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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): April 15, 2015

CollabRx, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35141
(Commission File Number)

68-0370244
(I.R.S. Employer Identification No.)

44 Montgomery Street, Suite 800
San Francisco, CA 94104-4811
(Address of Principal Executive Offices)

(415) 248-5350
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Merger with Medytox Solutions, Inc.

On April 15, 2015, CollabRx, Inc. ("CollabRx") entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among CollabRx, CollabRx Merger Sub, Inc., a wholly owned subsidiary of CollabRx ("Merger Sub"), and Medytox Solutions, Inc. ("Medytox"), pursuant to which it is contemplated that Merger Sub would merge with and into Medytox, with Medytox surviving the merger as a wholly owned subsidiary of CollabRx (the "Merger").

In the Merger, (i) each share of Medytox Common Stock will be converted into the right to receive such number of shares of CollabRx Common Stock equal to the Exchange Ratio (as defined in the Merger Agreement and described below), (ii) each share of Medytox Series B Preferred Stock will be converted into the right to receive one share of CollabRx Series B Preferred Stock, which will be designated prior to the closing of the Merger, (iii) each share of Medytox Series D Preferred Stock will be converted into the right to receive one share of CollabRx Series D Preferred Stock, which will be designated prior to the closing of the Merger, (iv) each share of Medytox Series E Preferred Stock will be converted into the right to receive one share of CollabRx Series E Preferred Stock, which will be designated prior to the closing of the Merger, (v) each option and warrant to purchase shares of CollabRx Common Stock will continue in existence pursuant to its terms, (vi) each restricted stock unit for CollabRx Common Stock will settle prior to the closing of the Merger in accordance with its terms, and (vii) Medytox's equity incentive plan will be assumed by CollabRx and each outstanding option to purchase shares of Medytox Common Stock will be assumed by CollabRx and converted into an option to purchase shares of CollabRx Common Stock (with proportional adjustment to the number of shares underlying the option and the exercise price, each in accordance with the Exchange Ratio). The Exchange Ratio will be calculated such that holders of CollabRx equity prior to the closing of the Merger (including all outstanding CollabRx Common Stock and all restricted stock units, options and warrants exercisable for shares of CollabRx Common Stock) will hold 10% of CollabRx's Common Stock following the closing of the Merger, and holders of Medytox equity prior to the closing of the Merger (including all outstanding Medytox Common Stock and all outstanding options exercisable for shares of Medytox Common Stock, but less certain options that will be cancelled contingent upon the closing pursuant to agreements between Medytox and such optionees) will hold 90% of CollabRx's Common Stock following the closing of the Merger, in each case on a fully diluted basis, provided, however, outstanding shares of the newly designated CollabRx Series B Preferred Stock, Series D Preferred Stock and Series E Preferred Stock, certain outstanding convertible promissory notes exercisable for CollabRx Common Stock after the closing and certain option grants expected to be made at or immediately following the closing of the Merger are excluded from such ownership percentages.

The Merger Agreement includes representations and warranties of the parties and covenants regarding the operation of the business of CollabRx prior to closing. The closing of the Merger is conditioned upon, among other things, (i) the adoption and approval of the Merger Agreement, and all of the transactions contemplated therein (including without limitation a reverse split of CollabRx's Common Stock, an increase in the number of authorized shares of CollabRx Common Stock, an increase in the number of shares available for issuance under CollabRx's 2007 Incentive Award Plan, and the filing of Certificates of Designation for new Series B, D and E Preferred Stock) by the stockholders of CollabRx and the adoption and approval of the Merger Agreement, and all of the transactions contemplated therein, by the stockholders of Medytox, (ii) the approval for listing on NASDAQ of the shares of CollabRx being issued as consideration in the Merger, (iii) the creation of a new wholly owned subsidiary of CollabRx and the contribution of all of CollabRx's assets thereto, (iv) the absence of laws or orders prohibiting the Merger, and (v) the receipt of all required consents. The obligation of each party to consummate the Merger is also conditioned upon the other party's representations and warranties being true and correct (subject to certain materiality exceptions), the other party having performed in all material respects its obligations under the Merger Agreement and the other party having not suffered a material adverse effect.

The Merger Agreement contains certain termination rights for both CollabRx and Medytox, and provides that, upon termination of the Merger Agreement under specified circumstances, either party may be required to pay the other party a termination fee in an amount equal to $1,000,000.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto and is hereby incorporated into this report by reference.

Voting and Support Agreements

In connection with the execution of the Merger Agreement, Thomas R. Mika and Medytox entered into a Parent Voting and Support Agreement dated as of April 15, 2015, whereby Mr. Mika, in his capacity as a stockholder of CollabRx, agreed to vote (i) in favor of the Merger and all of the other transactions contemplated under the Merger Agreement, including the designations of the new Series B Preferred Stock, Series D Preferred Stock and Series E Preferred Stock, the election to the board of directors of CollabRx of the individuals named in the Merger Agreement, and any other proposals in furtherance of the terms of the Merger Agreement, and (ii) against any takeover proposals or any other proposals in opposition of the Merger. Mr. Mika also granted an irrevocable proxy to Medytox or its designees to vote his shares for the foregoing purposes. Such agreement contains certain restrictions on the transferability of Mr. Mika's shares prior to the closing of the Merger and certain customary representations and warranties.

In connection with the execution of the Merger Agreement, CollabRx and certain Medytox shareholders executed a Company Voting and Support Agreement dated as of April 15, 2015, whereby such stockholders agreed to vote (i) in favor of the Merger and all of the other transactions contemplated under the Merger Agreement and any other proposals in furtherance of the terms of the Merger Agreement, and (ii) against any takeover proposals or any other proposals in opposition of the Merger. Such stockholders also granted an irrevocable proxy to CollabRx or its designees to vote their respective shares for the foregoing purposes. Such agreement contains certain restrictions on the transferability of such stockholders' shares prior to the closing of the Merger and certain customary representations and warranties.. Such Medytox shareholders hold, in the aggregate, a majority of the outstanding shares of Medytox common stock as well as all of the outstanding Series B Preferred Stock of Medytox (the "Major Medytox Stockholders").

The foregoing descriptions of the Parent Voting and Support Agreement and the Company Voting and Support Agreements do not purport to be complete and are qualified in their entirety by reference to the Parent Voting and Support Agreement and the form of Company Voting and Support Agreement, copies of which are filed as Exhibits 10.1 and 10.2 hereto and are hereby incorporated into this report by reference.

Stockholders Agreement

In connection with the execution of the Merger Agreement, CollabRx, Thomas R. Mika and the Major Medytox Stockholders also entered into a Stockholders Agreement dated as of April 15, 2015, whereby the parties agreed to take all necessary actions to (i) set the size of the board of directors of CollabRx at seven (7) members as of the effective time of the Merger, and (ii) elect to the CollabRx board two (2) directors designated by Mr. Mika, until the earliest to occur of (A) the date when Mr. Mika's equity holdings in CollabRx fall below the Minimum Equity Percentage (as defined in the Stockholders Agreement), (B) the first anniversary of the date of the agreement, and (C) the date of termination of Mr. Mika's employment with CollabRx or a subsidiary thereof. The agreement also contains customary representations and warranties and certain procedural and information rights related to the foregoing obligation to vote.

The foregoing description of the Shareholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Shareholders Agreement, a copy of which is filed as Exhibit 10.3 hereto and is hereby incorporated into this report by reference.

Item 3.03. Material Modification to Rights of Security Holders.

On March 17, 2015, prior to the execution of the Merger Agreement, CollabRx's board of directors approved an amendment (the "Amendment") to the Shareholder Rights Agreement between CollabRx (f/k/a Tegal Corporation) and Computershare Trust Company, N.A. (as successor rights agent to Registrar and Transfer Company) ("Rights Agent"), dated as of April 13, 2011 (the "Rights Agreement"). The ammendment was executed and delivered by the parties thereto as of April 15, 2015.

The Amendment, among other things, renders the Rights Agreement inapplicable to the Merger Agreement and the transactions and other agreements contemplated thereunder. The Amendment provides that the execution and delivery of the Merger Agreement and the agreements referenced therein and the consummation of the Merger and the other transactions contemplated by the Merger Agreement will not result in Medytox or its affiliates being deemed an "Acquiring Person" under the Rights Agreement. In addition, the Amendment provides that none of a "Stock Acquisition Date," a "Distribution Date," a "Section 11(a)(ii) Event" or a "Section 13 Event" (each as defined in the Rights Agreement) will occur by reason of the approval or execution of the Merger Agreement and the agreements referenced therein or the consummation of the Merger and the other transactions contemplated by the Merger Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 4.1 hereto and is hereby incorporated into this report by reference.

Item 5.02. Compensatory Arrangements of Certain Officers.

On April 13, 2015, CollabRx's Compensation Committee approved a $150,000 cash bonus to be paid to Thomas R. Mika, President, Chief Executive Officer and Acting Chief Financial Officer of CollabRx, upon the execution of the Merger Agreement.

Concurrently with the execution of the Merger Agreement, each of Mr. Mika and Clifford Baron, Chief Operating Officer of CollabRx, executed agreements, dated as of April 15, 2015, ("Agreements re Employment Termination"), acknowledging and agreeing that (i) the Merger shall not constitute a change of control under their respective employment agreements with CollabRx, (ii) their respective employment agreements with CollabRx shall automatically terminate upon the execution and delivery of a new employment agreement (the "New Employment Agreements") immediately prior to the closing of the Merger, and no severance or acceleration of vesting shall be granted in connection with such termination, and (iii) Messrs. Mika and Baron shall automatically resign as officers of CollabRx upon execution and delivery of the New Employment Agreements.

Mr. Mika's New Employment Agreement provides for a one (1) year initial term, with automatic one (1) year renewals thereafter unless written notice is provided otherwise. Pursuant to the New Employment Agreement, Mr. Mika shall become, upon the closing of the Merger, Chairman of the Board of CollabRx and President and Chief Executive Officer of "New Sub" (as defined in the Merger Agreement). Mr. Mika's New Employment Agreement further provides for a base salary of $310,000, and severance, upon termination by CollabRx without cause or by Mr. Mika for good reason, consisting of (i) two times base salary plus $266,667 plus 24 months of COBRA premiums, if the termination occurs within the first year of employment, or (ii) one times base salary plus 12 months of COBRA premiums, if the termination occurs after the first year of employment.

Mr. Baron's New Employment Agreement provides for a two (2) year initial term, with automatic one (1) year renewals thereafter unless written notice is provided otherwise. Pursuant to the New Employment Agreement, Mr. Baron shall become, upon the closing of the Merger, Vice President and Chief Operating Officer of "New Sub" (as defined in the Merger Agreement). Mr. Baron's New Employment Agreement further provides for (i) a base salary of $200,000, and (ii) severance, upon termination by CollabRx without cause or by Mr. Baron for good reason, consisting of one half (1/2) times base salary plus six (6) months of COBRA premiums plus 12 months' of acceleration of vesting, if the termination occurs within the first year of employment, or 24 months' of acceleration of vesting, if the termination occurs after the first year of employment. If the termination by CollabRx without cause or by Mr. Baron for good reason occurs within three (3) months before or 12 months after a "change of control" event, the severance payable to Mr. Baron shall instead equal one (1) times base salary plus 12 months of COBRA premiums.

The foregoing descriptions of the Agreements re Employment Termination and New Employment Agreements do not purport to be complete and is qualified in their entirety by reference to the Agreements re Employment Termination and New Employment Agreements, copies of which are filed as Exhibits 10.4 through 10.7 hereto and are hereby incorporated into this report by reference.

Item 8.01. Other Events.

Press Release

On April 16, 2015, CollabRx and Medytox issued a joint press release announcing, among other things, the execution of the Merger Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is hereby incorporated into this report by reference.

Participants in Solicitation

Medytox, CollabRx, and their respective directors, executive officers, and other employees may be deemed to be participants in the solicitation of proxies from Medytox and CollabRx stockholders with respect to the Merger. Information about Medytox's directors and executive officers is available in Medytox's annual report on Form 10−K for the year ended December 31, 2013. Information about CollabRx's directors and executive officers is available in CollabRx's annual report on Form 10-K/A for the year ended March 31, 2014. Additional information about the interests of potential participants will be included in the registration statement and proxy statement and other materials filed with the Securities and Exchange Commission (the "SEC"). These documents are available free of charge at the SEC's website at www.sec.gov, or by going to Medytox's Investors page on our corporate website at www.medytoxsolutionsinc.com or by going to CollabRx's Investors page on its corporate website at www.collabrx.com.

Additional Information

This document does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. CollabRx will file a registration statement, including a joint proxy statement of CollabRx and Medytox, and other materials with the SEC in connection with the Merger. We urge investors to read these documents when they become available because they will contain important information. Investors will be able to obtain free copies of the registration statement and proxy statement, as well as other filed documents containing information about Medytox and CollabRx, a t www.sec.gov, the SEC's website or by going to Medytox's Investors page on their corporate website at www.medytoxsolutionsinc.com or by going to CollabRx's Investors page on our corporate website at www.collabrx.com."

Item 9.01. Exhibits.

2.1	Agreement and Plan of Merger dated April 15, 2015.
4.1	Amendment to Rights Plan dated April 15, 2015.
10.1	Parent Support Agreement dated April 15, 2015 between Medytox and Thomas R. Mika.

10.2	Form of Company Support Agreement dated April 15, 2015 between CollabRx and certain Medytox stockholders identified therein.
10.3	Stockholders Agreement dated April 15, 2015 among CollabRx, Thomas R. Mika and certain Medytox stockholders identified therein.
10.4	Agreement re Termination of Employment dated April 15, 2015 among CollabRx, Medytox and Thomas R. Mika.

10.5	Agreement re Termination of Employment dated April 15, 2015 among CollabRx, Medytox and Clifford Baron.
10.6	Form of Employment Agreement among New Sub, CollabRx and Thomas R. Mika.
10.7	Form of Employment Agreement among New Sub, CollabRx and Clifford Baron.
99.1	Press Release

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 hereunto duly authorized.

The Schedules to the Agreement and Plan of Merger have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. CollabRx will furnish copies of any such Schedules to the SEC upon request.

Date: April 17, 2015

COLLABRX, INC.

By: /s/ Thomas R. Mika
Name: Thomas R. Mika
Title: President & Chief Executive Officer

Exhibit 2.1

Execution Version

Agreement And Plan Of Merger

by and among

CollabRx, Inc.,

CollabRx Merger Sub, Inc.

and

Medytox Solutions, Inc.

Dated as of April 15, 2015

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), is entered into as of April 15, 2015, by and among CollabRx, Inc., a Delaware corporation ("Parent"), CollabRx Merger Sub, Inc., a Nevada corporation and a direct wholly owned Subsidiary of Parent ("Merger Sub"), and Medytox Solutions, Inc., a Nevada corporation (the "Company" and, collectively with Parent and Merger Sub, the "Parties").

RECITALS

WHEREAS, the Parties desire to enter into a strategic business combination transaction pursuant to which Merger Sub will be merged with and into the Company, with the Company surviving the merger on the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Directors of the Company (the "Company Board") has, subject to the terms and conditions set forth in this Agreement, unanimously (a) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Agreement with Parent and Merger Sub, (b) approved the execution, delivery and performance of this Agreement and the consummation of the strategic business combination transaction contemplated hereby, including the Merger (defined below), and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the stockholders of the Company;

WHEREAS, the respective Boards of Directors of Parent (the "Parent Board") and Merger Sub have, subject to the terms and conditions set forth in this Agreement, unanimously approved this Agreement, and have determined that it is advisable and in the best interests of their respective companies and stockholders to consummate the strategic business combination transaction provided for in this Agreement, and the Parent Board has determined to recommend to the stockholders of Parent, among other things, that they approve the issuance of shares of common stock, par value $0.01 per share, of Parent (the "Parent Common Stock") in connection with the strategic business combination transaction provided for in this Agreement (the "Parent Share Issuance");

WHEREAS, the Parties intend for federal income tax purposes that the Merger shall qualify (a) as a reorganization under the provisions of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code and (b) as a tax-free contribution of the Company Common Stock to the Parent in exchange for the Parent Common Stock in a transaction governed by Section 351 of the Code, and that this Agreement shall constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations (the "Tax-Free Reorganization/Contribution");

WHEREAS, in connection with the execution and delivery of this Agreement by the Parties, each of the Key Company Stockholders has entered into a Support Agreement (each, a "Company Support Agreement") dated as of the date of this Agreement with Parent and Merger Sub, pursuant to which each of the applicable Company stockholders has agreed, among other things, to vote all of the Company Capital Stock beneficially owned by it in favor of the adoption of this Agreement, the Merger and the other transactions contemplated by this Agreement, on the terms and subject to the conditions set forth in such Company Support Agreement;

WHEREAS, in connection with the execution and delivery of this Agreement by the Parties, each of the Key Parent Stockholders has entered into a Support Agreement (each, a "Parent Support Agreement") dated as of the date of this Agreement with the Company, pursuant to which each of the applicable stockholders of Parent has agreed, among other things, to vote all of the Parent Common Stock beneficially owned by it in favor of approval of the Parent Proposals (defined below), on the terms and subject to the conditions set forth in such Parent Support Agreement;

WHEREAS, in connection with the execution and delivery of this Agreement by the Parties, each of Parent, the Key Company Stockholders and Key Parent Stockholders identified in Appendix A has entered into the Post-Merger Stockholders Agreement dated as of the date of this Agreement;

WHEREAS, in connection with the Closing, the employee of Parent identified in Appendix B (the "Key Employee") shall execute and deliver to Parent or the applicable Subsidiary of Parent the New Employment Agreement dated as of the Closing Date;

WHEREAS, immediately following the Effective Time, the Parent Common Stock outstanding immediately prior to the Effective Time, on a Fully Diluted Basis, shall comprise ten percent (10%) of the Closing Capitalization; and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and the transactions contemplated by this Agreement and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Nevada Revised Statutes (the "NRS"), Merger Sub shall be merged with and into the Company at the Effective Time (the "Merger"). Following the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue its corporate existence under the NRS as the surviving corporation in the Merger and a wholly owned Subsidiary of Parent (the "Surviving Corporation"). As a result of the Merger, the Company Common Stock and Company Stock Options outstanding immediately prior to the Effective Time, on a Fully Diluted Basis (but excluding Company Preferred Stock and the D&D Convertible Note), shall be converted into shares of Parent Common Stock or options to purchase shares of Parent Common Stock comprising an aggregate of ninety percent (90%) of the Closing Capitalization; provided, however, that such percentage shall be decreased for any Company Dissenting Shares, as further provided in Sections 1.8 and 1.9 below.

Section 1.2 Closing. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the "Closing") will take place at 10:00 a.m. on the date that is no later than three (3) Business Days following the satisfaction or (subject to applicable Law) waiver of the conditions set forth in Article VII (excluding conditions that, by their nature, cannot be satisfied until the Closing Date, but subject to the fulfillment or waiver of those conditions), unless another time or date is agreed to by the Parties (the actual time and date of the Closing being referred to herein as the "Closing Date"). The Closing shall be held at the offices of Akerman LLP, One Southeast Third Avenue, 25th Floor, Miami, Florida 33131, or at such other place as the Parties may agree.

Section 1.3 Effective Time. As soon as practicable on the Closing Date, the Company shall (a) file articles of merger (the "Articles of Merger") in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the NRS, and (b) make all other filings or recordings required under the NRS in connection with the Merger. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Nevada Secretary of State or at such subsequent time as Parent and the Company may agree and as shall be specified in the Articles of Merger (the date and time the Merger becomes effective being the "Effective Time").

Section 1.4 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth herein and in the applicable provisions of the NRS. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, and duties of the Surviving Corporation.

Section 1.5 Bylaws. At the Effective Time, the bylaws of the Surviving Corporation shall be amended so as to read in their entirety as the bylaws of the Merger Sub as in effect immediately prior to the Effective Time, except the references to Merger Sub's name shall be replaced by references to "Medytox Solutions, Inc." until thereafter changed or amended in accordance with the terms thereof, the certificate of incorporation of the Surviving Corporation, or as provided by applicable Law (subject to Section 6.7(b)).

Section 1.6 Articles of Incorporation. At the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended so as to read in its entirety as the articles of incorporation of the Merger Sub as in effect immediately prior to the Effective Time, except the references to Merger Sub's name shall be replaced by references to "Medytox Solutions, Inc." until thereafter amended in accordance with the terms thereof or as provided by applicable Law (subject to Section 6.7(b)).

Section 1.7 Directors and Officers. The directors and officers of Merger Sub shall be the individuals specified in Section 1.7 of the Company Disclosure Letter (as such provision of the Company Disclosure Letter may be amended by the Company from time to time prior to the Effective Date upon written notice to Parent), in each case, immediately prior to the Effective Time. Such individuals shall be the directors and officers of the Surviving Corporation, in each case, from and after the Effective Time until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

Section 1.8 Effect on Capital Stock.

(a) At the Effective Time, as a result of the Merger and without any action on the part of the holder thereof, each share of common stock, par value $0.0001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time, shall be converted into one validly issued, fully paid and non-assessable share of common stock, par value $0.0001 per share, of the Surviving Corporation.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value $0.0001 per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (but excluding any shares cancelled under Section 1.8(g)), shall be converted into and shall thereafter represent the right to receive the number of validly issued, fully paid and non-assessable shares of Parent Common Stock based on and equal to the Exchange Ratio (collectively with any shares of Parent Capital Stock to be issued pursuant to clauses (c), (d) and (e) of this Section 1.8 and Section 2.4, the "Merger Consideration"). For purposes of this Agreement, (i) the "Exchange Ratio" means (A) nine (9) *multiplied by* the Parent Effective Time Shares, (B) *divided by* the Company Select Effective Time Shares, (ii) the "Parent Effective Time Shares" means the number of shares of Parent Common Stock issued and outstanding immediately prior to the Effective Time (but after the Parent Reverse Split) on a Fully Diluted Basis (for the avoidance of doubt, the Post-Closing Parent Stock Options and the New Preferred Shares are excluded from the Parent Effective Time Shares), and (iii) "Company Select Effective Time Shares" means the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (but after the Company Option Cancellation) on a Fully Diluted Basis, but excluding the D&D Convertible Note and the Company Preferred Stock. For the avoidance of doubt, Company Select Effective Time Shares excludes the Post-Closing Company Stock Options.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Series B Non-Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series B Shares"; and, each holder of Series B Shares, a "Series B Shareholder") issued and outstanding immediately prior to the Effective Time (but excluding any Series B Shares cancelled under Section 1.8(g)), shall be converted into and shall thereafter represent the right to receive one validly issued, fully paid and non-assessable share of Series B Convertible Preferred Stock of Parent, par value $0.01 per share (the "New Series B Shares").

(d) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Series D Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series D Shares" and, each holder of Series D Shares, a "Series D Shareholder") issued and outstanding immediately prior to the Effective Time (but excluding any Series D Shares cancelled under Section 1.8(g)), shall be converted into and shall thereafter represent the right to receive one validly issued, fully paid and non-assessable share of Series D Convertible Preferred Stock of Parent, par value $0.01 per share (the "New Series D Shares").

(e) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Series E Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series E Shares" and, each holder of Series E Shares, a "Series E Shareholder") issued and outstanding immediately prior to the Effective Time (but excluding any Series E Shares cancelled under Section 1.8(g)), shall be converted into one validly issued, fully paid and non-assessable share of Series E Convertible Preferred Stock of Parent, par value $0.01 per share (the "New Series E Shares; and, collectively with the New Series B Shares and the new Series E Shares, the "New Preferred Shares").

(f) As a result of the Merger and without any action on the part of the holders thereof, at the Effective Time, all shares of outstanding Company Capital Stock shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate or certificates which immediately prior to the Effective Time represented shares of Company Capital Stock ("Capital Stock Certificates") or book-entry shares which immediately prior to the Effective Time represented shares of Company Capital Stock ("Capital Stock Book-Entry Shares") shall thereafter cease to have any rights with respect to such shares of Company Capital Stock except as provided herein or by Law.

(g) Each share of Company Capital Stock owned by Parent, Merger Sub or any of their Subsidiaries or held by the Company or any of its Subsidiaries (including any shares held in the treasury of the Company) at the Effective Time shall, by virtue of the Merger, cease to be outstanding and shall be canceled and retired and no stock of Parent or other consideration shall be delivered in exchange therefor.

Section 1.9 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Capital Stock (whether in certificated or book-entry form) issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares in accordance with the applicable provisions of Sections 92A.300 through 92A.500 of the NRS (such shares of Company Capital Stock being referred to collectively as the "Company Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the NRS with respect to such shares) shall not be converted into a right to receive the Merger Consideration, but instead shall be entitled to only such rights as are granted by Sections 92A.300 through 92A.500 of the NRS; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to Sections 92A.300 through 92A.500 of the NRS or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Sections 92A.300 through 92A.500 of the NRS, such holder's Company Dissenting Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with Section 1.8, without interest thereon, upon surrender of the Capital Stock Certificate formerly representing such Company Dissenting Shares or transfer of the Capital Stock Book-Entry Shares, as applicable. The Company shall provide Parent written notice of any demands received by the Company for appraisal of shares of Company Capital Stock, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time that relates to such demand, and the Company shall have the opportunity and right to direct all negotiations and proceedings with respect to such demands; provided, that Parent shall have the right to consent to any final resolution of such demands, which consent shall not be unreasonably withheld, conditioned or delayed. Except with the prior written consent of Parent, which shall not be unreasonably withheld, conditioned or delayed, the Company shall not make any payment with respect to, or settle or offer to settle, any such demands.

Section 1.10 Parent Stock Options and Other Derivative Securities . Prior to the Effective Time, Parent shall take such actions as may be necessary to assume and continue the existence of each and every option and warrant to purchase shares of Parent Capital Stock ("Parent Stock Options") outstanding and unexercised at such time. The terms and conditions governing such options and warrants shall remain unchanged, including without limitation with respect to vesting schedule. Prior to the Effective Time, Parent shall take such actions as may be necessary to cause each and every restricted stock unit of Parent to settle prior to the Effective Time in accordance with its terms.

Section 1.11 Company Stock Options .

(a) By virtue of the Merger, Parent shall assume the Company Stock Plans and each option to purchase shares of Company Common Stock under the applicable Company Stock Plans or independent of the Company Stock Plans that is outstanding immediately prior to the Effective Time, whether or not then vested or exercisable (collectively, the "Company Stock Options") shall, automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by Parent and shall be converted, at the Effective Time, into an option to purchase shares of Parent Common Stock (a "Converted Parent Stock Option"), on substantially the same terms and conditions as were applicable to such Company Stock Option immediately before the Effective Time (including expiration date, vesting conditions, and exercise provisions, but taking into account any changes thereto, including the acceleration thereof, provided for in the Company Stock Plans, in an award agreement or in such Company Stock Option by reason of this Agreement or the transactions contemplated herein), except that: (i) each Converted Parent Stock Option shall have an exercise price per share of Parent Common Stock equal to the exercise price per share of Company Common Stock underlying such Company Stock Option immediately prior to the Effective Time divided by the Exchange Ratio, rounded, if necessary, up to the nearest whole cent; and (ii) the number of shares of Parent Common Stock which shall be subject to each such Converted Parent Stock Option shall be the number of shares of Company Common Stock subject to each Company Stock Option immediately prior to the Effective Time, multiplied by the Exchange Ratio, rounded, if necessary, down to the nearest whole share of Parent Common Stock; provided, however, that notwithstanding anything to the contrary in this Agreement, in all cases such conversion shall be effected in a manner consistent with the requirements of Section 424(a) of the Code (as modified by Section 409A of the Code with respect to Company Stock Options that are not intended to qualify as "incentive stock options" within the meaning of Section 422 of the Code). For the avoidance of doubt, the term Company Stock Options shall not include the Cancelled Company Options, which shall be cancelled pursuant to an agreement between the Company and each holder thereof prior to the Effective Time.

