions involving AMMA and any AMMA Subsidiary have been conducted at arm's length in compliance with Code Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other state, local and non-U.S. Tax Law.

(r) Neither AMMA nor any AMMA Subsidiary (i) has been required to make a basis reduction pursuant to former Treasury Regulation Section 1.1502-20(b) or Treasury Regulation Section 1.337(d)-2(b); (ii) is or has been required to redetermine or reduce basis pursuant to Treasury Regulation Section 1.1502-36(b) or (c) has been required to reduce any attributes under Treasury Regulation Section 1.1502-36(d); and (iii) has incurred (or been allocated) any dual consolidated loss within the meaning of Section 1503 of the Code.

(s) Except as set forth on Section 3.13(s) to the AMMA Disclosure Schedule, neither AMMA nor any AMMA Subsidiary is subject to Tax in any jurisdiction outside the jurisdiction of its organization by virtue of (i) having a permanent establishment (within the meaning of an applicable Tax treaty) or other place of business or (ii) otherwise having a taxable presence in that jurisdiction.

(t) Neither AMMA nor any AMMA Subsidiary is a shareholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of state, local or foreign law) or a shareholder in a "passive foreign investment company" within the meaning of Section 1297 of the Code.

(u) Nothing in this Section 3.13 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, Tax credits, Tax basis or other Tax asset or attribute of AMMA or any AMMA Subsidiary in any taxable period (or portion thereof) beginning after the Closing Date, or (ii) except with respect to the Tax Treatment (as defined in Section 5.12 hereof), any Tax position that AMMA or its Affiliates may take in respect of any taxable period (or portion thereof) beginning after the Closing Date.

3.14 Employee and Labor Matters; Benefit Plans.

(a) Section 3.14(a) of the AMMA Disclosure Schedule contains a list of all of AMMA and AMMA's Subsidiaries' current employees as of the date of this Agreement (the "AMMA Employees"), and correctly reflects: (i) their name and dates of hire; (ii) their position, full-time or part-time status, including each AMMA Employee's classification as either exempt or non-exempt from the overtime requirements under any applicable law; (iii) their monthly base salary or hourly wage rate, as applicable; (iv) any other compensation payable to them including housing allowances, compensation payable pursuant to bonus (for the current fiscal year and the most recently completed fiscal year), deferred compensation or commission arrangements, overtime payment, vacation entitlement and accrued vacation or paid time-off balance, travel pay or car maintenance or car entitlement, sick leave entitlement and accrual, recuperation pay entitlement and accrual, entitlement to pension arrangement and/or any other provident fund (including manager's insurance and education fund), their respective contribution rates and the salary basis for such contributions; (v) the city/country of employment, citizenship, manager's name and work location, date of birth, any material special circumstances (including pregnancy, disability or military service), and (vi) any promises or commitments made to any of the AMMA Employees, whether in writing or not, with respect to any future changes or additions to their compensation or benefits listed in Section 3.14(a) of the AMMA Disclosure Schedule. Other than as listed in Section 3.14(a) of the AMMA Disclosure Schedule, (i) there are no other employees employed by the AMMA or by any AMMA Subsidiary, and (ii) all current and former employees of AMMA and the AMMA Subsidiaries have signed an employment agreement substantially in the form delivered or made available to SCWorx. Other than their base salary, the AMMA Employees are not entitled to any payment or benefit that may be reclassified as part of their determining salary for all intent and purposes, including for the social contributions. Details of any Person who has accepted an offer of employment made by AMMA or any AMMA Subsidiary but whose employment has not yet started are contained in Section 3.15(a) of the AMMA Disclosure Schedule.

(b) Section 3.14(b) of the AMMA Disclosure Schedule contains a list of all of AMMA and AMMA's Subsidiaries' current independent contractors and consultants and, for each, such individual's compensation and benefits, the initial date of such individual's engagement, the term of the engagement, period of notice entitlement prior to termination notice entitlement.

(c) Section 3.14(c) of the AMMA Disclosure Schedule lists, as of the date of this Agreement, all written, and describes all non-written, employee benefit plans (as defined in Section 3(3) of ERISA) and all bonus, equity-based, retention, incentive, deferred compensation, retirement or supplemental retirement, profit sharing, severance, change in control, golden parachute, disability, life or accident insurance, paid time off, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs, fringe or employee benefit, and all other compensation, plans, programs, agreements or arrangements, including but not limited to any employment, consulting, independent contractor, severance or executive compensation agreements or arrangements (other than regular salary or wages), written or otherwise, which are currently in effect relating to any present or former employee, independent contractor or director of AMMA or any AMMA Affiliate (collectively, " AMMA Service Providers"), or which is maintained by, administered or contributed to by, or required to be contributed to by, AMMA or any AMMA Affiliate, or under which AMMA or any AMMA Affiliate has any current or may incur any future Liability (each, an "AMMA Employee Plan") (other than offer letters with non-officer employees which are materially consistent with forms delivered or made available by the AMMA prior to the execution of this Agreement; equity grant notices, and related documentation, with respect to AMMA Employees; and agreements with consultants entered into in the Ordinary Course of Business and which are materially consistent with forms delivered or made available by AMMA prior to the execution of this Agreement).

(d) With respect to each AMMA Employee Plan, AMMA has made available to SCWorx a true and complete copy of, to the extent applicable: (i) such AMMA Employee Plan, including any amendments thereto; (ii) the three (3) most recent annual reports (Form 5500) as filed with the United States Department of Labor, including any financial statements and actuarial reports; (iii) each currently effective trust agreement related to such AMMA Employee Plan; (iv) the most recent summary plan description, with any summary or material modifications, prospectus or other summary for each AMMA Employee Plan; (v) the most recent United States Internal Revenue Service determination or opinion letter with respect to any AMMA Employee Plan; (vi) all material notices, letters or other correspondence to or from any Governmental Body or agency thereof within the last three (3) years; (vii) all non-discrimination and compliance tests for the most recent three (3) plan years; and (viii) all material written agreements and Contracts currently in effect, including (without limitation) administrative service agreements, group annuity contracts, and group insurance contracts.

(e) Each AMMA Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or may rely on a favorable opinion letter with respect to such qualified status from the United States Internal Revenue Service. To the Knowledge of AMMA, nothing has occurred that would reasonably be expected to adversely affect the qualified status of any such AMMA Employee Plan or the exempt status of any related trust.

(f) Each AMMA Employee Plan has been operated and maintained in compliance in all material respects, with its terms and, both as to form and operations, with all applicable Legal Requirements, including the Code and ERISA. Neither AMMA nor any AMMA Affiliate is subject to any Liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA with respect to any of the AMMA Employee Plans. All contributions required to be made by AMMA, any of its Subsidiaries or any AMMA Affiliate to any AMMA Employee Plan have been made on or before their due dates (and no further contributions will be due or will have accrued thereunder as of the Closing Date, other than contributions accrued in the Ordinary Course of Business consistent with past practice).

(g) Neither AMMA, nor any AMMA Affiliate has engaged in any transaction in violation of Sections 404 or 406 of ERISA or any "prohibited transaction," as defined in Section 4975(c)(1) of the Code, for which no exemption exists under Section 408 of ERISA or Section 4975(c)(2) or (d) of the Code, or has otherwise violated the provisions of Part 4 of Title I, Subtitle B of ERISA. Neither AMMA, nor any AMMA Affiliate has knowingly participated in a violation of Part 4 of Title I, Subtitle B of ERISA by any plan fiduciary of any AMMA Employee Plan subject to ERISA and neither AMMA nor any AMMA Affiliate has been assessed any civil penalty under Section 502(l) of ERISA.

(h) No suit, administrative proceeding, action or other litigation has been initiated against, or to the Knowledge of AMMA, is threatened, against or with respect to any AMMA Employee Plan, including any audit or inquiry by the United States Internal Revenue Service, United States Department of Labor or other Governmental Body.

(i) No AMMA Employee Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and neither AMMA, nor any AMMA Affiliate has ever maintained, contributed to or partially or completely withdrawn from, or incurred any obligation or Liability with respect to, any such plan. No AMMA Employee Plan is a Multiemployer Plan, and neither AMMA, nor any AMMA Affiliate has ever contributed to or had an obligation to contribute, or incurred any Liability in respect of a contribution, to any Multiemployer Plan. No AMMA Employee Plan is a Multiple Employer Plan.

(j) No AMMA Employee Plan provides for medical, welfare, retirement or death benefits beyond termination of service or retirement, other than (i) pursuant to COBRA or an analogous state law requirement or (ii) death or retirement benefits under a AMMA Employee Plan qualified under Section 401(a) of the Code. Except as provided in Section 3.15(j) of the AMMA Disclosure Schedule and identified as a self-funded plan, neither AMMA nor any AMMA Affiliate sponsors or maintains any self-funded employee welfare benefit plan.

(k) To the Knowledge of AMMA, no payment pursuant to any AMMA Employee Plan or other arrangement to any "service provider" (as such term is defined in Section 409A of the Code and the regulations and guidance thereunder) from AMMA or any AMMA Subsidiary, including the grant, vesting or exercise of any stock option, would subject any Person to Tax pursuant to Section 409A of the Code, whether pursuant to the Contemplated Transactions or otherwise.

(l) Each AMMA Option grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of AMMA and disclosed in AMMA filings with the Securities and Exchange Commission in accordance with the Exchange Act and all other applicable Legal Requirements. AMMA has not knowingly granted, and there is no and has been no policy or practice of AMMA of granting, AMMA Options prior to, or otherwise coordinating the grant of AMMA Options with, the release or other public announcement of material information regarding AMMA or its results of operations or prospects.

(m) No AMMA Options are subject to the requirements of Section 409A of the Code. Each "nonqualified deferred compensation plan" (as such term is defined under Section 409A(d)(1) of the Code and the regulations and guidance thereunder) maintained by or under which AMMA or any of AMMA Subsidiary makes, is obligated to make or promises to make, payments (each, an "AMMA 409A Plan") complies in all material respects, in both form and operation, with the requirements of Section 409A of the Code and the regulations and guidance thereunder. No payment to be made under any AMMA 409A Plan is, or to the Knowledge of AMMA will be, subject to the penalties of Section 409A(a)(1) of the Code.

(n) AMMA and the AMMA Subsidiaries are in material compliance with all applicable foreign, federal, state and local laws, rules, regulations, orders, rulings, judgments, decrees or arbitration awards respecting employment, employment practices, terms and conditions of employment, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration status, employee safety and health, wages (including overtime wages), compensation, hours of work, labor relations, leave of absence requirements, occupational health and safety, privacy, harassment, retaliation, immigration and wrongful discharge and in each case, with respect to employees: (i) has withheld and reported all amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty of any material amount for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Body, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice). There are no actions, suits, claims or administrative matters pending, or to the Knowledge of AMMA, threatened or reasonably anticipated against AMMA relating to any employee, employment agreement, independent contractor, independent contractor agreement or AMMA Employee Plan. There are no pending or, to the Knowledge of AMMA, threatened or reasonably anticipated claims or actions against AMMA or any trustee of AMMA under any worker's compensation policy or long term disability policy. AMMA is not a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or Governmental Body with respect to employment practices. AMMA has good labor relations.

(o) No current or former consultant or independent contractor of AMMA or any AMMA Subsidiary would reasonably be deemed to be a misclassified employee. Except as set forth on Section 3.14(o) of the AMMA Disclosure Schedule, no independent contractor is eligible to participate in any AMMA Employee Plan. Neither AMMA nor any AMMA Subsidiary has material Liability with respect to any misclassification of: (A) any Person as an independent contractor rather than as an employee, (B) any employee leased from another employer, or (C) any employee currently or formerly classified as exempt from overtime wages.

(p) Neither AMMA nor any AMMA Subsidiary has taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local law, or incurred any Liability or obligation under WARN or any similar state or local law that remains unsatisfied. No terminations of employees of AMMA prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local law.

(q) No employee of AMMA or any AMMA Subsidiary is covered by an effective or pending collective bargaining agreement or similar labor agreement, and there has never been any threat of, any strike, slowdown, work stoppage, lockout, job action, union organizing activity, or any similar activity or dispute, affecting AMMA or any AMMA Subsidiary. No event has occurred, and no condition or circumstance exists, that might directly or indirectly be likely to give rise to or provide a basis for the commencement of any such strike, slowdown, work stoppage, lockout, job action, union organizing activity, question concerning representation or any similar activity or dispute. No union or other collective bargaining unit has been certified or recognized by AMMA or any AMMA Subsidiary as representing any of its employees.

(r) AMMA is not, and neither AMMA nor any AMMA Subsidiary, has been, engaged in any unfair labor practice within the meaning of the National Labor Relations Act. There is no Legal Proceeding, claim, labor dispute or grievance pending or, to the Knowledge of AMMA, threatened or reasonably anticipated relating to any employment contract, privacy right, labor dispute, wages and hours, leave of absence, plant closing notification, workers' compensation policy, long term disability policy, harassment, retaliation, immigration, employment statute or regulation, safety or discrimination matter involving any AMMA Associate, including charges of unfair labor practices or discrimination complaints.

(s) There is no Contract or arrangement to which AMMA or any AMMA Subsidiary is a party or by which it is bound to compensate any of its current or former employees, independent contractors or directors for additional income or excise Taxes paid pursuant to Sections 409A or 4999 of the Code.

(t) Neither AMMA nor any AMMA Affiliate is a party to any Contract that has resulted or would reasonably be expected to result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code or (ii) any amount the deduction for which would be disallowed under Section 162(m) of the Code.

(u) Except as set forth in Section 3.14(u) of the AMMA Disclosure Schedule, none of the execution and delivery of this Agreement, or the consummation of the Contemplated Transactions or any termination of employment or service or any other event in connection therewith or subsequent thereto will, individually or together or with the occurrence of some other event, (i) result in any payment (including severance, golden parachute, bonus or otherwise) becoming due to any employee, independent contractor or director of AMMA, (ii) materially increase or otherwise enhance any benefits otherwise payable by AMMA, (iii) result in the acceleration of the time of payment or vesting of any such benefits, except as required under Section 411(d)(3) of the Code, (iv) increase the amount of compensation due to any Person by AMMA or (v) result in the forgiveness in whole or in part of any outstanding loans made by AMMA to any Person. Each item set forth in Section 3.14(u) of the AMMA Disclosure Schedule has been duly and properly approved in accordance with any requirements under applicable law.

(v) Except as noted on Section 3.14(v) of the AMMA Disclosure Schedule, all individuals employed by AMMA and its Subsidiaries are employed at-will and AMMA and its Subsidiaries have no employment or other agreements that contain any severance, change in control, termination pay liabilities, or advance notice requirements, and all agreements with independent contractors or consultants may be terminated by AMMA without penalty or Liability with thirty (30) days or less notice.

(w) AMMA and its Subsidiaries have paid all wages, bonuses, commissions, severance, and other benefits and sums due (and all required Taxes, insurance, social security and withholding thereon), including all accrued vacation, accrued sick leave, accrued benefits and accrued payments to its employees and former employees and individuals performing services as independent contractors or consultants, other than accrued amounts representing wages, bonuses, or commission entitlements due for the current pay period or for the reimbursement of legitimate expenses.

3.15 Environmental Matters. AMMA and each AMMA Subsidiary is in compliance with all applicable Environmental Laws, which compliance includes the possession by AMMA of all permits and other Governmental Authorizations required under applicable Environmental Laws and compliance with the terms and conditions thereof other than any failure to be in compliance or possess any such permits and authorized that is not a AMMA Material Adverse Effect. Neither AMMA nor any AMMA Subsidiary has received since inception any written notice or other communication (in writing or otherwise), whether from a Governmental Body, citizens group, employee or otherwise, that alleges that AMMA or any AMMA Subsidiary is not in compliance with any Environmental Law, and, to the Knowledge of AMMA, there are no circumstances that may prevent or interfere with AMMA's compliance with any Environmental Law in the future. To the Knowledge of AMMA: (a) no current or prior owner of any property leased or controlled by AMMA or any AMMA Subsidiary has received since AMMA's inception, any written notice or other communication relating to property owned or leased at any time by AMMA, whether from a Governmental Body, citizens group, employee or otherwise, that alleges that such current or prior owner or AMMA or any AMMA Subsidiary is not in compliance with or has violated any Environmental Law relating to such property and (b) neither AMMA nor any AMMA Subsidiary has any material Liability under any Environmental Law.

3.16 Insurance.

(a) AMMA has made available to SCWorx accurate and complete copies of all material insurance policies and all material self-insurance programs and arrangements relating to the business, assets, liabilities and operations of AMMA and each AMMA Subsidiary, as of the date of this Agreement. Each of such insurance policies is in full force and effect and AMMA and each AMMA Subsidiary is in compliance with the terms thereof. Except for a notice of cancellation due to non-payment of a premium, which premium has since been paid, as of the date of this Agreement, other than customary end of policy notifications from insurance carriers, since January 1, 2018, neither AMMA nor any AMMA Subsidiary has received any notice or other communication regarding any actual or possible: (a) cancelation or invalidation of any insurance policy; (b) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy; or (c) material adjustment in the amount of the premiums payable with respect to any insurance policy. There is no pending workers' compensation or other claim under or based upon any insurance policy of AMMA or any AMMA Subsidiary. AMMA and each AMMA Subsidiary have provided timely written notice to the appropriate insurance carrier(s) of each Legal Proceeding pending or threatened in writing against AMMA or any AMMA Subsidiary, and no such carrier has issued a denial of coverage or a reservation of rights with respect to any such Legal Proceeding, or informed AMMA or any AMMA Subsidiary of its intent to do so.

(b) AMMA has delivered to SCWorx accurate and complete copies of the existing policies (primary and excess) of directors' and officers' liability insurance maintained by AMMA and each AMMA Subsidiary as of the date of this Agreement (the "Existing AMMA D&O Policies"). Section 3.16(b) of the AMMA Disclosure Schedule accurately sets forth, as of the date of this Agreement, the most recent annual premiums paid by AMMA and each AMMA Subsidiary with respect to the Existing AMMA D&O Policies. All premiums for the Existing AMMA D&O Policies have been paid.

3.17 Legal Proceedings; Orders.

(a) Except as set forth in Section 3.17 to the AMMA Disclosure Schedule, there is no pending Legal Proceeding, and, to the Knowledge of AMMA, no Person has threatened in writing to commence any Legal Proceeding: (i) that involves AMMA or any of the AMMA Subsidiary, or to the Knowledge of AMMA, any director or officer of AMMA (in his or her capacity as such) or any of the material assets owned or used by AMMA or any AMMA Subsidiary; or (ii) that challenges, or that would reasonably be expected to have the effect of preventing, delaying, making illegal or otherwise interfering with, the Contemplated Transactions. To the Knowledge of AMMA, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as a basis for the commencement of any such Legal Proceeding.

(b) There is no order, writ, injunction, judgment or decree to which AMMA or any AMMA Subsidiary, or any of the material assets owned or used by AMMA or any AMMA Subsidiary, is subject. To the Knowledge of AMMA, no officer of AMMA or any AMMA Subsidiary is subject to any order, writ, injunction, judgment or decree that prohibits such officer from engaging in or continuing any conduct, activity or practice relating to the business of AMMA or any AMMA Subsidiary or to any material assets owned or used by AMMA or any AMMA Subsidiary.

3.18 Anti-Corruption. Neither AMMA or any AMMA Subsidiary has, and none of any of AMMA's directors, managers or employees or, to the Knowledge of AMMA, any of its agents, Representatives, sales intermediaries, or any other third party, in each case, acting on behalf of AMMA or in connection with the business of AMMA, has in the last five (5) years or any applicable statute of limitations period if longer than five (5) years, (i) directly or indirectly offered, promised, authorized, provided, solicited, or accepted any corrupt or improper payment (such as a bribe or kickback) or benefit (such as an excessive gift, hospitality, favor, or advantage) to or from any Person in exchange for business, a license or permit, a favorable inspection or other decision, or any other financial or other advantage or purpose, or (ii) otherwise violated any Anti-Corruption/AML Laws.

3.19 Inapplicability of Anti-takeover Statutes. The AMMA Board of Directors has taken and will take all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are, and will be, inapplicable to the execution, delivery and performance of this Agreement and to the consummation of Contemplated Transactions. No other state takeover statute or similar Legal Requirement applies or purports to apply to the Exchange, this Agreement or any of the other Contemplated Transactions.

3.20 No Financial Advisor. Except as set forth on Section 3.20 of the AMMA Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage fee, finder's fee, opinion fee, success fee, transaction fee or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of AMMA or any AMMA Subsidiary.

3.21 Bank Accounts; Deposits.

(a) Section 3.21 of the AMMA Disclosure Schedule provides accurate information with respect to each account maintained by or for the benefit of AMMA or any AMMA Subsidiary at any bank or other financial institution, including the name of the bank or financial institution, the account number, the balance as of July 30, 2018 and the names of all individuals authorized to draw on or make withdrawals from such accounts.

(b) All existing accounts receivables of AMMA and any AMMA Subsidiary (including those accounts receivable reflected on the AMMA unaudited financial statements unaudited financial statements that have not yet been collected and those accounts receivable that have arisen since the date of the AMMA unaudited financial statements and have not yet been collected) represent valid obligations of customers of AMMA arising from bona fide transactions entered into in the Ordinary Course of Business. All deposits of AMMA and any AMMA Subsidiary (including those set forth on the AMMA unaudited financial statements) are fully refundable to AMMA.

3.22 Transactions with Affiliates. Except as set forth in the AMMA SEC Documents filed prior to the date of this Agreement, since the date of AMMA's annual report on Form 10-K for the fiscal year ended December 31, 2017 with the SEC, no event has occurred that would be required to be reported by AMMA pursuant to Item 13 of Form 10-K promulgated by the SEC. Section 3.23 of the AMMA Disclosure Schedule identifies each Person who is (or who may be deemed to be) an Affiliate of AMMA as of the date of this Agreement.

3.23 Valid Issuance. The AMMA Shares to be issued in the Exchange will, when issued in accordance with the provisions of this Agreement be validly issued, fully paid and nonassessable.

3.24 Opinion of Financial Advisor. Prior to the Closing, the AMMA Board of Directors shall receive an opinion of Cassel Salpeter & Co., LLC, financial advisor to AMMA, to the effect that the consideration to be issued by AMMA to the SCWorx Stockholders in the Exchange is fair to AMMA from a financial point of view. AMMA will furnish an accurate and complete copy of such opinion to SCWorx promptly following receipt of said opinion. The cost of such opinion shall be paid for by AMMA subsequent to the Closing Date.

3.25 Shell Company Status. AMMA is not an issuer identified in Rule 144(i)(1) or of the Securities Act or a shell company as defined in Rule 12b-2 of the Exchange Act.

3.26 Exclusivity of Representations; Reliance.

(a) Except as expressly set forth in this Article 3, neither AMMA, the AMMA Subsidiaries, nor any Person on behalf of AMMA or the AMMA Subsidiaries has made, nor are any of them making, any representation or warranty, written or oral, express or implied, at law or in equity, including with respect to merchantability or fitness for any particular purpose, in respect of AMMA or its business in connection with the transactions contemplated hereby, including any representations or warranties about the accuracy or completeness of any information or documents previously provided (including with respect to any financial or other projections therein), and any other such representations and warranties are hereby expressly disclaimed.

(b) AMMA acknowledges and agrees that, except for the representations and warranties of SCWorx set forth in Article 2, none of AMMA or any of its Representatives is relying on any other representation or warranty of SCWorx or any other Person made outside of Article 2 of this Agreement, including regarding the accuracy or completeness of any such other representations or warranties or the omission of any material information, whether express or implied, in each case with respect to the Contemplated Transactions.

ARTICLE 4 CERTAIN COVENANTS OF THE PARTIES

4.1 Access and Investigation. During the period commencing on the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with the terms hereto and the Closing Date (the "Pre-Closing Period"), upon reasonable notice each Party shall, and shall use commercially reasonable efforts to cause such Party's Representatives to:

(a) provide the other Party and such other Party's Representatives with reasonable access during normal business hours to such Party's Representatives, personnel and assets and to all existing books, records, Tax Returns, work papers and other documents and information relating to such Party and its Subsidiaries;

(b) provide the other Party and such other Party's Representatives with such copies of the existing books, records, Tax Returns, work papers, product data, and other documents and information relating to such Party and its Subsidiaries, and with such additional financial, operating and other data and information regarding such Party and its Subsidiaries as the other Party may reasonably request; and

(c) permit the other Party's officers and other employees to meet, upon reasonable notice and during normal business hours, with the chief financial officer and other officers and managers of such Party responsible for such Party's financial statements and the internal controls of such Party to discuss such matters as the other Party may deem necessary or reasonably appropriate. Without limiting the generality of any of the foregoing, during the Pre-Closing Period, each Party shall promptly make available to the other Party copies of:

(i) all material operating and financial reports prepared by such Party for its senior management, including sales forecasts, marketing plans, development plans, discount reports, write-off reports, hiring reports and capital expenditure reports prepared for its management;

(ii) any written materials or communications sent by or on behalf of a Party to its shareholders or stockholders;

(iii) any material notice, document or other communication sent by or on behalf of a Party to any party to any AMMA Material Contract or SCWorx Material Contract, as applicable, or sent to a Party by any party to any AMMA Material Contract or SCWorx Material Contract in connection with the Contemplated Transactions, as applicable;

(iv) any notice, report or other document filed with or otherwise furnished, submitted or sent to any Governmental Body on behalf of a Party in connection with the Exchange or any of the Contemplated Transactions;

(v) any non-privileged notice, document or other communication sent by or on behalf of, or sent to, a Party relating to any pending or threatened Legal Proceeding involving or affecting such Party; and

(vi) any material notice, report or other document received by a Party from any Governmental Body.

(d) Notwithstanding the foregoing, (i) any Party may restrict the foregoing access to the extent that any Legal Requirement applicable to such Party requires such Party to restrict or prohibit access to any of such Party's properties or information and (ii) neither Party nor its respective Representatives or Subsidiaries shall be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege.

4.2 Operation of AMMA's Business.

(a) Except as set forth on Section 4.2(a) of the AMMA Disclosure Schedule, as expressly required or permitted by this Agreement, or as required by applicable Legal Requirements, during the Pre-Closing Period, AMMA shall: (i) conduct its business and operations in the Ordinary Course of Business; (ii) continue to pay outstanding accounts payable and other current Liabilities (including payroll) when due and payable; and (iii) conduct its business and operations in compliance with all applicable Legal Requirements and the requirements of all AMMA Contracts that constitute AMMA Material Contracts.

(b) Without limiting the generality of the foregoing, during the Pre-Closing Period, except as set forth on Section 4.2(b) of the AMMA Disclosure Schedule, as expressly required or permitted by this Agreement, or as required by applicable Legal Requirements, AMMA shall not, without the prior written consent of SCWorx (which consent shall not be unreasonably withheld or delayed):

(i) (A) declare, accrue, set aside or pay any dividend or made any other distribution in respect of any shares of AMMA Capital Stock or (B) repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities;

(ii) sell, issue or grant, or authorize the issuance of: (A) any capital stock or other security (except for AMMA Shares issued to settle AMMA obligations or upon the valid exercise of AMMA Options outstanding as of the date of this Agreement), (B) any option, warrant or right to acquire any capital stock or any other security except (i) in settlement of AMMA obligations in an amount not to exceed 500,000 shares or (ii) as compensation to AMMA officers in an amount not to exceed 500,000 shares, (C) any equity-based award or instrument convertible into or exchangeable for any capital stock or other security, or (D) any debt securities or any rights to acquire any debt securities;

(iii) other than the Reverse Split and such amendments to the certificate of incorporation as are to be approved at the AMMA Stockholders' Meeting pursuant to Section 5.1(a), amend the certificate of incorporation, bylaws or other charter or organizational documents of AMMA or effect or be a party to any Exchange, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(iv) form any Subsidiary or acquire any equity interest or other interest in any other Entity;

(v) (A) lend money to any Person (except for reasonable advances to employees and consultants for travel and other reasonable business related expenses in the Ordinary Course of Business), (B) incur or guarantee any indebtedness for borrowed money, other than in the Ordinary Course of Business, (C) guarantee any debt securities of others, or (D) make any capital expenditure or commitment;

(vi) (A) adopt, establish or enter into any AMMA Employee Plan, (B) cause or permit any AMMA Employee Plan to be amended other than as required by Legal Requirement, including in order to make amendments for the purposes of Section 409A of the Code, subject to prior review and approval (with such approval not to be unreasonably withheld, conditioned or delayed) by SCWorx, (C) hire any additional employees or independent contractors or enter into or amend the term of any employment or consulting agreement with any employee or independent contractor other than as reasonably necessary for the completion of the Contemplated Transactions, (D) enter into any Contract with a labor union or collective bargaining agreement, (E) except as provided in the AMMA Disclosure Schedule, pay any bonus or make any profit-sharing or similar payment to (other than in the Ordinary Course of Business), or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its directors or employees, (F) except as provided in the AMMA Disclosure Schedule, accelerate the vesting of or entitlement to any payment, award, compensation or benefit with respect to any AMMA Associate, or (G) except as provided in the AMMA Disclosure Schedule, pay or increase the severance or change of control benefits offered to any AMMA Associate;

(vii) enter into any material transaction outside the Ordinary Course of Business;

(viii) acquire any material asset nor sell, lease, or otherwise irrevocably dispose of any of its assets or properties, or grant any Encumbrance with respect to such assets or properties, other than in the Ordinary Course of Business;

(ix) (A) make, change or revoke any material Tax election, (B) file any material amendment to any Tax Return, (C) adopt or change any accounting method in respect of Taxes, (D) change any annual Tax accounting period, (E) enter into any Tax allocation agreement, Tax sharing agreement or Tax indemnity agreement, other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers or landlords, (F) enter into any closing agreement with respect to any Tax, (G) settle or compromise any claim, notice, audit report or assessment in respect of material Taxes, (H) apply for or enter into any ruling from any Tax authority with respect to Taxes, (I) surrender any right to claim a material Tax refund, or (J) consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment;

(x) enter into, amend or terminate any AMMA Contract that, if effective as of the date hereof, would constitute a AMMA Material Contract (except for contracts relating to the settlement of existing liabilities and the AMMA Contracts set forth on Section 4.2(b)(x) of the AMMA Disclosure Schedule);

(xi) initiate or settle any Legal Proceeding;

(xii) incur any Liabilities or otherwise take any actions other than in the Ordinary Course of Business;

(xiii) adopt any shareholder rights plan or similar arrangement;

(xiv) renew, extend or modify the current lease for AMMA's principal executive office space; or

(xv) agree, resolve or commit to do any of the foregoing.

Notwithstanding the foregoing, AMMA may enter into agreements to settle disputes and terminate contracts described in the AMMA Disclosure Schedules. Nothing contained in this Agreement is intended to give SCWorx, directly or indirectly, the right to control or direct AMMA's operations during the Pre-Closing Period.

4.3 Operation of SCWorx's Business.

(a) Except as set forth on Section 4.3(a) of the SCWorx Disclosure Schedule, as expressly required or permitted by this Agreement or as required by applicable Legal Requirements, during the Pre-Closing Period, SCWorx shall (i) conduct its business and operations in the Ordinary Course of Business; (ii) continue to pay outstanding accounts payable and other current Liabilities (including payroll) when due and payable; and (iii) conduct its business and operations in compliance with all applicable Legal Requirements and the requirements of all SCWorx Contracts that constitute SCWorx Material Contracts.

(b) Without limiting the generality of the foregoing, during the Pre-Closing Period, except as set forth on Section 4.3(b) of the SCWorx Disclosure Schedule, as expressly permitted by this Agreement, or as required by applicable Legal Requirements, SCWorx shall not, nor shall it permit any of its Subsidiaries to, without the prior written consent of AMMA (which consent shall not be unreasonably withheld or delayed):

(i) (A) declare, accrue, set aside or pay any dividend or made any other distribution in respect of any shares of SCWorx Capital Stock or (B) repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities except pursuant to SCWorx Contracts existing as of the date of this Agreement;

(ii) sell, issue or grant, or authorize the issuance of: (A) any capital stock or other security, (B) any option, warrant or right to acquire any capital stock or any other security, (C) any equity-based award or instrument convertible into or exchangeable for any capital stock or other security, or (D) any debt securities or any rights to acquire any debt securities;

(iii) amend the certificate of incorporation, bylaws or other charter or organizational documents of SCWorx, or effect or be a party to any Exchange, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(iv) form any Subsidiary or acquire any equity interest or other interest in any other Entity;

(v) (A) lend money to any Person (except for reasonable advances to employees and consultants for travel and other reasonable business related expenses in the Ordinary Course of Business), (B) incur or guarantee any indebtedness for borrowed money, other than in the Ordinary Course of Business, (C) guarantee any debt securities of others, or (D) make any capital expenditure or commitment in excess of $50,000 or in excess of $100,000 in the aggregate;

(vi) enter into any Contract with a labor union or collective bargaining agreement;

(vii) enter into any material transaction outside the Ordinary Course of Business;

(viii) acquire any material asset nor sell, lease, or otherwise irrevocably dispose of any of its assets or properties, or grant any Encumbrance with respect to such assets or properties, in each case, other than in the Ordinary Course of Business;

(ix) (A) make, change or revoke any material Tax election, (B) file any material amendment to any Tax Return, (C) adopt or change any accounting method in respect of Taxes, (D) change any annual Tax accounting period, (E) enter into any Tax allocation agreement, Tax sharing agreement or Tax indemnity agreement, other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers or landlords, (F) enter into any closing agreement with respect to any Tax, (G) settle or compromise any claim, notice, audit report or assessment in respect of material Taxes, (H) apply for or enter into any ruling from any Tax authority with respect to Taxes, (I) surrender any right to claim a material Tax refund, or (J) consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment;

(x) adopt any stockholder rights plan or similar arrangement; or

(xi) agree, resolve or commit to do any of the foregoing.

Nothing contained in this Agreement is intended to give AMMA, directly or indirectly, the right to control or direct SCWorx's operations during the Pre-Closing Period.

4.4 Notification of Certain Matters.

(a) During the Pre-Closing Period, AMMA shall:

(i) promptly notify SCWorx of: (A) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with any of the Contemplated Transactions; (B) any Legal Proceeding against, relating to, involving or otherwise affecting AMMA, or to the Knowledge of AMMA, any director or officer of AMMA, that is commenced or asserted against, or, to the Knowledge of AMMA, threatened against, AMMA or any director or officer of AMMA; and (C) any notice or other communication from any Person alleging that any payment or other obligation is or will be owed to such Person at any time before or after the date of this Agreement, except for invoices or other communications related to agreements or dealings in the Ordinary Course of Business or payments or obligations identified in this Agreement, including the AMMA Disclosure Schedule; and

(ii) promptly notify SCWorx in writing of: (A) the discovery by AMMA of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes an inaccuracy in any representation or warranty made by AMMA in this Agreement in a manner that causes the condition set forth in Section 8.1 not to be satisfied; (B) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that would cause or constitute an inaccuracy in any representation or warranty made by AMMA in this Agreement in a manner that causes the condition set forth in Section 8.1 not to be satisfied if: (1) such representation or warranty had been made as of the time of the occurrence, existence or discovery of such event, condition, fact or circumstance; or (2) such event, condition, fact or circumstance had occurred, arisen or existed on or prior to the date of this Agreement; (C) any breach of any covenant or obligation of AMMA in a manner that causes the condition set forth in Section 8.2 not to be satisfied; and (D) any event, condition, fact or circumstance that would reasonably be expected to make the timely satisfaction of any of the conditions set forth in Article 6, Article 7, or Article 8 impossible or materially less likely. No notification given to SCWorx pursuant to this Section 4.4(a) shall change, limit or otherwise affect any of the representations, warranties, covenants or obligations of AMMA contained in this Agreement or the AMMA Disclosure Schedule for purposes of Section 8.1.

(b) During the Pre-Closing Period, SCWorx shall:

(i) promptly notify AMMA of: (A) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with any of the Contemplated Transactions; (B) any Legal Proceeding against, relating to, involving or otherwise affecting SCWorx, or to the Knowledge of SCWorx, any director or officer of SCWorx, that is commenced or asserted against, or, to the Knowledge of SCWorx, threatened against, SCWorx, any of its Subsidiaries, or any director or officer of SCWorx; and (C) any notice or other communication from any Person alleging that any payment or other obligation is or will be owed to such Person at any time before or after the date of this Agreement, except for invoices or other communications related to agreements or dealings in the Ordinary Course of Business or payments or obligations identified in this Agreement; and

(ii) promptly notify AMMA in writing, of: (i) the discovery by SCWorx of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes an inaccuracy in any representation or warranty made by SCWorx in this Agreement in a manner that causes the condition set forth in Section 7.1 not to be satisfied; (ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that would cause or constitute an inaccuracy in any representation or warranty made by SCWorx in this Agreement in a manner that causes the condition set forth in Section 7.1 not to be satisfied if: (A) such representation or warranty had been made as of the time of the occurrence, existence or discovery of such event, condition, fact or circumstance; or (B) such event, condition, fact or circumstance had occurred, arisen or existed on or prior to the date of this Agreement; (iii) any breach of any covenant or obligation of SCWorx in a manner that causes the condition set forth in Section 7.2 not to be satisfied; and (iv) any event, condition, fact or circumstance that would reasonably be expected to make the timely satisfaction of any of the conditions set forth in Article 6, Article 7, or Article 8 impossible or materially less likely. No notification given to AMMA pursuant to this Section 4.4(b) shall change, limit or otherwise affect any of the representations, warranties, covenants or obligations of SCWorx contained in this Agreement or the SCWorx Disclosure Schedule for purposes of Section 7.1.

4.5 No Solicitation.

(a) Each Party agrees that neither it nor any of its Subsidiaries shall, nor shall it nor any of its Subsidiaries authorize or permit any of the Representatives retained by it or any of its Subsidiaries to directly or indirectly: (i) solicit, initiate, respond to or take any action to facilitate or encourage any inquiries or the communication, making, submission or announcement of any Acquisition Proposal or Acquisition Inquiry or take any action that could reasonably be expected to lead to an Acquisition Proposal or Acquisition Inquiry; (ii) enter into or participate in any discussions or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry; (iii) furnish any information regarding such Party to any Person in connection with, in response to, relating to or for the purpose of assisting with or facilitating an Acquisition Proposal or Acquisition Inquiry; (iv) approve, endorse or recommend any Acquisition Proposal (subject to Sections 5.2 and 5.3); (v) execute or enter into any letter of intent or similar document or any Contract contemplating or otherwise relating to any Acquisition Transaction (an "Acquisition Agreement"); or (vi) grant any waiver or release under any confidentiality, standstill or similar agreement (other than to the other Party).

(b) Notwithstanding anything contained in Section 4.5(a), prior to receipt of the Required SCWorx Stockholder Vote, in the case of SCWorx, or the Required AMMA Stockholder Vote, in the case of AMMA, such Party, (i) may enter into discussions or negotiations with, any Person that has made (and not withdrawn) a bona fide, unsolicited, Acquisition Proposal, which such Party's Board of Directors determines in good faith, after consultation with its independent financial advisor, if any, and its outside legal counsel, constitutes, or would reasonably be expected to result in, a Superior Offer, and (ii) thereafter furnish to such Person non-public information regarding such Party pursuant to an executed confidentiality agreement containing provisions (including nondisclosure provisions, use restrictions, non-solicitation provisions, no hire provisions and "standstill" provisions) at least as favorable to such Party as those contained in the Confidentiality Agreement, but in each case of the foregoing clauses (i) and (ii), only if: (A) neither such Party nor any Representative of such Party has breached this Section 4.5; (B) the Board of Directors of such Party determines in good faith based on the advice of outside legal counsel, that the failure to take such action would constitute a breach of the fiduciary duties of the Board of Directors of such Party under applicable Legal Requirements; (C) at least three (3) Business Days prior to furnishing any such non-public information to, or entering into discussions with, such Person, such Party gives the other Party written notice of the identity of such Person and of such Party's intention to furnish nonpublic information to, or enter into discussions with, such Person; and (D) at least three (3) Business Days prior to furnishing any such non-public information to such Person, such Party furnishes such non-public information to SCWorx or AMMA, as applicable (to the extent such non-public information has not been previously furnished by such Party to SCWorx or AMMA, as applicable). Without limiting the generality of the foregoing, each Party acknowledges and agrees that, in the event any Representative of such Party (whether or not such Representative is purporting to act on behalf of such Party) takes any action that, if taken by such Party, would constitute a breach of this Section 4.5 by such Party, the taking of such action by such Representative shall be deemed to constitute a breach of this Section 4.5 by such Party for purposes of this Agreement.

(c) If any Party or any Representative of such Party receives an Acquisition Proposal or Acquisition Inquiry at any time during the Pre-Closing Period, then such Party shall promptly (and in no event later than 24 hours after such Party becomes aware of such Acquisition Proposal or Acquisition Inquiry) advise the other Party orally and in writing of such Acquisition Proposal or Acquisition Inquiry (including the identity of the Person making or submitting such Acquisition Proposal or Acquisition Inquiry, and the terms thereof). Such Party shall keep the other Party fully informed, on a current basis, in all material respects with respect to the status and terms of any such Acquisition Proposal or Acquisition Inquiry and any modification or proposed modification thereto. In addition to the foregoing, each Party shall provide the other Party with at least five (5) Business Days' written notice of a meeting of its board of directors (or any committee thereof) at which its board of directors (or any committee thereof) is reasonably expected to consider an Acquisition Proposal or Acquisition Inquiry it has received.

(d) Each Party shall and shall cause its respective Representatives to, cease immediately and cause to be terminated, and shall not authorize or knowingly permit any of its or their Representatives to continue, any and all existing activities, discussions or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Acquisition Proposal. The Parties shall promptly (and in any event within three (3) Business Days following the date hereof) request in writing each Person which as heretofore executed a confidentiality agreement in connection with its consideration of an Acquisition Proposal to return all confidential information heretofore furnished to such Person by or on behalf of the respective Party, and such Party shall use commercially reasonable efforts to have such information returned or destroyed (to the extent destruction of such information is permitted by such confidentiality agreement).

ARTICLE 5 ADDITIONAL AGREEMENTS OF THE PARTIES

5.1 AMMA Stockholders' Meeting and Proxy Statement.

(a) As soon as reasonably practicable following the date of this Agreement AMMA shall (i) establish a record date for, duly call, give notice of and, as soon as reasonably practicable thereafter in conformity with this Section 5.1, but in no event later than the 75th Calendar Day after the date hereof, convene the AMMA Stockholders Meeting, and (ii) publish the notice of the AMMA Stockholders' Meeting (the "AMMA Stockholders' Meeting Notice"). In addition, AMMA shall prepare, with the cooperation of SCWorx, and cause to be submitted to the SEC the Proxy Statement.

(b) AMMA covenants and agrees that the Proxy Statement will not, at the time that the Proxy Statement or any amendment or supplement thereto is filed with or submitted to the SEC or is first mailed to the AMMA Stockholders, at the time of the AMMA Stockholders' Meeting and at the Closing Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, AMMA makes no covenant, representation or warranty with respect to statements made in the Proxy Statement (and the letter to shareholders, notice of meeting and form of proxy included therewith), if any, based on information furnished in writing by SCWorx specifically for inclusion therein. Each of the Parties shall use commercially reasonable efforts to cause the Proxy Statement to comply with the applicable rules and regulations promulgated by the SEC in all material respects.

(c) AMMA shall notify SCWorx promptly of the receipt of any comments from the SEC or the staff of the SEC, if any, and of any request by the SEC or the staff of the SEC, if any, for amendments or supplements to the Proxy Statement or for additional information and shall supply SCWorx with copies of all correspondence between AMMA or any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement or the Contemplated Transactions. AMMA shall use its commercially reasonable efforts to respond as promptly as reasonably practicable to any comments of the SEC or the staff of the SEC with respect to the Proxy Statement, and shall give SCWorx and its counsel a reasonable opportunity to participate in the formulation of any response to any such comments of the SEC or its staff.

(d) Each of the Parties shall use commercially reasonable efforts to cause the Proxy Statement to comply with the applicable rules and regulations promulgated by the SEC and the Companies Law, to respond promptly to any comments of the SEC or its staff. Each of the Parties shall use commercially reasonable efforts to cause the Proxy Statement to be submitted to the SEC within forty (40) Business Days of the date hereof and then, subject to compliance with Legal Requirements, mailed to the AMMA Stockholders. Each Party shall promptly furnish to the other Party all information concerning such Party and such Party's subsidiaries and such Party's shareholders that may be required or reasonably requested in connection with any action contemplated by this Section 5.1. If any event relating to SCWorx occurs, or if SCWorx becomes aware of any information, that should be disclosed in an amendment or supplement to the Proxy Statement, then SCWorx shall promptly inform AMMA thereof and shall cooperate fully with AMMA in filing such amendment or supplement with the SEC and, if appropriate, in mailing such amendment or supplement to the shareholders of AMMA. No filing of, or amendment or supplement to the Proxy Statement will be made by AMMA without providing SCWorx a reasonable opportunity to review and comment thereon.