(b) Prior to the Effective Time, the Parent Board (or the appropriate committee thereof) and the Company Board (or the appropriate committee thereof) shall take such action and adopt such resolutions as are required to effectuate the treatment of the Company Stock Options pursuant to the terms of this Section 1.11, and to take all actions reasonably required to effectuate any provision of this Section 1.11, including (i) the Parent Board (or the appropriate committee thereof) shall take all corporate action necessary or advisable to assume and continue the Company Stock Plans subject to any amendment or termination in accordance with the terms of such plans; (ii) the Parent Board (or the appropriate committee thereof) shall take all corporate action necessary or advisable to reserve for issuance a sufficient number of shares of Parent Common Stock for delivery upon exercise of a Converted Parent Stock Option; (iii) the Company Board (or the appropriate committee thereof) shall take all corporate action necessary or advisable to ensure that, after the Effective Time, neither the Company nor the Surviving Corporation will be required to deliver shares of Company Common Stock or any other capital stock to any person pursuant to or in settlement of Company Stock Options; and (iv) the Company Board shall approve the cancellation of the Cancelled Company Options.

(c) As soon as practicable following the Effective Time, Parent shall file a Form S-8 registration statement (or such other appropriate form), or a post-effective amendment to a registration statement previously filed under the Securities Act, with respect to the shares of Parent Common Stock available for grant and delivery under the Company Stock Plans from and after the Effective Time and shall use its commercially reasonable efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectus contained therein) for so long as such shares are available for grant and delivery under the Company Stock Plans.

Section 1.12 Certain Adjustments. Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Time, the outstanding shares of Parent Common Stock or Company Capital Stock are changed into a different number of shares or different class of capital stock of the Company by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or distribution paid in stock, the Exchange Ratio and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change. For the avoidance of doubt, the formulation of the Exchange Ratio set forth in Section 1.8(b) takes into account the prior occurrence of the Parent Reverse Split.

Section 1.13 Tax Consequences. For federal income tax purposes, the Merger is intended to constitute a Tax-Free Reorganization/Contribution and the Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) of the Treasury Regulations.

ARTICLE II
EXCHANGE OF SHARES

Section 2.1 Exchange Agent. Prior to the Effective Time, Parent shall appoint an exchange agent reasonably acceptable to the Company (the "Exchange Agent") to act as agent pursuant to an Exchange Agent Agreement, which agreement shall be reasonably acceptable to the Company. On or as soon as reasonably practicable after the Effective Time, Parent shall deposit with the Exchange Agent, in trust for the benefit of holders of shares of Company Capital Stock, book-entry shares (or certificates if requested) representing the Parent Capital Stock issuable pursuant to Sections 1.8 and 2.4 in exchange for outstanding shares of Company Capital Stock. Any shares of Parent Capital Stock deposited with the Exchange Agent shall hereinafter be referred to as the "Exchange Fund." The Exchange Fund shall not be used for any other purpose. Parent shall pay, or shall cause to be paid, all charges and expenses, including those of the Exchange Agent, in connection with the exchange of shares for the Merger Consideration. Promptly after the Effective Time, Parent shall send, or shall cause the Exchange Agent to send, to each record holder of shares of Company Capital Stock at the Effective Time, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Capital Stock Certificates or transfer of the Capital Stock Book-Entry Shares to the Exchange Agent) (a "Letter of Transmittal") for use in such exchange. The Letter of Transmittal shall be in customary form and have such other provisions as Parent may reasonably specify.

Section 2.2 Exchange Procedures.

(a) Each holder of Company Capital Stock shall be required to deliver a duly executed and completed Letter of Transmittal to the Exchange Agent in order to receive the Merger Consideration that such holder is entitled to receive pursuant to this Agreement. If the Company Capital Stock being exchanged for Merger Consideration is certificated, the corresponding Capital Stock Certificate shall be delivered to the Exchange Agent together with the Letter of Transmittal. Upon surrender of such Letter of Transmittal (and if applicable, a Capital Stock Certificate) to the Exchange Agent, and such other documents as may reasonably be required by the Exchange Agent, the holder of such shares of Company Capital Stock shall be entitled to receive in exchange therefor: (i) in the case of Company Common Stock, (A) one or more shares of Parent Common Stock (which shall be in uncertificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 1.8(b) (after taking into account all shares of Company Capital Stock then held by such holder), and (B) one or more shares of Parent Common Stock (which shall be in uncertificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares that such holder has the right to receive in lieu of any fractional shares of Parent Common Stock pursuant to Section 2.4, (ii) in the case of Series B Shares, one or more shares of New Series B Shares (which shall be in uncertificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 1.8(c) (after taking into account all Series B Shares then held by such holder), (iii) in the case of Series D Shares, one or more shares of New Series D Shares (which shall be in uncertificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 1.8(d) (after taking into account all Series D Shares then held by such holder) and (iv) in the case of Series E Shares, one or more shares of New Series E Shares (which shall be in uncertificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 1.8(e) (after taking into account all Series E Shares then held by such holder).

(b) No interest will be paid or will accrue on any cash payable pursuant to Section 2.2(d).

(c) In the event of a transfer of ownership of a Capital Stock Certificate representing Company Capital Stock that is not registered in the stock transfer records of the Company, the Merger Consideration shall be issued or paid in exchange therefor to a Person other than the Person in whose name the Capital Stock Certificate so surrendered is registered if the Capital Stock Certificate formerly representing such Company Capital Stock is properly endorsed or otherwise in proper form for transfer and the Person requesting such payment or issuance pays any transfer or other similar Taxes required by reason of the payment or issuance to a Person other than the registered holder of the Capital Stock Certificate or establishes to the reasonable satisfaction of Parent that the Tax has been paid or is not applicable.

(d) Distributions with Respect to Unexchanged Shares. All shares of Parent Capital Stock to be issued pursuant to this Agreement shall be deemed issued and outstanding as of the Effective Time and whenever a dividend or other distribution is declared by Parent in respect of a class or series of Parent Capital Stock, the record date for which is at or after the Effective Time, that declaration shall include dividends or other distributions in respect of all shares issuable pursuant to this Agreement of the same class or series of Parent Capital Stock; provided, however, that no dividends or other distributions declared or made in respect of the Parent Capital Stock shall be paid to the holder of any unsurrendered Capital Stock Certificate or Capital Stock Book-Entry Shares until such holder surrenders such Capital Stock Certificate or Capital Stock Book-Entry Shares in accordance with this Article II. Subject to the effect of applicable Laws, following surrender of any such Capital Stock Certificate or Capital Stock Book-Entry Shares, there shall be paid to such holder of shares of Parent Capital Stock issuable in exchange therefor, without interest, (a) promptly after the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time therefor paid with respect to such whole shares of Parent Capital Stock; and (b) at the appropriate payment date, the amount of dividends or other distributions with a record date at or after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such shares of Parent Capital Stock.

Section 2.3 No Further Ownership Rights. All shares of Parent Capital Stock issued in accordance with the terms of Article I and this Article II (including any cash paid pursuant to Section 2.2(d)) shall be deemed to have been issued or paid in full satisfaction of all rights pertaining to the shares of Company Capital Stock.

Section 2.4 No Fractional Shares of Parent Common Stock.

(a) No certificates or scrip or shares of Parent Common Stock representing fractional shares of Parent Common Stock or book-entry credit of the same shall be issued upon the surrender for exchange of Capital Stock Certificates or Capital Stock Book-Entry Shares, and such fractional share interests shall not entitle the owner thereof to vote or to have any rights, including without limitation dividend or distribution rights, as a stockholder of Parent or a holder of shares of Parent Common Stock.

(b) Notwithstanding anything contained in this Agreement to the contrary, each holder of shares of Company Capital Stock exchanged pursuant to the Merger who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock (after taking into account all Capital Stock Certificates or Capital Stock Book-Entry Shares delivered by such holder) shall receive, in lieu thereof, one whole share of Parent Common Stock (which shall be in uncertificated book-entry form unless a physical certificate is requested).

Section 2.5 Termination of Exchange Fund. Any portion of the Exchange Fund that remains unclaimed by the holders of shares of Company Capital Stock one (1) year after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged shares of Company Capital Stock for the Merger Consideration in accordance with Section 2.2 prior to that time shall thereafter look only to Parent for payment of the Merger Consideration. Notwithstanding the foregoing, Parent shall not be liable to any holder of shares of Company Capital Stock for any amounts paid to a public official pursuant to applicable abandoned property, escheat or similar Laws. Any amounts remaining unclaimed by holders of shares of Company Capital Stock two (2) years after the Effective Time (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Entity) shall become, to the extent permitted by applicable Law, the property of Parent free and clear of any claims or interest of any Person previously entitled thereto.

Section 2.6 No Liability. None of Parent, Merger Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any Merger Consideration from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

Section 2.7 Lost Certificates. If any Capital Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Capital Stock Certificate to be lost, stolen or destroyed and, if reasonably required by Parent, the posting by such Person of a bond, in such reasonable amount as Parent may direct, as indemnity against any claim that may be made against it with respect to such Capital Stock Certificate, the Exchange Agent will issue, in exchange for such lost, stolen or destroyed Capital Stock Certificate, the Merger Consideration to be paid in respect of the shares of Company Capital Stock formerly represented by such Capital Stock Certificate (and unpaid dividends and distributions, if any, on shares of Parent Capital Stock to which such holders are entitled pursuant to Section 2.2(d)) as contemplated under this Article II.

Section 2.8 Withholding Rights. Each of the Exchange Agent, Parent, Merger Sub and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that amounts are so deducted and withheld by the Exchange Agent, Parent, Merger Sub, or the Surviving Corporation, as the case may be, such withheld amounts shall be remitted to the applicable Governmental Entity and such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which the Exchange Agent, Parent, Merger Sub, or the Surviving Corporation, as the case may be, made such deduction and withholding.

Section 2.9 Further Assurances. After the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 2.10 Stock Transfer Books. The stock transfer books of the Company shall be closed at the close of business on the day on which the Effective Time occurs and there shall be no further registration of transfers of shares of Company Capital Stock thereafter on the records of the Company. On or after the Effective Time, any Capital Stock Certificates presented to the Exchange Agent or Parent for any reason shall be converted into the Merger Consideration with respect to the shares of Company Capital Stock formerly represented thereby (including any shares of Parent Common Stock to which the holders thereof are entitled pursuant to Section 2.4).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (i) as disclosed in the Company SEC Documents filed since March 31, 2014 but prior to the date of this Agreement (but excluding any disclosures contained under the heading "Risk Factors" or "forward looking statements" or any other disclosures included in such filings to the extent that they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature) or (ii) as set forth in the Company Disclosure Letter delivered by the Company to Parent prior to or concurrently with the execution of this Agreement (the "Company Disclosure Letter"), the Company hereby represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Organization, Standing and Power; Organizational Documents; Subsidiaries.

(a) Each of the Company and its Subsidiaries is a corporation, limited liability company or other legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization, and has the requisite corporate, limited liability company or other organizational, as applicable, power and authority to own, lease and operate its assets and to carry on its business as presently conducted. Each of the Company and its Subsidiaries is duly qualified or licensed to do business as a foreign corporation, limited liability company or other legal entity and is in good standing in each jurisdiction where the character of the assets and properties owned, leased or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company has delivered or made available to Parent a true and correct copy of the Organizational Documents of the Company and each of its Subsidiaries. Neither the Company nor any of its Subsidiaries is in violation of any of the provisions of the Organizational Documents. The Company has delivered or made available to Parent true, correct and complete copies of the minute books of the Company and each of its Subsidiaries from January 1, 2013 through the date of this Agreement. Such minute books contain a correct and complete copy of the minutes or written consents of all meetings of or actions by the directors, managers, members, partners or shareholders, as applicable, or any committees thereof (or, in the case of any minutes or written consents that have not been finalized, drafts thereof), and such minutes or written consents record, in all material respects, all meetings or material corporate actions held or taken through the date of this Agreement by such directors, managers, members, partners or shareholders, as applicable, or any committees thereof.

(c) Section 3.1(c)(i) of the Company Disclosure Letter lists each of the Subsidiaries of the Company as of the date hereof and its place of organization. Section 3.1(c)(ii) of the Company Disclosure Letter sets forth, for each Subsidiary that is not, directly or indirectly, wholly owned by the Company, (x) the number and type of any capital stock of, or other equity or voting interests in, such Subsidiary that is outstanding as of the date hereof and (y) the number and type of shares of capital stock of, or other equity or voting interests in, such Subsidiary that, as of the date hereof, are owned, directly or indirectly, by the Company and any other Person. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of the Company that is owned directly or indirectly by the Company have been validly issued, were issued free of pre-emptive rights and are fully paid and non-assessable, and are free and clear of all Liens, including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity or voting interests, except for any Liens (x) imposed by applicable securities Laws or (y) arising pursuant to the Organizational Documents of any non-wholly owned Subsidiary of the Company. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, the Company does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 3.2 Capital Structure.

(a) **Capital Stock.** The authorized capital stock of the Company consists of: (i) 500,000,000 shares of Company Common Stock and (ii) 100,000,000 shares of preferred stock, par value $0.0001 per share (the "Company Preferred Stock"), of which 5,000 of such shares have been designated the Series B Shares, 1,000,000 of such shares have been designated the "Series C Convertible Preferred Stock" (the "Series C Shares"), 200,000 of such shares have been designated the Series D Shares and 100,000 of such shares have been designated the Series E Shares. As of the date of this Agreement (the "Company Capitalization Date"), (1) 29,306,026 shares of Company Common Stock are issued and outstanding, (2) no shares of Company Common Stock are issued and held by the Company in its treasury, (3) 5,000 Series B Shares are issued and outstanding, (4) no Series C Shares are issued and outstanding, (5) 50,000 Series D Shares are issued and outstanding and (6) 45,000 Series E Shares are issued and outstanding. All of the outstanding shares of capital stock of the Company are, and all shares of capital stock of the Company which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized and validly issued, fully paid and non-assessable and not subject to any pre-emptive rights. No Subsidiary of the Company owns any shares of the Company.

(b) **Stock Awards**.

(i) As of the Company Capitalization Date, an aggregate of 24,095,000 shares of Company Common Stock are subject to issuance pursuant to Company Stock Options or Company Stock Awards granted under the plans listed in Section 3.2(b) of the Company Disclosure Letter (the plans referred to immediately above and the award or other applicable agreements entered into thereunder, in each case as amended, are collectively referred to herein as the "Company Stock Plans") or granted independent of such plans. Section 3.2(b)(i) of the Company Disclosure Letter sets forth as of the Company Capitalization Date a list of each outstanding Company Equity Award granted under the Company Stock Plans or independent of such plans and (A) the name of the holder of such Company Equity Award, (B) the number of shares of Company Common Stock subject to such outstanding Company Equity Award, (C) the exercise price, purchase price or similar pricing of such Company Equity Award, (D) the date on which such Company Equity Award was granted or issued, (E) the applicable vesting schedule, and the extent to which such Company Equity Award is vested and exercisable as of the date hereof, and (F) with respect to Company Stock Options, the date on which such Company Stock Option expires. All shares of Company Common Stock subject to issuance under the Company Stock Plans or independent of such plans, upon issuance in accordance with the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable.

(ii) Except for the Company Stock Plans and as set forth in Section 3.2(b)(ii)(A) of the Company Disclosure Letter, there are no Contracts to which the Company is a party obligating the Company to accelerate the vesting of any Company Equity Award as a result of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events). Other than the Company Equity Awards or as set forth in Section 3.2(b)(ii)(B) of the Company Disclosure Letter, as of the date hereof, there are no outstanding (A) securities of the Company or any of its Subsidiaries convertible into or exchangeable for Company Voting Debt or shares of capital stock of the Company, (B) options, warrants or other agreements or commitments to acquire from the Company or any of its Subsidiaries, or obligations of the Company or any of its Subsidiaries to issue, any Company Voting Debt or shares of capital stock of (or securities convertible into or exercisable or exchangeable for shares of capital stock of) the Company or (C) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of the Company, in each case that have been issued by the Company or its Subsidiaries (the items in clauses (A), (B) and (C), together with the capital stock of the Company, being referred to collectively as "Company Securities"). All outstanding shares of Company Common Stock, all outstanding Company Equity Awards, and all outstanding shares of capital stock, voting securities or other ownership interests in any Subsidiary of the Company, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities Laws.

(iii) Except for withholding in accordance with the terms of the Company's equity incentive plans and grant agreements, there are no outstanding Contracts requiring the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities or Company Subsidiary Securities. Neither the Company nor any of its Subsidiaries is a party to any voting agreement with respect to any Company Securities or Company Subsidiary Securities.

(c) **Voting Debt.** No bonds, debentures, notes or other Indebtedness issued by the Company or any of its Subsidiaries (i) having the right to vote on any matters on which stockholders or equity holders of the Company or any of its Subsidiaries may vote (or which is convertible into, or exercisable or exchangeable for, securities having such right), or (ii) the value of which is directly based upon or derived from the capital stock, voting securities or other ownership interests of the Company or any of its Subsidiaries, are issued or outstanding (collectively, "Company Voting Debt").

(d) **Company Subsidiary Securities**. As of the date hereof, there are no outstanding (i) securities of the Company or any of its Subsidiaries convertible into or exercisable or exchangeable for Company Voting Debt, capital stock, voting securities or other ownership interests in any Subsidiary of the Company, (ii) options, warrants or other agreements or commitments to acquire from the Company or any of its Subsidiaries, or obligations of the Company or any of its Subsidiaries to issue, any Company Voting Debt, capital stock, voting securities or other ownership interests in (or securities convertible into or exercisable or exchangeable for capital stock, voting securities or other ownership interests in) any Subsidiary of the Company, or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or other ownership interests in, any Subsidiary of the Company, in the case of each of clauses (i), (ii) and (iii) that have been issued by a Subsidiary of the Company (the items in clauses (i), (ii) and (iii), together with the capital stock, voting securities or other ownership interests of such Subsidiaries, being referred to collectively as "Company Subsidiary Securities").

Section 3.3 Corporate Authority.

(a) The Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, subject only to the adoption of this Agreement by the affirmative vote of the holders of at least a majority of each of the outstanding Company Common Stock, outstanding Series D Shares and outstanding Series E Shares, respectively, entitled to vote thereon, and the unanimous consent of the holders of all of the outstanding Series B Shares (the "Company Stockholder Approval"), and to the filing and recording of the Articles of Merger under the provisions of the NRS. The Company Stockholder Approval is the only vote of the holders of any class or series of capital stock of the Company necessary to adopt, approve or authorize this Agreement, the Merger and the other transactions contemplated by this Agreement. This Agreement has been duly authorized and validly executed and delivered by the Company and, assuming due authorization, execution and delivery by Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception").

(b) As of the date of this Agreement, the Company Board, by resolution duly adopted at a meeting duly called and held, has (i) approved and declared advisable this Agreement and the Merger and the other transactions contemplated by this Agreement; (ii) resolved to recommend adoption of this Agreement to the stockholders of the Company; and (iii) directed that this Agreement be submitted to the stockholders of the Company for adoption.

(c) Assuming the accuracy of the representations and warranties of Parent and Merger Sub set forth in Section 4.21, no "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation (each, a "Takeover Statute") or any anti-takeover provision in the Company's certificate of incorporation and bylaws is, or at the Effective Time will be, applicable to the Company Common Stock, the Merger or the other transactions contemplated by this Agreement. Assuming the accuracy of the representations and warranties of Parent and Merger Sub set forth in Section 4.21, the Company Board has taken all action so that the Company will not be deemed to have agreed to any acquisition of a controlling interest in an issuing corporation (as such terms are used in Sections 78.378 to 78.3793 inclusive of the NRS) as a result of the execution of this Agreement, or the consummation of the Merger or the other transactions contemplated hereby.

Section 3.4 Governmental Filings; No Violations, Etc.

(a) Except for the reports, registrations, consents, approvals, permits, authorizations, notices and/or filings (i) pursuant to Section 1.3, (ii) under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iii) required to be made with NASDAQ, (iv) for or pursuant to other applicable foreign securities Law approvals, state securities, takeover and "blue sky" Laws, and (v) as set forth in Section 3.4(a) of the Company Disclosure Letter, no notices, reports or other filings are required to be made by the Company with, nor are any registrations, consents, approvals, permits or authorizations required to be obtained by the Company from any Governmental Entity, in connection with the execution and delivery of this Agreement by the Company and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement, except those that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) None of the execution, delivery or performance of this Agreement by the Company, the consummation by the Company of the Merger or any other transaction contemplated by this Agreement, or the Company's compliance with any of the provisions of this Agreement will (with or without notice or lapse of time, or both), (i) subject to obtaining the Company Stockholder Approval, conflict with or violate any provision of the Company's certificate of incorporation or bylaws or any equivalent organizational or governing documents of any of the Company's Subsidiaries; (ii) conflict with or violate any Law or Order applicable to the Company or any of its Subsidiaries or any of their respective properties or assets; or (iii) except as set forth in Section 3.4(b)(iii) of the Company Disclosure Letter, require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien, other than Permitted Liens, upon any of the respective properties or assets of the Company or any of its Subsidiaries pursuant to, any Contract, permit or other instrument or obligation to which the Company or any of its Subsidiaries is a party or by which they or any of their respective properties or assets may be bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, consents, approvals, authorizations, permits, breaches, losses, defaults, other occurrences or Liens which would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.5 Company Reports; Financial Statements.

(a) Except as set forth on Section 3.5(a) of the Company Disclosure Letter, since January 1, 2013, the Company has filed or otherwise furnished (as applicable) all registration statements, prospectuses, forms, reports, definitive proxy statements, schedules, statements and other documents (including exhibits and all other information incorporated by reference) required to be filed by it under the Securities Act or the Exchange Act, as the case may be, together with all certifications required pursuant to the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") (such documents and any other documents filed by the Company or any of its Subsidiaries with the Securities and Exchange Commission (the "SEC"), including exhibits and other information incorporated therein as they have been supplemented, modified or amended since the time of filing, collectively, the "Company SEC Documents"). As of their respective filing dates (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), the Company SEC Documents (i) did 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 made therein, in light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the Exchange Act or the Securities Act, as the case may be, the Sarbanes-Oxley Act and the applicable rules and regulations of the SEC thereunder. None of the Company's Subsidiaries is required to make any filings with the SEC. All of the audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the Company SEC Documents (together with the related notes and schedules thereto, collectively, the "Company Financial Statements") (A) have been prepared from, and are in accordance with, the books and records of the Company and the Company's Subsidiaries in all material respects, (B) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments) and (C) fairly present in all material respects the consolidated financial position and the consolidated results of operations, cash flows and changes in stockholders' equity of the Company and its Subsidiaries as of the dates and for the periods referred to therein.

(b) Each of the principal executive officer and the principal financial officer of the Company (or each former principal executive officer and each former principal financial officer of the Company, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the Company SEC Documents, and the statements contained in such certifications are true and accurate in all material respects. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Neither the Company nor any of its Subsidiaries has outstanding (nor has arranged or modified since the enactment of the Sarbanes-Oxley Act) any "extensions of credit" (within the meaning of Section 402 of the Sarbanes-Oxley Act) to directors or executive officers (as defined in Rule 3b-7 under the Exchange Act) of the Company or any of its Subsidiaries. The Company is otherwise in compliance with all applicable provisions of the Sarbanes-Oxley Act and the applicable listing and corporate governance rules of the over the counter Bulletin Board, except for any non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The Company and each of its Subsidiaries have established and maintain a system of "internal controls 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 (i) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of the Company and its Subsidiaries are being made only in accordance with authorizations of management and the Company Board, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's and its Subsidiaries' assets that could have a material effect on the Company's financial statements.

(d) The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act), as required by Rules 13a-15(a) and 15d-15(a) of the Exchange Act, are designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company 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 the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of the Company required under the Exchange Act with respect to such reports. The Company has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date of this Agreement, to the Company's auditors (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that could adversely affect in any material respect the Company's ability to record, process, summarize and report financial information, all of which are set forth on Section 3.5(d) of the Company Disclosure Letter, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meaning assigned to them in Public Company Accounting Oversight Board Auditing Standard 2, as in effect on the date of this Agreement.

(e) To the Company's Knowledge, none of the Company SEC Documents is the subject of ongoing SEC review. The Company has made available to Parent true and complete copies of all written comment letters from the staff of the SEC received since January 1, 2013 through the date of this Agreement relating to the Company SEC Documents and all written responses of the Company thereto through the date of this Agreement. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Company SEC Documents. As of the date of this Agreement, there are no SEC inquiries or investigations, other governmental inquiries or investigations, or internal investigations pending or, to the Company's Knowledge, threatened, in each case regarding any accounting practices of the Company.

Section 3.6 Absence of Certain Changes. Since March 31, 2014, except in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the business of the Company and each of its Subsidiaries has been conducted in the ordinary course of business and there has not been or occurred:

(a) any Company Material Adverse Effect or any event, condition, change or effect that could reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect; or

(b) any event, condition, action or effect that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 5.1.

Section 3.7 No Undisclosed Material Liabilities. There are no liabilities or obligations of the Company or any of its Subsidiaries, whether accrued, absolute, determined or contingent, except for (a) liabilities or obligations disclosed and provided for in the balance sheets included in the Company Financial Statements (or in the notes thereto) filed and publicly available prior to the date of this Agreement; (b) liabilities or obligations incurred in accordance with or in connection with this Agreement; (c) liabilities or obligations incurred since September 30, 2014 in the ordinary course of business consistent with past practice; and (d) liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand), or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act), where the result, purpose, or effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries, in the Company Financial Statements or other Company SEC Documents.

Section 3.8 Litigation.

(a) As of the date of this Agreement, except as set forth in Section 3.8(a) of the Company Disclosure Letter, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or proceedings (collectively, "Actions") pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries or any of their respective assets or properties or, to the Knowledge of the Company, any executive officer or director of the Company or any of its Subsidiaries in their capacities as such, other than any such Action that (i) does not involve an amount in controversy in excess of $50,000, or (ii) does not seek material injunctive or other material non-monetary relief. None of the Company or any of its Subsidiaries or, to the Knowledge of the Company, any executive officer or director of the Company or any of its Subsidiaries, is subject to any order, writ, assessment, decision, injunction, decree, ruling or judgment of a Governmental Entity ("Order"), whether temporary, preliminary or permanent, which would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. As of the date hereof, there are no SEC inquiries or investigations, other governmental inquiries or investigations or internal investigations pending or, to the Knowledge of the Company, threatened, in each case regarding any accounting practices of the Company or any of its Subsidiaries or any malfeasance by any executive officer or director of the Company.

(b) For the avoidance of doubt, the provisions of this Section 3.8 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by the Company and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials are solely and exclusively made in Section 3.16 of this Agreement.

Section 3.9 Compliance with Laws.

(a) The Company and each of its Subsidiaries is and, since December 31, 2013, has been in compliance with all Laws or Orders applicable to the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries or any of their respective businesses or properties is bound, except where any such failure to be in compliance has not had, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Company's Knowledge, no investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is pending or threatened, nor has any Governmental Entity indicated an intention to conduct the same which, in each case, would reasonably be expected to have a Company Material Adverse Effect. The Company is in material compliance with the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and any rules and regulations thereunder, as well as other anti-corruption laws to which it may be subject. None of the Company or any of its Subsidiaries, or, to the Company's Knowledge, any director, officer, agent, employee or other Person associated with or acting on behalf of the Company or its Subsidiaries, has, directly or indirectly, provided anything of value to any foreign official, as that term is defined in the FCPA, in connection with obtaining, retaining or otherwise securing an improper advantage in connection with the business of the Company or its Subsidiaries.

(b) The Company is not engaged in the "practice of medicine" as that term is defined by any state or federal law, regulation, or rule regulating the "practice of medicine" in the United States or as interpreted by any government or quasi-government regulatory body, professional board, or accrediting body regulating the practice of medicine in the United States.

(c) The Company has not received any notice from any government or quasi-government regulatory body, professional board, or accrediting body which regulates the practice of medicine in the United States with respect to any past, present, or proposed product, service, advertisement, or business activity of the Company.

(d) The Company is not engaged in the field of "telehealth" as that term is defined by any state or federal law, regulation, or rule regulating the "practice of medicine" and/or "telehealth" in the United States or as interpreted by any government or quasi-government regulatory body, professional board, or accrediting body regulating the practice of medicine in the United States.

(e) The Company has not received any notice from any government or quasi-government regulatory body, professional board, or accrediting body which regulates the practice of medicine and/or "telehealth" in the United States with respect to any past, present, or proposed product, service, advertisement, or business activity of the Company.

(f) For the avoidance of doubt, the provisions of this Section 3.9 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by the Company and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials are solely and exclusively made in Section 3.16.

Section 3.10 Properties. Except as would not have a Company Material Adverse Effect, the Company and its Subsidiaries, as the case may be, (i) hold good and valid title to all of the properties and assets reflected in the September 30, 2014 balance sheet included in the Company SEC Documents as being owned by the Company or one of its Subsidiaries or acquired after the date thereof that are material to the Company's business on a consolidated basis (except for properties and assets sold or otherwise disposed of since the date thereof in the ordinary course of business) (collectively, with respect to real property, the "Company Owned Real Property"), free and clear of all Liens, except for Permitted Liens and other matters described in Section 3.10 of the Company Disclosure Letter; (ii) holds the Company Owned Real Property, or any portion thereof or interest therein, free of any outstanding options or rights of first refusal or offer to purchase or lease; (iii) is the lessee or permittee of all leasehold estates reflected in the March 31, 2014 financial statements included in the Company SEC Documents or acquired after the date thereof that are material to the Company's business on a consolidated basis (except for leases that have expired by their terms since the date thereof or been assigned, terminated or otherwise disposed of in the ordinary course of business) (collectively, with respect to real property, the "Company Leased Real Property"); (iv) is in possession of the Company Leased Real Property, and each lease underlying the Company Leased Real Property is valid and in full force and effect, and constitutes a valid and binding obligation of the Company or the applicable Subsidiary of the Company, subject to the Bankruptcy and Equity Exception; and (v) has not received any written notice of termination or cancellation of or of a breach or default in connection with the Company Leased Real Property.

Section 3.11 Contracts.

(a) As of the date of this Agreement, except as set forth in Section 3.11(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to or bound by any:

(i) "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Securities Act), whether or not filed by the Company with the SEC;

(ii) employment or consulting Contract (in each case with respect to which the Company has continuing obligations as of the date hereof) with any current or former (x) executive officer of the Company, (y) member of the Company Board, or (z) Company Employee providing for an annual base salary in excess of $50,000;

(iii) Contract providing for indemnification or any guaranty by the Company or any Subsidiary thereof, in each case that is material to the Company and its Subsidiaries, taken as a whole, other than (x) any guaranty by the Company or a Subsidiary thereof of any of the obligations of (A) the Company or another wholly owned Subsidiary thereof or (B) any Subsidiary (other than a wholly owned Subsidiary) of the Company that was entered into in the ordinary course of business pursuant to or in connection with a customer Contract, or (y) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business;

(iv) Contract that purports to limit in any material respect the right of the Company or any of its Subsidiaries (or, at any time after the consummation of the Merger, Parent or any of its Subsidiaries) (x) to engage in any line of business, or (y) to compete with any Person or operate in any geographical location;

(v) Contract relating to the disposition or acquisition, directly or indirectly (by merger or otherwise), by the Company or any of its Subsidiaries after the date of this Agreement of assets with a fair market value in excess of $50,000;

(vi) Contract that contains any provision that requires the purchase of all of the Company's or any of its Subsidiaries' requirements for a given product or service from a given Third Party, which product or service is material to the Company and its Subsidiaries, taken as a whole;

(vii) Contract that obligates the Company or any of its Subsidiaries to conduct business on an exclusive or preferential basis with any Third Party or upon consummation of the Merger will obligate Parent, the Surviving Corporation or any of their respective Subsidiaries to conduct business on an exclusive or preferential basis with any Third Party;

(viii) Contracts relating to Indebtedness for borrowed money or any guarantee of any Indebtedness for borrowed money (other than in respect of Indebtedness for borrowed money of a wholly owned Subsidiary of the Company) or loans or other advances to any Person in excess of $50,000;

(ix) Contracts where the Company or any of its Subsidiaries has received or expects to receive $50,000 or more in revenues pursuant to such agreements in the current fiscal year;

(x) Contracts with respect to the receipt of any goods and services involving a payment of $50,000 or more per annum;

(xi) Employee collective bargaining agreement or other Contract with any labor union;

(xii) Joint venture, alliance, partnership or limited liability company agreements or similar Contracts relating to the formation, creation, operation, management or control of any joint venture, alliance, partnership or limited liability company that (A) is material to the Company, any of its Subsidiaries or any of its Subsidiaries; (B) is material to any investment in, or other commitment to, any Related Entity of the Company; or (C) would reasonably be expected to require the Company or its Subsidiaries to make expenditures in excess of $50,000 or more in the current fiscal year;

(xiii) Contract which is not otherwise described in clauses (i)-(xii) above that is material to the Company and its Subsidiaries, taken as a whole; or

(xiv) Contracts material to the Company's or any of its Subsidiaries' Intellectual Property owned or used by the Company or any of its Subsidiaries.

(b) All Contracts to which the Company or any of its Subsidiaries is a party to or bound by as of the date of this Agreement that are of the type described in clause (a) above are referred to herein as the "Company Material Contracts." Except, in each case, as has not, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) all Company Material Contracts are valid and binding on the Company and/or the relevant Subsidiary of the Company that is a party thereto and, to the Company's Knowledge, each other party thereto, subject to the Bankruptcy and Equity Exception, (ii) all Company Material Contracts are in full force and effect, (iii) the Company and each of its Subsidiaries has performed all material obligations required to be performed by them under the Company Material Contracts to which they are parties, (iv) to the Company's Knowledge, each other party to a Company Material Contract has performed all material obligations required to be performed by it under such Company Material Contract and (v) no party to any Company Material Contract has given the Company or any of its Subsidiaries written notice of its intention to cancel, terminate, change the scope of rights under or fail to renew any Company Material Contract and neither the Company nor any of its Subsidiaries, nor, to the Company's Knowledge, any other party to any Company Material Contract, has repudiated in writing any material provision thereof. Since January 1, 2013, neither the Company nor any of its Subsidiaries has Knowledge of, or has received written notice of, any violation of or default under (or any condition which with the passage of time or the giving of notice would cause such a violation of or default under or permit termination, modification or acceleration under) any Company Material Contract or any other Contract to which the Company or any of its Subsidiaries is a party or by which the Company, any of its Subsidiaries or any of their respective material properties or assets is bound, except for violations or defaults that are not, individually or in the aggregate, reasonably likely to result in a Company Material Adverse Effect.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12(a) of the Company Disclosure Letter sets forth a true, complete and correct list of each material "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder ("ERISA") (whether or not subject to ERISA), and any other material plan, policy, program, practice, agreement, understanding or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of the Company or any ERISA Affiliate, which are now maintained, sponsored or contributed to by the Company or any ERISA Affiliate, or under which the Company or any ERISA Affiliate has any material obligation or liability, whether actual or contingent, including all incentive, bonus, deferred compensation, vacation, holiday, cafeteria, medical, disability, stock purchase, stock option, stock appreciation, phantom stock, restricted stock, restricted stock unit, stock-based compensation, change-in-control, retention, employment, consulting, personnel or severance policies, programs, practices, Contracts or arrangements (each, a "Company Benefit Plan"). For purposes of this Agreement, the term "Company Foreign Benefit Plans" shall mean those Company Benefit Plans maintained, sponsored or contributed to primarily for the benefit of current or former employees of the Company or any ERISA Affiliate who are or were regularly employed outside the United States. Section 3.12(a) of the Company Disclosure Letter sets forth a true, complete and correct list of each Company Foreign Benefit Plan to Parent. For purposes of this Section 3.12 and Section 4.11, "ERISA Affiliate" shall mean any entity (whether or not incorporated) that, together with any other entity, is considered under common control and treated as one employer under Section 414(b) of the Code. The Company has no express or implied commitment to terminate or modify or change any Company Benefit Plan, other than with respect to a termination, modification or change required by this Agreement, ERISA or the Code or which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(b) Except as set forth in Section 3.12(b) of the Company Disclosure Letter, with respect to each Company Benefit Plan (including each Company Foreign Benefit Plan to the extent applicable), the Company has made available to Parent true, complete and correct copies of the following (as applicable): (i) the written document evidencing such Company Benefit Plan or, with respect to any such plan that is not in writing, a written description of the material terms thereof; (ii) the summary plan description; (iii) the most recent annual report, financial statement and/or actuarial report; (iv) the most recent determination letter from the Internal Revenue Service (the "IRS"); (v) the most recent Form 5500 required to have been filed, including all schedules thereto; (vi) any related trust agreements, insurance contracts or other funding arrangements; (vii) any notices to or from the IRS, Department of Labor, Pension Benefit Guaranty Corporation ("PBGC") or any other Governmental Entity relating to any unresolved compliance issues in respect of any such Company Benefit Plan; and (viii) all material amendments, modifications or supplements to any Company Benefit Plan.

(c) Except as set forth in Section 3.12(c) of the Company Disclosure Letter, each Company Benefit Plan has been administered in all material respects in accordance with its terms, applicable Law (including Section 409A of the Code) and any applicable collective bargaining agreement, including, in all material respects, timely filing of all Tax, annual reporting and other governmental filings required by ERISA and the Code and timely contribution (or, if not yet due, proper financial reporting) of any amounts required to be made under the terms of any of the Company Benefit Plans. With respect to the Company Benefit Plans, no event has occurred and there exists no condition or set of circumstances in connection with which the Company or any of its Subsidiaries would be subject to any liability that, individually or in the aggregate, would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Each Company Benefit Plan that is intended to be "qualified" under Section 401 of the Code has received a favorable determination letter from the IRS to such effect and, to the Company's Knowledge, no fact, circumstance or event has occurred or exists since the date of such determination letter that would reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan. None of the Company or any of its Subsidiaries has received notice of and, to the Company's Knowledge, there are no audits or investigations by any Governmental Entity with respect to, or other Actions against or involving any Company Benefit Plan or asserting rights or claims to benefits under any Company Benefit Plan (other than routine claims for benefits payable in the normal course). Other than as set forth in Section 3.12(c) of the Company Disclosure Letter, each Company Benefit Plan subject to ERISA that provides retiree healthcare or life insurance benefits in the United States provides by its terms that it may be amended or terminated without material liability to the Company or any of its Subsidiaries at any time after the Effective Time (other than as required by applicable Law).

(d) Except as set forth in Section 3.12(d) of the Company Disclosure Letter, no Company Benefit Plan is a "multiemployer plan" (as defined in Sections 3(37) and 4001(a)(3) of ERISA) or a "multiple employer plan" within the meaning of Sections 4063/4064 of ERISA or Section 413(c) of the Code and neither the Company nor any ERISA Affiliate has sponsored or contributed to or been required to contribute to, or has any liability with respect to, a "multiemployer plan" or "multiple employer plan."

(e) Except as set forth in Section 3.12(e) of the Company Disclosure Letter, neither the Company nor any ERISA Affiliate maintains or contributes to, or in the past has maintained or contributed to, any "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA. With respect to each plan set forth in Section 3.12(e) of the Company Disclosure Letter that is subject to Section 412 of the Code or Section 302 of Title IV of ERISA, except to the extent that the event or condition in question would not give rise to a Company Material Adverse Effect, (i) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived; (ii) there has been no "reportable event" within the meaning of Section 4043 of ERISA and the regulations thereunder which required a notice to the PBGC which has not been fully and accurately reported in a timely fashion, as required, or which, whether or not reported, would constitute grounds for the PBGC to institute involuntary termination proceedings with respect to any Company Benefit Plan that is subject to Title IV of ERISA; (iii) all premiums to the PBGC have been timely paid in full; (iv) there has not been a partial termination; and (v) none of the following events has occurred: (A) the filing of a notice of intent to terminate, (B) the treatment of an amendment to such a Company Benefit Plan as a termination under Section 4041 of ERISA or (C) the commencement of proceedings by the PBGC to terminate such a Company Benefit Plan and, to the Company's Knowledge, no condition exists that presents a substantial risk that such proceedings will be instituted or which would constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such plan.

(f) (i) Each Company Foreign Benefit Plan has, in all material respects, been established, maintained and administered in compliance with its terms and all applicable Laws and Orders of any controlling Governmental Entity; (ii) each Company Foreign Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities; and (iii) each Company Foreign Benefit Plan required to be funded and/or book reserved is funded and/or book reserved, as appropriate, in accordance with applicable Law.

Section 3.13 Labor and other Employment Matters.

(a) Each of the Company and its Subsidiaries is in material compliance with all applicable Laws of the United States, or of any state or local government or any subdivision thereof or of any foreign government respecting employment and employment practices, terms and conditions of employment, wages and hours and occupational safety and health, including without limitation the Immigration Reform and Control Act, the Worker Adjustment Retraining and Notification Act, any Laws respecting employment discrimination, harassment, retaliation, disability rights or benefits, equal opportunity, plant closure or mass or group layoff or separation issues, affirmative action, workers' compensation, employee benefits, severance payments, COBRA, labor relations, collective bargaining, employee leave issues, wage and hour standards, occupational safety and health requirements and unemployment insurance and related matters. Except as specifically identified on Section 3.13 of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to or bound by any labor union or collective bargaining agreement. There is no unfair labor practice charge pending or, to the Company's Knowledge, threatened which if determined adversely to the Company or its Subsidiaries would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Company's Knowledge, there are no organizational campaigns, petitions or other activities or proceedings of any labor union, workers' council or labor organization (a) seeking to represent employees of the Company or any of its Subsidiaries or recognition by the Company or any of its Subsidiaries as the representative of a collective bargaining unit with respect to any of the employees of the Company or any of its Subsidiaries or (b) compelling the Company or any of its Subsidiaries to bargain with any such labor union, works council or labor organization. There are no material strikes, slowdowns, walkouts, work stoppages or other labor-related controversies pending or, to the Company's Knowledge, threatened, and neither the Company nor any of its Subsidiaries has experienced any such strike, slowdown, walkout, work stoppage or other labor-related controversy within the past three (3) years.

(b) As of the date of this Agreement, the Company employs 170 full-time employees and 17 part-time employees and engages 25 consultants or independent contractors. Section 3.13(b) of the Company Disclosure Letter sets forth all material compensation, including salary, bonus, severance obligations and deferred compensation paid or payable for each current officer, employee, consultant and independent contractor of the Company who received compensation in excess of $50,000 for the year ended December 31, 2014 or is anticipated to receive compensation in excess of $50,000 for the fiscal year ending December 31, 2015.

(c) The Company has identified in Section 3.13(c) of the Company Disclosure Letter and has made available to Parent true and complete copies of (A) all current severance and employment agreements with directors, officers or employees of or consultants to the Company, (B) all current severance programs and policies of the Company with or relating to its employees, and (C) all current plans, programs, agreements and other arrangements of the Company with or relating to its directors, officers, employees or consultants which contain change in control provisions. Except as set forth in Section 3.13(c) of the Company Disclosure Letter, none of the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event, such as termination of employment) (A) result in any payment (including severance, parachute or otherwise) becoming due to any director or employee of the Company or any Subsidiary from the Company or such Subsidiary under any agreement or otherwise, (B) increase any benefits otherwise payable under any agreement with the Company or any Subsidiary or (C) result in any acceleration of the time of payment or vesting or any material benefits, except as required by Law. No individual who is a party to an employment agreement listed in Section 3.13(c) of the Company Disclosure Letter or any agreement incorporating change in control provisions with the Company has terminated employment or been terminated, nor to the Knowledge of the Company, has an event occurred that could reasonably be expected to give rise to a termination event in either case under circumstances that has given, or could reasonably be expected to give, rise to a severance obligation on the part of the Company under such agreement.

(d) Except as set forth on Section 3.13(d) of the Company Disclosure Letter, to the Knowledge of the Company each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms made available to the counsel for Parent. Except as set forth on Section 3.13(d) of the Company Disclosure Letter, to the Knowledge of the Company each current and former employee of the Company or any Subsidiary has executed a non-solicitation agreement substantially in the form or forms made available to counsel for Parent. The Company is not aware that any of its employees is in violation of any agreement covered in this Section 3.13(d). To the Knowledge of the Company, no current employee, consultant or independent contractor of the Company or any of its Subsidiaries: (i) is in violation of any term or covenant of any employment contract, patent disclosure agreement, invention assignment agreement, non-disclosure agreement, non-solicitation agreement, non-competition agreement, or any other contract with any other Person by virtue of such employee's, consultant's, or independent contractor's being employed by, or performing services for, the Company or any of its Subsidiaries or using trade secrets or proprietary information of others without permission; (ii) is party to any contract with any prior employer or other party that prohibits or otherwise restricts such employee, consultant or independent contractor in any material respect from performing his prior or current duties at the Company or any of its Subsidiaries; or (iii) has developed any technology, software or other copyrightable, patentable, or otherwise proprietary work for the Company or any of its Subsidiaries that is subject to any contract under which such employee, consultant or independent contractor has assigned or otherwise granted (or agreed to assign or otherwise grant) to any third party any rights (including Intellectual Property) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work. To the Knowledge of the Company, the employment of any employee of the Company or any of its Subsidiaries and the use by the Company or any of its Subsidiaries of the services of any consultant or independent contractor has not and does not subject the Company or any of its Subsidiaries to any liability to any third party for improperly soliciting such employee or consultant, or independent contractor to work for the Company or any of its Subsidiaries, whether such liability is based on contractual or other legal obligations to such third party.

Section 3.14 Tax.

(a) (i) All federal and state Tax Returns and all other material Tax Returns that were or are required to be filed on or before the Closing Date by the Company or its Subsidiaries have been or will be timely filed on or before the Closing Date, and all such Tax Returns are or will be true, correct and complete in all material respects and were or will be prepared in substantial compliance with all Applicable Laws; (ii) all Taxes due and owing by the Company or its Subsidiaries (whether or not shown on the Tax Returns referred to in clause (i)) have been or will be timely paid in full on or before the Closing Date; (iii) all deficiencies asserted in writing or assessments made in writing by the relevant Taxing Authority in connection with any of the Tax Returns referred to in clause (i) have been or will be timely paid in full on or before the Closing Date; and (iv) no issues that have been raised in writing (or otherwise to the Company's Knowledge) by the relevant Taxing Authority in connection with any of the Tax Returns referred to in clause (i) are pending as of the date of this Agreement, or, if pending, have been specifically identified by the Company to Parent and adequately reserved for in the Company Financial Statements. Neither the Company nor any of its Subsidiaries currently is the beneficiary of any extension of time within which to file any Tax Return.

(b) No federal, state, local or non-U.S. tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to the Company or any of its Subsidiaries. Neither the Company nor its Subsidiaries has received from any federal, state, local or non-U.S. Taxing Authority (including jurisdictions where the Company or its Subsidiaries have not filed Tax Returns) any (i) written notice indicating an intent to open an audit or other review; (ii) request for information related to Tax matters; or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Taxing Authority against the Company or any of its Subsidiaries. Section 3.14(b) of the Company Disclosure Letter lists all Tax Returns filed by the Company and its Subsidiaries for taxable periods ended on or after December 31, 2011, indicates those Tax Returns that have been audited and indicates those Tax Returns that currently are the subject of audit. Parent has received (or had made available to it) correct and complete copies of all federal and state income Tax Returns filed by the Company and each of its Subsidiaries for taxable periods ended on or after December 31, 2011 and all examination reports and statements of deficiencies related to federal and state income Tax assessed against or agreed to by the Company or any of its Subsidiaries with respect to those taxable periods.

(c) There are no Liens on the Company's or any of its Subsidiaries' assets that arose in connection with any failure (or alleged failure) to pay any Tax other than Liens for Taxes not yet due and payable or which the validity thereof is being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP in the Company Financial Statements.

(d) Neither the Company nor any of its Subsidiaries has waived any statute of limitations in respect of income Taxes or agreed to any extension of time with respect to an income Tax assessment or deficiency.

(e) The Company and its Subsidiaries have 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.

(f) Except as listed on Section 3.14(f) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is (or has been) a party to any Tax allocation or sharing agreement. Neither the Company nor any of its Subsidiaries (A) has been a member of an Affiliated Group filing a consolidated federal Tax Return (other than a group the common parent of which was the Company); or (B) has any liability for Taxes of any Person (other than the Company or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) as a transferee, successor, by contract or otherwise. Any Tax allocation or sharing agreement that is listed on Section 3.14(f) of the Company Disclosure Letter will be terminated as of the Closing Date and will have no further effect for any taxable year (whether the current year, a future year or a past year). As of the Closing Date, the Company and its Subsidiaries shall have no further liability or claim under such Tax allocation or sharing agreements.

(g) Except as listed on Schedule 3.14(g) of the Company Disclosure Letter, there are no joint ventures, partnerships, limited liability companies, or other arrangements or contracts to which the Company or any Subsidiary is a party and that is treated as a partnership for federal income Tax purposes.

(h) Neither the Company nor any Subsidiary has, nor has it ever had, a "permanent establishment" in any foreign country, as such term is defined in any applicable Tax treaty or convention between the United States and such foreign country, nor has it otherwise taken steps that have exposed, or will expose, it to the taxing jurisdiction of a foreign country.

(i) No claim has been made in the last five (5) years by a Taxing Authority in a jurisdiction where the Company or any Subsidiary does not file Tax Returns that the Company (or such Subsidiary) is or may be subject to taxation by that jurisdiction nor is there any factual or legal basis for any such claim.

(j) Neither the Company nor any Subsidiary has, in the last five (5) years, distributed stock of another corporation, or had its stock distributed by another corporation, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

(k) Neither the Company nor any Subsidiary is or has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(l) Neither the Company nor any Subsidiary participates in or cooperates with (or has at any time participated in or cooperated with) an international boycott within the meaning of Section 999 of the Code.

(m) Neither the Company nor any Subsidiary has engaged in any transaction that, as of the date hereof, is a "listed transaction" under Treasury Regulations Section 1.6011-4(b)(2). The Company and each Subsidiary have disclosed in their Tax Returns all information required by the provisions of the Treasury Regulations issued under Section 6011 of the Code with respect to any "reportable transaction" as that term is defined in Section 6707A(c) of the Code.

(n) No gain recognition agreements have been entered into by either the Company or any Subsidiary, and, except as listed on Section 3.14(n) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has obtained a private letter ruling or closing agreements from the IRS (or any comparable ruling from any other Taxing Authority).

(o) Neither the Company nor any Subsidiary is or has at any time been (A) a "controlled foreign corporation" as defined by Section 957 of the Code; (B) a "personal holding company" as that term has been defined from time to time in Section 542 of the Code; or (C) a "passive foreign investment company" nor has the Company or any Subsidiary at any time held directly, indirectly, or constructively shares of any "passive foreign investment company" as that term has been defined from time to time in Section 1296 or 1297 of the Code.

(p) The Company and each Subsidiary is in full compliance with all the terms and conditions of any Tax exemption or other Tax reduction agreement or order of a foreign or state government and the consummation of the transactions contemplated by this Agreement will not have any adverse effect on the continued validity and effectiveness of any such Tax exemption or other Tax reduction agreement or order.

(q) Except as listed on Section 3.14(q) of the Company Disclosure Letter, there is no agreement, contract or arrangement to which the Company or any Subsidiary is a party that would, individually or collectively, result in the payment of any amount that would not be deductible by reason of Sections 162 (other than 162(a)), or 404 of the Code.

(r) Neither the Company nor any Subsidiary has been, nor will any of them be, required to include any item of income in, or exclude any item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date (i) pursuant to Section 481 of the Code or any comparable provision under state or foreign Tax Laws as a result of transactions, events, or accounting methods employed prior to the transactions contemplated hereby, (ii) as a result of any installment sale or open transaction disposition made on or prior to the Closing Date, (iii) as a result of any prepaid amount received on or prior to the Closing Date, (iv) as a result of an election under Section 108(i) of the Code or (v) as a result of any intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law).

(s) The Company and its Subsidiaries have complied in all material respects with all applicable unclaimed property Laws. Without limiting the generality of the foregoing, the Company and each Subsidiary has established and followed procedures to identify any unclaimed property and, to the extent required by Law, remit such unclaimed property to the applicable Governmental Entity. The Company's and each Subsidiary's records are adequate to permit a Governmental Entity or other outside auditor to confirm the foregoing representations.

(t) All transactions for taxable years for which the statute of limitations is still open (including but not limited to sales of goods, loans, and provision of services) between (i) the Company or any Subsidiary and (ii) any other Person that is controlled directly or indirectly by the Company (within the meaning of Section 482 of the Code) were effected on arms'-length terms and for fair market value consideration.

(u) The unpaid Taxes of the Company and each Subsidiary (i) did not exceed the reserve for Tax liability (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Company Financial Statements (rather than in any notes thereto) and (ii) will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and each Subsidiary in filing its Tax Returns. Since the filing of the Company Financial Statements, neither the Company nor any Subsidiary has incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the ordinary course of business consistent with past custom and practice.