(e) Prior to the Closing Date, AMMA shall, subject to SCWorx undertaking in Section 5.18 below, use commercially reasonable efforts to obtain all regulatory approvals needed to ensure that the AMMA Shares to be issued in the Exchange (to the extent required) be exempt from registration or qualification under the Securities Act and every jurisdiction of the United States in which any registered holder of SCWorx Capital Stock has an address of record on the Closing Date; provided, however, that AMMA shall not be required: (i) to qualify to do business as a foreign corporation in any jurisdiction in which it is not now qualified; or (ii) to file a general consent to service of process in any jurisdiction.

(f) Each of SCWorx and AMMA agree to provide promptly to the other such information concerning its business and financial statements and affairs as, in the reasonable judgment of the providing party or its counsel, may be required or appropriate for inclusion in the Proxy Statement, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with the other's counsel and auditors in the preparation of the Proxy Statement. AMMA shall not include in the Proxy Statement any information with respect to SCWorx or its Affiliates, the form and content of which information shall not have been approved by SCWorx prior to such inclusion.

5.2 [Reserved].

5.3 AMMA Stockholders' Meeting.

(a) As promptly as practicable after the date hereof, AMMA shall (i) take all action necessary under applicable Legal Requirements to call, give notice of (pursuant to publication of the AMMA Stockholders' Meeting Notice in accordance with Section 5.1 above) and hold a meeting of the holders of AMMA Shares for the purpose of seeking approval of the following items, (A) the amendment of AMMA's certificate of incorporation to increase the authorized AMMA Shares, (B) the amendment of AMMA's certificate of incorporation to effect the Reverse Split, (C) the amendment of AMMA's certificate of incorporation to effect the name change of AMMA, (D) to approve the purchase by AMMA of a "runoff" directors' and officers' liability insurance policy for a period of seven years following the Closing, (E) the Contemplated Transactions, and (F) any other matter required, at the reasonable discretion of the Board of Directors of AMMA and agreed to by SCWorx, in order to give effect to the transactions contemplated by this Agreement (the matters contemplated by the foregoing clauses (A)–(F), collectively, the "AMMA Stockholder Matters") and (ii) mail to the AMMA Stockholders as of the record date established for shareholders' meeting of AMMA, the Proxy Statement (such meeting, the "AMMA Stockholders' Meeting").

(b) AMMA agrees that, subject to Section 5.3(c): (i) the AMMA Board of Directors shall recommend that the holders of AMMA Shares vote to approve the AMMA Stockholder Matters; (ii) the Proxy Statement shall include a statement to the effect that the AMMA Board of Directors recommends that AMMA Stockholders vote to approve the AMMA Stockholder Matters (the " AMMA Board Recommendation"); (iii) the AMMA Board of Directors shall use commercially reasonable efforts to solicit such approval within the timeframe set forth in Section 5.1 above; and (iv) (A) the AMMA Board Recommendation shall not be withdrawn or modified in a manner adverse to SCWorx, and no resolution by the AMMA Board of Directors or any committee thereof to withdraw or modify the AMMA Board Recommendation in a manner adverse to SCWorx shall be adopted or proposed and (B) the AMMA Board of Directors shall not recommend any Acquisition Transaction (collectively with any failure to make or include the recommendation as set forth in sub-sections (i) and (ii) above, an "AMMA Board Adverse Recommendation Change").

(c) Notwithstanding the foregoing, at any time prior to the receipt of the Required AMMA Stockholder Vote, the AMMA Board of Directors may make a AMMA Board Adverse Recommendation Change, if the AMMA Board of Directors has received an Acquisition Proposal that the AMMA Board of Directors has determined in its reasonable, good faith judgment, after consultation with AMMA's outside legal counsel, constitutes a Superior Offer, the AMMA Board of Directors determines in its good faith judgment, after consultation with AMMA's outside legal counsel, that a failure to make AMMA Board Adverse Recommendation Change would reasonably constitute a breach of its fiduciary obligations under applicable Legal Requirements; provided, however, that prior to AMMA taking any action permitted under this Section 5.3(c), AMMA must (1) promptly notify SCWorx, in writing, at least five (5) Business Days before making a AMMA Board Adverse Recommendation Change, of its intention to take such action with respect to a Superior Offer, which notice shall state expressly that AMMA has received an Acquisition Proposal that the AMMA Board of Directors intends to declare a Superior Offer and that the AMMA Board of Directors intends to make a AMMA Board Adverse Recommendation Change, and (2) attach to such notice the most current version of the proposed agreement (which version shall be updated on a prompt basis) and the identity of the third party making such Superior Offer.

(d) Notwithstanding Section 5.3(c), AMMA's obligation to call, give notice of and hold the AMMA Stockholders' Meeting in accordance with Section 5.1 shall not be limited or otherwise affected by the commencement, disclosure, announcement or submission of any Superior Offer or Acquisition Proposal, or by any withdrawal or modification of the AMMA Board Recommendation.

(e) Nothing contained in this Agreement shall prohibit AMMA or its Board of Directors from making any disclosure to the AMMA Stockholders if the AMMA Board of Directors determines in good faith, after consultation with its outside legal counsel, that such disclosure is required for the AMMA Board of Directors to comply with its fiduciary duties to the AMMA Stockholders under applicable Legal Requirements; provided, however, that (i) in the case of any such disclosure or public statement shall be deemed to be a AMMA Board Adverse Recommendation Change subject to the terms and conditions of this Agreement unless the AMMA Board of Directors reaffirms the AMMA Board Recommendation in such disclosure or public statement or within five (5) Business Days of such disclosure or public statement; and (ii) AMMA shall not effect a AMMA Board Adverse Recommendation Change unless specifically permitted pursuant to the terms of Section 5.3(c).

5.4 Regulatory Approvals.

(a) Each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary to comply promptly with all Legal Requirements that may be imposed on such Party with respect to the Contemplated Transactions and, subject to the conditions set forth in Article 6 hereof, to consummate the Contemplated Transactions, as promptly as practicable. In furtherance and not in limitation of the foregoing, each Party agrees to file or otherwise submit, as soon as practicable after the date of this Agreement, but in any event no later than 20 Business Days of the date hereof, all applications, notices, reports, undertakings and other documents reasonably required to be filed by such Party with or otherwise submitted by such Party to any Governmental Body with respect to the Contemplated Transactions, and to submit promptly any additional information requested by any such Governmental Body.

(b) Each of the Parties shall use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with timely making all required filings and submissions and timely obtaining all related consents, permits, authorizations or approvals pursuant to Section 5.4(a); and (ii) keep SCWorx or AMMA, as applicable, informed in all material respects and on a reasonably timely basis of any communication received by such Party from, or given by such Party to, any Governmental Body relating to the Contemplated Transactions. Subject to applicable Legal Requirements relating to the exchange of information, each Party shall, to the extent practicable, give the other party reasonable advance notice of all material communications with any Governmental Body relating to the Contemplated Transactions and each Party shall have the right to attend or participate in material conferences, meetings and telephone or other communications between the other Parties and regulators concerning the Contemplated Transactions.

5.5 [Reserved.]

5.6 [Reserved.]

5.7 AMMA Employee and Benefits Matters.

(a) Unless otherwise agreed in writing by SCWorx pursuant to a written notice provided to AMMA no later than three (3) calendar days prior to the Closing Date, effective as of the Closing Date, and subject to any applicable law, AMMA shall, and shall cause any AMMA Subsidiary to, terminate the employment and service of each AMMA Associate (the " Terminated AMMA Associates") other than those employees which SCWorx shall notify AMMA should not be terminated, such that neither AMMA nor any AMMA Subsidiary shall have any AMMA Associate in its employ or service as of the Closing Date other than those employees which SCWorx has designated. AMMA shall, and shall cause any of its Subsidiaries to, terminate the employment and service of each AMMA Associate in full compliance with applicable laws, regulations, precedents and contractual agreements (including due process).

(b) As a condition to payment of any Terminated AMMA Associate Payment to a Terminated AMMA Associate and prior to the Closing Date, AMMA will use commercially reasonable efforts to obtain from each Terminated AMMA Associate an effective release of claims subject to applicable Law, the form of which shall be subject to approval by SCWorx, which approval shall not be unreasonably withheld, and effective as of the Closing Date. Prior to the Closing, AMMA shall use commercially reasonable efforts to comply, in all material respects, with all of the requirements of the WARN Act and any applicable state.

(c) Schedule 6.7(c) sets forth, with respect to each Previously Terminated AMMA Associate (together, the " Former AMMA Associates"), AMMA's good faith estimate of the amount of all change of control payments, severance payments, termination or similar payments, notice payments and/or obligations, retention payments, bonuses and other payments and benefits (including any COBRA costs), owed to or to be paid or provided to each Former AMMA Associate, and the amount by which any of such Former AMMA Associate's compensation or benefits may be accelerated or increased, and any related Tax or contribution payable by AMMA, in each case, whether under any AMMA Employee Plan or otherwise, as a result of (i) the execution of this Agreement, (ii) the consummation of the Contemplated Transactions, or (iii) the termination of employment or service of such Former AMMA Associate at or at any time prior to the Closing Date (together, the "Terminated AMMA Associate Payments "). To the extent required to be paid prior to the Closing, AMMA shall cause all Terminated AMMA Associate Payments to be paid and satisfied in full such that AMMA, the Surviving Corporation, SCWorx and any of their Affiliates shall not have any Tax or other Liability with respect to the Former AMMA Associates on or following the Closing Date.

(d) Effective no later than the day immediately preceding the Closing Date, AMMA shall take all required action to terminate (i) all AMMA Employee Plans that are "employee benefit plans" within the meaning of ERISA, including but not limited to any AMMA Employee Plans intended to include a Code Section 401(k) arrangement (each, a "AMMA 401(k) Plan"), and (ii) each other AMMA Employee Plan set forth on Schedule 6.7(d) attached hereto unless written notice is provided by SCWorx to AMMA no later than three (3) calendar days prior to the Closing Date, instructing AMMA not to terminate any such AMMA Employee Plan. AMMA shall provide SCWorx with evidence that such AMMA Employee Plan(s) have been terminated (or with respect to any health and welfare benefit plan with a monthly coverage period that irrevocable action to terminate such AMMA Employee Plan(s) at the end of such monthly period has been taken) effective no later than the day immediately preceding the Closing Date pursuant to resolutions of the AMMA Board of Directors. The form and substance of such resolutions shall be subject to reasonable review and approval of SCWorx. AMMA also shall take such other actions in furtherance of terminating such AMMA Employee Plan(s) as SCWorx may reasonably require. In the event that termination of the AMMA Employee Plans would reasonably be anticipated to trigger liquidation charges, surrender charges or other fees then AMMA shall take such actions as are necessary to reasonably estimate the amount of such charges and/or fees and provide such estimate in writing to SCWorx no later than 14 calendar days prior to the Closing Date.

(e) This Section 5.7 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement. Nothing in this Section 5.7, express or implied, will (i) constitute or be treated as an amendment of any AMMA Employee Plan or SCWorx Employee Plan (or an undertaking to amend any such plan), (ii) prohibit AMMA, any AMMA Affiliate, SCWorx, or any SCWorx Affiliate from amending, modifying or terminating any AMMA Employee Plan or SCWorx Employee Plan pursuant to, and in accordance with, the terms thereof, or (iii) confer any rights or benefits on any Person other than AMMA and SCWorx.

5.8 Indemnification of Officers and Directors.

(a) From the Closing Date through the seventh anniversary of the date on which the Closing Date occurs, AMMA shall indemnify and hold harmless each person who is now, or has been at any time prior to the date hereof, or who becomes prior to the Closing Date, a director or officer of AMMA (the "D&O Indemnified Parties"), against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the D&O Indemnified Party is or was a director or officer of AMMA, whether asserted or claimed prior to, at or after the Closing Date, to the fullest extent permitted under the DGCL.

(b) The certificate of incorporation of AMMA shall contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of each of AMMA than are presently set forth in the certificate of incorporation of AMMA and the certificate of incorporation and bylaws of SCWorx, as applicable, which provisions shall not be amended, modified or repealed for a period of seven years' time from the Closing Date in a manner that would adversely affect the rights thereunder of individuals who, at or prior to the Closing Date, were officers or directors of AMMA.

(c) AMMA shall purchase a "tail" insurance policy for AMMA's officers and directors with an effective date as of the Closing Date, which shall remain effective for seven years following the Closing Date, with at least the same coverage and amounts and containing the same terms and conditions that are not less favorable to the AMMA officers and directors than the Existing AMMA D&O Policies.

(d) AMMA shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by the persons referred to in this Section 5.8 in connection with their enforcement of their rights provided in this Section 5.8.

(e) The provisions of this Section 5.8 are intended to be in addition to the rights otherwise available to the D&O Indemnified Parties by law, charter, statute, bylaw, certificate of incorporation or agreement. The obligations of AMMA under this Section 5.8 shall survive the consummation of the Exchange and shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Party to whom this Section 5.8 applies without the consent of such affected D&O Indemnified Party (it being expressly agreed that the D&O Indemnified Parties to whom this Section 5.8 applies, as well as their heirs and representatives, shall be third party beneficiaries of this Section 5.8, each of whom may enforce the provisions of this Section 5.8).

(f) In the event AMMA or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or Entity of such consolidation or Exchange, or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of AMMA shall succeed to the obligations set forth in this Section 5.8.

5.9 Additional Agreements. The Parties shall (a) use commercially reasonable efforts to cause to be taken all actions necessary to consummate the Contemplated Transactions and (b) reasonably cooperate with the other Parties and provide the other Parties with such assistance as may be reasonably requested for the purpose of facilitating the performance by each Party of its respective obligations under this Agreement and to enable the Surviving Corporation to continue to meet its obligations under this Agreement following the Closing. Without limiting the generality of the foregoing, each Party to this Agreement: (i) shall make all filings and other submissions (if any) and give all notices (if any) required to be made and given by such Party in connection with the Contemplated Transactions; (ii) shall use commercially reasonable efforts to lift any injunction prohibiting, or any other legal bar to, the Contemplated Transactions; and (iii) shall use commercially reasonable efforts to satisfy the conditions precedent to the consummation of this Agreement.

5.10 Disclosure. Without limiting SCWorx's or AMMA's obligations under the Confidentiality Agreement, each Party shall not, and shall not permit any of its Subsidiaries or any Representative of such Party to, issue any press release or make any disclosure (to any customers or employees of such Party, to the public or otherwise) regarding the Contemplated Transactions unless: (a) the other Party has approved such press release or disclosure in writing, such approval not to be unreasonably withheld, conditioned or delayed; (b) such Party has determined in good faith, upon the advice of outside legal counsel, that such disclosure is required by applicable Legal Requirements and, to the extent practicable, before such press release or disclosure is issued or made, such Party advises the other Party of, and consults with the other Party regarding, the text of such press release or disclosure; (c) such press release or disclosure is consistent with previous press releases, public disclosures or public statements made jointly by the Parties (or individually, if approved by the other Party); or (d) such press release or disclosure is to be issued or made in accordance with the provisions of Section 4.3(e).

5.11 Listing. AMMA shall use its commercially reasonable efforts to: (a) maintain its existing listing on the NASDAQ Capital Market and to obtain approval of the listing of the combined company on the NASDAQ Capital Market; and (b) effect the Reverse Split. Without derogating from the generality of the requirements of the foregoing sentence, and to the extent required by the rules and regulations of NASDAQ, AMMA shall use its commercially reasonable efforts to (i) prepare and submit a notification form for the listing of the AMMA Shares to be issued in the Exchange, (ii) cause such shares to be approved for listing (subject to notice of issuance), and (iii) to the extent required by NASDAQ Marketplace Rule 5110, file an initial listing for the AMMA Shares on the NASDAQ Capital Market (the "NASDAQ Listing Application") and cause such NASDAQ Listing Application to be approved for listing (subject to official notice of issuance). SCWorx will cooperate with AMMA as reasonably requested by AMMA with respect to the Nasdaq Listing Application and promptly furnish to AMMA all information concerning SCWorx and the SCWorx Stockholders that may be required or reasonably requested in connection with any action contemplated by this Section 5.11.

5.12 Tax Matters.

(a) The Parties acknowledge and agree that (i) in the Exchange, AMMA will acquire substantially all of the properties held directly or indirectly by SCWorx within the meaning of Code Section 7874(a)(2)(B)(i) and after such acquisition, at least 80% of the stock of AMMA will be held by the former stockholders of SCWorx by reason of holding stock in SCWorx, and (ii) the Exchange should qualify as a "reorganization" under Code Section 368(a) (collectively, the "Tax Treatment"). The Parties shall not take any tax reporting position inconsistent with the Tax Treatment for U.S. federal, state, local or other applicable Tax purposes, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

(b) AMMA and SCWorx shall use their respective commercially reasonable efforts to cause the Exchange to qualify, and agree not to, and not to permit or cause any Affiliate or any Subsidiary to, take any actions or cause any action to be taken which would reasonably be expected to prevent the Exchange from qualifying, as a "reorganization" under Section 368(a) of the Code.

(c) This Agreement is intended to constitute, and the Parties hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g). The Parties shall treat and shall not take any tax reporting position inconsistent with the treatment of the Exchange as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal, state and other relevant Tax purposes, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

(d) All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with the Exchange (collectively, "Transfer Taxes") shall be paid when due by the party, without deduction from any amount payable to the Shareholders, upon which such Taxes and fees are imposed under applicable Legal Requirements, and such party will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, the applicable Stockholders and the Parties will, and will cause their applicable Affiliates to, join in the execution of any such Tax Returns and other documentation; provided that any Transfer Taxes with respect to interests in real property owned, directly or indirectly, by SCWorx or any of its Subsidiaries shall be borne by AMMA and expressly shall not be a Liability of the Stockholders.

5.13 Legends. AMMA shall be entitled to place appropriate legends on the book entries and/or certificates evidencing any AMMA Shares to be received in the Exchange by the SCWorx Stockholders for purposes of Rules 144 and 145 under the Securities Act reflecting the restrictions set forth in Rules 144 and 145 and to issue appropriate stop transfer instructions to the transfer agent for AMMA Shares.

5.14 Directors and Officers. Immediately prior to the Closing Date, (i) AMMA shall cause such members of the AMMA Board of Directors as agreed upon between AMMA and SCWorx to tender their resignation from the Board of Directors of AMMA effective immediately (such resigning directors, the "AMMA Director Resignees"), (ii) the AMMA Board of Directors shall appoint that number of new members selected by SCWorx to the AMMA Board of Directors, but in any event not fewer than three (the "SCWorx Designees"), and (iii) the AMMA Board of Directors shall appoint each of the directors to the committees of the AMMA Board of Directors as to be determined by SCWorx, provided that after (i), (ii) and (iii) above shall have taken place, the majority of the members of AMMA's Board of Directors and of each of the AMMA committees shall be designated by SCWorx and shall satisfy the requisite independence requirements for the AMMA Board of Directors, as well as the sophistication, expertise and independence requirements for the required committees of the AMMA Board of Directors, pursuant to NASDAQ's listing standards. In addition, the AMMA Board of Directors and AMMA Chief Executive Officer, as the case may be, shall take all necessary action to appoint each of the individuals set forth on Schedule 6.14, and as may be selected by SCWorx prior to Closing, as officers of AMMA to hold the offices set forth opposite his or her name to be effective at the Closing Date.

5.15 Takeover Statutes. If any "control share acquisition", "fair price", "moratorium" or other anti-takeover Legal Requirement becomes or is deemed to applicable to AMMA, SCWorx, or the Contemplated Transactions, then each of AMMA, SCWorx and their respective board of directors shall grant such approvals and take such actions as are necessary so that the Contemplated Transactions may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to render such anti-takeover Legal Requirement inapplicable to the foregoing.

5.16 Validity of Private Placement. SCWorx shall provide reasonable evidence to AMMA that the issuance of AMMA Shares in the Exchange shall validly qualify for an exemption from the registration and prospectus delivery requirements of the Securities Act and the equivalent state "blue-sky" laws.

5.17 Stockholder Litigation. AMMA shall control any Legal Proceeding brought by AMMA Stockholders against AMMA and/or its directors relating to the Contemplated Transactions ("Stockholder Litigation"); provided, that AMMA shall give SCWorx the right to review and comment in advance on all material filings or responses to be made by AMMA in connection with any Stockholder Litigation, the right to participate (at SCWorx's expense) in such Stockholder Litigation, and the right to consult on the settlement with respect to such Stockholder Litigation, and AMMA shall in good faith take such comments into account, and, no such settlement shall be agreed to without SCWorx's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. AMMA shall promptly notify SCWorx of any such Stockholder Litigation brought, or threatened, against AMMA and/or members of AMMA Board of Directors and shall keep SCWorx informed on a current basis with respect to the status thereof.

ARTICLE 6 CONDITIONS PRECEDENT TO OBLIGATIONS OF EACH PARTY

The obligations of each Party to effect the Exchange and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or, to the extent permitted by applicable Legal Requirements, the written waiver by each of the Parties, at or prior to the Closing, of each of the following conditions:

6.1 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Exchange has been issued by any court of competent jurisdiction or other Governmental Body of competent jurisdiction and remain in effect, and there shall not be any Legal Requirement which has the effect of making the consummation of the Exchange illegal.

6.2 Stockholder Approval. (a) SCWorx has obtained the Required SCWorx Stockholder Vote, and (b) AMMA has obtained the Required AMMA Stockholder Vote.

6.3 Listing. (a) The existing AMMA Shares shall have been continually listed on the NASDAQ Capital Market or be listed on the NASDAQ Capital Market as of and from the date of this Agreement through the Closing Date, (b) the AMMA Shares to be issued in the Exchange shall be approved for listing (subject to official notice of issuance) on the NASDAQ Capital Market as of the Closing Date, and (c) to the extent required by NASDAQ Marketplace Rule 5110, the NASDAQ Listing Application shall have been approved for listing (subject to official notice of issuance).

6.4 No Governmental Proceedings Relating to Contemplated Transactions or Right to Operate Business. There shall not be any Legal Proceeding pending, or overtly threatened in writing by an official of a Governmental Body in which such Governmental Body indicates that it intends to conduct any Legal Proceeding or taking any other action: (a) challenging or seeking to restrain or prohibit the consummation of the Exchange; (b) relating to the Exchange and seeking to obtain from AMMA or SCWorx any damages or other relief that may be material to AMMA or SCWorx; (c) seeking to prohibit or limit in any material and adverse respect a Party's ability to vote, transfer, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of AMMA; (d) that would materially and adversely affect the right or ability of AMMA or SCWorx to own the assets or operate the business of AMMA or SCWorx; or (e) seeking to compel SCWorx, AMMA or any AMMA Subsidiary to dispose of or hold separate any material assets as a result of the Exchange.