(v) The Company operates at least one significant historic business line, or owns at least a significant portion of its historic business assets, in each case within the meaning of Treasury Regulations Section 1.368-1(d).

(w) The Company has provided or otherwise made available to Parent all of the Company's and its Subsidiaries' books and records with respect to Tax matters pertinent to the Company or its Subsidiaries relating to any Tax periods commencing on or before the Closing Date including all Tax opinions relating to and in the audit files of the Company or its Subsidiaries that have been received since December 31, 2011.

Section 3.15 Intellectual Property.

(a) Except as, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect, (i) the Company and each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens, other than Permitted Liens), all Intellectual Property used in its business as currently conducted (the "Company Intellectual Property"); (ii) the conduct of its business as currently conducted, including the use of any Intellectual Property by the Company or its Subsidiaries, does not infringe on, misappropriate or otherwise violate the rights of any Person and is in accordance with any applicable license pursuant to which the Company or any Subsidiary acquired the right to use any Intellectual Property; (iii) to the Company's Knowledge, no Person is challenging, infringing on, misappropriating or otherwise violating any right of the Company or any of its Subsidiaries with respect to any Intellectual Property owned by or exclusively licensed to the Company or its Subsidiaries; (iv) neither the Company nor any of its Subsidiaries has received any written notice or otherwise has Knowledge of any pending claim, Order or proceeding with respect to any Company Intellectual Property and (v) no Intellectual Property owned by the Company or its Subsidiaries is being used or enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of such Intellectual Property. The Company Intellectual Property comprises all of the Intellectual Property that is used in or is reasonably necessary to conduct the Company's business as currently conducted. Neither the Company nor any of its Subsidiaries has agreed to indemnify any Person against any infringement of any Intellectual Property rights of any third party with respect to any Company Intellectual Property, other than indemnification provisions contained in the Company's or any of its Subsidiaries' purchase orders or other contracts entered into in the ordinary course of business.

(b) The Company and its Subsidiaries have taken all commercially reasonable steps to protect the confidentiality and value of all material trade secrets and any other material confidential information that are owned, used or held by the Company or its Subsidiaries in confidence, including entering into licenses and Contracts that require licensees, contractors, or other Persons with access to trade secrets or other confidential information to safeguard and maintain the secrecy and confidentiality of such trade secrets. To the Company's Knowledge, such trade secrets have not been used, disclosed to or discovered by any Person except pursuant to a valid and enforceable non-disclosure agreement, license or any other appropriate Contract which, in each of the preceding cases has not been breached by such other Person.

(c) The consummation of the transactions contemplated by this Agreement will not diminish or terminate the ownership of or rights in any material Company Intellectual Property and, after the Closing Date, the Company and its Subsidiaries will have the right to use such Intellectual Property on the same basis as prior to the consummation of the transactions contemplated by this Agreement.

(d) Schedule 3.15(d) of the Company Disclosure Letter lists all patents and pending patent applications and registrations and applications for copyrights, trademarks, trade names, or service marks and domain names owned by the Company or any of its Subsidiaries (the "Company Registered Intellectual Property"). To the Company's Knowledge, the Company Registered Intellectual Property is valid, enforceable and subsisting. All required filings and fees related to the Company Registered Intellectual Property have been timely filed with and paid to the relevant Governmental Entity and authorized registrars. Section 3.15(d) of the Company Disclosure Letter also sets forth a complete and correct list of all written or oral licenses and arrangements (i) pursuant to which the use by any Person of the Company Intellectual Property is permitted by the Company and/or its Subsidiaries or (ii) pursuant to which the Company and/or any of its Subsidiaries is permitted by any Person to use the Intellectual Property of such Person, except in either case for (A) nondisclosure agreements; (B) Company Personnel Agreements (defined below); (C) the nonexclusive license of or access to commercially available object code, internal use software, including any terms of service or privacy policies for websites; (D) access to technology which is software pursuant to "shrink wrap" or "click wrap" agreements; and (E) licenses to software or other technology preinstalled or embedded in hardware (collectively, the "Company Intellectual Property Licenses"). The Company Intellectual Property Licenses are valid, biding and enforceable and are in full force and effect. There is no material default under any Company Intellectual Property License by the Company or any of its Subsidiaries or, to the Knowledge of the Company, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a material default thereunder. The Company and each of its Subsidiaries and, to the Knowledge of the Company, each other party thereto, is in material compliance with all obligations under each Company Intellectual Property License.

(e) Except as set forth in Section 3.15(e) of the Company Disclosure Letter, there are no royalties, honoraria, fees or other payments payable by the Company or any of its Subsidiaries to any third Person (other than pursuant to any Company Intellectual Property Licenses or amounts payable to employees and independent contractors not contingent on or related to use of their work product) as a result of the ownership, use, possession, license, sale, marketing, advertising or disposition of any Company Intellectual Property by the Company or any of its Subsidiaries and none will become payable as a result of the consummation of the transactions contemplated hereby.

(f) Each current and former employee and consultant of the Company and its Subsidiaries has executed an agreement with the Company or its Subsidiaries relating to proprietary information and assignment of inventions substantially in the form made available to Parent (the "Company Personnel Agreements"). To the Company's Knowledge, no current or former employee or consultant has violated any provision thereof. The Company or its Subsidiaries have secured valid written assignments from all of the Company's and its Subsidiaries' consultants, contractors and employees who conceived (in whole or in part) of any Company Intellectual Property, to the extent legally permissible. No current or former employee, officer, director, consultant or independent contractor of the Company or any of its Subsidiaries has any right, license, claim or interest whatsoever in or with respect to any Company Intellectual Property Rights.

(g) No government funding, facilities of a university, college, other educational institution or research center or funding from third parties (other than funds received in consideration for the Company's or any of its Subsidiaries' stock) was used in the development of the Company Intellectual Property. To the Company's Knowledge, no current or former employee, consultant or independent contractor of the Company or any of its Subsidiaries who was involved in, or who contributed to, the creation or development of any Company Intellectual Property has performed services for any governmental entity, university, college, or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Company or any of its Subsidiaries. To the Knowledge of the Company, no Governmental Entity, university, college, or other educational institution or non-profit research center has any claim or right in or to any Company Intellectual Property.

(h) To the extent the Company uses any "open source" or "copyleft" software or is a party to "open" or "public source" or similar licenses, the Company is in compliance with the terms of any such licenses, and the Company is not required under any such license to (a) make or permit any disclosure or to make available any source code for its (or any of its licensors') proprietary software or (b) distribute or make available any of the Company's proprietary software or intellectual property (or to permit any such distribution or availability).

(i) In connection with the Company's or any of its Subsidiaries' collection, use or transmission of personally identifiable information, the Company and its Subsidiaries have complied in all material respects with all applicable Law, its publicly available privacy policy and any contractual obligations to third parties.

Section 3.16 Environmental Matters.

(a) The Company and its Subsidiaries are, and have been for the past five (5) years, in material compliance with all Environmental Laws, and any past material noncompliance by the Company and its Subsidiaries with Environmental Laws has been resolved.

(b) (i) Each of the Company and its Subsidiaries has, as applicable, developed and submitted or obtained, maintained and materially complied with all Environmental Permits that are required for the conduct and operation of its business, and the Company or any applicable Subsidiary of the Company has not received any written notice that any such Environmental Permit is not in full force and effect; and (ii) to the Company's Knowledge, no such Environmental Permit is or will be subject to review, revision, major modification, voidance or prior consent by any Governmental Entity as a result of the consummation of the transactions contemplated by this Agreement.

(c) Except as set forth in Section 3.16(c) of the Company Disclosure Letter, none of the Company or any of its Subsidiaries has received any written notice of any violation of, or liability under, Environmental Laws or Environmental Permits or with respect to Hazardous Materials in the last five (5) years or that remains open or not fully resolved or otherwise terminated.

(d) Except as set forth in Section 3.16(c) of the Company Disclosure Letter, there are no pending or, to the Company's Knowledge, threatened, civil, criminal or administrative Actions, notices of violation, or arbitrations, which, in each instance, is alleged against the Company or any of its Subsidiaries or related to the Company Owned Real Property or the Company Leased Real Property or any other property previously owned or operated by the Company or any of its Subsidiaries for which the Company or any of its Subsidiaries retains any liabilities.

(e) Neither the Company nor any of its Subsidiaries has Released or received a written notice of a Release of Hazardous Materials and, to the Company's Knowledge, none of them has other notice of a Release of any Hazardous Materials on, at, or from the Company Owned Real Property or the Company Leased Real Property, except for any release (i) that is (A) in compliance with Environmental Laws or Environmental Permits and (B) occurring in a manner or in quantities or locations that would not require any investigation or remediation of soil or groundwater or any other environmental media, including in an offshore environment, under Environmental Laws, or (ii) that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(f) Except as set forth in Section 3.16(c) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has transported or disposed of, or arranged for the transport or disposal of any Hazardous Material at or to any off-site location which, to the Company's Knowledge, has resulted in, or would reasonably be expected to result in, a liability to the Company.

(g) The Company has made available to Parent true and complete copies of, or access to, correct and complete copies of (i) all Environmental Permits currently in effect; and (ii) results of any material reports, assessments, studies, analyses, tests, correspondence or monitoring, possessed or initiated by the Company or any of its Subsidiaries pertaining to Hazardous Materials in, on or under their Company Owned Real Property or Company Leased Real Property, or concerning compliance by the Company or any of its Subsidiaries with Environmental Laws.

Section 3.17 Insurance. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) each insurance policy under which the Company or any of its Subsidiaries is an insured or otherwise the principal beneficiary of coverage (each a "Company Insurance Policy") is in full force and effect, all premiums due thereon have been paid in full and the Company and its Subsidiaries are in compliance with the terms and conditions of such Company Insurance Policy; (b) neither the Company nor any of its Subsidiaries is in breach or default under any Company Insurance Policy; and (c) no event has occurred which, with notice or lapse of time, would constitute such breach or default, or permit termination or modification, under any Company Insurance Policy.

Section 3.18 Regulatory Matters; Permits.

(a) Each of the Company and its Subsidiaries holds all material licenses, permits, franchises, variances, registrations, exemptions, Orders and other governmental authorizations, consents, approvals and clearances with, and has submitted notices to, all Governmental Entities necessary for the lawful operating of the businesses of the Company or any of its Subsidiaries as currently conducted (the "Company Permits"), and to the Company's Knowledge all such Company Permits are valid, and in full force and effect. Since January 1, 2013, there has not occurred any violation of, default (with or without notice or lapse of time or both) under, or event giving to others any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any Company Permit. The Company and each of its Subsidiaries are in compliance in all material respects with the terms of all Company Permits, and no event has occurred that would reasonably be expected to result in the revocation, cancellation, non-renewal or adverse modification of any Company Permit.

(b) For the avoidance of doubt, the provisions of this Section 3.18 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by the Company and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials, are solely and exclusively made in Section 3.16 of this Agreement.

Section 3.19 Interested Party Transactions. Except as disclosed in Section 3.19 of the Company Disclosure Letter, since January 1, 2013, there have been no transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries on the one hand, and the Affiliates of the Company on the other hand (other than the Company's Subsidiaries), that would be required to be disclosed under Item 404 of Regulation S-K under the Exchange Act and that has not been so disclosed.

Section 3.20 Company Information. The information relating to the Company or any Subsidiary of the Company to be included or incorporated by reference in the Joint Proxy Statement and the Form S-4 will not, at the time the Form S-4 is declared effective, the time the Joint Proxy Statement is first mailed to stockholders of the Company and Parent and the time of the Company Stockholder Meeting and the Parent Stockholder Meeting, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The information relating to the Company or any Subsidiary of the Company that is provided or to be provided by the Company or its Representatives for inclusion in any document (other than the Form S-4) filed with any other Governmental Entity in connection with the transactions contemplated by this Agreement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. All documents that the Company is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated hereby (including the Joint Proxy Statement and the Form S-4) (except for such portions thereof that relate only to Parent, Merger Sub or any of their Subsidiaries) will comply as to form and substance in all material respects with the provisions of the Securities Act and the Exchange Act.

Section 3.21 Company Ownership of Parent Securities. Prior to the Parent Board approving this Agreement, the Merger and the other transactions contemplated hereby for purposes of the applicable provisions of the NRS, neither the Company nor any of its Subsidiaries, alone or together with any other Person, was at any time, or became, an "interested stockholder" (as such term is defined in Section 78.3787 of the NRS) thereunder or has taken any action that would cause any anti-takeover statute under the NRS or other applicable state Law to be applicable to this Agreement, the Merger, or any of the transactions contemplated hereby. None of the Company or any of its Subsidiaries has any direct or indirect beneficial ownership, or sole or shared voting power, with respect to any shares of Parent Common Stock.

Section 3.22 Brokers and Finders. Neither the Company nor any of its Subsidiaries has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Merger or the other transactions contemplated by this Agreement.

Section 3.23 Related Entity Representations. Neither the Company nor any of its Subsidiaries has any Related Entity.

Section 3.24 Tax-Free Reorganization/Contribution. Neither the Company nor any of its Subsidiaries has taken any action, and the Company is not aware of any fact or circumstance, that would reasonably be expected to prevent the Merger from qualifying as a Tax-Free Reorganization/Contribution.

Section 3.25 No Additional Representations.

(a) Except for the representations and warranties made in this Article III, neither the Company nor the Company's Subsidiaries nor any other Person makes any express or implied representation or warranty with respect to the Company or its Subsidiaries or Related Entities or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the transactions contemplated hereby, and the Company hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except for the representations and warranties made by the Company in this Article III, neither the Company, its Subsidiaries nor any other Person makes or has made any representation or warranty to Parent, Merger Sub, or any of their Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or Related Entities or their respective businesses; or (ii) any oral or written information presented to Parent, Merger Sub or any of their Affiliates or Representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) The Company acknowledges and agrees that it has (i) had the opportunity to meet with the management of Parent and to discuss the business, assets and liabilities of Parent and its Subsidiaries and Related Entities; (ii) been afforded the opportunity to ask questions of and receive answers from officers of Parent; and (iii) conducted its own independent investigation of Parent and its Subsidiaries and Related Entities, their respective businesses, assets, liabilities and the transactions contemplated by this Agreement.

(c) Notwithstanding anything contained in this Agreement to the contrary, the Company acknowledges and agrees that none of Parent, Merger Sub or any other Person has made or is making any representations or warranties relating to Parent or its Subsidiaries (including Merger Sub) or Related Entities whatsoever, express or implied, beyond those expressly given by Parent and Merger Sub in Article IV, including any implied representation or warranty as to the accuracy or completeness of any information regarding Parent furnished or made available to the Company, or any of its Representatives. Without limiting the generality of the foregoing, the Company acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospect information that may have been made available to the Company or any of its Representatives.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except (i) as disclosed in the Parent SEC Documents filed since March 31, 2014 but prior to the date of this Agreement (but excluding any disclosures contained under the heading "Risk Factors" or "forward looking statements" or any other disclosures included in such filings to the extent that they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature) or (ii) as set forth in the Parent Disclosure Letter delivered by Parent to the Company prior to or concurrent with the execution of this Agreement (the "Parent Disclosure Letter"), Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as follows:

Section 4.1 Organization, Standing and Power; Organizational Documents; Subsidiaries.

(a) Each of Parent and its Subsidiaries is a corporation, limited liability company or other legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization, and has the requisite corporate, limited liability company or other organizational, as applicable, power and authority to own, lease and operate its assets and to carry on its business as presently conducted. Each of Parent and its Subsidiaries is duly qualified or licensed to do business as a foreign corporation, limited liability company or other legal entity and is in good standing in each jurisdiction where the character of the assets and properties owned, leased or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent has delivered or made available to the Company a true and correct copy of the Organizational Documents of Parent and each of its Subsidiaries. Neither Parent nor any of its Subsidiaries is in violation of any of the provisions of the Organizational Documents. Parent has delivered or made available to the Company true, correct and complete copies of the minute books of Parent and each of its Subsidiaries from January 1, 2013 through the date of this Agreement. Such minute books contain a correct and complete copy of the minutes or written consents of all meetings of or actions by the directors, managers, members, partners or shareholders, as applicable, or any committees thereof (or, in the case of any minutes or written consents that have not been finalized, drafts thereof), and such minutes or written consents record, in all material respects, all meetings or material corporate actions held or taken through the date of this Agreement by such directors, managers, members, partners or shareholders, as applicable, or any committees thereof.

(c) Section 4.1(c)(i) of the Parent Disclosure Letter lists each of the Subsidiaries of Parent as of the date hereof and its place of organization. Section 4.1(c)(ii) of the Parent Disclosure Letter sets forth, for each Subsidiary that is not, directly or indirectly, wholly owned by Parent, (x) the number and type of any capital stock of, or other equity or voting interests in, such Subsidiary that is outstanding as of the date hereof and (y) the number and type of shares of capital stock of, or other equity or voting interests in, such Subsidiary that, as of the date hereof, are owned, directly or indirectly, by Parent and any other Person. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of Parent that is owned directly or indirectly by Parent have been validly issued, were issued free of pre-emptive rights and are fully paid and non-assessable, and are free and clear of all Liens, including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity or voting interests, except for any Liens (x) imposed by applicable securities Laws or (y) arising pursuant to the Organizational Documents of any non-wholly owned Subsidiary of Parent. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, Parent does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 4.2 Capital Structure.

(a) **Capital Stock.** The authorized capital stock of Parent consists of: (i) 50,000,000 shares of Parent Common Stock and (ii) 5,000,000 shares of preferred stock, par value $0.01 per share (the "Parent Preferred Stock"), of which 10,000 of such shares have been designated the Series A Junior Participating Cumulative Preferred Stock (the "Class A Preferred Shares"). As of the date of this Agreement (the "Parent Capitalization Date"), (x) 10,487,373 shares of Parent Common Stock are issued and outstanding, (y) no shares of Parent Common Stock are issued and held by Parent in its treasury and (z) no Class A Preferred Shares are issued and outstanding. All of the outstanding shares of capital stock of Parent are, and all shares of capital stock of Parent which may be issued as contemplated or permitted by this Agreement (including without limitation the Merger Consideration) will be, when issued, duly authorized and validly issued, fully paid and non-assessable and not subject to any pre-emptive rights. No Subsidiary of Parent owns any shares of the Company.

(b) **Stock Awards**.

(i) As of the Parent Capitalization Date, an aggregate of 686,480 shares of Parent Common Stock are subject to issuance pursuant to Parent Stock Options or Parent Stock Awards granted under the plans listed in Section 4.2(b) of the Parent Disclosure Letter (the plans referred to immediately above and the award or other applicable agreements entered into thereunder, in each case as amended, are collectively referred to herein as the "Parent Stock Plans") or granted independent of such plans. Section 4.2(b)(i) of the Parent Disclosure Letter sets forth as of the Parent Capitalization Date a list of each outstanding Parent Equity Award granted under Parent Stock Plans or independent of such plans and (A) the name of the holder of such Parent Equity Award, (B) the number of shares of Parent Common Stock subject to such outstanding Parent Equity Award, (C) the exercise price, purchase price or similar pricing of such Parent Equity Award, (D) the date on which such Parent Equity Award was granted or issued, (E) the applicable vesting schedule, and the extent to which such Parent Equity Award is vested and exercisable as of the date hereof, and (F) with respect to Parent Stock Options, the date on which such Parent Stock Option expires. All shares of Parent Common Stock subject to issuance under Parent Stock Plans or independent of such plans, upon issuance in accordance with the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable.

(ii) Except for Parent Stock Plans and as set forth in Section 4.2(b)(ii)(A) of the Parent Disclosure Letter, there are no Contracts to which Parent is a party obligating Parent to accelerate the vesting of any Parent Equity Award as a result of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events). Other than the Parent Equity Awards or as set forth in Section 4.2(b)(ii)(B) of the Parent Disclosure Letter, as of the date hereof, there are no outstanding (A) securities of Parent or any of its Subsidiaries convertible into or exchangeable for Parent Voting Debt or shares of capital stock of Parent, (B) options, warrants or other agreements or commitments to acquire from Parent or any of its Subsidiaries, or obligations of Parent or any of its Subsidiaries to issue, any Parent Voting Debt or shares of capital stock of (or securities convertible into or exercisable or exchangeable for shares of capital stock of) Parent or (C) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of Parent, in each case that have been issued by Parent or its Subsidiaries (the items in clauses (A), (B) and (C), together with the capital stock of Parent, being referred to collectively as "Parent Securities"). All outstanding shares of Parent Common Stock, all outstanding Parent Equity Awards, and all outstanding shares of capital stock, voting securities or other ownership interests in any Subsidiary of Parent, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities Laws.

(iii) Except for withholding in accordance with the terms of Parent's equity incentive plans and grant agreements, there are no outstanding Contracts requiring Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Parent Securities or Parent Subsidiary Securities. Neither Parent nor any of its Subsidiaries is a party to any voting agreement with respect to any Parent Securities or Parent Subsidiary Securities.

(c) **Voting Debt.** No bonds, debentures, notes or other Indebtedness issued by Parent or any of its Subsidiaries (i) having the right to vote on any matters on which stockholders or equity holders of Parent or any of its Subsidiaries may vote (or which is convertible into, or exercisable or exchangeable for, securities having such right), or (ii) the value of which is directly based upon or derived from the capital stock, voting securities or other ownership interests of Parent or any of its Subsidiaries, are issued or outstanding (collectively, "Parent Voting Debt").

(d) **Parent Subsidiary Securities**. As of the date hereof, there are no outstanding (i) securities of Parent or any of its Subsidiaries convertible into or exercisable or exchangeable for Parent Voting Debt, capital stock, voting securities or other ownership interests in any Subsidiary of Parent, (ii) options, warrants or other agreements or commitments to acquire from Parent or any of its Subsidiaries, or obligations of Parent or any of its Subsidiaries to issue, any Parent Voting Debt, capital stock, voting securities or other ownership interests in (or securities convertible into or exercisable or exchangeable for capital stock, voting securities or other ownership interests in) any Subsidiary of Parent, or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or other ownership interests in, any Subsidiary of Parent, in the case of each of clauses (i), (ii) and (iii) that have been issued by a Subsidiary of Parent (the items in clauses (i), (ii) and (iii), together with the capital stock, voting securities or other ownership interests of such Subsidiaries, being referred to collectively as "Parent Subsidiary Securities").

Section 4.3 Corporate Authority.

(a) Parent has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, subject only to the adoption of this Agreement and the other Parent Proposals by the affirmative vote of the holders of a majority of the outstanding capital stock of Parent entitled to vote thereon (the "Parent Stockholder Approval"), and to the filing and recording of the Articles of Merger under the provisions of the NRS. The Parent Stockholder Approval is the only vote of the holders of any class or series of capital stock of Parent necessary to adopt, approve or authorize this Agreement, the Merger and the other transactions contemplated by this Agreement. This Agreement has been duly authorized and validly executed and delivered by Parent and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Parent enforceable against Parent in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) As of the date of this Agreement, Parent Board, by resolution duly adopted at a meeting duly called and held, has (i) approved and declared advisable this Agreement and the Merger and the other transactions contemplated by this Agreement; (ii) resolved to recommend adoption of this Agreement to the stockholders of Parent; and (iii) directed that this Agreement be submitted to the stockholders of Parent for adoption.

(c) Assuming the accuracy of the representations and warranties of the Company set forth in Section 3.21, no Takeover Statute or any anti-takeover provision in Parent's certificate of incorporation and bylaws is, or at the Effective Time will be, applicable to Parent Common Stock, the Merger or the other transactions contemplated by this Agreement. Assuming the accuracy of the representations and warranties of the Company set forth in Section 3.21, Parent Board has taken all action so that Parent will not be prohibited from entering into a "business combination" with the Company (as such term is used in Section 203 of the Delaware General Corporation Law) as a result of the execution of this Agreement, or the consummation of the Merger or the other transactions contemplated hereby, without any further action on the part of Parent stockholders or Parent Board.

Section 4.4 Governmental Filings; No Violations, Etc.

(a) Except for the reports, registrations, consents, approvals, permits, authorizations, notices and/or filings (i) pursuant to Section 1.3, (ii) under the Securities Act and the Exchange Act, (iii) required to be made with NASDAQ, (iv) for or pursuant to other applicable foreign securities Law approvals, state securities, takeover and "blue sky" Laws, and (v) as set forth in Section 4.4(a) of the Parent Disclosure Letter, no notices, reports or other filings are required to be made by Parent or Merger Sub with, nor are any registrations, consents, approvals, permits or authorizations required to be obtained by Parent or Merger Sub from any Governmental Entity, in connection with the execution and delivery of this Agreement by Parent or Merger Sub and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated by this Agreement, except those that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) None of the execution, delivery or performance of this Agreement by Parent, the consummation by Parent of the Merger or any other transaction contemplated by this Agreement, or Parent's compliance with any of the provisions of this Agreement will (with or without notice or lapse of time, or both), (i) subject to obtaining the Parent Stockholder Approval, conflict with or violate any provision of Parent's certificate of incorporation or bylaws or any equivalent organizational or governing documents of any of Parent's Subsidiaries; (ii) conflict with or violate any Law or Order applicable to Parent or any of its Subsidiaries or any of their respective properties or assets; or (iii) except as set forth in Section 4.4(b)(iii) of the Parent Disclosure Letter, require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien, other than Permitted Liens, upon any of the respective properties or assets of Parent or any of its Subsidiaries pursuant to, any Contract, permit or other instrument or obligation to which Parent or any of its Subsidiaries is a party or by which they or any of their respective properties or assets may be bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, consents, approvals, authorizations, permits, breaches, losses, defaults, other occurrences or Liens which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. None of the execution, delivery or performance of this Agreement by Parent shall constitute or give rise to a Triggering Event under the Parent Rights Agreement (as such term is defined therein).

Section 4.5 Company Reports; Financial Statements.

(a) Except as set forth on Section 4.5(a) of the Parent Disclosure Letter, since January 1, 2013, Parent has filed or otherwise furnished (as applicable) all registration statements, prospectuses, forms, reports, definitive proxy statements, schedules, statements and other documents (including exhibits and all other information incorporated by reference) required to be filed by it under the Securities Act or the Exchange Act, as the case may be, together with all certifications required pursuant to the Sarbanes-Oxley Act (such documents and any other documents filed by Parent or any of its Subsidiaries with the SEC, including exhibits and other information incorporated therein as they have been supplemented, modified or amended since the time of filing, collectively, the "Parent SEC Documents"). As of their respective filing dates (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), the Parent SEC Documents (i) did 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 made therein, in light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the Exchange Act or the Securities Act, as the case may be, the Sarbanes-Oxley Act and the applicable rules and regulations of the SEC thereunder. None of Parent's Subsidiaries is required to make any filings with the SEC. All of the audited consolidated financial statements and unaudited consolidated interim financial statements of Parent included in the Parent SEC Documents (together with the related notes and schedules thereto, collectively, the "Parent Financial Statements") (A) have been prepared from, and are in accordance with, the books and records of Parent and Parent's Subsidiaries in all material respects, (B) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments) and (C) fairly present in all material respects the consolidated financial position and the consolidated results of operations, cash flows and changes in stockholders' equity of Parent and its Subsidiaries as of the dates and for the periods referred to therein.