ARTICLE 7 ADDITIONAL CONDITIONS PRECEDENT TO OBLIGATIONS OF AMMA

The obligations of AMMA to effect the Exchange and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written waiver by AMMA, at or prior to the Closing, of each of the following conditions:

7.1 Accuracy of Representations. (a) The representations and warranties of SCWorx in Section 2.4(a), Section 2.4(b), and Section 2.4(c) (Capitalization), are true and correct in all but de minimis respects as of the date of this Agreement and are true and correct in all but de minimis respects on and as of the Closing Date with the same force and effect as if made on the Closing Date, except for those representations and warranties which address matters only as of a particular date (which representations were so true and correct as of such particular date); (b) the representations and warranties of SCWorx set forth in clause "(b)" of the first sentence of Section 2.6 (Absence of Changes) shall have been true and correct in all respects as of the date of the Agreement and shall be true and correct in all respects at and as of the Closing Date as if made on and as of such time (it being understood that any update of or modification to the SCWorx Disclosure Schedule made or purported to have been made after the date of the Agreement shall be disregarded); (c) the representations and warranties of SCWorx set forth in Section 2.13(n) and of AMMA set forth in Section 3.14(n) shall have been true and correct in all respects as of the date of the Agreement and shall be true and correct in all respects at and as of the Closing Date as if made on and as of such time; and (d) all other representations and warranties of SCWorx in Article 2 of this Agreement are true and correct as of the date of this Agreement and are true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date except (i) in each case, or in the aggregate, where the failure to be true and correct would not have a SCWorx Material Adverse Effect (provided that all "SCWorx Material Adverse Effect" qualifications and other materiality qualifications limiting the scope of the representations and warranties of SCWorx in Article 2 of this Agreement will be disregarded), or (ii) for those representations and warranties which address matters only as of a particular date (which representations were so true and correct, subject to the qualifications as set forth in the preceding clause (i), as of such particular date).

7.2 Performance of Covenants. Each of the covenants and obligations in this Agreement that SCWorx is required to comply with or to perform at or prior to the Closing have been complied with and performed by SCWorx in all material respects.

7 . 3 No SCWorx Material Adverse Effect . Since the date of this Agreement, there has not occurred any SCWorx Material Adverse Effect that is continuing.

7.4 Documents.

(a) AMMA shall have received from SCWorx a certificate executed by the Chief Executive Officer and Chief Financial Officer of SCWorx confirming that the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 have been duly satisfied.

(b) (i) certificates of good standing of SCWorx in its jurisdiction of organization (to the extent applicable) and the various foreign jurisdictions in which each is qualified to do business, (ii) certified copies of the certificate of incorporation and bylaws of SCWorx, (iii) a certificate as to the incumbency of the Chief Executive Officer and Chief Financial Officer of each of SCWorx, and (iv) the adoption of resolutions of the SCWorx Board of Directors authorizing the execution of this Agreement and the consummation of the Contemplated Transactions to be performed by SCWorx hereunder; and

7 . 5 Fairness Opinion. AMMA shall have received an opinion of Cassel Salpeter & Co., LLC, financial advisor to AMMA, to the effect that the consideration to be issued by AMMA to the SCWorx Stockholders in the Exchange is fair to AMMA from a financial point of view, pursuant to Section 3.24.

7.6 SCWorx Allocation Certificate. AMMA shall have received from SCWorx the Allocation Certificate.

7 . 7 Lock-up Agreements. The Lock-up Agreements executed by the SCWorx Lock-Up Signatories will continue to be in full force and effect as of immediately following the Closing Date.

7.8 Audited Financial Statements of SCWorx. The SCWorx Audited Financials shall be in form and substance reasonably satisfactory to AMMA, including without limitation they shall not vary materially from the unaudited versions thereof delivered to AMMA on or about August 13, 2018.

ARTICLE 8 ADDITIONAL CONDITIONS PRECEDENT TO OBLIGATIONS OF SCWORX

The obligations of SCWorx to effect the Exchange and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written waiver by SCWorx, at or prior to the Closing, of each of the following conditions:

8 . 1 Accuracy of Representations. (a) The representations and warranties of AMMA in Section 3.4(a), Section 3.4(b), Section 3.4(c) and Section 3.4(e) (Capitalization), are true and correct in all but de minimis respects as of the date of this Agreement and are true and correct in all but de minimis respects on and as of the Closing Date with the same force and effect as if made on the Closing Date, except for those representations and warranties which address matters only as of a particular date (which representations were so true and correct as of such particular date); (b) the representations and warranties of AMMA set forth in clause "(b)" of the first sentence of Section 3.6 (Absence of Changes) shall have been true and correct in all respects as of the date of the Agreement and shall be true and correct in all respects at and as of the Closing Date as if made on and as of such time (it being understood that any update of or modification to the AMMA Disclosure Schedule made or purported to have been made after the date of the Agreement shall be disregarded); (c) the representations and warranties of SCWorx set forth in Section 2.13(n) and of AMMA set forth in Section 3.14(n) shall have been true and correct in all respects as of the date of the Agreement and shall be true and correct in all respects at and as of the Closing Date as if made on and as of such time; and (d) all other representations and warranties of AMMA in Article 3 of this Agreement are true and correct as of the date of this Agreement and are true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date except (i) in each case, or in the aggregate, where the failure to be true and correct would not have a AMMA Material Adverse Effect (provided that all "AMMA Material Adverse Effect" qualifications and other materiality qualifications limiting the scope of the representations and warranties of AMMA in Article 3 of this Agreement will be disregarded), or (ii) for those representations and warranties which address matters only as of a particular date (which representations were so true and correct, subject to the qualifications as set forth in the preceding clause (i), as of such particular date).

8 . 2 Performance of Covenants. Each of the covenants and obligations in this Agreement that AMMA is required to comply with or to perform at or prior to the Closing have been complied with and performed in all material respects.

8 . 3 No AMMA Material Adverse Effect . Since the date of this Agreement, there has not occurred any AMMA Material Adverse Effect that is continuing.

8 . 4 Termination of Contracts. SCWorx has received evidence, in form and substance satisfactory to it, that all AMMA Contracts (other than the AMMA Contracts listed on Schedule 8.4) have been (a) terminated, assigned, or fully performed by AMMA and (b) all obligations of AMMA thereunder have been fully satisfied, waived or otherwise discharged.

8 . 5 Board of Directors and Officers. AMMA has caused the AMMA Board of Directors and the officers of AMMA, to be constituted as set forth in Section 5.14 of this Agreement effective as of the Closing Date.

8.6 Sarbanes-Oxley Certifications. Neither the principal executive officer nor the principal financial officer of AMMA has failed to provide, with respect to any AMMA SEC Document filed (or required to be filed) with the SEC on or after the date of this Agreement, any necessary certification in the form required under Rule 13a-14 under the Exchange Act and 18 U. S.C. Section 1350.

8.7 Satisfaction of Liabilities. AMMA has satisfied all of its Liabilities with respect to the matters listed on Schedule 8.7 as of the Closing Date and SCWorx has received payoff letters or other proof of payment evidencing the satisfaction of such Liabilities and release of any related to such Liabilities, in form and substance satisfactory to SCWorx.

8.8 Amendments to Certificate of Incorporation. AMMA has provided a copy of the amendments to AMMA's certificate of incorporation effecting the Reverse Split and increase in the number of authorized AMMA Shares certified by its Chief Executive Officer.

8.9 Reserved.

8.10 Documents. SCWorx has received the following documents, each of which shall be in full force and effect as of the Closing Date:

(a) a certificate executed by the Chief Executive Officer and Chief Financial Officer confirming that the conditions set forth in Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, and 8.7, have been duly satisfied;

(b) (i) certificates of good standing of AMMA in its jurisdiction of organization (to the extent applicable) and the various foreign jurisdictions in which each is qualified to do business, (ii) certified copies of the certificate of incorporation and bylaws of AMMA, (iii) a certificate as to the incumbency of the Chief Executive Officer and Chief Financial Officer of each of AMMA, and (iv) the adoption of resolutions of the AMMA Board of Directors authorizing the execution of this Agreement and the consummation of the Contemplated Transactions to be performed by AMMA hereunder; and

(c) resignations and/or separation and general release agreements in forms satisfactory to SCWorx, dated as of the Closing Date and effective as of the Closing executed by all officers and directors of AMMA who are not to continue as officers or directors of AMMA pursuant to Section 5.14 hereof.

8.11 SCWorx Designees. The AMMA Director Resignees shall have resigned from the AMMA Board of Directors and the SCWorx Designees shall have been appointed to the AMMA Board of Directors to serve until the balance of the term of the AMMA Director Resignees.

8.12 Fairness Opinion. AMMA shall have provided SCWorx with an opinion of Cassel Salpeter & Co., LLC, financial advisor to AMMA, to the effect that the consideration to be issued by AMMA to the SCWorx Stockholders in the Exchange is fair to AMMA from a financial point of view, pursuant to Section 3.24.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to the Closing Date (whether before or after adoption of this Agreement by the SCWorx Stockholders or whether before or after approval of the AMMA Stockholder Matters by the AMMA Stockholders, as applicable, unless otherwise specified below):

(a) by mutual written consent duly authorized by the Boards of Directors of AMMA and SCWorx;

(b) by either AMMA or SCWorx if the Exchange shall not have been consummated by December 3, 2018 (the "Outside Date"); provided that if the AMMA Shares do not qualify for an exemption from the registration and prospectus delivery requirements of the Securities Act, the equivalent state "blue-sky" laws, the Outside Date shall be extended by two (2) months; and provided, further, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to SCWorx, on the one hand, or to AMMA, on the other hand, if such Party's action or failure to act has been a principal cause of the failure of the Exchange to occur on or before the Outside Date and such action or failure to act constitutes a breach of this Agreement;

(c) by either AMMA or SCWorx if a court of competent jurisdiction or other Governmental Body has issued a final and nonappealable order, decree or ruling, or has taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the Exchange;

(d) by AMMA if the Required SCWorx Stockholder Vote shall not have been obtained by the Outside Date; provided, however, that once the Required SCWorx Stockholder Vote has been obtained, AMMA may not terminate this Agreement pursuant to this Section 9.1(d);

(e) by either AMMA or SCWorx if (i) the AMMA Stockholders' Meeting (including any adjournments and postponements thereof) has been held and completed and the AMMA Stockholders have taken a final vote on the AMMA Stockholder Matters and (ii) the AMMA Stockholder Matters have not been approved at the AMMA Stockholders' Meeting (or any adjournment or postponement thereof) by the Required AMMA Stockholder Vote; provided, however, that the right to terminate this Agreement under this Section 9.1(e) shall not be available to AMMA where the failure to obtain the Required AMMA Stockholder Vote has been caused by the action or failure to act of AMMA and such action or failure to act constitutes a material breach by AMMA of this Agreement;

(f) by SCWorx (at any time prior to obtaining the Required AMMA Stockholder Vote) if any of the following events have occurred: (i) AMMA failed to include the AMMA Board Recommendation in the Proxy Statement; (ii) the AMMA Board of Directors have approved, endorsed or recommended any Acquisition Proposal; (iii) AMMA has failed to hold the AMMA Stockholders' Meeting within 60 calendar days of the mailing of the Proxy Statement (other than to the extent that the Proxy Statement is subject to any stop order or proceeding (or threatened proceeding by the SEC) seeking a delay with respect to the Proxy Statement, in which case such 60-calendar day period shall be tolled for the earlier of thirty (30) calendar days or so long as such SEC mandated delay remains in effect or such proceeding or threatened proceeding remains pending); (iv) AMMA has entered into any Acquisition Agreement (other than a confidentiality agreement permitted pursuant to Section 4.5); or (v) AMMA or any of its Representatives has willfully and intentionally breached the provisions set forth in Section 4.5;

(g) by AMMA (at any time prior to the approval of the Exchange by the Required SCWorx Stockholder Vote) if any of the following events have occurred: (i) the SCWorx Board of Directors (i) failed to provide the SCWorx Board Recommendation to the SCWorx Stockholders; (ii) the SCWorx Board of Directors have approved, endorsed or recommended any Acquisition Proposal; (iii) SCWorx has entered into any Acquisition Agreement (other than a confidentiality agreement permitted pursuant to Section 4.5); or (iv) SCWorx or any of its Representatives has willfully and intentionally breached the provisions set forth in Section 4.5 of the Agreement;

(h) by SCWorx, upon a breach of any representation, warranty, covenant or agreement on the part of AMMA set forth in this Agreement, or if any representation or warranty of AMMA has become inaccurate, in either case such that the conditions set forth in Section 8.1 or Section 8.2 would not be satisfied; provided, however, that if such inaccuracy in AMMA's representations and warranties or breach by AMMA is curable by AMMA, then this Agreement shall not terminate pursuant to this Section 9.1(h) as a result of such particular breach or inaccuracy unless such breach remains uncured 15 calendar days following the date of written notice from SCWorx to AMMA of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(h); provided further, however, that no termination may be made pursuant to this Section 9.1(h) solely as a result of the failure to obtain the Required AMMA Stockholder Vote (in which case, termination must be made pursuant to Section 8.1(e));

(i) by AMMA, upon a breach of any representation, warranty, covenant or agreement on the part of SCWorx set forth in this Agreement, or if any representation or warranty of SCWorx has become inaccurate, in either case such that the conditions set forth in Section 7.1 or Section 7.2 would not be satisfied; provided, however, that if such inaccuracy in SCWorx's representations and warranties or breach by SCWorx is curable by SCWorx, then this Agreement shall not terminate pursuant to this Section 9.1(i) as a result of such particular breach or inaccuracy unless such breach remains uncured 15 calendar days following the date of written notice from AMMA to SCWorx of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(i); provided further, however, that no termination may be made pursuant to this Section 9.1(i) solely as a result of the failure to obtain the Required SCWorx Stockholder Vote (in which case, termination must be made pursuant to Section 9.1(d);

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give a notice of such termination to the other Party specifying the provisions hereof pursuant to which such termination is made and the basis therefor described in reasonable detail.

9.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall be of no further force or effect; provided, however, that (i) this Section 9.2, Section 9.3, and Article 10 shall survive the termination of this Agreement and shall remain in full force and effect, and (ii) the termination of this Agreement shall not relieve any Party for its fraud or from any liability for any willful and material breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement.

9.3 Expenses; Termination Fees.

(a) Except as set forth in this Section 9.3, all fees and expenses incurred in connection with this Agreement and the Contemplated Transactions shall be paid by the Party incurring such expenses, whether or not the Exchange is consummated; provided, further, that AMMA shall pay for all fees and expenses incurred by engagement of any Exchange Agent and in relation to the printing (e.g., paid to a financial printer) and filing with the SEC of the Proxy Statement (including any financial statements and exhibits) and any amendments or supplements thereto.

(i) If this Agreement is terminated by AMMA or SCWorx pursuant to Section 9.1(f) and, at any time before the AMMA Stockholders' Meeting, an Acquisition Proposal with respect to AMMA has been publicly announced, disclosed or otherwise communicated to the AMMA Board of Directors, then AMMA shall pay to SCWorx, within 10 Business Days after termination, a nonrefundable fee in an amount equal to $75,000 (the "SCWorx Termination Fee"), which such SCWorx Termination Fee shall be payable in cash, in addition to any amount payable to SCWorx pursuant to Section 9.3(b) or Section 9.3(c).

(ii) If (A) this Agreement is terminated by AMMA pursuant to Section 9.1(d) or Section 9.1(g), (B) at any time before obtaining the Required SCWorx Stockholder Vote an Acquisition Proposal with respect to SCWorx has been publicly announced, disclosed or otherwise communicated to the SCWorx Board of Directors, and (C) in the event this Agreement is terminated pursuant Section 9.1(d), within 12 months after the date of such termination, SCWorx enters into a definitive agreement with respect to a Subsequent Transaction or consummates a Subsequent Transaction, then SCWorx shall pay to AMMA, within 10 Business Days after termination (or, if applicable, upon the earlier of such entry into a definitive agreement with respect to a Subsequent Transaction or consummation of a Subsequent Transaction), a nonrefundable fee in an amount equal to $75,000 (the "AMMA Termination Fee "), which such AMMA Termination Fee may be payable in cash, in addition to any amount payable to AMMA pursuant to Section 9.3(c) or Section 9.3(d).

(b) (i) If this Agreement is terminated by SCWorx pursuant to Section 9.1(f) or Section 9.1(h), or (ii) in the event of a failure of SCWorx to consummate the transactions to be consummated at the Closing solely as a result of a AMMA Material Adverse Effect as set forth in Section 8.3 (provided, that at such time all of the other conditions precedent to AMMA's obligation to close set forth in Article 6 and Article 7 of this Agreement have been satisfied by SCWorx, are capable of being satisfied by SCWorx or have been waived by AMMA), then AMMA shall reimburse SCWorx for all reasonable fees and expenses incurred by SCWorx in connection with this Agreement and the transactions contemplated hereby, including: (A) all fees and expenses incurred in connection with the preparation, printing and filing, as applicable, of the Proxy Statement (including any preliminary materials related thereto and all amendments and supplements thereto, as well as any financial statements and schedules thereto), excluding legal fees and expenses; and (B) all fees and expenses incurred in connection with the preparation and filing under any filing requirement of any Governmental Body applicable to this Agreement and the transactions contemplated hereby; provided, however, the fees and expenses for clauses (A) and (B) above (collectively referred to as the "Third-Party Expenses") shall be capped at a maximum of $50,000 for such Third-Party Expenses; plus (C) reimbursement of all fees and expenses of SCWorx's legal counsel in connection with preparation of the Proxy Statement ("Proxy Statement Expenses"). Such payment shall be made by wire transfer of same-day funds within 10 Business Days following the date on which SCWorx submits to AMMA true and correct copies of reasonable documentation supporting such Third-Party Expenses and Proxy Statement Expenses.

(c) (i) If this Agreement is terminated by AMMA pursuant to Section 9.1(d), Section 9.1(g), or Section 9.1(i), or (ii) in the event of a failure of AMMA to consummate the transactions to be consummated at the Closing solely as a result of a SCWorx Material Adverse Effect as set forth in Section 7.3 (provided, that at such time all of the other conditions precedent to SCWorx's obligation to close set forth in Article 6 and Article 8 of this Agreement have been satisfied by AMMA, are capable of being satisfied by AMMA or have been waived by SCWorx), then SCWorx shall reimburse AMMA for all Third-Party Expenses incurred by AMMA up to a maximum of $50,000, plus reimbursement of all fees and expenses of AMMA's legal counsel in connection with preparation of the Proxy Statement by wire transfer of same-day funds within 10 Business Days following the date on which AMMA submits to SCWorx true and correct copies of reasonable documentation supporting such Third-Party Expenses and Proxy Statement Expenses.

(d) If either Party fails to pay when due any amount payable by such Party under Section 9.3(b), Section 9.3(c), or Section 9.3(d), then (i) such Party shall reimburse the other Party for reasonable costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection with the collection of such overdue amount and the enforcement by the other Party of its rights under this Section 8.3, and (ii) such Party shall pay to the other Party interest on such overdue amount (for the period commencing as of the date such overdue amount was originally required to be paid and ending on the date such overdue amount is actually paid to the other Party in full) at a rate per annum equal to the "prime rate" (as (as published in the Wall Street Journal)) in effect on the date such overdue amount was originally required to be paid.

(e) The Parties agree that the payment of the fees and expenses set forth in this Section 9.3, subject to Section 9.2, shall be the sole and exclusive remedy of each Party following a termination of this Agreement under the circumstances described in this Section 9.3, it being understood that in no event shall either AMMA or SCWorx be required to pay fees or damages payable pursuant to this Section 9.3 on more than one occasion. Subject to Section 9.2, the payment of the fees and expenses set forth in this Section 9.3, and the provisions of Section 10.10, each of the Parties and their respective Affiliates will not have any liability, will not be entitled to bring or maintain any other claim, action or proceeding against the other, shall be precluded from any other remedy against the other, at law or in equity or otherwise, and shall not seek to obtain any recovery, judgment or damages of any kind against the other (or any partner, member, shareholder, director, officer, employee, Subsidiary, Affiliate, agent or other Representative of such Party) in connection with or arising out of the termination of this Agreement, any breach by any Party giving rise to such termination or the failure of the Contemplated Transactions to be consummated. Each of the Parties acknowledges that (i) the agreements contained in this Section 9.3, are an integral part of the Contemplated Transactions, (ii) without these agreements, the Parties would not enter into this Agreement and (iii) any amount payable pursuant to this Section 9.3, is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Parties in the circumstances in which such amount is payable.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 SCWorx Indemnification.

(a) Survival. All representations and warranties of SCWorx contained in this Agreement shall survive the Closing Date and will remain operative and in full force and effect for twelve (12) months following the Closing Date. Subject to the limitations set forth in this Section 10.1, from and after the Closing, the SCWorx Stockholders listed on Appendix B (the "Majority SCWorx Stockholders"), on a joint and several basis, agree to indemnify and hold harmless AMMA, its officers, directors, members, managers, employees, subsidiaries and affiliates (each, an "AMMA Indemnified Party") from and against any and all claims, damages, losses, actions, suits, proceedings, demands, assessments, adjustments, payments, costs and expenses including, without limitation, reasonable legal fees (collectively, "Losses") related to or arising out of any breach by SCWorx of any representation or warranty given or made by SCWorx in this Agreement or any other document executed by it pursuant hereto any and all actions, suits, claims or legal, administrative, arbitrative, governmental or other proceedings or investigations against any AMMA Indemnified Party arising out of such breach. Any Losses payable hereunder by the Majority SCWorx Stockholders shall, at the option of the Majority SCWorx Stockholders, be paid exclusively in such number of shares of AMMA Common Stock equal to the quotient of (i) the amount of Losses *divided by* (ii) the closing price of AMMA Shares used for the calculation of the Exchange Ratio (per Exhibit B).

(b) Limitations. Except for claims for Losses based on fraud, no claim for indemnification of an AMMA Indemnified Party under Section 10.1(a) may be made by an AMMA Indemnified Party against the Majority SCWorx Stockholders unless and until the aggregate of all such claims exceeds a threshold of $50,000, after which the AMMA Indemnified Party may only recover its Losses represented by such claims in excess of such threshold. The maximum aggregate liability of the Majority SCWorx Stockholders to the AMMA Indemnified Parties hereunder shall not exceed $1,000,000. For the sole purpose of determining the amount of any claims under this Section 10.1 (and not for determining whether or not any breaches of representations or warranties have occurred), any representation or warranty of SCWorx shall not be deemed qualified by any references to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

10.2 Non-Survival of Representations and Warranties. Except as provided in Section 10.1, the representations and warranties of SCWorx, AMMA and the SCWorx Stockholders contained in this Agreement or any certificate or instrument delivered pursuant to this Agreement shall terminate at the Closing Date, and only the covenants that by their terms survive the Closing Date and this Section 10.2 shall survive the Closing Date.

10.3 Amendment. This Agreement may be amended with the approval of the respective Boards of Directors of SCWorx and AMMA at any time (whether before or after obtaining the Required AMMA Stockholder Vote or the Required SCWorx Stockholder Vote); provided, however, that after any such adoption and approval of this Agreement by a Party's shareholders, no amendment shall be made, which by applicable Legal Requirement requires further approval of the shareholders of such Party, without the further approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of SCWorx and AMMA.

10.4 Waiver.

(a) No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.5 Entire Agreement; Counterparts; Exchanges by Facsimile. This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all Parties by facsimile or electronic transmission in PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

10.6 Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or suit between any of the Parties arising out of or relating to this Agreement or any of the Contemplated Transactions: (a) each of the Parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware; (b) if any such action or suit is commenced in a state court, then, subject to applicable Legal Requirements, no Party shall object to the removal of such action or suit to any federal court located in the District of Delaware; and (c) each of the Parties irrevocably waives the right to trial by jury.

10.7 Attorneys' Fees. In any action at law or suit in equity to enforce this Agreement or the rights of any of the Parties under this Agreement, the prevailing Party in such action or suit shall be entitled to receive a reasonable sum for its attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

10.8 Assignability; No Third Party Beneficiaries. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and assigns; provided, however, that neither this Agreement nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of each other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such Party without each other Party's prior written consent shall be void and of no effect. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than (a) the Parties and (b) the D&O Indemnified Parties to the extent of their respective rights pursuant to Section 5.8) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.9 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail, by courier or express delivery service, electronic mail, or by facsimile to the address, electronic mail address, or facsimile telephone number set forth beneath the name of such Party below (or to such other address, electronic mail address, or facsimile telephone number as such Party has specified in a written notice given to the other Parties):

if to AMMA:

Alliance MMA, Inc.
590 Madison Ave.
New York, NY 10022
with a copy to:

The Nossiff Law firm, LLP300 Brickstone sq., Suite 201
Andover, MA 01810
Attention: John G. Nossiff, Esq.
Email: jnossiff@nossiff-law.com

if to SCWorx or the SCWorx Stockholders:

SCWorx Corp.
980 N. Federal Highway, Suite 304
Boca Raton, FL 33432

with a copy to:

Zysman, Aharoni, Gayer and Sullivan & Worcester LLP
1633 Broadway
New York, NY 10019
Facsimile No.: (212) 660-3001
Attention: Oded Har Even, Esq.
E-Mail: ohareven@zag-sw.com

10.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination will have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

10.11 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity, and each of the Parties waives any bond, surety or other security that might be required of any other Party with respect thereto.

10.12 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections,” “Articles,” “Exhibits” and “Schedules” are intended to refer to Sections or Articles of this Agreement and Exhibits and Schedules to this Agreement, respectively.

(e) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

[Remainder of page intentionally left blank]

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

ALLIANCE MMA, INC.

By: _____
Name: _____
Title: _____

SCWORX CORP.

By: _____
Name: _____
Title: _____

[SCWORX STOCKHOLDERS SIGNATURE PAGES FOLLOWS]

SCWORX STOCKHOLDERS

/s/ Mark E. Munro
Mark E. Munro

/s/ Marc S. Schessel
Marc S. Schessel

/s/ Double02 LLC
Double02 LLC

/s/ Riverside Merchant Partners
Riverside Merchant Partners

/s/ Zachary Hirsch
Zachary Hirsch

/s/ RDW Capital LLC
RDW Capital LLC

/s/ Osher Capital Partners LLC
Osher Capital Partners LLC

/s/ Michael Ference
Michael Ference

/s/ Thomas Rose
Thomas Rose

/s/ Harry Loannou
Harry Loannou

/s/ Dominion Capital LLC
Dominion Capital LLC

/s/ Adam Stern
Adam Stern

/s/ M2B Funding Corporation
M2B Funding Corporation

/s/ Lawrence Sands
Lawrence Sands

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

"2016 Plan" has the meaning set forth in Section 3.4(b).

"Acquisition Agreement" has the meaning set forth in Section 4.5(a).

"Acquisition Inquiry" means, with respect to a Party, an inquiry, indication of interest or request for information (other than an inquiry, indication of interest or request for information made or submitted by SCWorx, on the one hand, or AMMA, on the other hand, to the other Party) that would reasonably be expected to lead to an Acquisition Proposal with such Party.

"Acquisition Proposal" means, with respect to a Party, any offer or proposal, whether written or oral (other than an offer or proposal made or submitted by or on behalf of SCWorx or any of its Affiliates, on the one hand, or by or on behalf of AMMA or any of its Affiliates, on the other hand, to the other Party) made by a third party contemplating or otherwise relating to any Acquisition Transaction with such Party.

"Acquisition Transaction" means any transaction or series of transactions involving:

(a) any merger, consolidation, amalgamation, share exchange, business combination, issuance of securities, acquisition of securities, reorganization, recapitalization, tender offer, exchange offer or other similar transaction: (i) in which a Party is a constituent corporation; (ii) in which a Person or "group" (as defined in the Exchange Act and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than 20% of the outstanding securities of any class of voting securities of a Party or any of its Subsidiaries; or (iii) in which a Party or any of its Subsidiaries issues securities representing more than 20% of the outstanding securities of any class of voting securities of such Party or any of its Subsidiaries;

(b) any sale, lease, exchange, transfer, license, acquisition or disposition of any business or businesses or assets that constitute or account for 20% or more of the consolidated book value or the fair market value of the assets of a Party and its Subsidiaries, taken as a whole (other than any lease, exchange, transfer, license, disposition, partnership, or collaboration involving less than substantially all of the assets of SCWorx pursuant to a collaboration agreement, partnership agreement or similar arrangement); or

(c) any tender offer or exchange offer, that if consummated would result in any Person beneficially owning 20% or more of the outstanding equity securities of a Party or any of its Subsidiaries.

"Affiliates" has the meaning for such term as used in Rule 145 under the Securities Act.

"Agreement" has the meaning set forth in the Preamble as it may be amended from time to time.

"Allocation Certificate" has the meaning set forth in Section 1.7.

"Anti-Corruption/AML Laws" mean the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Anti-Kickback Act of 1986, as amended, the U.S. Domestic Bribery Statute (18 U.S.C. Section 201), the U.S. Travel Act (18 U.S.C. Section 1952), the UK Bribery Act of 2010, the UK Proceeds of Crime Act 2002, the USA PATRIOT Act, and other anti-bribery, anti-corruption, anti-kickback, anti-money laundering, anti-terrorist financing, anti-fraud, anti-embezzlement, or conflict of interest Laws in all of the jurisdictions in which the Acquired Corporations have operations, including the Anti-Bribery Laws of the People's Republic of China or any applicable Laws of similar effect, and the related regulations and published interpretations thereunder.

"AMMA" has the meaning set forth in the Preamble.

"AMMA 401(k) Plan" has the meaning set forth in Section 5.7(d).

"AMMA 409A Plan" has the meaning set forth in Section 3.15(n).

"AMMA Affiliate" means any Person that is or has been in the six year period ending with the Closing Date under common control with AMMA within the meaning of Sections 414(b), (c), (m) and (o) of the Code, and the regulations issued thereunder, or Sections 4001(a)(14) or 4001(b)(1) of ERISA, and the regulations issued thereunder.

"AMMA Associate" means any current or former employee, independent contractor, officer or director of AMMA, any of its Subsidiaries or any Affiliate of AMMA.

"AMMA Audited Financial Statements" means the audited consolidated financial statements included in AMMA's Report on Form 10-K filed with the SEC for the period ended December 31, 2017.

"AMMA Board Adverse Recommendation Change" has the meaning set forth in Section 5.3(b).

"AMMA Board of Directors" means the board of directors of AMMA.

"AMMA Board Recommendation" has the meaning set forth in Section 5.3(b).

"AMMA Capital Stock" means AMMA Shares.

"AMMA Contract" means any Contract: (a) to which AMMA or any AMMA Subsidiary is a Party; or (b) by which AMMA or any AMMA Subsidiary or any AMMA IP Rights or any other asset of AMMA or its Subsidiaries is bound or under which AMMA or any AMMA Subsidiary has any obligation.

"AMMA Disclosure Schedule" has the meaning set forth in Article 3.

"AMMA Director Resignees" has the meaning set forth in Section 5.14.

"AMMA Employee(s)" has the meaning set forth in Section 3.15(a).

"AMMA Employee Plan" has the meaning set forth in Section 3.15(c).

"AMMA IP Rights" means all Intellectual Property owned, licensed or controlled by AMMA that is necessary or used in the business of AMMA as presently conducted or as presently proposed to be conducted).

"AMMA IP Rights Agreement" means any instrument or agreement governing, related or pertaining to any AMMA IP Rights.

"AMMA Leases" has the meaning set forth in Section 3.8.

"AMMA Indemnified Party" has the meaning set forth in Section 10.1(a).

"AMMA Material Adverse Effect" means any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of the AMMA Material Adverse Effect, is or would reasonably be expected to be materially adverse to, or has or would reasonably be expected to have or result in a material adverse effect on: (a) the business, condition (financial or otherwise), capitalization, assets, operations or financial performance of AMMA and its Subsidiaries taken as a whole; or (b) the ability of AMMA to consummate the Contemplated Transactions or to perform any of its covenants or obligations under the Agreement in all material respects; provided, however, that Effects from the following shall not be deemed to constitute (nor shall Effects from any of the following be taken into account in determining whether there has occurred) a AMMA Material Adverse Effect: (i) any rejection by a Governmental Body of a registration or filing by AMMA relating to the AMMA IP Rights; (ii) conditions generally affecting the industries in which AMMA and its Subsidiaries participate or the United States or global economy or capital markets as a whole, to the extent that such conditions do not have a disproportionate impact on AMMA and its Subsidiaries taken as a whole; (iii) any failure of AMMA or any AMMA Subsidiary to meet internal projections or forecast, third-party revenue or earnings predictions or any change in the price or trading volume of AMMA Shares (it being understood, however, that any Effect causing or contributing to any such failure to meet projections or predictions or any change in stock price or trading volume may constitute a AMMA Material Adverse Effect and may be taken into account in determining whether a AMMA Material Adverse Effect has occurred); (iv) the execution, delivery, announcement or performance of the obligations under this Agreement or the announcement, pendency or anticipated consummation of the Exchange; (v) any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof; or (vi) any changes (after the date of this Agreement) in GAAP or applicable Legal Requirements.

"AMMA Material Contract" has the meaning set forth in Section 3.10(a).

"AMMA Options" means options to purchase AMMA Shares issued or granted by AMMA.

"AMMA Shares" has the meaning set forth in Section 3.4(a).

"AMMA Outstanding Shares Certificate" has the meaning set forth in Section 1.11(a).

"AMMA Permits" has the meaning set forth in Section 3.12(b).

"AMMA Registered IP" means all AMMA IP Rights that are registered, filed or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights and registered trademarks and all applications for any of the foregoing.

"AMMA SEC Documents" shall have the meaning set forth in Section 3.5(a).

"AMMA Service Providers" has the meaning set forth in Section 3.15(c).

"AMMA Shares" has the meaning set forth in the Recitals.

"AMMA Stockholder" means each holder of AMMA Capital Stock as determined immediately prior to the Closing Date, and "AMMA Stockholders" means all AMMA Stockholders.

"AMMA Stockholder Matters" has the meaning set forth in Section 5.3(a).

"AMMA Stockholders' Meeting" has the meaning set forth in Section 5.3(a).

"AMMA Stockholders' Meeting Notice" has the meaning set forth in Section 5.1(a).

"AMMA Subsidiaries" has the meaning set forth in Section 3.1(a).

"AMMA Termination Fee" has the meaning set forth in Section 9.3(b)(ii).

"AMMA Unaudited Interim Balance Sheet" means the unaudited consolidated balance sheet of AMMA for the period ended June 30, 2018 delivered to SCWorx on or about the date hereof.

"Business Day" means any day other than a day on which banks in the State of New York are authorized or obligated to be closed.

"Certificate of Exchange" has the meaning set forth in Section 1.3.

"Certifications" has the meaning set forth in Section 3.5(a).

"Closing" has the meaning set forth in Section 1.2.

"Closing Date" has the meaning set forth in Section 1.2.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, as set forth in Section 4980B of the Code and Part 6 of Title I, Subtitle B of ERISA.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means the Confidentiality Agreement, dated May 15, 2018, between SCWorx and AMMA.

"Consent" means any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

"Contemplated Transactions" means the Exchange, the Reverse Split, and the other transactions and actions contemplated by the Agreement.

"Contract" shall, with respect to any Person, mean any written agreement, contract, subcontract, lease (whether real or personal property), mortgage, understanding, arrangement, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature to which such Person is a party or by which such Person or any of its assets are bound or affected under applicable law.

"D&O Indemnified Parties" has the meaning set forth in Section 5.8(a).

"DGCL" means the General Corporation Law of the State of Delaware.

"Effect" means any effect, change, event, circumstance, or development.

"Encumbrance" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"Entity" means any corporation (including any non-profit corporation), partnership (including any general partnership, limited partnership or limited liability partnership), joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or Entity, and each of its successors.

"Environmental Law" means any federal, state, local or foreign Legal Requirement relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange" has the meaning set forth in Section 1.1.

"Exchange Agent" has the meaning set forth in Section 1.7(a).

"Exchange Consideration" has the meaning set forth in Section 1.5(a)(ii).

"Existing AMMA D&O Policies" has the meaning set forth in Section 3.17(b).

"Existing SCWorx D&O Policies" has the meaning set forth in Section 2.16(b).

"Former AMMA Associates" has the meaning set forth in Section 5.7(c).

"GAAP" has the meaning set forth in Section 2.5(a).

"Governmental Authorization" means any: (a) permit, license, certificate, franchise, permission, variance, exceptions, orders, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Body.

"Governmental Body" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including NASDAQ and the Financial Industry Regulatory Authority).

"Hazardous Materials" means any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Law, including crude oil or any fraction thereof, and petroleum products or by-products.

"Intellectual Property" means (a) United States, foreign and international patents, patent applications, including provisional applications, statutory invention registrations, invention disclosures and inventions, (b) trademarks, service marks, trade names, domain names, URLs, trade dress, logos and other source identifiers, including registrations and applications for registration thereof, (c) copyrights, including registrations and applications for registration thereof, and (d) software, formulae, customer lists, trade secrets, know-how, confidential information and other proprietary rights and intellectual property, whether patentable or not.

"IRS" means the United States Internal Revenue Service.

"Knowledge" means, with respect to an individual, that such individual is actually aware of the relevant fact or such individual would reasonably be expected to know such fact in the ordinary course of the performance of the individual's employee or professional responsibility. Any Person that is an Entity shall have Knowledge if any officer or director of such Person as of the date such Knowledge is imputed has Knowledge of such fact or other matter.

"Legal Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"Legal Requirement" shall mean any federal, state, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (or under the authority of the NASDAQ Stock Market or the Financial Industry Regulatory Authority).

"Liability" has the meaning set forth in Section 2.11.

"Losses" has the meaning set forth in Section 10.1(a).

"Multiemployer Plan" means (a) a "multiemployer plan," as defined in Section 3(37) or 4001(a)(3) of ERISA, or (b) a plan which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (a).

"Multiple Employer Plan" means (a) a "multiple employer plan" within the meaning of Section 413(c) of the Code, or a "multiple employer welfare arrangement," within the meaning of Section 3(40) of ERISA, or (b) a plan which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (a).

"NASDAQ" has the meaning set forth in the Recitals.

"Nasdaq Listing Application" has the meaning set forth in Section 5.11.

"Ordinary Course of Business" means, in the case of each of SCWorx and AMMA and for all periods, such actions taken in the ordinary course of its normal operations and consistent with its past practices, and for periods following the date of this Agreement consistent with its operating plans delivered to the other Party pursuant to Section 5.1(c)(i); provided, however, that during the Pre-Closing Period, (a) the Ordinary Course of Business of each Party shall also include any actions expressly required or permitted by this Agreement, including the Contemplated Transactions, and (b) the Ordinary Course of Business for SCWorx shall also include (i) actions undertaken in connection with preparing to become a SEC reporting company listed on the NASDAQ Capital Market and (ii) actions required to engage with one or more third parties regarding a potential lease, exchange, transfer, license, disposition, partnership, or collaboration involving less than substantially all of the assets of SCWorx pursuant to a collaboration agreement, partnership agreement or similar arrangement.

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

"Party" or "Parties" means SCWorx, AMMA and the SCWorx Stockholders.

"Person" means any individual, Entity or Governmental Body.

"Personal Information" has the meaning set forth in Section 3.9(i).

"Pre-Closing Period" has the meaning set forth in Section 4.1.

"Previously Terminated AMMA Associate " means a AMMA Associate whose employment or service with AMMA, any of its Subsidiaries, or any AMMA Affiliate terminated prior to the date of this Agreement.

"Proxy Statement" means the proxy statement to be furnished to the SEC and addressed to the AMMA Stockholders in connection with the approval of the AMMA Stockholder Matters and in connection with the AMMA Stockholders' Meeting.

"Proxy Statement Expenses" has the meaning set forth in Section 10.3(c).

"Representatives" means directors, officers, other employees, agents, attorneys, accountants, investment bankers, advisors and representatives.

"Required AMMA Stockholder Vote" has the meaning set forth in Section 3.2(b).

"Required SCWorx Stockholder Vote" has the meaning set forth in Section 2.2(b).

"Reverse Split" means a reverse stock split of all outstanding AMMA Shares at a reverse stock split ratio in the range mutually agreed to by AMMA and SCWorx which (i) shall be reasonably sufficient to insure that at the Closing AMMA meets the original listing qualifications of the Nasdaq Capital Market and (ii) agreed upon by the AMMA Board of Directors.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as it may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"SCWorx" has the meaning set forth in the Preamble.

"SCWorx 409A Plan" has the meaning set forth in Section 2.14(k).

"SCWorx Affiliate " means any Person that is or has been in the six year period ending with the Closing Date under common control with SCWorx within the meaning of Sections 414(b), (c), (m) and (o) of the Code, and the regulations issued thereunder, or Sections 4001(a)(14) or 4001(b)(1) of ERISA, and the regulations issued thereunder.

"SCWorx Associate " means any current or former employee, independent contractor, officer or director of SCWorx, any of its Subsidiaries or any Affiliate of SCWorx.

"SCWorx Audited Financials" has the meaning set forth in Section 2.5(a).

"SCWorx Board of Directors" means the board of directors of SCWorx.

"SCWorx Capital Stock" means the SCWorx Common Stock.

"SCWorx Common Stock" has the meaning set forth in Section 2.4(a).

"SCWorx Contract" means any Contract: (a) to which SCWorx is a Party; or (b) by which SCWorx or any SCWorx IP Rights or any other asset of SCWorx or its Subsidiaries is bound or under which SCWorx has any obligation.

"SCWorx Designees" has the meaning set forth in Section 5.14.

"SCWorx Disclosure Schedule" has the meaning set forth in Article 2.

"SCWorx Employee Plan" has the meaning set forth in Section 2.14(a).

"SCWorx Financials" has the meaning set forth in Section 2.5(a).

"SCWorx IP Rights" means all Intellectual Property owned, licensed or controlled by SCWorx that is necessary or used in the business of SCWorx and its Subsidiaries as presently conducted or as presently proposed to be conducted.

"SCWorx IP Rights Agreement" means any instrument or agreement governing, related or pertaining to any SCWorx IP Rights.

"SCWorx Leases" has the meaning set forth in Section 2.8.

"SCWorx Lock-up Signatories" means each of the directors and officers of SCWorx.

"SCWorx Material Adverse Effect" means any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of the SCWorx Material Adverse Effect, is or would reasonably be expected to be materially adverse to, or has or would reasonably be expected to have or result in a material adverse effect on: (a) the business, condition (financial or otherwise), capitalization, assets, operations or financial performance of SCWorx and its Subsidiaries taken as a whole; or (b) the ability of SCWorx to consummate the Contemplated Transactions or to perform any of its covenants or obligations under the Agreement in all material respects; provided, however, that Effects from the following shall not be deemed to constitute (nor shall Effects from any of the following be taken into account in determining whether there has occurred) a SCWorx Material Adverse Effect: (i) any rejection by a Governmental Body of a registration or filing by SCWorx relating to the SCWorx IP Rights; (ii) conditions generally affecting the industries in which SCWorx and its Subsidiaries participate or the United States or global economy or capital markets as a whole, to the extent that such conditions do not have a disproportionate impact on SCWorx and its Subsidiaries taken as a whole; (iii) any failure by SCWorx to meet internal projections or forecasts on or after the date of this Agreement (it being understood, however, that any Effect causing or contributing to any such failure to meet projections or forecasts may constitute a SCWorx Material Adverse Effect and may be taken into account in determining whether a SCWorx Material Adverse Effect has occurred); (iv) the execution, delivery, announcement or performance of the obligations under this Agreement or the announcement, pendency or anticipated consummation of the Exchange; (v) any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof; or (vi) any changes (after the date of this Agreement) in GAAP or applicable Legal Requirements.

"SCWorx Material Contract(s)" has the meaning set forth in Section 2.10(a).

"SCWorx Permits" has the meaning set forth in Section 2.12(b).

"SCWorx Registered IP" means all SCWorx IP Rights that are registered, filed or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights and registered trademarks and all applications for any of the foregoing.

"SCWorx Shares" has the meaning set forth in the Recitals.

"SCWorx Stock Certificate" has the meaning set forth in Section 1.6.

"SCWorx Stockholder" has the meaning set forth in the Preamble.

"SCWorx Stockholder Matters" has the meaning set forth in Section 2.2(a).

"SCWorx Stockholder Written Consent(s)" has the meaning set forth in Section 2.2(b).

"SCWorx Termination Fee" has the meaning set forth in Section 9.3(b)(i).

"SCWorx Unaudited Financials" shall mean the unaudited balance sheet, statement of operations, cash flows and shareholders' equity of SCWorx for the six months ended June 30, 2018, provided to AMMA prior to the date of this Agreement.

"Stockholder Litigation" has the meaning set forth in Section 6.19.