(b) Each of the principal executive officer and the principal financial officer of Parent (or each former principal executive officer and each former principal financial officer of Parent, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the Parent SEC Documents, and the statements contained in such certifications are true and accurate in all material respects. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Neither Parent nor any of its Subsidiaries has outstanding (nor has arranged or modified since the enactment of the Sarbanes-Oxley Act) any "extensions of credit" (within the meaning of Section 402 of the Sarbanes-Oxley Act) to directors or executive officers (as defined in Rule 3b-7 under the Exchange Act) of Parent or any of its Subsidiaries. Parent is otherwise in compliance with all applicable provisions of the Sarbanes-Oxley Act and the applicable listing and corporate governance rules of NASDAQ, except for any non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Parent and each of its Subsidiaries have established and maintain a system of "internal controls 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 (i) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of Parent and its Subsidiaries are being made only in accordance with authorizations of management and Parent Board, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Parent's and its Subsidiaries' assets that could have a material effect on Parent's financial statements.

(d) Parent's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act), as required by Rules 13a-15(a) and 15d-15(a) of the Exchange Act, are designed to ensure that all information (both financial and non-financial) required to be disclosed by Parent 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 Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of Parent required under the Exchange Act with respect to such reports. Parent has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date of this Agreement, to Parent's auditors and the audit committee of Parent Board (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that could adversely affect in any material respect Parent's ability to record, process, summarize and report financial information, all of which are set forth on Section 4.5(d) of the Parent Disclosure Letter, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal controls over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meaning assigned to them in Public Company Accounting Oversight Board Auditing Standard 2, as in effect on the date of this Agreement.

(e) To Parent's Knowledge, none of the Parent SEC Documents is the subject of ongoing SEC review. Parent has made available to the Company true and complete copies of all written comment letters from the staff of the SEC received since January 1, 2013 through the date of this Agreement relating to the Parent SEC Documents and all written responses of Parent thereto through the date of this Agreement. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Parent SEC Documents. As of the date of this Agreement, there are no SEC inquiries or investigations, other governmental inquiries or investigations, or internal investigations pending or, to Parent's Knowledge, threatened, in each case regarding any accounting practices of Parent.

Section 4.6 Absence of Certain Changes. Since March 31, 2014, except in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the business of Parent and each of its Subsidiaries has been conducted in the ordinary course of business and there has not been or occurred:

(a) any Parent Material Adverse Effect or any event, condition, change or effect that could reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; or

(b) any event, condition, action or effect that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 5.1.

Section 4.7 No Undisclosed Material Liabilities. There are no liabilities or obligations of Parent or any of its Subsidiaries, whether accrued, absolute, determined or contingent, except for (a) liabilities or obligations disclosed and provided for in the balance sheets included in the Parent Financial Statements (or in the notes thereto) filed and publicly available prior to the date of this Agreement; (b) liabilities or obligations incurred in accordance with or in connection with this Agreement; (c) liabilities or obligations incurred since September 30, 2014 in the ordinary course of business consistent with past practice; and (d) liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract relating to any transaction or relationship between or among Parent and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand), or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act), where the result, purpose, or effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, Parent or any of its Subsidiaries, in the Parent Financial Statements or other Parent SEC Documents. As of the close of business on the date immediately preceding the date of this Agreement, Parent and its Subsidiaries had not less than $6,820,000 of cash and cash equivalents on the balance sheet of Parent and its consolidated Subsidiaries.

Section 4.8 Litigation.

(a) As of the date of this Agreement, except as set forth in Section 4.8(a) of the Parent Disclosure Letter, there are no Actions pending or, to Parent's Knowledge, threatened against Parent or any of its Subsidiaries or any of their respective assets or properties or, to the Knowledge of Parent, any executive officer or director of Parent or any of its Subsidiaries in their capacities as such, other than any such Action that (i) does not involve an amount in controversy in excess of $50,000, or (ii) does not seek material injunctive or other material non-monetary relief. None of Parent or any of its Subsidiaries or, to the Knowledge of Parent, any executive officer or director of Parent or any of its Subsidiaries, is subject to any Order, whether temporary, preliminary or permanent, which would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. As of the date hereof, there are no SEC inquiries or investigations, other governmental inquiries or investigations or internal investigations pending or, to the Knowledge of Parent, threatened, in each case regarding any accounting practices of Parent or any of its Subsidiaries or any malfeasance by any executive officer or director of Parent.

(b) For the avoidance of doubt, the provisions of this Section 4.8 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by Parent and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials are solely and exclusively made in Section 4.16 of this Agreement.

Section 4.9 Compliance with Laws.

(a) Parent and each of its Subsidiaries is and, since December 31, 2013, has been in compliance with all Laws or Orders applicable to Parent or any of its Subsidiaries or by which Parent or any of its Subsidiaries or any of their respective businesses or properties is bound, except where any such failure to be in compliance has not had, or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. To Parent's Knowledge, no investigation or review by any Governmental Entity with respect to Parent or any of its Subsidiaries is pending or threatened, nor has any Governmental Entity indicated an intention to conduct the same which, in each case, would reasonably be expected to have a Parent Material Adverse Effect. Parent is in material compliance with the FCPA, and any rules and regulations thereunder, as well as other anti-corruption laws to which it may be subject. None of Parent or any of its Subsidiaries, or, to Parent's Knowledge, any director, officer, agent, employee or other Person associated with or acting on behalf of Parent or its Subsidiaries, has, directly or indirectly, provided anything of value to any foreign official, as that term is defined in the FCPA, in connection with obtaining, retaining or otherwise securing an improper advantage in connection with the business of Parent or its Subsidiaries.

(b) Parent is not engaged in the "practice of medicine" as that term is defined by any state or federal law, regulation, or rule regulating the "practice of medicine" in the United States or as interpreted by any government or quasi-government regulatory body, professional board, or accrediting body regulating the practice of medicine in the United States.

(c) Parent has not received any notice from any government or quasi-government regulatory body, professional board, or accrediting body which regulates the practice of medicine in the United States with respect to any past, present, or proposed Parent product, service, advertisement, or business activity.

(d) Parent is not engaged in the field of "telehealth" as that term is defined by any state or federal law, regulation, or rule regulating the "practice of medicine" and/or "telehealth" in the United States or as interpreted by any government or quasi-government regulatory body, professional board, or accrediting body regulating the practice of medicine in the United States.

(e) Parent has not received any notice from any government or quasi-government regulatory body, professional board, or accrediting body which regulates the practice of medicine and/or "telehealth" in the United States with respect to any past, present, or proposed Parent product, service, advertisement, or business activity.

(f) For the avoidance of doubt, the provisions of this Section 4.9 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by Parent and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials are solely and exclusively made in Section 4.16.

Section 4.10 Properties. Except as would not have a Parent Material Adverse Effect, Parent and its Subsidiaries, as the case may be, (i) hold good and valid title to all of the properties and assets reflected in the September 30, 2014 balance sheet included in the Parent SEC Documents as being owned by Parent or one of its Subsidiaries or acquired after the date thereof that are material to Parent's business on a consolidated basis (except for properties and assets sold or otherwise disposed of since the date thereof in the ordinary course of business) (collectively, with respect to real property, the "Parent Owned Real Property"), free and clear of all Liens, except for Permitted Liens and other matters described in Section 4.10 of the Parent Disclosure Letter; (ii) holds the Parent Owned Real Property, or any portion thereof or interest therein, free of any outstanding options or rights of first refusal or offer to purchase or lease; (iii) is the lessee or permittee of all leasehold estates reflected in the March 31, 2014 financial statements included in the Parent SEC Documents or acquired after the date thereof that are material to Parent's business on a consolidated basis (except for leases that have expired by their terms since the date thereof or been assigned, terminated or otherwise disposed of in the ordinary course of business) (collectively, with respect to real property, the "Parent Leased Real Property"); (iv) is in possession of the Parent Leased Real Property, and each lease underlying the Parent Leased Real Property is valid and in full force and effect, and constitutes a valid and binding obligation of Parent or the applicable Subsidiary of Parent, subject to the Bankruptcy and Equity Exception; and (v) has not received any written notice of termination or cancellation of or of a breach or default in connection with Parent Leased Real Property.

Section 4.11 Contracts.

(a) As of the date of this Agreement, except as set forth in Section 4.11(a) of the Parent Disclosure Letter, neither Parent nor any of its Subsidiaries is a party to or bound by any:

(i) "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Securities Act), whether or not filed by Parent with the SEC;

(ii) employment or consulting Contract (in each case with respect to which Parent has continuing obligations as of the date hereof) with any current or former (x) executive officer of Parent, (y) member of Parent Board, or (z) Parent Employee providing for an annual base salary in excess of $50,000;

(iii) Contract providing for indemnification or any guaranty by Parent or any Subsidiary thereof, in each case that is material to Parent and its Subsidiaries, taken as a whole, other than (x) any guaranty by Parent or a Subsidiary thereof of any of the obligations of (A) Parent or another wholly owned Subsidiary thereof or (B) any Subsidiary (other than a wholly owned Subsidiary) of Parent that was entered into in the ordinary course of business pursuant to or in connection with a customer Contract, or (y) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business;

(iv) Contract that purports to limit in any material respect the right of Parent or any of its Subsidiaries (or, at any time after the consummation of the Merger, Parent or any of its Subsidiaries) (x) to engage in any line of business, or (y) to compete with any Person or operate in any geographical location;

(v) Contract relating to the disposition or acquisition, directly or indirectly (by merger or otherwise), by Parent or any of its Subsidiaries after the date of this Agreement of assets with a fair market value in excess of $50,000;

(vi) Contract that contains any provision that requires the purchase of all of Parent's or any of its Subsidiaries' requirements for a given product or service from a given Third Party, which product or service is material to Parent and its Subsidiaries, taken as a whole;

(vii) Contract that obligates Parent or any of its Subsidiaries to conduct business on an exclusive or preferential basis with any Third Party or upon consummation of the Merger will obligate Parent, the Surviving Corporation or any of their respective Subsidiaries to conduct business on an exclusive or preferential basis with any Third Party;

(viii) Contracts relating to Indebtedness for borrowed money or any guarantee of any Indebtedness for borrowed money (other than in respect of Indebtedness for borrowed money of a wholly owned Subsidiary of Parent) or loans or other advances to any Person in excess of $50,000;

(ix) Contracts where Parent or any of its Subsidiaries has received or expects to receive $50,000 or more in revenues pursuant to such agreements in the current fiscal year;

(x) Contracts with respect to the receipt of any goods and services involving a payment of $50,000 or more per annum;

(xi) Employee collective bargaining agreement or other Contract with any labor union;

(xii) Joint venture, alliance, partnership or limited liability company agreements or similar Contracts relating to the formation, creation, operation, management or control of any joint venture, alliance, partnership or limited liability company that (A) is material to Parent, any of its Subsidiaries or any of its Subsidiaries; (B) is material to any investment in, or other commitment to, any Related Entity of Parent; or (C) would reasonably be expected to require Parent or its Subsidiaries to make expenditures in excess of $50,000 or more in the current fiscal year;

(xiii) Contract which is not otherwise described in clauses (i)-(xii) above that is material to Parent and its Subsidiaries, taken as a whole; or

(xiv) Contracts material to Parent's or any of its Subsidiaries' Intellectual Property owned or used by Parent or any of its Subsidiaries.

(b) All Contracts to which Parent or any of its Subsidiaries is a party to or bound by as of the date of this Agreement that are of the type described in clause (a) above are referred to herein as the "Parent Material Contracts." Except, in each case, as has not, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (i) all Parent Material Contracts are valid and binding on Parent and/or the relevant Subsidiary of Parent that is a party thereto and, to Parent's Knowledge, each other party thereto, subject to the Bankruptcy and Equity Exception, (ii) all Parent Material Contracts are in full force and effect, (iii) Parent and each of its Subsidiaries has performed all material obligations required to be performed by them under Parent Material Contracts to which they are parties, (iv) to Parent's Knowledge, each other party to a Parent Material Contract has performed all material obligations required to be performed by it under such Parent Material Contract and (v) no party to any Parent Material Contract has given Parent or any of its Subsidiaries written notice of its intention to cancel, terminate, change the scope of rights under or fail to renew any Parent Material Contract and neither Parent nor any of its Subsidiaries, nor, to Parent's Knowledge, any other party to any Parent Material Contract, has repudiated in writing any material provision thereof. Since January 1, 2013, neither Parent nor any of its Subsidiaries has Knowledge of, or has received written notice of, any violation of or default under (or any condition which with the passage of time or the giving of notice would cause such a violation of or default under or permit termination, modification or acceleration under) any Parent Material Contract or any other Contract to which Parent or any of its Subsidiaries is a party or by which Parent, any of its Subsidiaries or any of their respective material properties or assets is bound, except for violations or defaults that are not, individually or in the aggregate, reasonably likely to result in a Parent Material Adverse Effect.

Section 4.12 Employee Benefit Plans.

(a) Section 4.12(a) of the Parent Disclosure Letter sets forth a true, complete and correct list of each material "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA), and any other material plan, policy, program, practice, agreement, understanding or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of Parent or any ERISA Affiliate, which are now maintained, sponsored or contributed to by Parent or any ERISA Affiliate, or under which Parent or any ERISA Affiliate has any material obligation or liability, whether actual or contingent, including all incentive, bonus, deferred compensation, vacation, holiday, cafeteria, medical, disability, stock purchase, stock option, stock appreciation, phantom stock, restricted stock, restricted stock unit, stock-based compensation, change-in-control, retention, employment, consulting, personnel or severance policies, programs, practices, Contracts or arrangements (each, a "Parent Benefit Plan"). For purposes of this Agreement, the term "Parent Foreign Benefit Plans" shall mean those Parent Benefit Plans maintained, sponsored or contributed to primarily for the benefit of current or former employees of Parent or any ERISA Affiliate who are or were regularly employed outside the United States. Section 4.12(a) of the Parent Disclosure Letter sets forth a true, complete and correct list of each Parent Foreign Benefit Plan to the Company. For purposes of this Section 4.12 and Section 4.11, "ERISA Affiliate" shall mean any entity (whether or not incorporated) that, together with any other entity, is considered under common control and treated as one employer under Section 414(b) of the Code. Parent has no express or implied commitment to terminate or modify or change any Parent Benefit Plan, other than with respect to a termination, modification or change required by this Agreement, ERISA or the Code or which would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) Except as set forth in Section 4.12(b) of the Parent Disclosure Letter, with respect to each Parent Benefit Plan (including each Parent Foreign Benefit Plan to the extent applicable), Parent has made available to Parent true, complete and correct copies of the following (as applicable): (i) the written document evidencing such Parent Benefit Plan or, with respect to any such plan that is not in writing, a written description of the material terms thereof; (ii) the summary plan description; (iii) the most recent annual report, financial statement and/or actuarial report; (iv) the most recent determination letter from the IRS; (v) the most recent Form 5500 required to have been filed, including all schedules thereto; (vi) any related trust agreements, insurance contracts or other funding arrangements; (vii) any notices to or from the IRS, Department of Labor, PBGC or any other Governmental Entity relating to any unresolved compliance issues in respect of any such Parent Benefit Plan; and (viii) all material amendments, modifications or supplements to any Parent Benefit Plan.

(c) Except as set forth in Section 4.12(c) of the Parent Disclosure Letter, each Parent Benefit Plan has been administered in all material respects in accordance with its terms, applicable Law (including Section 409A of the Code) and any applicable collective bargaining agreement, including, in all material respects, timely filing of all Tax, annual reporting and other governmental filings required by ERISA and the Code and timely contribution (or, if not yet due, proper financial reporting) of any amounts required to be made under the terms of any of Parent Benefit Plans. With respect to Parent Benefit Plans, no event has occurred and there exists no condition or set of circumstances in connection with which Parent or any of its Subsidiaries would be subject to any liability that, individually or in the aggregate, would reasonably be expected to be material to Parent and its Subsidiaries, taken as a whole. Each Parent Benefit Plan that is intended to be "qualified" under Section 401 of the Code has received a favorable determination letter from the IRS to such effect and, to Parent's Knowledge, no fact, circumstance or event has occurred or exists since the date of such determination letter that would reasonably be expected to adversely affect the qualified status of any such Parent Benefit Plan. None of Parent or any of its Subsidiaries has received notice of and, to Parent's Knowledge, there are no audits or investigations by any Governmental Entity with respect to, or other Actions against or involving any Parent Benefit Plan or asserting rights or claims to benefits under any Parent Benefit Plan (other than routine claims for benefits payable in the normal course). Other than as set forth in Section 4.12(c) of the Parent Disclosure Letter, each Parent Benefit Plan subject to ERISA that provides retiree healthcare or life insurance benefits in the United States provides by its terms that it may be amended or terminated without material liability to Parent or any of its Subsidiaries at any time after the Effective Time (other than as required by applicable Law).

(d) Except as set forth in Section 4.12(d) of the Parent Disclosure Letter, no Parent Benefit Plan is a "multiemployer plan" (as defined in Sections 3(37) and 4001(a)(3) of ERISA) or a "multiple employer plan" within the meaning of Sections 4063/4064 of ERISA or Section 413(c) of the Code and neither Parent nor any ERISA Affiliate has sponsored or contributed to or been required to contribute to, or has any liability with respect to, a "multiemployer plan" or "multiple employer plan."

(e) Except as set forth in Section 4.12(e) of the Parent Disclosure Letter, neither Parent nor any ERISA Affiliate maintains or contributes to, or in the past has maintained or contributed to, any "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA. With respect to each plan set forth in Section 4.12(e) of the Parent Disclosure Letter that is subject to Section 412 of the Code or Section 302 of Title IV of ERISA, except to the extent that the event or condition in question would not give rise to a Parent Material Adverse Effect, (i) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived; (ii) there has been no "reportable event" within the meaning of Section 4043 of ERISA and the regulations thereunder which required a notice to the PBGC which has not been fully and accurately reported in a timely fashion, as required, or which, whether or not reported, would constitute grounds for the PBGC to institute involuntary termination proceedings with respect to any Company Benefit Plan that is subject to Title IV of ERISA; (iii) all premiums to the PBGC have been timely paid in full; (iv) there has not been a partial termination; and (v) none of the following events has occurred: (A) the filing of a notice of intent to terminate, (B) the treatment of an amendment to such a Parent Benefit Plan as a termination under Section 4041 of ERISA or (C) the commencement of proceedings by the PBGC to terminate such a Parent Benefit Plan and, to Parent's Knowledge, no condition exists that presents a substantial risk that such proceedings will be instituted or which would constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such plan.

(f) (i) Each Parent Foreign Benefit Plan has, in all material respects, been established, maintained and administered in compliance with its terms and all applicable Laws and Orders of any controlling Governmental Entity; (ii) each Parent Foreign Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities; and (iii) each Parent Foreign Benefit Plan required to be funded and/or book reserved is funded and/or book reserved, as appropriate, in accordance with applicable Law.

Section 4.13 Labor Matters and other Employment Matters.

(a) Each of Parent and its Subsidiaries is in material compliance with all applicable Laws of the United States, or of any state or local government or any subdivision thereof or of any foreign government respecting employment and employment practices, terms and conditions of employment, wages and hours and occupational safety and health, including without limitation the Immigration Reform and Control Act, the Worker Adjustment Retraining and Notification Act, any Laws respecting employment discrimination, harassment, retaliation, disability rights or benefits, equal opportunity, plant closure or mass or group layoff or separation issues, affirmative action, workers' compensation, employee benefits, severance payments, COBRA, labor relations, collective bargaining, employee leave issues, wage and hour standards, occupational safety and health requirements and unemployment insurance and related matters. Neither Parent nor any of its Subsidiaries is a party to or bound by any labor union or collective bargaining agreement. There is no unfair labor practice charge pending or, to Parent's Knowledge, threatened which if determined adversely to Parent or its Subsidiaries would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. To Parent's Knowledge, there are no organizational campaigns, petitions or other activities or proceedings of any labor union, workers' council or labor organization (a) seeking to represent employees of Parent or any of its Subsidiaries or recognition by Parent or any of its Subsidiaries as the representative of a collective bargaining unit with respect to any of the employees of Parent or any of its Subsidiaries or (b) compelling Parent or any of its Subsidiaries to bargain with any such labor union, works council or labor organization. There are no material strikes, slowdowns, walkouts, work stoppages or other labor-related controversies pending or, to Parent's Knowledge, threatened, and neither Parent nor any of its Subsidiaries has experienced any such strike, slowdown, walkout, work stoppage or other labor-related controversy within the past three (3) years.

(b) As of the date of this Agreement, Parent employs 13 full-time employees and one (1) part-time employee and engages five (5) consultants or independent contractors. Section 4.13(b) of the Parent Disclosure Letter sets forth all material compensation, including salary, bonus, severance obligations and deferred compensation paid or payable for each current officer, employee, consultant and independent contractor of the Company who received compensation in excess of $50,000 for the year ended December 31, 2014 or is anticipated to receive compensation in excess of $50,000 for the fiscal year ending December 31, 2015.

(c) Parent has identified in Section 4.13(c) of the Parent Disclosure Letter and has made available to the Company true and complete copies of (A) all current severance and employment agreements with directors, officers or employees of or consultants to Parent, (B) all current severance programs and policies of Parent with or relating to its employees, and (C) all current plans, programs, agreements and other arrangements of Parent with or relating to its directors, officers, employees or consultants which contain change in control provisions. Except as set forth in Section 4.13(c) of the Parent Disclosure Letter, none of the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event, such as termination of employment) (A) result in any payment (including severance, parachute or otherwise) becoming due to any director or employee of Parent or any Subsidiary from Parent or such Subsidiary under any agreement or otherwise, (B) increase any benefits otherwise payable under any agreement with Parent or any Subsidiary or (C) result in any acceleration of the time of payment or vesting or any material benefits, except as required by Law. No individual who is a party to an employment agreement listed in Section 4.13(c) of the Parent Disclosure Letter or any agreement incorporating change in control provisions with Parent has terminated employment or been terminated, nor to the Knowledge of Parent or Merger Sub, has an event occurred that could reasonably be expected to give rise to a termination event in either case under circumstances that has given, or could reasonably be expected to give, rise to a severance obligation on the part of Parent under such agreement.

(d) Except as set forth on Section 4.13(d) of the Parent Disclosure Letter, to the Knowledge of Parent each current and former employee, consultant and officer of Parent has executed an agreement with Parent regarding confidentiality and proprietary information substantially in the form or forms made available to the counsel for Parent. Except as set forth on Section 4.13(d) of the Parent Disclosure Letter, to the Knowledge of Parent each current and former employee of Parent or any Subsidiary has executed a non-solicitation agreement substantially in the form or forms made available to counsel for Parent. Parent is not aware that any of its employees is in violation of any agreement covered in this Section 4.13(d). To the Knowledge of Parent, no current employee, consultant or independent contractor of Parent or any of its Subsidiaries: (i) is in violation of any term or covenant of any employment contract, patent disclosure agreement, invention assignment agreement, non-disclosure agreement, non-solicitation agreement, non-competition agreement, or any other contract with any other Person by virtue of such employee's, consultant's, or independent contractor's being employed by, or performing services for, Parent or any of its Subsidiaries or using trade secrets or proprietary information of others without permission; (ii) is party to any contract with any prior employer or other party that prohibits or otherwise restricts such employee, consultant or independent contractor in any material respect from performing his prior or current duties at Parent or any of its Subsidiaries; or (iii) has developed any technology, software or other copyrightable, patentable, or otherwise proprietary work for Parent or any of its Subsidiaries that is subject to any contract under which such employee, consultant or independent contractor has assigned or otherwise granted (or agreed to assign or otherwise grant) to any third party any rights (including Intellectual Property) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work. To the Knowledge of Parent, the employment of any employee of Parent or any of its Subsidiaries and the use by Parent or any of its Subsidiaries of the services of any consultant or independent contractor has not and does not subject Parent or any of its Subsidiaries to any liability to any third party for improperly soliciting such employee or consultant, or independent contractor to work for Parent or any of its Subsidiaries, whether such liability is based on contractual or other legal obligations to such third party.

Section 4.14 Tax.

(a) (i) All federal and state Tax Returns and all other material Tax Returns that were or are required to be filed on or before the Closing Date by Parent or its Subsidiaries have been or will be timely filed on or before the Closing Date, and all such Tax Returns are or will be true, correct and complete in all material respects and were or will be prepared in substantial compliance with all Applicable Laws; (ii) all Taxes due and owing by Parent or its Subsidiaries (whether or not shown on the Tax Returns referred to in clause (i)) have been or will be timely paid in full on or before the Closing Date; (iii) all deficiencies asserted in writing or assessments made in writing by the relevant Taxing Authority in connection with any of the Tax Returns referred to in clause (i) have been or will be timely paid in full on or before the Closing Date; and (iv) no issues that have been raised in writing (or otherwise to Parent's Knowledge) by the relevant Taxing Authority in connection with any of the Tax Returns referred to in clause (i) are pending as of the date of this Agreement, or, if pending, have been specifically identified by Parent to Parent and adequately reserved for in Parent Financial Statements. Neither Parent nor any of its Subsidiaries currently is the beneficiary of any extension of time within which to file any Tax Return.

(b) No federal, state, local or non-U.S. tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to Parent or any of its Subsidiaries. Neither Parent nor its Subsidiaries has received from any federal, state, local or non-U.S. Taxing Authority (including jurisdictions where Parent or its Subsidiaries have not filed Tax Returns) any (i) written notice indicating an intent to open an audit or other review; (ii) request for information related to Tax matters; or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Taxing Authority against Parent or any of its Subsidiaries. Section 4.14(b) of the Parent Disclosure Letter lists all Tax Returns filed by Parent and its Subsidiaries for taxable periods ended on or after March 31, 2012, indicates those Tax Returns that have been audited and indicates those Tax Returns that currently are the subject of audit. Parent has received (or had made available to it) correct and complete copies of all federal and state income Tax Returns filed by Parent and each of its Subsidiaries for taxable periods ended on or after March 31, 2012 and all examination reports and statements of deficiencies related to federal and state income Tax assessed against or agreed to by Parent or any of its Subsidiaries with respect to those taxable periods.

(c) There are no Liens on Parent's or any of its Subsidiaries' assets that arose in connection with any failure (or alleged failure) to pay any Tax other than Liens for Taxes not yet due and payable or which the validity thereof is being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP in the Parent Financial Statements.

(d) Neither Parent nor any of its Subsidiaries has waived any statute of limitations in respect of income Taxes or agreed to any extension of time with respect to an income Tax assessment or deficiency.

(e) Parent and its Subsidiaries have 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.