"Subsequent Transaction" means any Acquisition Transaction (with all references to 20% in the definition of Acquisition Proposal being treated as references to 50% for these purposes).

"Subsidiary" means an Entity of which another Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities of other interests in such Entity that is sufficient to enable such Person to elect at least a majority of the members of such Entity's board of directors or other governing body, or (b) at least 50% of the outstanding equity, voting, beneficial or financial interests in such Entity.

"Superior Offer" means an unsolicited, bona fide written Acquisition Proposal (with all references to 20% in the definition of Acquisition Transaction being treated as references to 50% for these purposes) made by a third party that (a) was not obtained or made as a direct or indirect result of a breach of (or in violation of) this Agreement; and (b) is on terms and conditions that the AMMA Board of Directors or the SCWorx Board of Directors, as applicable, determines, in its reasonable, good faith judgment, after obtaining and taking into account such matters that its Board of Directors deems relevant following consultation with its outside legal counsel and financial advisor, if any (i) is more favorable, from a financial point of view, to the AMMA Stockholders or the SCWorx Stockholders, as applicable, than the terms of the Exchange; and (ii) is reasonably capable of being consummated; provided, however, that any such offer shall not be deemed to be a "Superior Offer" if (A) any financing required to consummate the transaction contemplated by such offer is not committed and is not reasonably capable of being obtained by such third party or (B) if the consummation of such transaction is contingent on any such financing being obtained.

"Tax" means any federal, state, local, foreign or other tax, including any income tax, franchise tax, capital gains tax, gross receipts tax, value-added tax, surtax, estimated tax, unemployment tax, national health insurance tax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax, payroll tax, customs duty, alternative or add-on minimum or other tax of any kind whatsoever, and including any fine, penalty, addition to tax or interest, whether disputed or not, attributable thereto or to the failure to timely or properly file any Tax Return.

"Tax Return" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information, and any amendment or supplement to any of the foregoing, filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

"Tax Treatment" has the meaning set forth in Section 5.12(a).

"Terminated AMMA Associate Payments" has the meaning set forth in Section 5.7(c).

"Terminated AMMA Associates" has the meaning set forth in Section 5.7(a).

"Termination Permits" has the meaning set forth in Section 5.7(a).

"Third-Party Expenses" has the meaning set forth in Section 9.3(c).

"Transfer Taxes" has the meaning set forth in Section 5.12(c).

"Treasury Regulations" means the United States Treasury regulations promulgated under the Code.

"WARN Act" means the United States Worker Adjustment and Retraining Notification Act of 1988, as amended.

EXHIBIT B

Calculation of Exchange Ratio and Adjustment

The 74,626,866 Acquisition Shares to be issued to SCWorx Stockholders pursuant to Section 1.1(b) assumes a $0.67 price per AMMA Share on the Closing Date and is based on a valuation of $50 million for the Acquisition Shares. In the event that on the Closing Date, the closing price per AMMA Share is less than $0.67, the number of Acquisition Shares issuable to the SCWorx Stockholders shall be proportionally adjusted such that the SCWorx Stockholders shall receive such number of Acquisition Shares equal to $50 million divided by the closing price per AMMA Share on the Closing Date. For illustrative purposes only, if, on the Closing Date, the closing price per AMMA Share equals $0.50, then the number of Acquisition Shares issuable at Closing shall total 100,000,000. There shall be no adjustment to the number of Acquisition Shares in the event the closing price per AMMA Share on the Closing Date is greater than $0.67.

ANNEX A

SCWorx Stockholders

Mark E. Munro
Marc S. Schessel
Double02 LLC
Riverside Merchant Partners
Zachary Hirsch
RDW Capital LLC
Osher Capital Partners LLC
Michael Ference
Thomas Rose
Harry Loannou
Dominion Capital LLC
Adam Stern
M2B Funding Corporation
Lawrence Sands

ANNEX B

Majority SCWorx Stockholders

Mark Munro and Marc Schessel

Exhibit 10.5

AGREEMENT
CFFC

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Michael Constantino, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated September 30, 2016 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in Appendix A (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated September 30, 2016 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire to settle all legal disputes and claims, separate and terminate the Employment Agreement, and the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Warranties**. The Company warrants that it has the authority to enter into this Agreement; that it has full and complete title free and clear of any encumbrances or liens; that there are no claims, actions, arbitrations, or investigations now pending or threatened against the Acquired Assets or the business being transferred; that there are no brokers owed any commissions related to this transaction; that all known liabilities, including taxes, have been disclosed; and that all known contracts have been disclosed.

3. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA.

4. **Termination of APA.** The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

5. **Termination of Employment Agreement.** The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

6. **Transfer of Acquired Asset.** The Promoter does hereby convey to the Company all its right, title and interest in and to the tradename "Cage Fury Fighting Championships" ("CFFC").

7. **Legal Settlement.** In settlement of any and all legal disputes, the Employment Agreement, and the APA, the Company will pay the Promoter a total of $129,800. The Promoter understands the payment will occur in two tranches, the first payment of $25,000 is due within 3 business days of the first corporate financing, anticipated to be completed by August 8, 2018, and the remaining $104,800 is due within 10 business days of a secondary corporate financing, currently anticipated to be October 12, 2018. For avoidance of doubt, if either of the afore mentioned corporate financings occur earlier than anticipated, the Company will utilize this date in determining the payment to the promoter.

   Additionally, the Company will issue the Promoter a stock option award for 75,000 NQL stock options with a life of five (5) years issued with an exercise price equivalent to the closing price per the NASDAQ Capital Markets on the business day both parties endorse this agreement.

8. **Voting Agreement.** The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

9. **Deposit of Company Funds.** The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

10. **Cooperation.** Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

11. **Release of Company.** Subject to the terms and conditions set forth in this Agreement, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge both Ivy Equity and the Company as well as its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

12. **Release of Promoter.** Subject to the terms and conditions set forth in this Agreement, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest, and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement, nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

13. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

14. **Indemnity.** The Company hereby agrees to indemnify, defend and hold the Promoter (including its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest) harmless from and against any liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including without limitation, reasonable attorneys', accountants' and/or consultants' fees and expenses, and court costs, including punitive, indirect, consequential, or other similar damages (collectively, "Losses") that relate in any way or arise out of the representations and warranties made by the Company herein. Further, The Company agrees to indemnify the Promoter to the fullest extent permitted by Delaware Law and its organizational documents against claims and liabilities arising during the course of Promoter's employment by the Company, provided that such claims and liabilities are not caused by the Promoter's gross negligence, willful misconduct or violation of law. The Company represents and warrants that its interest in and to the Acquired Assets is fully transferable and upon execution of this Agreement, the Promoter shall receive legal and beneficial title to all of the Acquired Assets free and clear of all Encumbrances (as that term is defined in the APA). The Company hereby agrees to indemnify, defend and hold the Promoter harmless from any Losses relating in any way to a breach of the foregoing representation and warranty in the preceding sentence. Notwithstanding anything herein to the contrary, the Company shall have no obligation to indemnify the Promoter in connection with any Losses that were proximately caused by the Promoter's own action or inaction.

15. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

17. **Binding Effect.** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

18. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

19. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

20. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement.

21. **Common Stock.** The employment of the Promoter terminated effective May 31, 2018 ("Termination Date"). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company. The shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter's status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promoter:

/s/ Michael Constantino
Michael Constantino

Exhibit 10.6

AGREEMENT
HFC

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Danielle Vale, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated September 30, 2016 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in Appendix A (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated September 30, 2016 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire (i) to separate and terminate the Employment Agreement and (ii) return to the Promoter the Acquired Assets currently owned by the Company and terminate the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Transfer of Acquired Assets.** The Company does hereby convey to the Promoter all of its right, title and interest in and to the those Acquired Assets still owned by the Company, which assets are listed in the APA.

3. **Liabilities.** Promoter is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of the Company of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Acquired Assets, the business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, taxes, warranty or personal injury claims accrued prior to the closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of the Company. Notwithstanding the foregoing, on the closing date, Promoter shall assume and agrees to timely pay, perform and discharge the following Liabilities of the Company (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the closing date under the assumed contracts, other than any Liability arising out of or relating to a breach by Company of any assigned contract that occurred prior to the closing date; and

(b) all Liabilities or other claims related to the business, that arise from acts performed by Promoter after the closing date or that arise from ownership and operation of the Acquired Assets and business after the closing date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

4. **Warranties.** The Company warrants that it has the authority to enter into this Agreement; that it has full and complete title free and clear of any encumbrances or liens; that there are no claims, actions, arbitrations, or investigations now pending or threatened against the Acquired Assets or the business being transferred; that there are no brokers owed any commissions related to this transaction; that all known liabilities, including taxes, have been disclosed; and that all known contracts have been disclosed.

5. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA.

6. **Termination of APA.** The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

7. **Termination of Employment Agreement** The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

8. **Voting Agreement** The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

9. **Deposit of Company Funds.** The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

10. **Cooperation.** Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

11. **Release of Company.** Subject to the terms and conditions set forth in this Agreement, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge both Ivy Equity and the Company as well as its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

12. **Release of Promoter.** Subject to the terms and conditions set forth in this Agreement, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest, and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement, nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

13. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

14. **Indemnity.** The Company hereby agrees to indemnify, defend and hold the Promoter (including its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest) harmless from and against any liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including without limitation, reasonable attorneys', accountants' and/or consultants' fees and expenses, and court costs, including punitive, indirect, consequential, or other similar damages (collectively, "Losses") that relate in any way or arise out of the representations and warranties made by the Company herein. Further, The Company agrees to indemnify the Promoter to the fullest extent permitted by Delaware Law and its organizational documents against claims and liabilities arising during the course of Promoter's employment by the Company, provided that such claims and liabilities are not caused by the Promoter's gross negligence, willful misconduct or violation of law. The Company represents and warrants that its interest in and to the Acquired Assets is fully transferable and upon execution of this Agreement, the Promoter shall receive legal and beneficial title to all of the Acquired Assets free and clear of all Encumbrances (as that term is defined in the APA). The Company hereby agrees to indemnify, defend and hold the Promoter harmless from any Losses relating in any way to a breach of the foregoing representation and warranty in the preceding sentence. Notwithstanding anything herein to the contrary, the Company shall have no obligation to indemnify the Promoter in connection with any Losses that were proximately caused by the Promoter's own action or inaction.

15. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

17. **Binding Effect** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

18. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

19. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

20. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement.

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21. Common Stock. The employment of the Promoter terminated effective May 31, 2018 ("Termination Date"). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company. The shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter's status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promoter:

/s/ Danielle Vale
Danielle Vale

SCHEDULE A
(Description of Assets)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment)

HFC business and related trademarks

HFC website, social media and video/production content

Final Concur expense report of $4,461.78

Cash payment of $40,000 in a lump sum in conjunction with the closing of a corporate transaction anticipated to be completed in October 2018

Exhibit 10.7

AGREEMENT
Roy Englebrecht

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Roy Englebrecht, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated June 14, 2017 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in the APA (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated June 14, 2017 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire (i) to separate and terminate the Employment Agreement and (ii) return to the Promoter those Acquired Assets currently owned by the Company and terminate the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Recitals. The foregoing recitals are hereby incorporated into this Agreement.

Transfer of Acquired Assets. The Company does hereby convey to the Promoter all of its right, title and interest in and to the those Acquired Assets still owned by the Company, which assets are listed on Schedule A hereto.

Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of the Company of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Acquired Assets, the business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, taxes, warranty or personal injury claims accrued prior to the closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of the Company. Notwithstanding the foregoing, on the closing date, Promoter shall assume and agrees to timely pay, perform and discharge the following Liabilities of the Company (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the closing date under the assumed contracts, other than any Liability arising out of or relating to a breach by Company of any assigned contract that occurred prior to the closing date; and

(b) all Liabilities or other claims related to the business, that arise from acts performed by Promoter after the closing date or that arise from ownership and operation of the Acquired Assets and business after the closing date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

Warranties. The Company warrants that it has the authority to enter into this Agreement; that it has full and complete title free and clear of any encumbrances or liens; that there are no claims, actions, arbitrations, or investigations now pending or threatened against the Acquired Assets or the business being transferred; that there are no brokers owed any commissions related to this transaction; that all known liabilities, including taxes, have been disclosed; and that all known contracts have been disclosed.

AMMA Shares. Promoter shall concurrently with the execution of this Agreement retain all shares of AMMA common stock currently issued and held in escrow (collectively, the "Shares") in settlement of all balances due to promoter including but not limited to customer deposits, ticket revenue, and unpaid expense reports. Promoter shall retain any cash already paid to Promoter pursuant to the APA and pay $15,000 to Alliance within 15 days in settlement. The employment of the Promoter terminated effective May 31, 2018 ("Termination Date"). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company.

Termination of APA. The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

Termination of Employment Agreement. The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

Voting Agreement. The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

Deposit of Company Funds. The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

Cooperation. Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

Release of Company. In consideration of the above, the Promoter, including former and current affiliates, officers, directors, partners, shareholders, employees, agents, and attorneys, hereby release and forever discharge the Company and its subsidiaries, former and current officers, directors, partners, members, shareholders, employees, agents, Ivy Equity and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

Release of Promoter. In consideration of the above, the Company, including its current and former affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

Non-Disparagement. The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

Entire Agreement. The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

Binding Effect. This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

Waiver and Amendment. No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

Disputes. In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

Confidentiality. The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promotor
/s/ Roy Englebrecht

SCHEDULE A
LIST OF ASSETS
(Roy Englebrecht)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment)

Fight Club OC business and related trademarks

Including but not limited to all acquired URLs, PMMAL concept, media library, $1,000,000 Last Fighter Standing concept, all show agreements signed in 2018, all fighter contracts, constant contact database of 20,000+ emails, Fight Promoter University, all office equipment located in Fountain Valley, CA office, and all Fight Club OC equipment.

Media content including social media

Exhibit 10.8

AGREEMENT
COGA

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Joe DeRobbio along with PunchDrunk, Inc, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated September 30, 2016 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in Appendix A (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated September 30, 2016 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire (i) to separate and terminate the Employment Agreement and (ii) return to the Promoter the Acquired Assets currently owned by the Company and terminate the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Transfer of Acquired Assets.** The Company does hereby convey to the Promoter all of its right, title and interest in and to the those Acquired Assets still owned by the Company, which assets are listed in the APA.

3. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA.

4. **Termination of APA.** The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

5. **Termination of Employment Agreement.** The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

6. **Voting Agreement.** The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

7. **Deposit of Company Funds.** The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

8. **Cooperation.** Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

9. **Release of Company.** In consideration of the above, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge the Company and its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

10. **Release of Promoter.** In consideration of the above, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

11. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

12. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

13. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

14. **Binding Effect.** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

15. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

16. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

17. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement.

18. **Common Stock.** The employment of the Promoter terminated effective May 31, 2018 (“Termination Date”). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company. The shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter’s status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promoter:
/s/ Joe DeRobbio

SCHEDULE A
(Description of Assets)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment)

COGA business and related trademarks

COGA media library including photos and videos

Exhibit 10.9

AGREEMENT
V3

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Nick Harmeier, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated September 30, 2016 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in Appendix A (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated September 30, 2016 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire (i) to separate and terminate the Employment Agreement and (ii) return to the Promoter the Acquired Assets currently owned by the Company and terminate the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Transfer of Acquired Assets.** The Company does hereby convey to the Promoter all of its right, title and interest in and to the those Acquired Assets still owned by the Company, which assets are listed in the APA.

3. **Liabilities.** Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of the Company of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Acquired Assets, the business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, taxes, warranty or personal injury claims accrued prior to the closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of the Company. Notwithstanding the foregoing, on the closing date, Promoter shall assume and agrees to timely pay, perform and discharge the following Liabilities of the Company (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the closing date under the assumed contracts, other than any Liability arising out of or relating to a breach by Company of any assigned contract that occurred prior to the closing date; and

(b) all Liabilities or other claims related to the business, that arise from acts performed by Promoter after the closing date or that arise from ownership and operation of the Acquired Assets and business after the closing date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

4. **Warranties.** The Company warrants that it has the authority to enter into this Agreement; that it has full and complete title free and clear of any encumbrances or liens; that there are no claims, actions, arbitrations, or investigations now pending or threatened against the Acquired Assets or the business being transferred; that there are no brokers owed any commissions related to this transaction; that all known liabilities, including taxes, have been disclosed; and that all known contracts have been disclosed.

5. **Indemnification.** The Company agrees to indemnify Promoter from any and all liabilities for which the Company is responsible as set forth in Paragraph 3 as well as with respect to all warranties set forth in Paragraph 4.

6. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA.

7. **Termination of APA.** The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

8. **Termination of Employment Agreement.** The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

9. **Voting Agreement.** The Promoter has common stock in the Company. The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

10. **Deposit of Company Funds.** The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

11. **Cooperation.** Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

12. **Release of Company.** In consideration of the above, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge the Company and its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

13. **Release of Promoter.** In consideration of the above, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

14. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

15. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

17. **Binding Effect.** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

18. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

19. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

20. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement.

21. **Common Stock.** The employment of the Promoter terminated effective May 31, 2018 (“Termination Date”). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company. The shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter’s status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promoter:

/s/ Nick Harmeier

SCHEDULE A
(Description of Assets)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment)

V3 business and related trademarks

V3 Fight Cage

$10,000 cash to be wired within 24 hours of AMMA closing a corporate transaction anticipated to be 6/26/18

$6,775 cash to be wired within 24 hours AMMA closing a corporate transaction anticipated to be 6/26/18 for the following previous expenses:

$1,125 EMHC (ambulance)
$350 Michael Kelly check
$1,500 Skunk Workz Production
$800 McDonald Outdoor Advertising
$1,000 Flinn Broadcasting
$2,000 Concur Expenses

Exhibit 10.10

AGREEMENT
ITFS

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Scott Sheeley, with an address of _____ (the "Promoter").

RECITALS

WHEREAS, The Promoter and the Company entered into (i) that certain asset purchase agreement and amendment(s) dated December 8, 2016 ("APA"), under which the Company acquired certain assets from the Promoter, all as described in Appendix A (the "Acquired Assets");

In connection with the APA, the Promoter and the Company entered into that certain employment agreement dated December 8, 2016 pursuant to which the Promoter operated the promotional business related to the Acquired Assets ("Employment Agreement");

WHEREAS, the Company and Promoter desire (i) to separate and terminate the Employment Agreement and (ii) return to the Promoter the Acquired Assets currently owned by the Company and terminate the APA.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Transfer of Acquired Assets.** The Company does hereby convey to the Promoter all of its right, title and interest in and to the those Acquired Assets still owned by the Company, which assets are listed in the APA.

3. **Liabilities.** Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of the Company of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Acquired Assets, the business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, taxes, warranty or personal injury claims accrued prior to the closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of the Company. Notwithstanding the foregoing, on the closing date, Promoter shall assume and agrees to timely pay, perform and discharge the following Liabilities of the Company (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the closing date under the assumed contracts, other than any Liability arising out of or relating to a breach by Company of any assigned contract that occurred prior to the closing date; and

(b) all Liabilities or other claims related to the business, that arise from acts performed by Promoter after the closing date or that arise from ownership and operation of the Acquired Assets and business after the closing date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

4. **Warranties.** The Company warrants that it has the authority to enter into this Agreement; that it has full and complete title free and clear of any encumbrances or liens; that there are no claims, actions, arbitrations, or investigations now pending or threatened against the Acquired Assets or the business being transferred; that there are no brokers owed any commissions related to this transaction; that all known liabilities, including taxes, have been disclosed; and that all known contracts have been disclosed.

5. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA including escrowed shares.

6. **Termination of APA.** The APA is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

7. **Termination of Employment Agreement.** The Employment Agreement is hereby terminated and neither Company nor Promoter shall have any further rights or obligations thereunder.

8. **Voting Agreement.** The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

9. **Deposit of Company Funds.** The Promoter hereby represents and warrants to the Company that all proceeds from Company related events and activities received by or on behalf of Promoter have been deposited into Company owned bank accounts and the Promoter will continue to pursue collections of any current receivable balance recorded on the Company's books and records and will deposit those funds into the Company's bank account.

10. **Cooperation.** Promoter shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

11. **Release of Company.** Subject to the terms and conditions set forth in this Agreement, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge both Ivy Equity and the Company as well as its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

12. **Release of Promoter.** Subject to the terms and conditions set forth in this Agreement, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest, and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement, nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

13. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

14. **Indemnity.** The Company hereby agrees to indemnify, defend and hold the Promoter (including its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest) harmless from and against any liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including without limitation, reasonable attorneys', accountants' and/or consultants' fees and expenses, and court costs, including punitive, indirect, consequential, or other similar damages (collectively, "Losses") that relate in any way or arise out of the representations and warranties made by the Company herein. Further, The Company agrees to indemnify the Promoter to the fullest extent permitted by Delaware Law and its organizational documents against claims and liabilities arising during the course of Promoter's employment by the Company, provided that such claims and liabilities are not caused by the Promoter's gross negligence, willful misconduct or violation of law. The Company represents and warrants that its interest in and to the Acquired Assets is fully transferable and upon execution of this Agreement, the Promoter shall receive legal and beneficial title to all of the Acquired Assets free and clear of all Encumbrances (as that term is defined in the APA). The Company hereby agrees to indemnify, defend and hold the Promoter harmless from any Losses relating in any way to a breach of the foregoing representation and warranty in the preceding sentence. Notwithstanding anything herein to the contrary, the Company shall have no obligation to indemnify the Promoter in connection with any Losses that were proximately caused by the Promoter's own action or inaction.

15. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

17. **Binding Effect.** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

18. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

19. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

20. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement.

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21. Common Stock. The employment of the Promoter terminated effective May 31, 2018 ("Termination Date"). Accordingly, after the Termination Date, the Promoter is no longer an employee of the Company. The shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter's status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized

Promoter:

/s/ Scott Sheeley
Scott Sheeley

SCHEDULE A
(Description of Assets)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment)

ITFS business and related trademarks

Website, social media and video/production content

Lost manual paycheck for the period November 15, 2016 to December 15, 2016 for $4307.91 of which a copy is provided in Schedule B

Final Concur expense report
$946.43 ($589.32 Q meeting final & $357.71 Casino Monte)

Option award for 30,000 options at market

SCHEDULE B
(Lost Manual Pay Check)

Exhibit 10.11

AGREEMENT
SHOGUN

THIS AGREEMENT is made effective as of May 31, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022 and Shogun Fights, LLC ("Shogun"), and John Rallo ("Rallo") (Shogun and Rallo are hereinafter collectively referred to as the "Promoter").

RECITALS

WHEREAS, Rallo, Bang Time Entertainment, LLC ("Bang Time") and the Company entered into (i) that certain asset purchase agreement dated March 2016, as amended pursuant to Amendment No. 1 dated July 16, 2016 (collectively, the "APA"), under which the Company acquired certain assets from Bang Time and/or Rallo, all as described in the APA (the "Acquired Assets"); and

WHEREAS, in connection with the APA, Bang Time and the Company also entered into: (a) that certain Intellectual Property Transfer Agreement ("IP Agreement"); (b) that certain Trademark License Agreement ("License Agreement"); (c) that certain Bill of Sale, Conveyance, and Assignment ("Bill of Sale"); and (d) that certain Assignment and Assumption Agreement ("Assignment") (the APA, IP Agreement, License Agreement, Bill of Sale, and Assignment are collectively referred to herein as the "Sale Documents"); and

WHEREAS, in connection with the APA, Rallo and the Company entered into: (i) that certain employment agreement dated pursuant to which Rallo agreed to perform certain services in connection with the promotional business (the "Promotions Business") related to the Acquired Assets ("Employment Agreement") in exchange for certain wages and consideration to be paid to Rallo for at least the initial Term thereunder; and (ii) that certain Non-Competition and Non-Solicitation Agreement ("Non-Compete"); and

WHERAS, since the date of the APA, Bang Time assigned all of its rights, title, and interest, in and to all of Bang Time's assets and property, including any and all trademarks and rights under the Sale Documents, to Shogun, as its successor in interest.

WHEREAS, the Company, Shogun (individually and as successor to Bang Time), and Rallo desire (i) to terminate and rescind the Employment Agreement and Non-Compete; (ii) terminate and rescind the Sale Documents; and (iii) return to the Promoter those Acquired Assets currently owned by or in the possession of the Company.

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement

2. **Transfer of Acquired Assets.** The Company does hereby convey to Shogun, free and clear of any and all liens, claims, and/or encumbrances, all of its right, title and interest in and to any and all Acquired Assets still owned by or in the possession of the Company, including those assets listed or referred to in the APA, including but not limited to all assets referred to in the attached Exhibit A, Bill of Sale, and/or the attached Schedule A. It is the express intention of this Agreement that the Company shall have no right, title, or interest in or to any property that was at any time owned in whole or in part by Bang Time and/or the Promoter.

3. **Retention of AMMA Shares.** Promoter shall retain any cash already paid and all shares of stock already issued to Promoter pursuant to the APA. As set forth in Section 5 below, the Employment Agreement is deemed terminated as of the effective date of May 31, 2018 ("Termination Date"). Accordingly, as of the Termination Date, Rallo is no longer an employee of the Company and the shares of Common Stock currently owned by the Promoter are no longer subject to any restriction resulting from Promoter's status as an employee/officer of the Company. Accordingly, the Promoter may sell the Common Stock owned by him/her, subject to compliance with applicable federal and state securities laws, including laws related to insider trading. The Company shall cooperate, act in good faith, and provide any and all necessary documentation, related to the resale of the shares pursuant to Rule 144, and take all other such actions reasonably necessary to permit the shares to be freely transferable and marketable thereunder. The Company will prepare the required Rule 144 Attorney Opinion Letter and pay all transfer agent costs associated with the transaction.

4. **Termination of APA and Sale Documents.** The APA and all Sale Documents are hereby terminated rescinded and neither the Company nor the Promoter shall have any further rights or obligations thereunder.

5. **Termination of Employment Agreement and Non-Compete.** The Employment Agreement and Non-Compete are hereby terminated, and neither the Company nor the Promoter shall have any further rights or obligations thereunder.

6. **Issuance of Vested Unrestricted Stock Options.** The earn-out period commenced on September 30, 2016 and ended on September 29, 2017. During the earnout period, the Promoter generated sufficient profit to qualify for an Earn-Out increase in the purchase price equal to approximately $304,350 of AMMA stock (the "Earn-Out Shares"). In lieu of receiving the Earn-Out Shares and for other good and valuable consideration set forth herein, the Company hereby grants to Rallo Options to purchase the number of shares of the Company's Common Stock set forth below in the Notice of Stock Option Grant, subject to the terms and conditions set forth herein (the "Options"). The Company, including any successors and/or assigns shall be primarily responsible for the payment of any and all federal, state and local income/capital gains taxes incurred by the Promoter relating in any way to the exercise of the Options.

a. Notice of Stock Option Grant:

Optionee:	John Rallo
Date of Option Agreement:	May 31, 2018
Date of Grant:	May 31, 2018
Vesting Start Date:	June 1, 2018
Exercise Price Per Share:	$.35
Total Number of Shares Granted:	366.072
Total Exercise Price:	$128.125.20
Term/Expiration Date:	June 1, 2023

b. Vesting. The Shares subject to this Option shall all fully vest as of June 1, 2018 ("Vesting Date")

c. Termination Period. The Options may be exercised, in whole or in part, at any time(s) after the Vesting Date up to and including June 1, 2023 (the "Expiration Date").

d. Right to Exercise. The Options may be exercised all at once or over any number of multiple exercises in any number of Shares not to exceed a cumulative maximum of 366,072 Shares. The Options may be exercised for a fraction of a Share.

e. Method of Exercise. The Options shall be exercisable by written notice to the Company, which shall state the number of Shares for which the Option is being exercised and which shall be signed by the Optionee ("Exercise Notice"). The Exercise Notice shall be accompanied by payment of the applicable Exercise Price for the total number of Shares for which the Option is being exercised.

7. **Voting Agreement.** The Promoter agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock currently owned by the Promoter over which Promoter has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

8. **Deposit of Event Settlement Funds.** The Promoter hereby represents and warrants to the Company that the event settlement payment paid by the Royal Farms Arena to the Promoter for the Shogun Fights XVIII held on April 14, 2018 in the amount of S28.625.66 has been deposited into the Company bank account and the Parties agree that said deposit satisfies any and all outstanding payment obligations of the Promoter to the Company.

9. **Cooperation.** For the one-year period following the effective date of this Agreement. Promoter shall reasonably cooperate with the Company and its auditors and provide such information as the auditors may require concerning matters in which Promoter was involved, or of which Promoter had knowledge, in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018; provided, however, that the Company shall act reasonably and in good faith and shall be conscious of Promoter's time and obligation to his then current employer/business endeavors, and shall provide Promoter with reasonable advance notice of any event that will require time, response, and/or information from Promoter, and shall reimburse Promoter for reasonable out-of-pocket expenses, including travel expenses associated with any such cooperation.

10. **Release of Company.** Subject to the terms and conditions set forth in this Agreement, the Promoter, including affiliates, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge the Company and its subsidiaries, officers, directors, partners, members, shareholders, employees, agents and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for. upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement Nothing in this release shall prevent the enforcement of the provisions of this Agreement nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement.

11. **Release of Promoter.** Subject to the terms and conditions set forth in this Agreement, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge the Promoter and its officers, directors, partners, shareholders, members, employees, agents, predecessors, and succcssors-in-interest, and attorneys from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had. now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Agreement, nor be deemed to release, waive, or discharge any claims arising after the effective date of this Agreement

12. **Acknowledgment of Promoter's Continuing Ownership.** For the sake of clarity, the Company acknowledges and agrees that the Promoter has at all times been (subject to the rights and licenses granted to the Company pursuant to the Sale Documents), and shall hereafter continue to be, the sole and exclusive owner of all right, title, and interest in and to the name "Shogun Fights," the domain name www.shogunfights.com and all associated websites, all social media accounts relating to Shogun Fights, and all other intellectual property rights, copyrights, logos, trademarks, and service marks attendant with any of the above.

13. **MGM National Harbor.** The Company shall execute a letter to MGM National Harbor substantially in the form of Exhibit B informing MGM that due to decisions made by the Company's Board of Directors alone, with no fault of the Promoter or Rallo, the Company must cancel its services as the promoter of the show currently scheduled for June 23, 2018. The letter shall inform MGM that the Promoter and/or Rallo is fully authorized, in the Promoter and Rallo's sole discretion, to engage with MGM to serve as the promoter for the show upon terms and conditions acceptable to the Promoter. Rallo. and MGM. For the sake of clarity, the Promoter and Rallo are fully authorized, but not obligated, to contract directly with MGM National Harbor (and/or any of its agents or affiliates) to perform any services for or on behalf of MGM National Harbor relating to the June 23, 2018 show and/or any other show or services and the Company disclaims any rights, title or interest in any such agreements. Services, or compensation.

14. **Indemnity.** The Company hereby agrees to indemnify, defend and hold the Promoter (including its officers, directors, partners, shareholders, members, employees, agents, predecessors, and successors-in-interest) harmless from and against any liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including without limitation, reasonable attorneys', accountants' and/or consultants' fees and expenses, and court costs, including punitive, indirect, consequential, or other similar damages (collectively, "Losses") that relate in any way or arise out of the representations and warranties made by the Company herein. Further. The Company agrees to indemnity the Promoter to the fullest extent permitted by Delaware Law and its organizational documents against claims and liabilities arising during the course of Promoter's employment by the Company, provided that such claims and liabilities are not caused by the Promoter's gross negligence, willful misconduct or violation of law. The Company represents and warrants that its interest in and to the Acquired Assets is fully transferable and upon execution of this Agreement, the Promoter shall receive legal and beneficial title to all of the Acquired Assets free and clear of all Encumbrances (as that term is defined in the APA). The Company hereby agrees to indemnify, defend and hold the Promoter harmless from any Losses relating in any way to a breach of the foregoing representation and warranty in the preceding sentence. Notwithstanding anything herein to the contrary, the Company shall have no obligation to indemnify the Promoter in connection with any Losses that were proximately caused by the Promoter's own action or inaction.

15. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any disputes or litigation arising out of this Settlement Agreement shall be governed by Maryland law.

17. **Binding Effect.** This Agreement shall be binding on. and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

18. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

19. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

20. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except their counsel, accountants, upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the specific contents and terms of this Agreement. Notwithstanding the foregoing, the parties may disclose the existence of this Agreement, the fact that all of the Acquired Assets have been re-transferred to the Promoter, the fact that the Employment Agreement and Non-Compete have been terminated, and the fact that the Promoter has all rights title and interest in and to all of the Acquired Assets.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price
John Price, CFO, duly authorized
John Price 6-15-18
Promoter:

/s/ John Ral1o
John Ral1o 6-15-18

Shogun Fights

/s/ John Ral1o
By: John Rallo, Managing Member 6-15-18

SCHEDULE A
(Description of Assets)

Laptop computer

Printer

Promotion equipment (including MMA cage and related equipment

Shogun business and related trademarks

Shogun media library including photos and video

Exhibit A

BILL OF SALE

THIS BILL OF SALE dated as of May 3, 2018 is entered into by and among Shogun Fights, LLC, a Maryland limited liability company ("Buyer") and ALLIANCE MMA, INC.. a Delaware corporation ("Seller") and is delivered pursuant to. and subject to the terms of. that certain Agreement, dated as of June 15 2018 (the "Agreement"), by and among Seller. Buyer, and John Rallo, an individual and resident of the State of Maryland ("Rallo").

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Acquired Assets, still owned by or in possession of the Company, including but not limited to any and all rights, title and interest in and to any and all property that has ever previously been owned by the Buyer.

2. From time to time, as and when reasonably requested by Buyer. Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Acquired Assets.

3. This Instrument shall be governed by and construed in accordance with the internal
laws of the State of Maryland applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

4. To the extent that any provision of this Instrument is inconsistent or conflicts with the Agreement, the provisions of the Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Agreement.

5. This Instrument may be executed in any number of 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 instrument.

[Signature Page to Follow]

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF, the panics hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

ALLIANCE MMA, INC.

By: /s/ John Price
Name: John Price
Title: CFO

SHOGUN FIGHTS, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

JOHN RALLO:

/s/ John Rallo
John Rallo

EXHIBIT B
DRAFT LETTER TO MGM NATIONAL HARBOR

To Whom it May Concern:

As you may know, on or about May 23, 2018, the Board of Directors of Alliance MMA, Inc. (the "Company" voted to exit the Company's promotional, ticketing, and production business. As a result the Company must cancel and terminate its promotional agreement with MGM National Harbor relating to the show currently scheduled for June 23. 2018. Please be advised that the Company's decision had absolutely nothing to do with any action or inaction of John Rallo or Shogun Fights (collectively, the "Promoter"). To the contrary, the Promoter has at all times acted with the utmost good faith, loyalty, and diligence with respect to all shows, including but not limited to the impending June 23rd show. As a result, the Company's decision to exit and termination should not in any shed a negative light on the Promoter.

To that end, please also be advised that the Promoter has no restrictive covenant with the Company and may contract directly with MCM National Harbor with respect to the June 23rd show and/or any other shows. Therefore, to the extent MGM and the Promoter so desire, please feel free to contract directly with the Promoter on terms mutually acceptable to the Promoter and MGM.

Please feel free to contact me with any questions or concerns regarding this notice or otherwise. Again, our sincere apologies for any inconvenience that the Company's decision may cause MGM. However, we are confident that the Promoter is fully capable and experienced to successfully promote and execute the show if so desired by MGM.

Sincerely,

/s/ John Price
By: John Price
Title: CFO
Alliance MMA, Inc.

Exhibit 10.12

AGREEMENT

THIS AGREEMENT is made effective as of July 18, 2018 and between, Alliance MMA, Inc. ("Alliance" or the "Company"), with an address at 590 Madison Ave, 21st Floor, New York, New York, 10022, Robert J. Haydak (sometimes hereinafter "Haydak"), CFFC Promotions, LLC, of which Haydak is a Manager ("CFFC"), Maria Haydak (someties hereinafter "M. Haydak"), and Hoss Promotions, LLC, of which M. Haydak is a Manager ("Hoss").

RECITALS

WHEREAS, Haydak, CFFC and the Company (among others) entered into that certain asset purchase agreement dated February 23, 2016, as amended by amendment no.1 dated July 16, 2016 ("APA"), under which the Company acquired certain assets from CFFC, all as described in the APA;

WHEREAS, Hoss and the Company entered into that certain fight library copyright purchase agreement dated February 23, 2016 ("FLPA"), under which the Company acquired certain copyrights from Hoss, all as described in the FLPA (the "Fight Library")

WHEREAS, in connection with the APA, Haydak and the Company entered into that certain employment agreement dated September 30, 2016 pursuant to which Haydak became President of the Company ("Employment Agreement");

WHEREAS, the Company and Haydak desire (i) to separate and terminate the Employment Agreement and (ii) transfer to Haydak those Assets listed on Schedule A hereto;

WHEREAS, the Company, Haydak and CFFC desire to terminate the APA.

WHEREAS, the Company, M. Haydak and Hoss desire to terminate the FLPA

AGREEMENT

Now, therefore, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Transfer of Acquired Assets.** The Company does hereby convey to Haydak all of its right, title and interest in and to (i) the assets listed on Schedule A and (ii) the CFFC and Caged Fury Fighting Championship tradenames and any associated fight libraries, trademarks, service marks, copyrights, trade names, be they current or pending, along with the domain and social media accounts under said names, and the Fight Library ("Assets"). Haydak acknowledges that as of the execution hereof, he has dominion and control over the Assets and he accepts them as is, where is. The Company makes no warranty, express or implied regarding the Assets, other than said Assets are not subject to any liens. The company shall provide reasonable cooperation to Haydak regarding any action he may bring against third parties regarding any of the Assets..

3. **Retention of AMMA Shares.** Haydak shall retain any cash already paid and all shares of stock already issued to him pursuant to the APA. The employment of Haydak terminated effective February 7, 2018 ("Termination Date"). Accordingly, after the Termination Date, Haydak is no longer an employee of the Company. The shares of Common Stock currently owned by Haydak are no longer subject to any restriction resulting from his status as an employee/officer of the Company. Accordingly, Haydak may sell the Common Stock owned by him, subject to compliance with applicable federal and state securities laws, including laws related to insider trading.

4. **Termination of APA/FLPA. Each of the** APA and FLPA is hereby terminated and none of the parties thereto shall have any further rights or obligations thereunder.

5. **Termination of Employment Agreement.** The Employment Agreement is hereby terminated and neither Company nor Haydak shall have any further rights or obligations thereunder.

6. **Payment to Haydak.** In consideration of the releases and covenants contained herein, the company shall, on or before September 30, 2018, Pay Haydak the sum of $50,000 by wire transfer in accordance with the instructions set forth on Schedule B hereto.

7. **Voting Agreement.** Haydak agrees at the Company's option to either give Company management a proxy to vote or to directly vote all shares of Company common stock over which Haydak has voting control in favor of any transaction as to which the Company's Board of Directors recommends approval.

8. **Cooperation. Each of** Haydak and M. Haydak shall cooperate with the Company and its auditors and provide such information as the auditors require in connection with the preparation of interim and annual financial statements for the year ended December 31, 2018 and will respond to these requests within 24 hours.

9. **Release of Company and Related Persons.** In consideration of the above, Each of Haydak, CFFC, M. Haydak and Hoss, including their respective affiliates, spouses, officers, directors, partners, shareholders, employees, agents and attorneys, hereby release and forever discharge Ivy Equity Investors, LLC, the Company and its subsidiaries, and their respective current and former founders, promoters, officers, directors, partners, members, shareholders, employees, agents and attorneys in their official and individual capacities from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement, including without limitation under the APA, FLPA and Employment Agreement. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

10. **Release of Haydak/CFFC/M. Haydak/Hoss and Related Persons.** In consideration of the above, the Company, including its affiliates, subsidiaries, officers, directors, employees, agents and attorneys, hereby release and forever discharge each of Haydak, CFFC, M. Haydak and Hoss, and their respective current and former founders, promoters, officers, spouses, directors, partners, shareholders, members, employees, agents and attorneys in their official and individual capacities from all actions, causes of action, suits, debts, covenants, contracts, agreements, promises, trespasses, damages, payments, judgments, claims and demands whatsoever, known or unknown, which the such persons ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement, including without limitation under the APA, FLPA and Employment Agreement.. Nothing in this release shall prevent the enforcement of the provisions of this Settlement Agreement.

11. **Dismissal of Action/Consent Order.** Promptly following the execution hereof, Haydak shall file a consent order (in ofrm and substance reasonably satisfactory to the Company dismissing with prejudice the lawsuit captioned Robert J. Haydak V. Alliance MMA, Inc. Docket #1:18–CV-10822, and incorporating the terms of this agreement. The parties agree that the court shall retain jurisdiction over enforcement of this agreement.

12. **Non-Disparagement.** The Parties agree that from this time forward each Party will refrain from making to a third party any defamatory, derogatory, or disparaging statements about the other, or any person or entity associated with or representing the other.

13. **Entire Agreement.** The Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any and all prior agreements or understandings. No materials outside the body of this Agreement, either written or oral, shall constitute a part of the terms or conditions of this Agreement, except where otherwise stated herein.

14. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Any disputes or litigation arising out of this Settlement Agreement shall be governed by New York law.

15. **Binding Effect.** This Agreement shall be binding on, and shall be enforceable against, and shall inure to the benefit of the Parties to this Agreement and their respective past and present officers, directors, affiliates, member firms, subsidiaries, parents, successors, shareholders, members, partners, general partners, limited partners, principals, participating principals, managing members or other agents, management personnel, attorneys, servants, employees, representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons), spouses, estates, executors, estate administrators, heirs, and assigns.

16. **Waiver and Amendment.** No provision of or rights under this Settlement Agreement may be waived or modified unless in writing and signed by the Party whose rights are thereby waived or modified. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

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17. **Disputes.** In case any dispute shall arise under this agreement, the prevailing party shall be entitled to prompt reimbursement of reasonable legal fees incurred in connection with the enforcement of this Agreement.

18. **Confidentiality.** The Parties and their respective counsel agree to maintain in the strictest confidence and not disclose to the public, media, or any third parties (except upon order of a court or governmental body, or as required by law or for reporting to their auditors, investors or similarly interested parties under an obligation to maintain confidentiality) the contents and terms of this Agreement, provided that it is agreed that Haydak may disclose publicly that he has resumed operating under the CFFC/Caged Fury Fighting Championship tradenames.

The Parties hereto have executed this Agreement as an instrument under seal as of the date written above.

Alliance MMA, Inc.