(f) Except as listed on Section 4.14(f) of the Parent Disclosure Letter, neither Parent nor any of its Subsidiaries is (or has been) a party to any Tax allocation or sharing agreement. Neither Parent nor any of its Subsidiaries (A) has been a member of an Affiliated Group filing a consolidated federal Tax Return (other than a group the common parent of which was Parent); or (B) has any liability for Taxes of any Person (other than Parent or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) as a transferee, successor, by contract or otherwise. Any Tax allocation or sharing agreement that is listed on Section 4.14(f) of the Parent Disclosure Letter will be terminated as of the Closing Date and will have no further effect for any taxable year (whether the current year, a future year or a past year). As of the Closing Date, Parent and its Subsidiaries shall have no further liability or claim under such Tax allocation or sharing agreements.

(g) Except as listed on Schedule 4.14(g) of the Parent Disclosure Letter, there are no joint ventures, partnerships, limited liability companies, or other arrangements or contracts to which Parent or any Subsidiary is a party and that is treated as a partnership for federal income Tax purposes.

(h) Neither Parent nor any Subsidiary has, nor has it ever had, a "permanent establishment" in any foreign country, as such term is defined in any applicable Tax treaty or convention between the United States and such foreign country, nor has it otherwise taken steps that have exposed, or will expose, it to the taxing jurisdiction of a foreign country.

(i) No claim has been made in the last five (5) years by a Taxing Authority in a jurisdiction where Parent or any Subsidiary does not file Tax Returns that Parent (or such Subsidiary) is or may be subject to taxation by that jurisdiction nor is there any factual or legal basis for any such claim.

(j) Neither Parent nor any Subsidiary has, in the last five (5) years, distributed stock of another corporation, or had its stock distributed by another corporation, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

(k) Neither Parent nor any Subsidiary is or has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(l) Neither Parent nor any Subsidiary participates in or cooperates with (or has at any time participated in or cooperated with) an international boycott within the meaning of Section 999 of the Code.

(m) Neither Parent nor any Subsidiary has engaged in any transaction that, as of the date hereof, is a "listed transaction" under Treasury Regulations Section 1.6011-4(b)(2). Parent and each Subsidiary have disclosed in their Tax Returns all information required by the provisions of the Treasury Regulations issued under Section 6011 of the Code with respect to any "reportable transaction" as that term is defined in Section 6707A(c) of the Code.

(n) No gain recognition agreements have been entered into by either Parent or any Subsidiary, and, except as listed on Section 4.14(n) of the Parent Disclosure Letter, neither Parent nor any of its Subsidiaries has obtained a private letter ruling or closing agreements from the IRS (or any comparable ruling from any other Taxing Authority).

(o) Neither Parent nor any Subsidiary is or has at any time been (A) a "controlled foreign corporation" as defined by Section 957 of the Code; (B) a "personal holding company" as that term has been defined from time to time in Section 542 of the Code; or (C) a "passive foreign investment company" nor has Parent or any Subsidiary at any time held directly, indirectly, or constructively shares of any "passive foreign investment company" as that term has been defined from time to time in Section 1296 or 1297 of the Code.

(p) Parent and each Subsidiary is in full compliance with all the terms and conditions of any Tax exemption or other Tax reduction agreement or order of a foreign or state government and the consummation of the transactions contemplated by this Agreement will not have any adverse effect on the continued validity and effectiveness of any such Tax exemption or other Tax reduction agreement or order.

(q) Except as listed on Section 4.14(q) of the Parent Disclosure Letter, there is no agreement, contract or arrangement to which Parent or any Subsidiary is a party that would, individually or collectively, result in the payment of any amount that would not be deductible by reason of Sections 162 (other than 162(a)), or 404 of the Code.

(r) Neither Parent nor any Subsidiary has been, nor will any of them be, required to include any item of income in, or exclude any item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date (i) pursuant to Section 481 of the Code or any comparable provision under state or foreign Tax Laws as a result of transactions, events, or accounting methods employed prior to the transactions contemplated hereby, (ii) as a result of any installment sale or open transaction disposition made on or prior to the Closing Date, (iii) as a result of any prepaid amount received on or prior to the Closing Date, (iv) as a result of an election under Section 108(i) of the Code or (v) as a result of any intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law).

(s) Parent and its Subsidiaries have complied in all material respects with all applicable unclaimed property Laws. Without limiting the generality of the foregoing, Parent and each Subsidiary has established and followed procedures to identify any unclaimed property and, to the extent required by Law, remit such unclaimed property to the applicable Governmental Entity. Parent's and each Subsidiary's records are adequate to permit a Governmental Entity or other outside auditor to confirm the foregoing representations.

(t) All transactions for taxable years for which the statute of limitations is still open (including but not limited to sales of goods, loans, and provision of services) between (i) Parent or any Subsidiary and (ii) any other Person that is controlled directly or indirectly by Parent (within the meaning of Section 482 of the Code) were effected on arms'-length terms and for fair market value consideration.

(u) The unpaid Taxes of Parent and each Subsidiary (i) did not exceed the reserve for Tax liability (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of Parent Financial Statements (rather than in any notes thereto) and (ii) will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Parent and each Subsidiary in filing its Tax Returns. Since the filing of Parent Financial Statements, neither Parent nor any Subsidiary has incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the ordinary course of business consistent with past custom and practice.

(v) Parent operates at least one significant historic business line, or owns at least a significant portion of its historic business assets, in each case within the meaning of Treasury Regulations Section 1.368-1(d).

(w) Parent has provided or otherwise made available to Parent all of Parent's and its Subsidiaries' books and records with respect to Tax matters pertinent to Parent or its Subsidiaries relating to any Tax periods commencing on or before the Closing Date including all Tax opinions relating to and in the audit files of Parent or its Subsidiaries that have been received since December 31, 2011.

Section 4.15 Intellectual Property.

(a) Except as, individually or in the aggregate, would not reasonably be expected to have a Parent Material Adverse Effect, (i) Parent and each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens, other than Permitted Liens), all Intellectual Property used in its business as currently conducted (the "Parent Intellectual Property"); (ii) the conduct of its business as currently conducted, including the use of any Intellectual Property by Parent or its Subsidiaries, does not infringe on, misappropriate or otherwise violate the rights of any Person and is in accordance with any applicable license pursuant to which Parent or any Subsidiary acquired the right to use any Intellectual Property; (iii) to Parent's Knowledge, no Person is challenging, infringing on, misappropriating or otherwise violating any right of Parent or any of its Subsidiaries with respect to any Intellectual Property owned by or exclusively licensed to Parent or its Subsidiaries; (iv) neither Parent nor any of its Subsidiaries has received any written notice or otherwise has Knowledge of any pending claim, Order or proceeding with respect to any Parent Intellectual Property and (v) no Intellectual Property owned by Parent or its Subsidiaries is being used or enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of such Intellectual Property. The Parent Intellectual Property comprises all of the Intellectual Property that is used in or is reasonably necessary to conduct Parent's business as currently conducted. Neither Parent nor any of its Subsidiaries has agreed to indemnify any Person against any infringement of any Intellectual Property rights of any third party with respect to any Parent Intellectual Property, other than indemnification provisions contained in Parent's or any of its Subsidiaries' purchase orders or other contracts entered into in the ordinary course of business.

(b) Parent and its Subsidiaries have taken all commercially reasonable steps to protect the confidentiality and value of all material trade secrets and any other material confidential information that are owned, used or held by Parent or its Subsidiaries in confidence, including entering into licenses and Contracts that require licensees, contractors, or other Persons with access to trade secrets or other confidential information to safeguard and maintain the secrecy and confidentiality of such trade secrets. To Parent's Knowledge, such trade secrets have not been used, disclosed to or discovered by any Person except pursuant to a valid and enforceable non-disclosure agreement, license or any other appropriate Contract which, in each of the preceding cases, has not been breached by such other Person.

(c) The consummation of the transactions contemplated by this Agreement will not diminish or terminate the ownership of or rights in any material Parent Intellectual Property and, after the Closing Date, Parent and its Subsidiaries will have the right to use such Intellectual Property on the same basis as prior to the consummation of the transactions contemplated by this Agreement.

(d) Schedule 4.15(d) of the Parent Disclosure Letter lists all patents and pending patent applications and registrations and applications for copyrights, trademarks, trade names, or service marks and domain names owned by Parent or any of its Subsidiaries (the "Parent Registered Intellectual Property"). To Parent's Knowledge, the Parent Registered Intellectual Property is valid, enforceable and subsisting. All required filings and fees related to the Parent Registered Intellectual Property have been timely filed with and paid to the relevant Governmental Entity and authorized registrars. Section 4.15(d) of the Parent Disclosure Letter also sets forth a complete and correct list of all written or oral licenses and arrangements (i) pursuant to which the use by any Person of the Parent Intellectual Property is permitted by Parent and/or its Subsidiaries or (ii) pursuant to which Parent and/or any of its Subsidiaries is permitted by any Person to use the Intellectual Property of such Person, except in either case for (A) nondisclosure agreements; (B) Parent Personnel Agreements (defined below); (C) the nonexclusive license of or access to commercially available object code, internal use software, including any terms of service or privacy policies for websites; (D) access to technology which is software pursuant to "shrink wrap" or "click wrap" agreements; and (E) licenses to software or other technology preinstalled or embedded in hardware (collectively, the "Parent Intellectual Property Licenses"). The Parent Intellectual Property Licenses are valid, biding and enforceable and are in full force and effect. There is no material default under any Parent Intellectual Property License by Parent or any of its Subsidiaries or, to the Knowledge of Parent, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a material default thereunder. Parent and each of its Subsidiaries and, to the Knowledge of Parent, each other party thereto, is in material compliance with all obligations under each Parent Intellectual Property License.

(e) Except as set forth in Section 4.15(e) of the Parent Disclosure Letter, there are no royalties, honoraria, fees or other payments payable by the Parent or any of its Subsidiaries to any third Person (other than pursuant to Parent Intellectual Property Licenses or amounts payable to employees and independent contractors not contingent on or related to use of their work product) as a result of the ownership, use, possession, license, sale, marketing, advertising or disposition of any Parent Intellectual Property by Parent or any of its Subsidiaries and none will become payable as a result of the consummation of the transactions contemplated hereby.

(f) Each current and former employee and consultant of Parent or its Subsidiaries has executed an agreement with Parent or its Subsidiaries relating to proprietary information and assignment of inventions substantially in the form made available to Company (the "Parent Personnel Agreements"). To Parent's Knowledge, no current or former employee or consultant has violated any provision thereof. Parent or its Subsidiaries have secured valid written assignments from all of Parent's and its Subsidiaries' consultants, contractors and employees who conceived (in whole or in part) of any Parent Intellectual Property, to the extent legally permissible. No current or former employee, officer, director, consultant or independent contractor of Parent or any of its Subsidiaries has any right, license, claim or interest whatsoever in or with respect to any Parent Intellectual Property Rights.

(g) No government funding, facilities of a university, college, other educational institution or research center or funding from third parties (other than funds received in consideration for Parent's or any of its Subsidiaries' stock) was used in the development of the Parent Intellectual Property. To Parent's Knowledge, no current or former employee, consultant or independent contractor of Parent or any of its Subsidiaries who was involved in, or who contributed to, the creation or development of any Parent Intellectual Property has performed services for any governmental entity, university, college, or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for Parent or any of its Subsidiaries. To the Knowledge of the Parent, no Governmental Entity, university, college, or other educational institution or non-profit research center has any claim or right in or to any Parent Intellectual Property.

(h) To the extent Parent uses any "open source" or "copyleft" software or is a party to "open" or "public source" or similar licenses, Parent is in compliance with the terms of any such licenses, and Parent is not required under any such license to (a) make or permit any disclosure or to make available any source code for its (or any of its licensors') proprietary software or (b) distribute or make available any of Parent's proprietary software or intellectual property (or to permit any such distribution or availability).

(i) In connection with Parent's or any of its Subsidiaries' collection, use or transmission of personally identifiable information, Parent and its Subsidiaries have complied in all material respects with all applicable Law, its publicly available privacy policy and any contractual obligations to third parties.

Section 4.16 Environmental Matters.

(a) Parent and its Subsidiaries are, and have been for the past five (5) years, in material compliance with all Environmental Laws, and any past material noncompliance by Parent and its Subsidiaries with Environmental Laws has been resolved.

(b) (i) Each of Parent and its Subsidiaries has, as applicable, developed and submitted or obtained, maintained and materially complied with all Environmental Permits that are required for the conduct and operation of its business, and Parent or any applicable Subsidiary of Parent has not received any written notice that any such Environmental Permit is not in full force and effect; and (ii) to Parent's Knowledge, no such Environmental Permit is or will be subject to review, revision, major modification, voidance or prior consent by any Governmental Entity as a result of the consummation of the transactions contemplated by this Agreement.

(c) Except as set forth in Section 4.16(c) of the Parent Disclosure Letter, none of Parent or any of its Subsidiaries has received any written notice of any violation of, or liability under, Environmental Laws or Environmental Permits or with respect to Hazardous Materials in the last five (5) years or that remains open or not fully resolved or otherwise terminated.

(d) Except as set forth in Section 4.16(c) of the Parent Disclosure Letter, there are no pending or, to Parent's Knowledge, threatened, civil, criminal or administrative Actions, notices of violation, or arbitrations, which, in each instance, is alleged against Parent or any of its Subsidiaries or related to the Parent Owned Real Property or the Parent Leased Real Property or any other property previously owned or operated by Parent or any of its Subsidiaries for which Parent or any of its Subsidiaries retains any liabilities.

(e) Neither Parent nor any of its Subsidiaries has Released or received a written notice of a Release of Hazardous Materials and, to Parent's Knowledge, none of them has other notice of a Release of any Hazardous Materials on, at, or from the Parent Owned Real Property or the Parent Leased Real Property, except for any release (i) that is (A) in compliance with Environmental Laws or Environmental Permits and (B) occurring in a manner or in quantities or locations that would not require any investigation or remediation of soil or groundwater or any other environmental media, including in an offshore environment, under Environmental Laws, or (ii) that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(f) Except as set forth in Section 4.16(c) of the Parent Disclosure Letter, neither Parent nor any of its Subsidiaries has transported or disposed of, or arranged for the transport or disposal of any Hazardous Material at or to any off-site location which, to Parent's Knowledge, has resulted in, or would reasonably be expected to result in, a liability to Parent.

(g) Parent has made available to the Company true and complete copies of, or access to, correct and complete copies of (i) all Environmental Permits currently in effect; and (ii) results of any material reports, assessments, studies, analyses, tests, correspondence or monitoring, possessed or initiated by Parent or any of its Subsidiaries pertaining to Hazardous Materials in, on or under their Parent Owned Real Property or Parent Leased Real Property, or concerning compliance by Parent or any of its Subsidiaries with Environmental Laws.

Section 4.17 Insurance. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (a) each insurance policy under which Parent or any of its Subsidiaries is an insured or otherwise the principal beneficiary of coverage (each a "Parent Insurance Policy") is in full force and effect, all premiums due thereon have been paid in full and Parent and its Subsidiaries are in compliance with the terms and conditions of such Parent Insurance Policy; (b) neither Parent nor any of its Subsidiaries is in breach or default under any Parent Insurance Policy; and (c) no event has occurred which, with notice or lapse of time, would constitute such breach or default, or permit termination or modification, under any Parent Insurance Policy.

Section 4.18 Regulatory Matters; Permits.

(a) Each of Parent and its Subsidiaries holds all material licenses, permits, franchises, variances, registrations, exemptions, Orders and other governmental authorizations, consents, approvals and clearances with, and has submitted notices to, all Governmental Entities necessary for the lawful operating of the businesses of Parent or any of its Subsidiaries as currently conducted (the "Parent Permits"), and to Parent's Knowledge all such Parent Permits are valid, and in full force and effect. Since January 1, 2013, there has not occurred any violation of, default (with or without notice or lapse of time or both) under, or event giving to others any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any Parent Permit. Parent and each of its Subsidiaries are in compliance in all material respects with the terms of all Parent Permits, and no event has occurred that would reasonably be expected to result in the revocation, cancellation, non-renewal or adverse modification of any Parent Permit.

(b) Parent is not a "Covered Entity", as that term is defined in 45 C.F.R. Section 160.103. Parent is not in breach, default or violation in any material respect under: the Health Insurance Portability and Accountability Act of 1999 ("HIPAA"), the regulations promulgated thereunder (including, without limitation, the HIPAA Privacy Standards, HIPAA Security Standards and HIPAA Transaction Standards), the Health Information Technology for Economic and Clinical Health Act or any applicable state law relating to the confidentiality of medical information.

(c) None of Parent's products or services collects or maintains any individually identifiable health information and they are not intended, advertised or promoted for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment or prevention of disease in man and are not intended, advertised or promoted to affect the structure or any function of the human body within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. Section 321(h). Parent is not required to make any filings or registrations with or provide any notices to, and is not subject to any rules or regulations of, the United States Food and Drug Administration.

(d) For the avoidance of doubt, the provisions of this Section 4.18 do not apply to Environmental Laws, Environmental Permits or Hazardous Materials, as representations and warranties made by Parent and its Subsidiaries with regard to all environmental matters, including Environmental Laws, Environmental Permits and Hazardous Materials, are solely and exclusively made in Section 4.16 of this Agreement.

Section 4.19 Interested Party Transactions. Except as disclosed in Section 4.19 of the Parent Disclosure Letter, since January 1, 2013, there have been no transactions, agreements, arrangements or understandings between Parent or any of its Subsidiaries on the one hand, and the Affiliates of Parent on the other hand (other than Parent's Subsidiaries), that would be required to be disclosed under Item 404 of Regulation S-K under the Exchange Act and that has not been so disclosed.

Section 4.20 Parent Information. The information relating to Parent or any Subsidiary of Parent to be included or incorporated by reference in the Joint Proxy Statement and the Form S-4 will not, at the time the Form S-4 is declared effective, the time the Joint Proxy Statement is first mailed to stockholders of Parent and the Company and the time of the Parent Stockholder Meeting and the Company Stockholder Meeting, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The information relating to Parent or any Subsidiary of Parent that is provided or to be provided by Parent or its Representatives for inclusion in any document (other than the Form S-4) filed with any other Governmental Entity in connection with the transactions contemplated by this Agreement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. All documents that Parent is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated hereby (including the Joint Proxy Statement and the Form S-4) (except for such portions thereof that relate only to the Company or any of its Subsidiaries) will comply as to form and substance in all material respects with the provisions of the Securities Act and the Exchange Act.

Section 4.21 Company Ownership of Parent Securities. Prior to the Parent Board approving this Agreement, the Merger and the other transactions contemplated hereby for purposes of the applicable provisions of the NRS, neither Parent nor any of its Subsidiaries, alone or together with any other Person, was at any time, or became, an "interested stockholder" (as such term is defined in Section 78.3787 of the NRS) thereunder or has taken any action that would cause any anti-takeover statute under the NRS or other applicable state Law to be applicable to this Agreement, the Merger, or any of the transactions contemplated hereby. None of Parent or any of its Subsidiaries has any direct or indirect beneficial ownership, or sole or shared voting power, with respect to any shares of Company Common Stock.

Section 4.22 Opinion of Financial Advisor. Parent has received the opinion of Ladenburg Thalman & Co. Inc., financial advisor to Parent (the "Parent Financial Advisor"), to the effect that, as of the date of this Agreement, and based upon and subject to the factors and assumptions set forth therein, the Exchange Ratio is fair to Parent's stockholders from a financial point of view.

Section 4.23 Brokers and Finders. Neither Parent nor any of its Subsidiaries has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Merger or the other transactions contemplated by this Agreement, except that Parent has retained Parent Financial Advisor, and Parent has heretofore made available to the Company a true and complete copy of all agreements between Parent and Parent Financial Advisor pursuant to which such firm would be entitled to any payment relating to the Merger and the other transactions contemplated by this Agreement.

Section 4.24 Related Entity Representations. Neither Parent nor any of its Subsidiaries has any Related Entity.

Section 4.25 Tax-Free Reorganization/Contribution. Neither Parent nor any of its Subsidiaries has taken any action, and Parent is not aware of any fact or circumstance, that would reasonably be expected to prevent the Merger from qualifying as a Tax-Free Reorganization/Contribution.

Section 4.26 New Company/No Operations of Merger Sub. Merger Sub was incorporated in the State of Nevada on March 13, 2015. Merger Sub has no Subsidiaries and does not otherwise own any Equity Interests in any Person. Since its inception, Merger Sub has not engaged in any activity or entered into any Contract, other than such actions incident to (i) its organization and (ii) the preparation, negotiation and execution of this Agreement and the Merger. Merger Sub has not had any operations or generated any revenues and has no liabilities other than those incurred in connection with the preparation, negotiation and execution of this Agreement and the Merger.

Section 4.27 No Additional Representations.

(a) Except for the representations and warranties made in this Article IV, neither Parent nor Parent's Subsidiaries nor any other Person makes any express or implied representation or warranty with respect to Parent or its Subsidiaries or Related Entities or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the transactions contemplated hereby, and Parent hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except for the representations and warranties made by Parent and Merger Sub in this Article IV, none of Parent, its Subsidiaries, or any other Person makes or has made any representation or warranty to the Company or any of its Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to Parent or any of its Subsidiaries or Related Entities or their respective businesses; or (ii) any oral or written information presented to the Company or any of its Affiliates or Representatives in the course of their due diligence investigation of Parent, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Each of Parent and Merger Sub acknowledges and agrees that it has (i) had the opportunity to meet with the management of the Company and to discuss the business, assets and liabilities of the Company and its Subsidiaries and Related Entities; (ii) been afforded the opportunity to ask questions of and receive answers from officers of the Company; and (iii) conducted its own independent investigation of the Company and its Subsidiaries and Related Entities, their respective businesses, assets, liabilities and the transactions contemplated by this Agreement.

(c) Notwithstanding anything contained in this Agreement to the contrary, each of Parent and Merger Sub acknowledges and agrees that neither the Company nor any other Person has made or is making any representations or warranties relating to the Company or its Subsidiaries or Related Entities whatsoever, express or implied, beyond those expressly given by the Company in Article III, including any implied representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Parent, Merger Sub, or any of their Representatives. Without limiting the generality of the foregoing, each of Parent and Merger Sub acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospect information that may have been made available to Parent, Merger Sub or any of their Representatives.

ARTICLE V
COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Conduct of Businesses Prior to the Effective Time. From the date of this Agreement until the Effective Time, except as (a) expressly contemplated or permitted by this Agreement, (b) required by applicable Law, (c) as consented to in writing by Parent or the Company, as applicable (such consent not to be unreasonably withheld, delayed or conditioned), or (d) set forth in Section 5.1 of the Company Disclosure Letter or Parent Disclosure Letter, as applicable, each of Parent and the Company shall, and shall cause each of its respective Subsidiaries to, (i) conduct its business in all material respects in the usual, regular and ordinary course in substantially the same manner as heretofore conducted; and (ii) to the extent consistent with clause (i), use reasonable best efforts to maintain and preserve intact its business organization, employees, advantageous business relationships (including with its customers and suppliers), Company Permits or Parent Permits, as applicable, and retain the services of its key officers and key employees (in the case of Parent, including without limitation the Key Employee). As soon as practicable following the date of this Agreement, Parent and the Company shall cooperate in good faith to prepare and mutually agree on a monthly cash budget for Parent relating to each monthly period prior to the Closing Date and Parent shall conduct the business of Parent at all times prior to the Closing Date in accordance therewith, it being understood and agreed that such monthly cash budget shall contemplate variances therefrom mutually agreed by the Parties in good faith which would not require the Company's prior consent and, in all events, if the monthly cash budget is not mutually agreed by the Parties, cash expenditures by Parent prior to the Closing Date shall be limited to an aggregate maximum amount of $600,000 per month; provided, however, that such maximum amount shall not include (A) reasonable expenses related to the transactions contemplated by this Agreement (including any disputes or litigation related to such transactions), (B) compliance with Laws and/or compliance with investigations or review by any Governmental Entity, (C) repayment of principal and accrued interest under currently outstanding promissory notes in favor of CommerceNet and Jay M. Tenenbaum, copies of which have been made available to the Company, and (D) expenses related to the engagement of one of the strategic consulting firms previously disclosed to the Company, at a rate not to exceed $500,000 per year.