/s/ John Price

John Price, Co-President/CFO, duly authorized

/s/ Robert J. Haydak

Robert J. Haydak

CFFC Promotions, LLC

/s/ Robert J. Haydak

Robert J. Haydak, duly authorized

/s/ Maria Haydak

Maria Haydak

Hoss Promotions, LLC

/s/ Maria Haydak

Maria Haydak, duly authorized

Schedule A
List of Assets

Asset Number	Assignment Date	Assigned To	Owner	Title	Description	Serial Number	STATUS
		Digital		@CFFCmma Instagram Account			Jason Robinett
		Digital		@CFFCmma Snapchat Account			Jason Robinett
		Digital		@CFFCmma Twitter Account			Jason Robinett
197		Brad Boulton	Alliance MMA, Inc.	16TB G-RAID Thunderbolt Enclosure	16tb G-Raid Hard Drive	DC0173100904	Good
198		Mark Chmielinski	Alliance MMA, Inc.	16TB G-RAID Thunderbolt Enclosure	16tb G-Raid Hard Drive	DC0173100260	Good
199		Mark Chmielinski	Alliance MMA, Inc.	16TB G-RAID Thunderbolt Enclosure	16TB G-RAID Thunderbolt Enclosure hard drive	DC0171300791	Good
200		Mark Chmielinski	Alliance MMA, Inc.	16TB G-RAID Thunderbolt Enclosure	16TB G-RAID Thunderbolt Enclosure hard drive	DC0171300460	Good
118	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	AAS HD-SDE-122 SDI Extender	AAS HD-SDE-122 SDI Extender	N/A	Good
178		Mark Chmielinski	Alliance MMA, Inc.	AC Adapter for CHARGER - CLEARCOM HME Lithium Ion Battery	AC Adapter for CHARGER - CLEARCOM HME Lithium Ion Battery	N/A	Good
201	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	AJA 1X6 SDI DBA	SDI Distributor and Booster	K0088525	Good
208	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	AJA HDTV SDI DBA	SDI Booster	K0108401	Good
187		Mark Chmielinski	Alliance MMA, Inc.	Alienware 17 R4 Laptop	Alienware 17 R4 Laptop for Streaming	5TMLBH2	Good
		Devon		Apparel			Good w / Devon
11001		Devon		Apparel Table Cover			Good w / Devon
202		Mark Chmielinski	Alliance MMA, Inc.	Black Magic Mini Converter SDI DBA	SDI DBA	2871507	Good
104		Mark Chmielinski	Alliance MMA, Inc.	Black Magic UltraStudio Mini Recorder	SDI/HDMI to Thunderbolt converter for live streaming using a thunderbolt laptop.	3652042	Good
		Storage		Cables / Wiring			All Good
		Digital		Cage Fury Fighting Championships Facebook Page			Jason Robinett
		Digital		Cage Fury MMA Youtube Account			Jason Robinett
11002		Devon		Cage Girl Outfits			Good w / Devon
106		Mark Chmielinski	Alliance MMA, Inc.	Canon 24-70mm Lens	Canon 24-70 mm lens for Sony FS7	4755004986	Good
119	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	CCTV HD-SDE-122-OEM SDI Distributor	CCTV HD SDI Distribution Amplifier & Extender	N/A	Good
		Digital		CFFC Broadcast Graphics Package			Good
		Digital		CFFC Complete Video Library			Good. Hard copies are safe but the Amazon back ups should be secured for redundancy.
		Digital		CFFC Event Marketing Folder (Dropbox)			Possibly good. Need to confirm.
		Digital		CFFC Google Analytics Account			Jason Robinett
		Digital		CFFC Mailchimp Account			Jason Robinett
		Digital		CFFC Stripe Account			Jason Robinett
		Digital		CFFC.tv and associated Domain Names			Jason Robinett
		Digital		CFFC.tv Hosting (Squarespace)			Jason Robinett
11003		Devon		Champion Banners			Good w/ Devon
177		Mark Chmielinski	Alliance MMA, Inc.	CHARGER - CLEARCOM HME Lithium Ion Battery	CHARGER - CLEARCOM HME Lithium Ion Battery	N/A	Good
169		Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series	N23W0097 2017-06	Good

				Wireless Intercom			
170	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0094	2017-06	Good
171	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0084	2017-06	Good
172	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0019	2017-06	Good
173	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0096	2017-06	Good
174	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0085	2017-06	Good
175	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0095	2017-06	Good
176	Mark Chmielinski	Alliance MMA, Inc.	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset	Clear-Com CC-15-MD4 Single-Ear/Noise-Cancelling Headset with Mini DIN Connector for DX Series Wireless Intercom	N23W0010	2017-06	Good
145	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W08084	2017-08	Good
146	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W06902	2017-08	Good
147	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W06384	2017-08	Good
148	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK	36W08090	2017-08	Good

				(WIRELESS)		
149	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W08088 2017-08	Good
150	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W08086 2017-08	Good
151	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W08087 2017-08	Good
152	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	CLEARCOM DX410 SYTEM BELT PACK (WIRELESS)	36W08093 2017-08	Good
179	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM DX410 WIRELESS COMM SYSTEM	CLEARCOM DX410 WIRELESS COMM SYSTEM	N/A	Good
153	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15320	Good
154	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15546	Good
155	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15088	Good
156	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG18632	Good
157	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG13354	Good
158	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15503	Good
159	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15257	Good
160	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15531	Good
161	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15303	Good
162	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG13262	Good
163	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG18536	Good
164	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG13250	Good
165	Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410	B17AUG15379	Good

166		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15341	Good
167		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG15533	Good
168		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM HME Lithium Ion Battery	CLEARCOM HME Lithium Ion Battery for DX410 Beltpacks	B17AUG13086	Good
181		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM MA-704	CLEARCOM MA-704 for IFB control	N/A	Good
180		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM MS-704 MAIN STATION	CLEARCOM MS-704 MAIN STATION	N/A	Good
182		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM PIC-4744 IFB ROUTER	CLEARCOM PIC-4744 IFB ROUTER	N/A	Good
183		Mark Chmielinski	Alliance MMA, Inc.	CLEARCOM PS-702 Power Supply	CLEARCOM PS-702 Power Supply	N/A	Good
209	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Connect Cable Test System	Multiple Cables Test System	N/A	Good
		Storage		Dell Monitor			Good
223	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Dell Monitor P2715Q	Dell Flat Panel Monitor	CN0X24K1WS20076K249L	Good
20	22/7/2017	Jason Robinett	Jason Robinett	Dell PowerEdge R620 Server	Vmware ESXi Hypervisor		TRASHED
		Storage		Drone			HAVE IT BUT BROKEN
		Storage		Editing Room TV			Good
120	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	eSYNiC SDI/HDMI Converter	eSYNiC SDI/HDMI Converter	N/A	Good
210	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	eSYNiC SDI/HDMI Converter	SDI to HDMI Converter	N/A	Good
11004		Burt Watson		Existing Glove Inventory			Burt Watson
11005		Storage		Fog Machine			? POSSIBLY IN STORAGE. NEED TO CONFIRM.
189		Mark Chmielinski	Alliance MMA, Inc.	FUJINON XA16x8A-XB8 LENS	FUJINON XA16x8A-XB8 LENS 8 - 128 mm	A62003329	Good
190		Mark Chmielinski	Alliance MMA, Inc.	FUJINON XA16x8A-XB8 LENS	FUJINON XA16x8A-XB8 LENS 8 - 128mm	A62003505	Good
191		Mark Chmielinski	Alliance MMA, Inc.	FUJINON XA16x8A-XB8 LENS	FUJINON XA16x8A-XB8 LENS 8 - 128mm	A62004796	Good
134		Brandon Harris	Alliance MMA, Inc.	G-RAID 16TB Drive	G-RAID 16TB Drive for Content backup and archiving	B475K00304	Good
225	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Genaray Overhead Camera Light	Overhead Camera Light	N/A	Good
206	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	HD CCTV SDI DBA	SDI Booster	N/A	Good
93		Mark Chmielinski	Alliance MMA, Inc.	IKAN LED Light	LED light for field and studio shooting.	408007590	Good
94		Mark Chmielinski	Alliance MMA, Inc.	IKAN LED Light	LED light for field and studio shooting.	411000222	Good
95		Mark Chmielinski	Alliance MMA, Inc.	IKAN LED Light	LED light for field and studio shooting.	410006802	Good
96		Mark Chmielinski	Alliance MMA, Inc.	IKAN LED Light	LED light for field and studio shooting.	411000219	Good
101		Mark Chmielinski	Alliance MMA, Inc.	IKAN LED Light	LED Light for field & studio shooting.	N/A Ineligible	BROKEN | TRASHED
184		Jamie Sims	Alliance MMA, Inc.	iMac Retina 5K 27 inch 2017	iMac Retina 5K 27 inch 2017	D25VH0VHJ1GQ	AT JAMIE SIMS HOME
185		Mark Chmielinski	Alliance MMA, Inc.	iMac Retina 5K 27 inch 2017	iMac Retina 5K 27 inch 2017	D25VH0GQJ1GQ	Good
11006		Storage		Large TV + Stand (70inch?)			Good
227		Sharon Carpenter	Alliance MMA, Inc.	Laser Jet Pro M402dn	Laser Jet Pro	PHBQD72830	Good

					M402dn check printer		
196		Mark Chmielinski	Alliance MMA, Inc.	LECTROSONICS IFB RECEIVER	R1a IFB RECEIVER	40602	Good
204		Mark Chmielinski	Alliance MMA, Inc.	LECTROSONICS IFB RECEIVER	IFB Receiver for Talent queuing.	40505	Good
195		Mark Chmielinski	Alliance MMA, Inc.	LECTROSONICS IFB TRANSMITTER	IFBT4 UHF Transmitter	11606	Good
203		Mark Chmielinski	Alliance MMA, Inc.	LECTROSONICS IFB TRANSMITTER	IFB Transmitter for queuing talent.	11608	Good
140	27/7/2017	Mark Chmielinski	Alliance MMA, Inc.	mac OS Sierra	Mac OS Sierra Computer	D25TH0DXGQ17	Good
141	27/7/2017	Mark Chmielinski	Alliance MMA, Inc.	mac OS Sierra	mac OS Sierra Mac Pro computer	CMVHX0HWF4MG	Good
142	27/7/2017	Mark Chmielinski	Alliance MMA, Inc.	Mac OS X Yosemite	Mac OS X Yosemite Computer	H01480ECEUH	Good
139	27/7/2017	Mark Chmielinski	Alliance MMA, Inc.	Mac Pro (Early 2008)	Mac Pro (Early 2008) computer	G88421F312K	Good
143	27/7/2017	Mark Chmielinski	Alliance MMA, Inc.	Mac Pro (mid 2012)	mac OS Sierra computer	CMVHX0HTF4MG	Good
11008		(Former Matt Cassidy)		Macbook Air			Good w/ Jason
11009		(Former Dalton Lanoza)		Macbook Air			Good
11010		(Former Brad Boulton)		Macbook Pro			Good w / Jason
11011		Storage		Macbook Pro (Audio ISO Recording Laptop)			Good
98		Mark Chmielinski	Alliance MMA, Inc.	MacBook Pro (Retina, 15-inch, Mid 2015)	2015 Macbook Pro	C02SV29DG8WL	Good
186		Mark Chmielinski	Alliance MMA, Inc.	MacBook Pro 15-inch Mid 2015	MacBook Pro 15-inch Mid 2015	C02S43NBG8WP	Good
11012		Devon		Mannequins			Good w / Devon
19	22/7/2017	Brandon Harris	Brandon Harris	Mevo Battery	Extended battery for Mevo wireless camera		Good
136		David Oblas	Alliance MMA, Inc.	Mevo Battery	Battery extender for MEVO unit	AA00308599	MISSING | Last known possesor was David Oblas
18	22/7/2017	David Oblas	Brandon Harris	Mevo Unit	Mevo wireless camera unit		Good
135		Mark Chmielinski	Alliance MMA, Inc.	Mevo Unit	Camera for Live streaming to facebook.	AA00148488	MISSING | Last known possesor was David Oblas
		Devon		Mic Flags / Covers			CFFC Mic Flags are good.
		Storage		Mice + keyboards			All Good
		Storage		Misc Hard Drives			All Good
		Storage		Misc Memory Cards			All Good
		Storage		Mixing Boards			All Good
121	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	MSC HD/SDI Distribution Amp	MSC HD/SDI Distribution Amplifier	MSC-9597	Good
		Storage		Multiple Apple Cinema Displays (3?)			2 Are Good. 1 is with JAMIE SIMS
		Storage		News Desk			Good
125		Mark Chmielinski	Alliance MMA, Inc.	NewTek 3Play 425	3Play 425 Instant Replay Unit	M1AF16490221150	Good
126		Mark Chmielinski	Alliance MMA, Inc.	NewTek 3Play 425 Control Surface	Control Surface for NewTek 3Play 425	61zzz3537255426	Good
124		Mark Chmielinski	Alliance MMA, Inc.	NewTek Tricaster 860	NewTek Tricaster 860 Live Production Switcher	NA3019019503559	Good
123	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	NewTek TriCaster TCX0850 CS	NewTek TriCaster System	J1N019847920080	Good
		Storage		Office Inkjet Printer			Good
		(Former Rob Haydak)		Office Inkjet Printer			Good w/ Burt
		Storage		Office Laser Printer			Good
		Storage		Older iMacs (x2?)			MARK
		Storage		Other new iMac			? Possibly thrown out due to it being broken. This was not new.
		Devon Mathiesen		Past Event Poster Memorabilia			Discared during office move out.
226		Mark Chmielinski	Alliance MMA, Inc.	Pelican Case 1600	Pelican case for streaming laptop and related gear.	N/A	Good
		Devon Mathiesen		Pop Up Banners			Good w / Devon

224	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	PreSonus Headset Monitor	PreSonus Audio and Headset System	HP4C12061188	Good
		VFC Trailer / ryan stoddard		Production Trailer purchased for Cage Transfer			Good w / Ryan Stoddard
108	13/7/2017	Mark Chmielinski	Alliance MMA, Inc.	RODE NTG-2 Shotgun Microphone	RODE NTG-2 Shotgun Mic	0255292	Good
109	13/7/2017	Mark Chmielinski	Alliance MMA, Inc.	RODE NTG-2 Shotgun Microphone	RODE NTG-2 Shotgun Mic	0255293	Good
83		Mark Chmielinski	Alliance MMA, Inc.	SACHTLER DV 12TB TRIPOD	SACHTLER DV 12TB TRIPOD	N/A	Good
84		Mark Chmielinski	Alliance MMA, Inc.	SACHTLER DV 12TB TRIPOD	SACHTLER DV 12TB TRIPOD	N/A	Good
85		Mark Chmielinski	Alliance MMA, Inc.	SACHTLER VIDEO 18P TRIPOD	SACHTLER VIDEO 18P TRIPOD	N/A	Good
		Devon Mathiesen		Scale			Good w / Devon
122	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SDI Splitter	SDI Splitter & Distribution Amp	N/A	Good
205	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	SDI Splitter DBA	SDI Splitter and Booster	14090000000000422	Good
212	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	SDI01 SDI to HDMI Converter	SDI to HDMI Converter	1226011393	Good
216		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Butt Plug	Microphone Wireless Transmitter	N/A	Good
219		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Butt Plug	Wireless Mic Transmitter	N/A	Good
211		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Receiver	Wireless Mic Receiver	4274049880	Good
218		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Receiver	Wireless microphone receiver	4244049346	Good
110	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Transmitter	Sennheiser ew 100 G3 Lav Mic	4284088771	Good
111	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	Sennheiser ew 100 G3 Wireless Transmitter	Sennheiser ew 100 G3 Lav Mic	4284088769	Good
89		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser HMD 26-II-600 Announcer Headset Mic	Commentator Headset Mic for live broadcasts	1037108907	Good
90		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser HMD 26-II-600 Announcer Headset Mic	Commentator Headset Mic for live broadcasts	1097109329	Good
91		Mark Chmielinski	Alliance MMA, Inc.	Sennheiser HMD 26-II-600 Announcer Headset Mic	Commentator Headset Mic for live broadcasts	1037108904	Good
92		Mark Chmielinski	Alliance MMA, Inc.	Shiny Bow 4x Video DBA	4x DBA for Composite video signal	N/A	Good
207		Mark Chmielinski	Alliance MMA, Inc.	Shure SM-58 Microphone	Stick Microphone	N/A	Good
102		Brad Boulton	Alliance MMA, Inc.	Sony A7S II Mirrorless DSLR	4K DLSR for cinematic video and photos.	3398320	Good
129		Mark Chmielinski	Alliance MMA, Inc.	Sony AC Adaptor/Charger	Charger for Sony BP-U batteries	160730039 84	Good
74		Mark Chmielinski	Alliance MMA, Inc.	SONY BC-L70 BATTERY CHARGER	SONY BC-L70 BATTERY CHARGER for PMW-350 batteries	0100289	Good
75		Mark Chmielinski	Alliance MMA, Inc.	SONY BC-L70 BATTERY CHARGER	SONY BC-L70 BATTERY CHARGER for PMW-350 batteries	0100621	Good
76		Mark Chmielinski	Alliance MMA, Inc.	SONY BC-L70 BATTERY CHARGER	SONY BC-L70 BATTERY CHARGER for PMW-350 batteries	0100623	Good
64		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019309	Good
65		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019392	Good
66		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350	0019306	Good

						Camera		
67		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019399	Good	
68		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019310	Good	
69		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019400	Good	
70		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019395	Good	
71		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019393	Good	
72		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019397	Good	
73		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-GL95 LITHIUM ION BATTERY PACK	SONY BP-GL95 LITHIUM ION BATTERY PACK for PMW-350 Camera	0019307	Good	
61		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-L90 LITHIUM ION BATTERY PACK	SONY BP-L90 LITHIUM ION BATTERY PACK for Sony PMW-350		Good	
62		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-L90 LITHIUM ION BATTERY PACK	SONY BP-L90 LITHIUM ION BATTERY PACK for PMW-350 camera		Good	
63		Mark Chmielinski	Alliance MMA, Inc.	SONY BP-L90 LITHIUM ION BATTERY PACK	SONY BP-L90 LITHIUM ION BATTERY PACK for PMW-350 Camera		Good	
128		Mark Chmielinski	Alliance MMA, Inc.	Sony BP-U30 Battery	Sony BP-U30 Battery for Sony FS7	0427750	Good	
220	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Sony BP-U30 Battery	Lithium Ion Battery Pack	20080207	Good	
221	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Sony BP-U30 Battery	Lithium Ion Battery Pack	20071126	Good	
222	17/1/2018	Mark Chmielinski	Alliance MMA, Inc.	Sony BP-U30 Battery	Lithium Ion Battery Pack	20120125	Good	
213	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	SONY BP-U60 Lithium ION Battery	Lithium ION Converter	20071001	Good	
215	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	SONY BP-U60 Lithium ION Battery	Lithium Ion Battery	20080424	Good	
		Storage		Sony EX3 Cameras (3-5?)			3 EX3's Good	
103		Brad Boulton	Alliance MMA, Inc.	Sony FE 2.8 / 24 - 70 Lens	Lens for Sony A7S II	1842366	Good	
194		Mark Chmielinski	Alliance MMA, Inc.	SONY PMW-350 BROADCAST CAMERA	SONY PWM-350 BROADCAST CAMERA for TV & Web Productions by ASM	110708	Good	
193		Mark Chmielinski	Alliance MMA, Inc.	SONY PMW-350 BROADCAST CAMERA	SONY PWM-350 BROADCAST CAMERA	112624	Good	

192		Mark Chmielinski	Alliance MMA, Inc.	SONY PMW-350 BROADCAST CAMERA	SONY PWM-350 BROADCAST CAMERA	111960	Good
107	13/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY PXW-FS7 CAMERA	SONY PXW-FS7 CAMERA	0028731	Good
114	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS PRO Memory Card	SONY SxS PRO Memory Card	N/A	Good
112	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS-1 Memory Card	SONY SxS-1 Memory Card	N/A	Good
113	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS-1 Memory Card	SONY SxS-1 Memory Card	N/A	Good
115	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS-1 Memory Card	SONY SxS-1 Memory Card	N/A	Good
116	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS-1 Memory Card	SONY SxS-1 Memory Card	N/A	Good
117	18/7/2017	Mark Chmielinski	Alliance MMA, Inc.	SONY SxS-1 Memory Card	SONY SxS-1 Memory Card	N/A	Good
77		Mark Chmielinski	Alliance MMA, Inc.	SONY VCT-14 TRIPOD PLATE	Tripod Plate for PMW-350 Cameras	4112001508	Good
78		Mark Chmielinski	Alliance MMA, Inc.	SONY VCT-14 TRIPOD PLATE	Tripod Plate for PMW-350 Camera	4112001763	Good
79		Mark Chmielinski	Alliance MMA, Inc.	SONY VCT-14 TRIPOD PLATE	Tripod Plate for PMW-350 Camera	4112001507	Good
80		Mark Chmielinski	Alliance MMA, Inc.	SONY WRT-822 WIRELESS MIC TRANSMITTER	SONY WRT-822 WIRELESS MIC TRANSMITTER for PMW-350 Cameras	300502	Good
81		Mark Chmielinski	Alliance MMA, Inc.	SONY WRT-822 WIRELESS MIC TRANSMITTER	SONY WRT-822 WIRELESS MIC TRANSMITTER for PMW-350 Camera	300476	Good
82		Mark Chmielinski	Alliance MMA, Inc.	SONY WRT-822 WIRELESS MIC TRANSMITTER	SONY WRT-822 WIRELESS MIC TRANSMITTER for PMW-350 Camera	300501	Good
130		Mark Chmielinski	Alliance MMA, Inc.	SONY XQD 128GB CARD	SONY XQD 128GB CARD for Sony FS7	N/A	Good
131		Mark Chmielinski	Alliance MMA, Inc.	SONY XQD 128GB CARD	SONY XQD 128GB CARD for Sony FS7	N/A	Good
132		Mark Chmielinski	Alliance MMA, Inc.	SONY XQD 64GB CARD	SONY XQD 64GB CARD for Sony FS7	N/A	Good
133		Mark Chmielinski	Alliance MMA, Inc.	SONY XQD 64GB CARD	SONY XQD 64GB CARD for Sony FS7	N/A	Good
127		Mark Chmielinski	Alliance MMA, Inc.	Sony XQD/SD Card Reader	Sony XQD/SD Card Reader	30010119701631	Good
11014		Devon		Step and Repeat			Good w/ N. Harmeier
11013		Storage		Studio Light Piping / Rigging			Good
11015		Storage		Studio Lighting (multiple)			Good
86		Mark Chmielinski	Alliance MMA, Inc.	Studio Technologies Model 210 Announcer's Console	On Air Announcer cough box for live broadcasts.	M210-02038	Good
87		Mark Chmielinski	Alliance MMA, Inc.	Studio Technologies Model 210 Announcer's Console	On Air announcer cough box for live broadcasts	M210-02039	Good
88		Mark Chmielinski	Alliance MMA, Inc.	Studio Technologies Model 210 Announcer's Console	On Air announcer cough box for live broadcasts.	M210-02049	Good
188		Mark Chmielinski	Alliance MMA, Inc.	Tascam DR-60DmkII	Tascam DR-60DmkII 4-Channel Portable Recorder	1720082	Good
		Storage		Teleprompter			Mark C. owns
		storage		Tracking Lights in office lobby (4 pieces)			Good
		Storage		Various Pelican travel Cases			All Good
		Storage		Various Sets of Speakers			All Good
		Storage		Video Wall			Good
568		Burt Watson		Warm Up Mats			Good w / Devon or Burt
214	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	WATSON B-4232 Battery	Lithium ION Battery	N/A	Good
217	16/1/2018	Mark Chmielinski	Alliance MMA, Inc.	WATSON B-4232 Battery	Lithium ION Battery	N/A	Good
569		Devon Mathiesen		Windows Laptop			Good w/Devon

570	(Former Rob Haydak)		Windows Laptop			Good
580	Burt Watson		Windows Laptop			Good w/ Burt
600	Scott Sheeley / ohio	40' Lighting Trust		Purchased by Mark C as part of production studio buyout	N/A	Good / w S. Sheeley

Schedule B
Wire Instructions

Exhibit 31.1

CERTIFICATION

I, John Price, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alliance MMA, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods present in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)):

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    c) Disclosed in this report any change in the registrant's internal control over financing reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 4, 2018

By: */s/* John Price
John Price
Chief Financial Officer
(Principal Accounting Officer)

Exhibit 32.1

Section 1350 CERTIFICATION

In connection with this Quarterly Report of Alliance MMA, Inc. (the "Company"), on Form 10-Q for the quarter ended June 31, 2018, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, John Price, Principal Accounting Officer of the Company, certify pursuant to 18 U.S.C. Section. 1350, as adopted pursuant to Section. 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 4, 2018

By: */s/* John Price
John Price
Principal Financial Officer
(Principal Accounting Officer)