Section 5.2 Company Forbearances. Without limiting the generality of Section 5.1 above, except as set forth in Section 5.2 of the Company Disclosure Letter, and except as expressly contemplated or permitted by this Agreement or as required by applicable Law, from the date of this Agreement until the Effective Time, the Company shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of Parent (such consent not to be unreasonably withheld, delayed or conditioned):

(a) (i) other than dividends and distributions by a direct or indirect Subsidiary to the Company or any direct or indirect wholly owned Subsidiary of the Company, declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock; (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, except upon the exercise of stock options or settlement of stock units or conversion of convertible securities that are outstanding as of the date of this Agreement in accordance with their present terms; or (iii) purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any of its Subsidiaries, or any rights, warrants or options to acquire any such shares or other securities (other than the withholding of shares of common stock to satisfy the exercise price or Tax withholding upon the exercise of stock options, vesting of restricted shares or settlement of stock units, in each case that are outstanding as of the date of this Agreement in accordance with their present terms and the Company's practices as of the date of this Agreement);

(b) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien any shares of its capital stock, any other voting securities, including any restricted shares of its common stock, or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, including any stock options and unit awards (other than the issuance of its common stock upon the exercise of stock options or vesting of restricted shares or conversion of convertible securities, in each case that are outstanding as of the date of this Agreement in accordance with their present terms);

(c) amend its articles of incorporation, bylaws or other comparable Organizational Documents or the Organizational Documents of any of its Subsidiaries;

(d) acquire or agree to acquire by merging or consolidating with, or by purchasing any assets or any equity securities of, or by any other manner, any business or any Person, or otherwise acquire or agree to acquire any assets in each case, except for acquisitions of inventory or other assets (other than property, plant and equipment) in the ordinary course of business consistent with past practice; provided, however, that no acquisition otherwise permitted by the foregoing may be made to the extent it may reasonably be expected to prevent, materially delay or materially impede the consummation of the transactions contemplated by this Agreement;

(e) sell, assign, transfer, lease, license, mortgage or otherwise encumber or subject to any Lien (other than Permitted Liens), or otherwise dispose of any of its properties or assets or create any security interest in such assets or properties, in each case, other than in the ordinary course of business consistent with past practice;

(f) except for borrowings under the Company's Credit Agreements that are incurred in the ordinary course of business consistent with past practice, or Indebtedness owed by any wholly owned Subsidiary to the Company or any other wholly owned Subsidiary of the Company, incur, redeem, prepay, repurchase, defease, cancel, or modify the terms of, any Indebtedness or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any Person (other than any of its wholly owned Subsidiaries);

(g) make any loans or advances to any Person other than its wholly owned Subsidiaries or as a result of ordinary advances and reimbursements to employees;

(h) change in any material respect its accounting methods (or underlying assumptions), principles or practices affecting its assets, liabilities or business, including any reserving, renewal or residual method, practice or policy, in each case, in effect on the date of this Agreement, except as required by changes in GAAP or regulatory accounting principles;

(i) make investments in Persons (other than in any of its wholly owned Subsidiaries or any Related Entity) in excess of $50,000 in the aggregate, whether by purchase of stock or securities, contributions to capital, property transfers, or entering into binding agreements with respect to any such investment or acquisition;

(j) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any material Tax accounting method, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle any material claim or assessment from a Taxing Authority or surrender any right to claim a refund of a material amount of Taxes;

(k) except as expressly permitted by any other provision of this Section 5.2 or as set forth in Section 5.2 of the Company Disclosure Letter, terminate or waive any material provision of any Company Material Contract other than normal renewals of such Contracts without materially adverse changes, additions or deletions of terms, or enter into or renew any agreement or contract or other binding obligation of the Company or its Subsidiaries containing (i) any restriction on the ability of the Company and its Subsidiaries, or, after the Merger, Parent and its Subsidiaries (including the Company), to conduct their businesses as presently conducted or currently contemplated to be conducted after the Merger or (ii) any restriction on the Company or its Subsidiaries, or, after the Merger, Parent and its Subsidiaries (including the Company), in engaging in any type of activity or business;

(l) (i) incur any capital expenditures or (ii) enter into any Contract obligating the Company (or any of its Subsidiaries) to make capital expenditures, except for, in each case, capital expenditures not in excess of $50,000 in the aggregate;

(m) except as required by agreements or instruments in effect on the date of this Agreement, alter in any material respect, fail to satisfy or enter into any commitment to alter in any material respect, any material interest in any corporation, association, joint venture, partnership or business entity in which the Company directly or indirectly holds any equity or ownership interest on the date of this Agreement;

(n) except as required by the terms of Company Benefit Plans or Company Employment Agreements as in effect on the date of this Agreement or as required by applicable Law or as provided by this Agreement, or as in the ordinary course of business consistent with past practice, (i) grant or pay to any current or former director, officer, employee or consultant of the Company or any of its Subsidiaries any increase in compensation, except for annual or promotional salary or wage increases in the ordinary course of business consistent with past practice not to exceed, in the aggregate for all such increases, 10% of the aggregate wage and salary expense for the prior year to the Company and its Subsidiaries on a consolidated basis; (ii) grant, pay, promise to pay, or enter into any Company Benefit Plan or Company Employment Agreement to pay, to any current or former director, officer, employee, consultant or service provider of the Company or any of its Subsidiaries any severance, retention, change in control or termination pay or any increase in actual or potential severance, retention, change in control or termination pay; (iii) increase the compensation or benefits provided or payable under any Company Benefit Plan or Company Employment Agreement; (iv) modify the terms of any equity-based award granted under any Company Stock Plan (other than the Company Option Cancellation); (v) make any discretionary contributions or payments with respect to any Company Benefit Plan or Company Employment Agreement to any trust or other funding vehicle; (vi) accelerate the payment or vesting of any payment or benefit provided or to be provided to any director, officer, employee or consultant of the Company or any of its Subsidiaries or otherwise pay any amounts not due such individual; (vii) enter into any new or amend or modify any existing Company Employment Agreement (or agreement that would be a Company Employment Agreement if in effect on the date of this Agreement), other than employment agreements for new hires with an annual compensation not exceeding $50,000 in the aggregate; (viii) establish any new or amend or modify any existing Company Benefit Plans (or plans that would be a Company Benefit Plan if in effect on the date of this Agreement); or (ix) establish, adopt or enter into any collective bargaining agreement;

(o) except as set forth in Section 5.2 of the Company Disclosure Letter, pay, discharge, settle, waive, release or assign or compromise any legal action, litigation, arbitration, suit, investigation or proceeding, other than any such payment, discharge, settlement or compromise (i) that involves solely money damages in an amount not in excess of $50,000 in the aggregate, and that does not create binding precedent for other pending or potential legal action, litigation, arbitration or proceeding, or (ii) pursuant to the terms of any Contract in effect on the date of this Agreement (copies of which have been made available to Parent prior to the date of this Agreement);

(p) take any action, or knowingly fail to take any action within its control, which action or failure to act would reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code or as a contribution governed by Section 351 of the Code;

(q) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries (other than the Merger);

(r) fail to maintain in full force and effect the material insurance policies covering the Company and its Subsidiaries and their respective properties, assets and business in a form and amount consistent with past practices;

(s) enter into any hedging Contracts not in the ordinary course of business consistent with past practice;

(t) fail to comply in all material respects with the Securities Act, the Exchange Act or the Sarbanes-Oxley Act in respect of all Company SEC Documents filed with or furnished to, as applicable, the SEC;

(u) purchase or otherwise acquire, directly or indirectly (including by way of providing financing), any Equity Interests in Parent or any of Parent's Subsidiaries; or

(v) commit or agree to take any of the actions contemplated by Section 5.2(a) through Section 5.2 (u) above.

Section 5.3 Parent Forbearances. Without limiting the generality of Section 5.1 above, except as set forth in Section 5.3 of the Parent Disclosure Letter, and except as expressly contemplated or permitted by this Agreement or as required by applicable Law, from the date of this Agreement until the Effective Time, Parent shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned):

(a) (i) other than dividends and distributions by a direct or indirect Subsidiary to Parent or any direct or indirect wholly owned Subsidiary of Parent, declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock; (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, except upon the exercise of stock options or settlement of stock units or conversion of convertible securities that are outstanding as of the date of this Agreement in accordance with their present terms and except for the Parent Reverse Split; or (iii) purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any of its Subsidiaries, or any rights, warrants or options to acquire any such shares or other securities (other than the withholding of shares of common stock to satisfy the exercise price or Tax withholding upon the exercise of stock options, vesting of restricted shares or settlement of stock units, in each case that are outstanding as of the date of this Agreement in accordance with their present terms and Parent's practices as of the date of this Agreement);

(b) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien any shares of its capital stock, any other voting securities, including any restricted shares of its common stock, or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, including any stock options and unit awards (other than (i) the issuance of its common stock upon the exercise of stock options or vesting of restricted shares or conversion of convertible securities, in each case that are outstanding as of the date of this Agreement in accordance with their present terms; or (ii) the issuance of stock options (but, for the avoidance of doubt, not restricted stock units or any other Parent Stock Awards) prior to or at the Effective Time to certain employees and directors of and consultants to Parent ("Post-Closing Parent Stock Options"), it being understood and agreed that any such Post-Closing Parent Stock Options shall be issued in accordance with and subject to the terms of Parent's 2007 Stock Plan and form award agreement thereunder (as previously made available to the Company) and such total number of Post-Closing Parent Stock Options so granted shall not exceed a number equal to three percent (3%) *multiplied by* the Closing Capitalization);

(c) amend its certificate of incorporation or bylaws or the Organizational Documents of any of its Subsidiaries, except as contemplated herein or necessary to effect the transactions contemplated herein, including without limitation the filing with the Secretary of State of Delaware of the New Preferred Certificates of Designation and an amendment to Parent's certificate of incorporation to effect the Parent Reverse Split, the Name Change and an increase in the authorized number of shares of Parent Common Stock;

(d) acquire or agree to acquire by merging or consolidating with, or by purchasing any assets or any equity securities of, or by any other manner, any business or any Person, or otherwise acquire or agree to acquire any assets in each case, except for acquisitions of inventory or other assets (other than property, plant and equipment) in the ordinary course of business consistent with past practice; provided, however, that no acquisition otherwise permitted by the foregoing may be made to the extent it may reasonably be expected to prevent, materially delay or materially impede the consummation of the transactions contemplated by this Agreement;

(e) sell, assign, transfer, lease, license, mortgage or otherwise encumber or subject to any Lien (other than Permitted Liens), or otherwise dispose of any of its properties or assets or create any security interest in such assets or properties, in each case, other than in the ordinary course of business consistent with past practice;

(f) except for borrowings under the Parent's Credit Agreements that are incurred in the ordinary course of business consistent with past practice, or Indebtedness owed by any wholly owned Subsidiary to Parent or any other wholly owned Subsidiary of Parent, incur, redeem, prepay, repurchase, defease, cancel, or modify the terms of, any Indebtedness or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any Person (other than any of its wholly owned Subsidiaries);

(g) make any loans or advances to any Person other than its wholly owned Subsidiaries or as a result of ordinary advances and reimbursements to employees;

(h) change in any material respect its accounting methods (or underlying assumptions), principles or practices affecting its assets, liabilities or business, including any reserving, renewal or residual method, practice or policy, in each case, in effect on the date of this Agreement, except as required by changes in GAAP or regulatory accounting principles;

(i) make investments in Persons (other than in any of its wholly owned Subsidiaries or any Related Entity) in excess of $50,000 in the aggregate, whether by purchase of stock or securities, contributions to capital, property transfers, or entering into binding agreements with respect to any such investment or acquisition;

(j) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any material Tax accounting method, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle any material claim or assessment from a Taxing Authority or surrender any right to claim a refund of a material amount of Taxes;

(k) except as expressly permitted by any other provision of this Section 5.3 or as set forth in Section 5.3 of the Parent Disclosure Letter, terminate or waive any material provision of any Parent Material Contract other than normal renewals of such Contracts without materially adverse changes, additions or deletions of terms, or enter into or renew any agreement or contract or other binding obligation of Parent or its Subsidiaries containing (i) any restriction on the ability of Parent and its Subsidiaries, including, after the Merger, the Company and its Subsidiaries, to conduct their businesses as presently conducted or currently contemplated to be conducted after the Merger or (ii) any restriction on Parent or its Subsidiaries, including, after the Merger, the Company and its Subsidiaries, in engaging in any type of activity or business;

(l) (i) incur any capital expenditures or (ii) enter into any Contract obligating Parent (or any of its Subsidiaries) to make capital expenditures, except for, in each case, capital expenditures not in excess of $50,000 in the aggregate;

(m) except as required by agreements or instruments in effect on the date of this Agreement, alter in any material respect, fail to satisfy or enter into any commitment to alter in any material respect, any material interest in any corporation, association, joint venture, partnership or business entity in which Parent directly or indirectly holds any equity or ownership interest on the date of this Agreement;

(n) except as required by the terms of Parent Benefit Plans or Parent Employment Agreements as in effect on the date of this Agreement or as required by applicable Law or as provided by this Agreement (including without limitation the issuance of the Post-Closing Parent Stock Options and the Key Employee Agreement Amendment), or as in the ordinary course of business consistent with past practice, (i) grant or pay to any current or former director, officer, employee or consultant of Parent or any of its Subsidiaries any increase in compensation, except for annual or promotional salary or wage increases in the ordinary course of business consistent with past practice not to exceed, in the aggregate for all such increases, 10% of the aggregate wage and salary expense for the prior year to Parent and its Subsidiaries on a consolidated basis; (ii) grant, pay, promise to pay, or enter into any Parent Benefit Plan or Parent Employment Agreement to pay, to any current or former director, officer, employee, consultant or service provider of Parent or any of its Subsidiaries any severance, retention, change in control or termination pay or any increase in actual or potential severance, retention, change in control or termination pay; (iii) increase the compensation or benefits provided or payable under any Parent Benefit Plan or Parent Employment Agreement; (iv) modify the terms of any equity-based award granted under any Parent Stock Plan; (v) make any discretionary contributions or payments with respect to any Parent Benefit Plan or Parent Employment Agreement to any trust or other funding vehicle; (vi) accelerate the payment or vesting of any payment or benefit provided or to be provided to any director, officer, employee or consultant of Parent or any of its Subsidiaries or otherwise pay any amounts not due such individual; (vii) enter into any new or amend or modify any existing Parent Employment Agreement (or agreement that would be a Parent Employment Agreement if in effect on the date of this Agreement), other than employment agreements for new hires with an annual compensation not exceeding $50,000 in the aggregate; (viii) establish any new or amend or modify any existing Parent Benefit Plans (or plans that would be a Parent Benefit Plan if in effect on the date of this Agreement); or (ix) establish, adopt or enter into any collective bargaining agreement;

(o) except as set forth in Section 5.3 of the Parent Disclosure Letter, pay, discharge, settle, waive, release or assign or compromise any legal action, litigation, arbitration, suit, investigation or proceeding, other than any such payment, discharge, settlement or compromise (i) that involves solely money damages in an amount not in excess of $50,000 in the aggregate, and that does not create binding precedent for other pending or potential legal action, litigation, arbitration or proceeding, or (ii) pursuant to the terms of any Contract in effect on the date of this Agreement (copies of which have been made available to the Company prior to the date of this Agreement);

(p) take any action, or knowingly fail to take any action within its control, which action or failure to act would reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code or as a contribution governed by Section 351 of the Code;

(q) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Parent or any of its Subsidiaries (other than the Merger);

(r) fail to maintain in full force and effect the material insurance policies covering Parent and its Subsidiaries and their respective properties, assets and business in a form and amount consistent with past practices;

(s) enter into any hedging Contracts not in the ordinary course of business consistent with past practice;

(t) fail to comply in all material respects with the Securities Act, the Exchange Act or the Sarbanes-Oxley Act in respect of all Parent SEC Documents filed with or furnished to, as applicable, the SEC;

(u) purchase or otherwise acquire, directly or indirectly (including by way of providing financing), any Equity Interests in the Company or any of the Company's Subsidiaries; or

(v) commit or agree to take any of the actions contemplated by Section 5.3(a) through Section 5.3 (u) above.

Section 5.4 No Control of the Other Party's Business. Nothing contained in this Agreement shall give Parent, directly or indirectly, the right to control or direct the operations of the Company, or shall give the Company, directly or indirectly, the right to control or direct the operations of Parent, prior to the Effective Time. Prior to the Effective Time, each of the Company and Parent shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

ARTICLE VI
ADDITIONAL AGREEMENTS

Section 6.1 Proxy Statement; Registration Statement. Parent and the Company shall, as promptly as reasonably practicable following the date of this Agreement, prepare and file with the SEC a proxy statement relating to the meetings of the Company's stockholders and Parent's stockholders to be held in connection with this Agreement and the transactions contemplated by this Agreement (together with any amendments or supplements thereto, the "Joint Proxy Statement") and a registration statement on Form S-4 (together with any amendments or supplements thereto, the "Form S-4"), in which the Joint Proxy Statement will be included as a prospectus. Each of Parent and the Company shall, upon the reasonable request by the Other Party, furnish to the Other Party all information as may be reasonably necessary or advisable in connection with the Joint Proxy Statement or the Form S-4. Each of Parent and the Company shall use its reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as reasonably practicable after such filing and to keep the Form S-4 effective as long as necessary to consummate the transactions contemplated by this Agreement. Each of the Parties shall mail or deliver the Joint Proxy Statement to its respective stockholders as promptly as reasonably practicable after the Form S-4 has been declared effective under the Securities Act. Parent shall also use its reasonable best efforts to obtain all necessary state securities Law or "blue sky" permits and approvals required to carry out the transactions contemplated by this Agreement, and the Company shall furnish all information concerning it and the holders of Company Common Stock as may be reasonably requested in connection with any such action. Each of Parent and the Company shall, as promptly as reasonably practicable after receipt thereof, provide the Other Party copies of any written comments and advise the Other Party of any oral comments, with respect to the Joint Proxy Statement and/or the Form S-4 received from the SEC. Each Party shall also advise the Other Party, as promptly as reasonably practicable after receipt of notice thereof, of the time when the Form S-4 has become effective, the issuance of any stop order, or the suspensions of the qualification of the Parent Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction. The Parties shall cooperate and provide the Other Party with a reasonable opportunity to review and comment on any amendment or supplement to the Joint Proxy Statement and the Form S-4 prior to filing such with the SEC and will provide the Other Party with a copy of all such filings with the SEC to the extent not otherwise publicly available. If at any time prior to the Effective Time, Parent or the Company has Knowledge of any information relating to Parent or the Company, or any of their respective officers, directors or other Affiliates, which should be set forth in an amendment or supplement to the Form S-4 or the Joint Proxy Statement so that any such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly notify the Other Party and, to the extent required by applicable Laws, an appropriate amendment or supplement describing such information shall be filed as promptly as reasonably practicable with the SEC and, to the extent required under applicable Law, disseminated to the stockholders of Parent and the Company. Notwithstanding anything contained in this Agreement to the contrary, no amendment or supplement (including by incorporation by reference) to the Joint Proxy Statement or the Form S-4 shall be made without the approval of both Parent and the Company, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, that the Company, in connection with a Company Adverse Recommendation Change, or the Parent, in connection with a Parent Adverse Recommendation Change, may amend or supplement the Joint Proxy Statement and/or the Form S-4 (including by incorporation by reference) pursuant to a Qualifying Amendment to effect such a change, and in such event, this right of approval shall apply only with respect to information relating to the Other Party or its business, financial condition or results of operations, and shall be subject to the right of each Party to have its Board's deliberations and conclusions be accurately described. A "Qualifying Amendment" means an amendment or supplement to the Joint Proxy Statement or the Form S-4 (including by incorporation by reference) to the extent that it contains (a) a Company Adverse Recommendation Change or a Parent Adverse Recommendation Change, (b) a statement of the reasons of the Company Board or Parent Board (as the case may be) for making such Company Adverse Recommendation Change or Parent Adverse Recommendation Change, and (c) additional information reasonably related to the foregoing.

Section 6.2 Access to Information.

(a) Upon reasonable notice and subject to applicable Law, each of the Company and Parent shall, and shall cause each of its Subsidiaries to, afford to the Other Party and its Representatives reasonable access, at such Other Party's expense, during normal business hours, to all of its properties, books, Contracts, commitments, financial and operating data, records, and officers and employees and, during such period, the Parties shall, shall cause their respective Subsidiaries to, and shall use their reasonable best efforts to cause their Representatives to, make available to the Other Party all other information concerning their businesses, properties and personnel as the Other Party may reasonably request. Each of the Company and Parent shall, and shall cause each of its Subsidiaries to, provide to the Other Party, to the extent not publicly available, a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of the federal and state securities Laws. Neither the Company nor Parent nor any of their Subsidiaries shall be required to provide access to or to disclose information if it would unreasonably disrupt the operations of such Party or any of its Subsidiaries or where such Party determines in good faith, after consultation with legal counsel, that such access or disclosure is reasonably likely to jeopardize the attorney-client or other legal privilege of such Party or its Subsidiaries or contravene any Law, Order or binding agreement. If any material is withheld by such Party pursuant to the preceding sentence, such Party shall inform the Other Party as to the general nature of what is being withheld.

(b) All information and materials provided pursuant to this Agreement shall be subject to the provisions of the Confidentiality Agreement.

(c) No investigation by either of the Parties or their respective Representatives shall have any effect for the purpose of determining the accuracy of the representations and warranties of the Other Party set forth in this Agreement.

Section 6.3 Stockholder Meetings. The Company and Parent shall each establish a record date for, duly call, give notice of, convene and hold a meeting of their respective stockholders to be held for the purpose of obtaining the requisite Company Stockholder Approval and Parent Stockholder Approval required in connection with this Agreement and the Merger (the "Company Stockholder Meeting" and the "Parent Stockholder Meeting," respectively), and each shall use its reasonable best efforts to cause such meeting to occur as soon as reasonably practicable after the Form S-4 is declared effective. The Company and Parent shall each use their reasonable best efforts to cause the Company Stockholder Meeting and the Parent Stockholder Meeting to be held on the same day. The Company Board has resolved to recommend to the Company's stockholders that such stockholders vote in favor of the adoption of this Agreement, the Merger and the other transactions contemplated by this Agreement (the "Company Board Recommendation"). Unless otherwise agreed by the Parties, this Agreement and the Merger shall be submitted to the stockholders of the Company at the Company Stockholder Meeting for the purpose of obtaining the Company Stockholder Approval, and subject to Section 6.11(a), the Company and its Board shall use their reasonable best efforts to solicit and obtain the Company Stockholder Approval. The Parent Board has resolved to recommend to its stockholders (the "Parent Board Recommendation") that such stockholders vote in favor of (a) the adoption of this Agreement, the Merger and the other transactions contemplated by this Agreement, including without limitation the Parent Share Issuance and the Asset Contribution, (b) an amendment to Parent's certificate of incorporation and the filing of the New Preferred Certificates of Designation to (i) if the Company elects in connection with the preparation of the Joint Proxy Statement, change the name of Parent to "Platinum Healthcare Solutions, Inc." (or such other name as shall be communicated in writing by the Company to Parent in connection with the preparation by the Parties of the Joint Proxy Statement) (the "Name Change"), (ii) effect the Parent Reverse Split, and (iii) increase the authorized shares of Parent Capital Stock in an amount sufficient to permit Parent to perform its obligations under this Agreement relating to the Merger Consideration, the Converted Parent Stock Options, the Post-Closing Company Stock Options and the Post-Closing Parent Stock Options, (c) approving the Company Stock Plans as assumed by Parent pursuant to Section 1.11, and (d) electing the directors specified on Section 6.3 of the Company Disclosure Letter (collectively, the "Parent Proposals"). Parent Board shall recommend to Parent's stockholders any other proposals that a Party, in preparing the Joint Proxy Materials, reasonably and in good faith determines is necessary in connection with the consummation of the Merger in accordance with the terms of this Agreement, it being understood and agreed that such further proposals shall include without limitation amendments to the Tegal, Inc. 2007 Incentive Award Plan to (x) increase the number of shares authorized to be issued under such plan and (y) increase the maximum number of shares any one individual may receive in any calendar year, in each case as necessary to allow for the issuance of the Post-Closing Company Stock Options and the Post-Closing Parent Stock Options and an additional amount of Parent Stock Options as the Parent Board may elect from time to time following Closing not to exceed three percent (3%) of the outstanding shares of Parent Common Stock on a Fully Diluted Basis immediately following the Effective Time. Unless otherwise agreed by the Parties, the Parent Proposals shall be submitted to the stockholders of Parent at the Parent Stockholder Meeting for the purpose of obtaining the Parent Stockholder Approval, and Parent and its Board shall use their reasonable best efforts to solicit and obtain the Parent Stockholder Approval. The Company and Parent shall not postpone or adjourn the Company Stockholder Meeting or the Parent Stockholder Meeting, as applicable, except to the extent required by applicable Law or to solicit additional proxies and votes in favor of: (a) in the case of the Company, the adoption of this Agreement if sufficient votes to constitute the Company Stockholder Approval have not been obtained; or (b) in the case of Parent, the Parent Proposals if sufficient votes to constitute the Parent Stockholder Approval have not been obtained; provided, however, that unless otherwise agreed to by the Parties, neither the Company Stockholder Meeting nor the Parent Stockholder Meeting may be postponed or adjourned to a date that is more than twenty (20) Business Days after the date for which the Company Stockholder Meeting or the Parent Stockholder Meeting, as the case may be, was originally scheduled (excluding any adjournments or postponements required by applicable Law). Unless this Agreement has been validly terminated in accordance with its terms, each of the Parties shall submit the matters set forth above to their respective stockholders for approval.

Section 6.4 Legal Conditions to Merger. Upon the terms and subject to the conditions set forth in this Agreement, each of Parent and the Company shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply as promptly as reasonably practicable with all legal requirements that may be imposed on such Party or its Subsidiaries with respect to the Merger, the Parent Share Issuance and the other transactions contemplated by this Agreement (including the furnishing of information for, and the preparation and filing of, all necessary and proper statements, forms, registrations, filings, notices, representation letters, and declarations related to the Merger); (b) to cause the conditions set forth in Article VII to be satisfied and to consummate the transactions contemplated by this Agreement in a reasonably expeditious manner (including the furnishing of customary representation letters to enable tax opinions to be rendered); and (c) to obtain (and to cooperate with the Other Party to obtain) any material consent, authorization, Order or approval of, or any exemption or waiver by, any Governmental Entity (including any Requisite Approvals) and any other Third Party (including without limitation each Third Party specified under Section 3.3(c) of the Company Disclosure Letter and Section 4.3(c) of the Parent Disclosure Letter whose consent is required in order to assign the agreement to which it is a party) that is required to be obtained by the Company or Parent or any of their respective Subsidiaries in connection with the Merger and the other transactions contemplated by this Agreement. Upon either Party's receipt of a communication from any Governmental Entity that causes such Party to believe that there is a reasonable likelihood that any Stockholder Approval will not be obtained or that the receipt of any required consent or approval may be materially delayed, such Party shall promptly (i) advise the Other Party and (ii) to the extent permitted by Law, provide the Other Party with a copy of such communication.

Section 6.5 NASDAQ Listing. Parent shall cause the shares of Parent Common Stock to be issued in the Merger and such other shares of Parent Common Stock to be reserved for issuance in connection with the Merger to be approved for listing on the NASDAQ, subject to official notice of issuance as promptly as reasonably practicable after the date of this Agreement, and in any event, prior to the Closing Date.

Section 6.6 Employee Matters.

(a) Provided the Company has complied with Section 5.2(n) and Parent has complied with Section 5.3(n), at the Effective Time, and except as otherwise provided in the New Employment Agreement or the Baron New Employment Agreement in the case of the Parent Employees specified therein, Parent shall provide or cause the Surviving Corporation to provide each Company Employee and Parent Employee with compensation and benefits that are the same or substantially comparable in the aggregate to those provided to such Company Employee and Parent Employee as of immediately prior to the Effective Time.

(b) The Parties shall cause each benefit plan in which Company Employees are eligible to participate after the Effective Time to take into account, to the extent consistent and compatible with the terms of the applicable benefit plan, for purposes of eligibility, vesting and benefit accrual under such benefit plans, the service of the Company Employees with the Company and its Subsidiaries to the same extent as such service was credited for such purpose by the Company or its Subsidiaries; provided, however, that such credited service shall not result in a duplication of benefits. Nothing herein shall limit the ability of Parent or its Affiliates to amend or terminate any of the Company Benefit Plans or Parent Benefit Plans in accordance with their terms after the Effective Time.

(c) If Company Employees become eligible to participate in Parent Benefit Plans that are health plans, to the extent allowable by the applicable insurance carrier, if any, or applicable plan, the Parties shall use commercially reasonable efforts to cause each such plan to (i) waive any preexisting condition limitations to the extent such conditions are covered under the applicable life, disability, medical, health or dental plans, (ii) honor under such plans any deductible, co-payment and out-of-pocket expenses incurred by such employees and their beneficiaries during the portion of the calendar year prior to such participation and (iii) waive any waiting period limitation or evidence of insurability requirement which would otherwise be applicable to such employee on or after the Effective Time for the year in which the Effective Time or participation in such plans, as applicable, occurs.

(d) Parent shall terminate Parent's 401(k) Savings & Retirement Plan (the "Parent 401(k) Plan") immediately prior to the Closing Date by resolutions adopted by the Parent Board reasonably acceptable to the Company, and simultaneously amend the Parent 401(k) Plan to the extent necessary to comply with all applicable laws to the extent not previously amended. Parent shall notify all participants in the Parent 401(k) Plan of the plan's termination, and the consequences thereof, prior to the Closing Date.

(e) Without limiting the generality of Section 9.5, this Section 6.6 shall be binding upon and inure solely to the benefit of each Party, and nothing in this Section 6.6, express or implied, is intended to confer upon any other Person, including, any current or former director, officer or employee of the Company, Parent or their respective Subsidiaries, any rights or remedies of any nature whatsoever under or by reason of this Section 6.6. Nothing in this Section 6.6, express or implied, shall be (i) deemed an amendment of any Company Benefit Plan or Parent Benefit Plan, or (ii) construed to prevent any Party or its Affiliates from terminating or modifying to any extent or in any respect any employee benefit plan that a Party or its Affiliates may establish or maintain.

Section 6.7 Indemnification; Directors' and Officers' Insurance.

(a) In the event of any threatened or actual Action, whether civil, criminal or administrative, in which any individual who is now, or has been at any time prior to the date of this Agreement, or who becomes prior to the Effective Time, a director or officer of the Company, Parent or any of its Subsidiaries or who is or was serving at the request of the Company or any of its Subsidiaries as a director or officer of another Person (the "Indemnified Parties"), is, or is threatened to be, made a party based in whole or in part on, or arising in whole or in part out of, or pertaining to (i) the fact that he is or was a director or officer of the Company or any of its Subsidiaries, (ii) all acts or omissions by him taken at the request of the Company or any of its Subsidiaries at any time prior to the Effective Time, or (iii) this Agreement or any of the transactions contemplated by this Agreement, whether asserted or arising before or after the Effective Time, the Parties shall cooperate and use their best efforts to defend against and respond thereto. From and after the Effective Time, Parent and the Surviving Corporation shall indemnify and hold harmless, as and to the fullest extent permitted under applicable Law and the Company's and Parent's Organizational Documents, each such Indemnified Party against any losses, claims, damages, liabilities, costs, expenses (including reimbursement for reasonable fees and expenses incurred in advance of the final disposition of any such Action upon receipt of any undertaking required by applicable Law), judgments, fines and amounts paid in settlement in connection with any such threatened or actual Action.

(b) Unless required by applicable law, no provision in any Organizational Documents of the Company, Parent or any of its Subsidiaries providing indemnification, advancement or exculpation shall for a period of six (6) years following the Effective Time be amended, modified or repealed in any manner that would adversely affect the rights or protections thereunder of any individuals who at the Effective Time were current or former directors, officers or employees of the Company, Parent or any of its Subsidiaries.

(c) The Company may elect to purchase, prior to the Effective Time (and Parent shall cause to be maintained in effect throughout its term), a six (6) year prepaid "tail policy" from a broker specifically designated by Parent, on terms and conditions (in both amount and scope) providing substantially equivalent benefits as the current policies of directors', officers' and employees' liability insurance maintained by the Company and Parent with respect to acts or omissions occurring prior to the Effective Time that were committed by such directors, officers and employees in their capacity as such.

(d) The provisions of this Section 6.7 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party and his or her heirs and Representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise.

(e) If Parent or the Surviving Corporation or any of its successors or assigns shall (i) consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of Parent or the Surviving Corporation (or acquiror of such assets), as the case may be, shall assume all of the obligations of Parent or the Surviving Corporation set forth in this Section 6.7.

Section 6.8 Additional Agreements. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including any merger between a Subsidiary of Parent, on the one hand, and a Subsidiary of the Company, on the other) or to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of either Party, the proper officers and directors of each Party and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by, and at the sole expense of, Parent.

Section 6.9 Advice of Changes. The Company and Parent shall promptly advise the Other Party of any change or event having or reasonably likely to have a Company Material Adverse Effect, with respect to the Company, or a Parent Material Adverse Effect, with respect to the Parent.

Section 6.10 Section 16 Matters. Prior to the Effective Time, the Company and Parent shall take all such steps as may be required to cause to be exempt under Rule 16b-3 promulgated under the Exchange Act any dispositions of equity securities of the Company (including derivative securities) or acquisitions of Parent Common Stock resulting from the transactions contemplated by this Agreement by any individual who is subject to Section 16 of the Exchange Act with respect to the Company, or will become subject to such requirements with respect to Parent, to be exempt under Rule 16b-3 promulgated under the Exchange Act in accordance with the procedures set forth therein.

Section 6.11 No Solicitation.

(a) By the Company:

(i) The Company shall not, and shall cause its Subsidiaries not to, and shall not authorize or permit its and its Subsidiaries' Representatives to, directly or indirectly, solicit, initiate or knowingly take any action to facilitate or encourage the submission of any Company Takeover Proposal or the making of any proposal that could reasonably be expected to lead to any Company Takeover Proposal, or, subject to Section 6.11(a)(ii), (A) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Company or any of its Subsidiaries to, afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries to, or knowingly assist, participate in, facilitate or encourage any effort by, any Third Party that is seeking to make, or has made, any Company Takeover Proposal, (B) amend or grant any waiver (other than any wavier, as required by Law, of any "don't ask don't waive" provisions of any standstill agreements now in effect) or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its Subsidiaries or (C) enter into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other Contract relating to any Company Takeover Proposal (each, a "Company Acquisition Agreement"). Subject to Section 6.11(a)(ii), neither the Company Board nor any committee thereof shall fail to make the Company Board Recommendation, or withdraw, amend, modify or materially qualify, in a manner adverse to Parent or Merger Sub, the Company Board Recommendation, or recommend a Company Takeover Proposal, fail to recommend against acceptance of any tender offer or exchange offer for the shares of Company Common Stock constituting a Company Takeover Proposal within ten (10) Business Days after the commencement of such offer, or make any public statement inconsistent with the Company Board Recommendation, or resolve or agree to take any of the foregoing actions (any of the foregoing, a "Company Adverse Recommendation Change"). The Company shall, and shall cause its Subsidiaries 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 Company Takeover Proposal and shall use its reasonable best efforts to cause any such third party (or its agents or advisors) in possession of non-public information in respect of the Company or any of its Subsidiaries that was furnished by or on behalf of the Company and its Subsidiaries in connection with a Company Takeover Proposal to return or destroy (and confirm destruction of) all such information.

(ii) Notwithstanding Section 6.11(a)(i), prior to the receipt of the Company Stockholder Approval, the Company Board, directly or indirectly through any Representative, may, subject to Sections 6.11(a)(iii) and 6.11(a)(iv) (i) participate in negotiations or discussions with any Third Party that has made (and not withdrawn) a bona fide, unsolicited Company Takeover Proposal in writing that the Company Board believes in good faith, after consultation with outside legal counsel, constitutes or would reasonably be expected to result in a Company Superior Proposal, (ii) thereafter furnish to such Third Party non-public information relating to the Company or any of its Subsidiaries pursuant to an executed confidentiality agreement that constitutes an Acceptable Confidentiality Agreement; provided, that any non-public information relating to the Company or any of its Subsidiaries made available to such Third Party shall have been previously made available to Parent or is made available to Parent prior to, or concurrent with, the time such information is made available to such third party, (iii) following receipt of and on account of a Company Superior Proposal, make a Company Adverse Recommendation Change, and/or (iv) take any action related to such Company Takeover Proposal that any court of competent jurisdiction orders the Company to take (which order remains unstayed), but in each case referred to in the foregoing clauses (i) through (iii), only if the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to cause the Company Board to be in breach of its fiduciary duties under applicable Law. Nothing contained herein shall prevent the Company Board from disclosing to the Company's stockholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act with regard to a Company Takeover Proposal, if the Company determines, after consultation with outside legal counsel, that failure to disclose such position would constitute a violation of applicable Law.

(iii) The Company Board shall not take any of the actions referred to in clauses (i) through (iv) of Section 6.11(a)(ii) unless the Company shall have delivered to Parent a prior written notice advising Parent that it intends to take such action. The Company shall notify Parent promptly (but in no event later than twenty-four (24) hours) after it obtains Knowledge of the receipt by the Company (or any of its Representatives) of any bona fide Company Takeover Proposal, any inquiry that would reasonably be expected to lead to a Company Takeover Proposal, any request for non-public information relating to the Company or any of its Subsidiaries or any request for access to the business, properties, assets, books or records of the Company or any of its Subsidiaries by any third party in connection with a Company Takeover Proposal. In such notice, the Company shall identify the Third Party making, and details of the material terms and conditions of, any such Company Takeover Proposal, indication or request. The Company shall keep Parent informed, on a reasonably current basis, of the status and material terms of any such Company Takeover Proposal, indication or request, including any material amendments or proposed amendments as to price and other material terms thereof. The Company shall provide Parent with at least forty-eight (48) hours prior notice of any meeting of the Company Board (or such lesser notice as is provided to the members of the Company Board) at which the Company Board is reasonably expected to consider any Company Takeover Proposal. The Company shall promptly provide Parent with a list of any non-public information concerning the Company's business, present or future performance, financial condition or results of operations, made available to any Third Party, and, to the extent such information has not been previously made available to Parent, copies of such information.

(iv) Except as set forth in this Section 6.11(a)(iv), the Company Board shall not make any Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement. Notwithstanding the foregoing, at any time prior to the receipt of the Company Stockholder Approval, the Company Board may make a Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement, if: (i) the Company promptly notifies Parent, in writing, at least four (4) Business Days (the "Company Notice Period") before making a Company Adverse Recommendation Change or entering into (or causing a Subsidiary to enter into) a Company Acquisition Agreement, of its intention to take such action with respect to a Company Superior Proposal, which notice shall state expressly that the Company has received a Company Takeover Proposal that the Company Board intends to declare a Company Superior Proposal and that the Company Board intends to make a Company Adverse Recommendation Change and/or the Company intends to enter into a Company Acquisition Agreement; (ii) the Company attaches to such notice the most current material terms of the proposed agreement (which shall be updated on a prompt basis) and the identity of the third party making such Superior Proposal; (iii) the Company shall, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause its and its Subsidiaries' Representatives to, during the Company Notice Period, negotiate with Parent in good faith to make such adjustments in the terms and conditions of this Agreement so that such Company Takeover Proposal ceases to constitute a Superior Proposal, if Parent, in its discretion, definitively proposes to make such adjustments (it being agreed that in the event that, after commencement of the Company Notice Period, there is any material revision to the terms of a Company Superior Proposal, including, any revision in price, the Company Notice Period shall be extended, if applicable, to ensure that at least two (2) Business Days remain in the Company Notice Period subsequent to the time the Company notifies Parent of any such material revision (it being understood that there may be multiple extensions)); and (iv) the Company Board determines in good faith, after consulting with outside legal counsel, that such Company Takeover Proposal continues to constitute a Company Superior Proposal after taking into account any adjustments made by Parent during the Notice Period in the terms and conditions of this Agreement.

(b) By Parent:

(i) Parent shall not, and shall cause its Subsidiaries not to, and shall not authorize or permit its and its Subsidiaries' Representatives to, directly or indirectly, solicit, initiate or knowingly take any action to facilitate or encourage the submission of any Parent Takeover Proposal or the making of any proposal that could reasonably be expected to lead to any Parent Takeover Proposal, or, subject to Section 6.11(b)(ii), (A) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to Parent or any of its Subsidiaries to, afford access to the business, properties, assets, books or records of Parent or any of its Subsidiaries to, or knowingly assist, participate in, facilitate or encourage any effort by, any Third Party that is seeking to make, or has made, any Parent Takeover Proposal, (B) amend or grant any waiver (other than any wavier, as required by Law, of any "don't ask don't waive" provisions of any standstill agreements now in effect) or release under any standstill or similar agreement with respect to any class of equity securities of Parent or any of its Subsidiaries or (C) enter into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other Contract relating to any Parent Takeover Proposal (each, a "Parent Acquisition Agreement"). Subject to Section 6.11(b)(ii), neither Parent Board nor any committee thereof shall fail to make the Parent Board Recommendation, or withdraw, amend, modify or materially qualify, in a manner adverse to the Company, the Parent Board Recommendation, or recommend a Parent Takeover Proposal, fail to recommend against acceptance of any tender offer or exchange offer for the shares of Parent Common Stock constituting a Parent Takeover Proposal within ten (10) Business Days after the commencement of such offer, or make any public statement inconsistent with Parent Board Recommendation, or resolve or agree to take any of the foregoing actions (any of the foregoing, a "Parent Adverse Recommendation Change"). Parent shall, and shall cause its Subsidiaries 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 Parent Takeover Proposal and shall use its reasonable best efforts to cause any such third party (or its agents or advisors) in possession of non-public information in respect of Parent or any of its Subsidiaries that was furnished by or on behalf of Parent and its Subsidiaries in connection with a Parent Takeover Proposal to return or destroy (and confirm destruction of) all such information.

(ii) Notwithstanding Section 6.11(b)(i), prior to the receipt of Parent Stockholder Approval, Parent Board, directly or indirectly through any Representative, may, subject to Sections 6.11(b)(iii) and 6.11(b)(iv) (i) participate in negotiations or discussions with any Third Party that has made (and not withdrawn) a bona fide, unsolicited Parent Takeover Proposal in writing that Parent Board believes in good faith, after consultation with outside legal counsel and Parent Financial Advisor, constitutes or would reasonably be expected to result in a Parent Superior Proposal, (ii) thereafter furnish to such third party non-public information relating to Parent or any of its Subsidiaries pursuant to an executed confidentiality agreement that constitutes an Acceptable Confidentiality Agreement; provided, that any non-public information relating to Parent or any of its Subsidiaries made available to such third party shall have been previously made available to Parent or is made available to Parent prior to, or concurrent with, the time such information is made available to such third party, (iii) following receipt of and on account of a Parent Superior Proposal, make a Parent Adverse Recommendation Change, and/or (iv) take any action related to such Parent Takeover Proposal that any court of competent jurisdiction orders Parent to take (which order remains unstayed), but in each case referred to in the foregoing clauses (i) through (iii), only if Parent Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to cause Parent Board to be in breach of its fiduciary duties under applicable Law. Nothing contained herein shall prevent Parent Board from disclosing to Parent's stockholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act with regard to a Parent Takeover Proposal, if Parent determines, after consultation with outside legal counsel, that failure to disclose such position would constitute a violation of applicable Law.

(iii) Parent Board shall not take any of the actions referred to in clauses (i) through (iv) of Section 6.11(b)(ii) unless Parent shall have delivered to the Company a prior written notice advising the Company that it intends to take such action. Parent shall notify the Company promptly (but in no event later than twenty-four (24) hours) after it obtains Knowledge of the receipt by Parent (or any of its Representatives) of any bona fide Parent Takeover Proposal, any inquiry that would reasonably be expected to lead to a Parent Takeover Proposal, any request for non-public information relating to Parent or any of its Subsidiaries or any request for access to the business, properties, assets, books or records of Parent or any of its Subsidiaries by any third party in connection with a Parent Takeover Proposal. In such notice, Parent shall identify the Third Party making, and details of the material terms and conditions of, any such Parent Takeover Proposal, indication or request. Parent shall keep Parent informed, on a reasonably current basis, of the status and material terms of any such Parent Takeover Proposal, indication or request, including any material amendments or proposed amendments as to price and other material terms thereof. Parent shall provide Parent with at least forty-eight (48) hours prior notice of any meeting of Parent Board (or such lesser notice as is provided to the members of Parent Board) at which Parent Board is reasonably expected to consider any Parent Takeover Proposal. Parent shall promptly provide Parent with a list of any non-public information concerning Parent's business, present or future performance, financial condition or results of operations, made available to any third party, and, to the extent such information has not been previously made available to Parent, copies of such information.

(iv) Except as set forth in this Section 6.11(b)(iv), Parent Board shall not make any Parent Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Parent Acquisition Agreement. Notwithstanding the foregoing, at any time prior to the receipt of Parent Stockholder Approval, Parent Board may make a Parent Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Parent Acquisition Agreement, if: (i) Parent promptly notifies the Company, in writing, at least four (4) Business Days (the "Parent Notice Period") before making a Parent Adverse Recommendation Change or entering into (or causing a Subsidiary to enter into) a Parent Acquisition Agreement, of its intention to take such action with respect to a Parent Superior Proposal, which notice shall state expressly that Parent has received a Parent Takeover Proposal that Parent Board intends to declare a Parent Superior Proposal and that Parent Board intends to make a Parent Adverse Recommendation Change and/or Parent intends to enter into a Parent Acquisition Agreement; (ii) Parent attaches to such notice the most current material terms of the proposed agreement (which shall be updated on a prompt basis) and the identity of the third party making such Parent Superior Proposal; (iii) Parent shall, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause its and its Subsidiaries' Representatives to, during the Parent Notice Period, negotiate with the Company in good faith to make such adjustments in the terms and conditions of this Agreement so that such Parent Takeover Proposal ceases to constitute a Parent Superior Proposal, if the Company, in its discretion, definitively proposes to make such adjustments (it being agreed that in the event that, after commencement of the Parent Notice Period, there is any material revision to the terms of a Parent Superior Proposal, including, any revision in price, the Parent Notice Period shall be extended, if applicable, to ensure that at least two (2) Business Days remain in the Parent Notice Period subsequent to the time Parent notifies Parent of any such material revision (it being understood that there may be multiple extensions)); and (iv) Parent Board determines in good faith, after consulting with outside legal counsel and its Parent Financial Advisor, that such Parent Takeover Proposal continues to constitute a Parent Superior Proposal after taking into account any adjustments made by the Company during the Parent Notice Period in the terms and conditions of this Agreement.

Section 6.12 Takeover Statutes. Each of Parent, Merger Sub and the Company shall use its reasonable best efforts (a) to take all actions necessary so that no "moratorium," "control share," "fair price," "anti-greenmail," "takeover," "interested stockholder" or similar Laws are or become applicable to the Merger or any of the other transactions contemplated by this Agreement and (b) if any such Law is or becomes applicable to the Merger or any of the other transactions contemplated by this Agreement, to take all actions necessary so that the Merger and the other transactions contemplated hereby may be consummated as promptly as reasonably practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such Laws on the Merger and the other transactions contemplated hereby.

Section 6.13 Reorganization Tax Matters. For federal income tax purposes, the Merger is intended to constitute a Tax-Free Reorganization/Contribution and this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g). After the date of this Agreement (including, without limitation, after the Effective Time) subject to the other terms and conditions in this Agreement, each party hereto shall take any action that is required to cause the Merger to qualify, and will not take any actions or cause any actions to be taken which could reasonably be likely to prevent the Merger from qualifying, as a Tax-Free Reorganization/Contribution. All Parties hereto shall report the Merger as a Tax-Free Reorganization/Contribution, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

Section 6.14 Transaction Litigation. Subject to applicable Law, each of Parent and the Company shall give the Other Party the opportunity to participate in the defense or settlement of any stockholder litigation against such Party and its directors or executive officers relating to the Merger and the other transactions contemplated by this Agreement. Each Party agrees that, except to the extent permitted pursuant to Sections 5.2(o) or 5.3(p) (as applicable), such Party shall not settle or offer to settle any litigation commenced prior to or after the date of this Agreement against such Party or its directors, executive officers or similar persons by any stockholder of such Party relating to the Merger or the other transactions contemplated by this Agreement without the prior written consent of the Other Party (such consent not to be unreasonably withheld, delayed or conditioned).

Section 6.15 Supplement to Disclosure Letters. Each Party (for purposes of this Section 6.15, the "Disclosing Party") shall promptly notify the other Party in writing of any fact or circumstance that would cause any of the Disclosing Party's representations, warranties or covenants in this Agreement or the Company Disclosure Letter or the Parent Disclosure Letter (each, a "Disclosure Letter"), as applicable, to be untrue or incomplete in any material respect, or would cause the Disclosing Party to be unable to deliver the certificate required under Section 7.2(a), (b) or (c) or Section 7.3(a), (b) or (c), as applicable, and the Disclosing Party shall promptly deliver to the other Party an updated version of any applicable Section of the Disclosing Party's Disclosure Letter or add a new Section to the Disclosing Party's Disclosure Letter to which such fact or circumstance relates (the "Updated Disclosure Letter"). The delivery by the Disclosing Party of an Updated Disclosure Letter shall not prejudice any rights of any Other Party hereunder prior to the Closing, including the right to claim that the representations and warranties of the Disclosing Party, when made as of the date hereof, were inaccurate or false in any material respect and to exercise any right to terminate this Agreement with respect to any inaccuracy of the Disclosure Party's representations and warranties as of the date hereof or as any date after the date hereof. If the Other Party consummates the Merger following delivery of an Updated Disclosure Letter, such Updated Disclosure Letter shall be deemed to qualify the representations and warranties made as of the Effective Time by the Disclosing Party and replace for such purpose, in whole or in part, as the case may be, the applicable Section(s) of the Disclosing Party's Disclosure Letter delivered hereunder for such purpose.

Section 6.16 Certain Governance Matters. At or immediately prior to the Effective Time: (a) Parent or Merger Sub, as the case may be, shall take all requisite action to have appointed the individuals set forth in Section 6.16 of the Company Disclosure Letter to the offices of Parent and Merger Sub set forth opposite their respective names therein (as such provision of the Company Disclosure Letter may be amended by the Company from time to time prior to the Effective Date upon written notice to Parent) and (b) the New Employment Agreement and the Baron New Employment Agreement shall be in full force and effect and the Parent Employees specified thereunder shall not have notified Parent or the Company of any intention to terminate such Parent Employee's employment with Parent.

Section 6.17 Cancellation of Series D Shares and Series E Shares. In the event that the holders of all of the outstanding Series D Shares and Series E Shares have not executed a Company Support Agreement with respect to such shares within thirty (30) days after the date of this Agreement, then the Company shall, within forty-five (45) days after the date of this Agreement, cause all outstanding Series D Shares and/or all outstanding Series E Shares, as applicable, to be cancelled, whether by redemption, repurchase, conversion to Company Common Stock, or otherwise. For the avoidance of doubt, if the Series D Shares and/or Series E Shares are converted into shares of Company Common Stock in accordance with this Section 6.17, such number of shares of Company Common Stock shall be included in the Company Select Effective Time Shares.

Section 6.18 Asset Contribution.

(a) At least ten (10) days prior to the Closing Parent shall form or cause to be formed a new corporation organized under the laws of the State of Delaware which shall be a wholly-owned Subsidiary of Parent ("New Sub"). Without limiting the generality of the foregoing, Parent shall own all of the outstanding Equity Interests of New Sub (which ownership shall be evidenced to the Company by virtue of customary supporting documentation including without limitation the Articles of Incorporation of New Sub and written consents of the Board of New Sub and such other supporting documentation as may be reasonably requested by the Company) free and clear of Liens other than Permitted Liens. New Sub shall be organized and maintained through and including the Effective Time such that it shall have no Subsidiaries and does not otherwise own any Equity Interests in any Person. Further, through and including the Effective Time New Sub shall not have (i) been engaged in any activity or entered into any Contract, other than such actions incident to (A) its organization and (B) the preparation and execution of the Asset Contribution (as defined below) or (ii) had any operations or generated any revenues or incurred any liabilities other than those incurred in connection with the preparation and execution of the Asset Contribution. Parent shall cause the directors and officers of New Sub to be the individuals specified in Section 6.18 of the Company Disclosure Letter (as such provision of the Company Disclosure Letter may be amended by the Company from time to time prior to the Effective Date upon written notice to Parent), in each case, immediately prior to the Effective Time and from and after the Effective Time until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the certificate of incorporation and bylaws of New Sub.

(b) Automatically as of the Effective Time without any further actions required of the Parties hereto, Parent contributes, assigns, transfers and conveys to New Sub all of the Parent Assets free and clear of Liens other than Permitted Liens, and causes New Sub to assume of the Parent Liabilities to the full extent Parent had been, prior to the Effective Time, or would have been in the future, obligated to pay, perform and discharge the Parent Liabilities but for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder; provided, however, that said assumption of the Parent Liabilities shall not have the effect of (i) increasing the obligations of New Sub with respect to the Parent Liabilities beyond those of Parent, (ii) waiving any valid defense that was available to Parent with respect to the Parent Liabilities or (iii) enlarging any rights or remedies of any third party under any of the Parent Liabilities (such contribution, assignment and assumption of the Parent Assets and the Parent Liabilities, respectively, being referred to as the "Asset Contribution"). In furtherance of the consummation of such Asset Contribution as of the Effective Time, prior to the Effective Time Parent shall execute and deliver to New Sub and shall cause New Sub to execute and deliver to it (A) an assignment of and bill of sale relating to the Parent Assets in a customary form reasonably satisfactory to the Company, (B) an assumption of all of the Parent Liabilities in a customary form reasonably satisfactory to the Company, (C) as assignment of trademarks in a customary form reasonably satisfactory to the Company, (D) quit claim deeds with respect to any real property included in the Parent Assets (in a form commonly used in the jurisdiction where such property is located and (E) such other documents and items relating to the consummation of the Asset Contribution as the Company may reasonably request (in each case, an "Asset Contribution Document"), each such document to be automatically effective as of the Effective Time without any further actions required of the Parties hereto or the parties thereto.

(c) Nothing in this Agreement or the Asset Contribution Documents, nor the consummation of the transactions contemplated hereby or thereby shall be construed as an attempt or agreement to contribute any Parent Assets which by their terms or by applicable Law are non-assignable without the consent of a third party or a Governmental Entity or are cancelable by a third party in the event of an assignment without consent (the "Non-Assignable Assets") unless and until such consent shall have been obtained. When and if such consents are obtained, to the extent permitted by Law and the terms of the applicable Non-assignable Asset, the contribution of the Non-Assignable Asset subject thereto shall become effective automatically as of the date of such consent, without further action on the part of any Party. Parent agrees to use commercially reasonable efforts, at its sole cost and expense (including reasonable attorney's fees), to obtain on a timely basis the consents required to assign the Non-Assignable Assets as of the Effective Time. In the event consents to the contribution of a Non-Assignable Asset cannot be obtained, to the extent permitted by Law and the terms of the applicable Non-Assignable Asset, such Non-Assignable Asset shall be held from and after the Effective Time, by Parent in trust for New Sub and the covenants and obligations thereunder shall be performed by New Sub in the name of Parent and all benefits, obligations and liabilities existing thereunder shall be for New Sub's account.

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the Company, Parent and Merger Sub to effect the Merger are subject to the satisfaction or waiver (to the extent permitted by Law) on or prior to the Closing Date of the following conditions:

(a) Stockholder Approvals. The Company Stockholder Approval and the Parent Stockholder Approval shall have been obtained in accordance with applicable Law (subject to the obligations of the Company under Section 6.17).

(b) No Injunctions or Restraints; Illegality. No Laws shall have been adopted or promulgated by a Governmental Entity of competent jurisdiction and no temporary restraining order, preliminary or permanent injunction or other Order issued by a court or other Governmental Entity of competent jurisdiction in the United States shall be in effect, having the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger.

(c) Regulatory Matters. Each of the approvals set forth in Section 3.4(a) and Section 4.4(a) required to be obtained for the consummation, as of the Effective Time, of the Merger and the other transactions contemplated by this Agreement (such approvals, the "Requisite Approvals"), other than any approvals the failure to obtain of which would not, individually or in the aggregate, have a Company Material Adverse Effect or Parent Material Adverse Effect, shall have been obtained.

(d) NASDAQ Listing. The shares of Parent Common Stock to be issued in the Merger and such other shares to be reserved for issuance in connection with the Merger shall have been approved for listing on NASDAQ, subject to official notice of issuance.

(e) Effectiveness of the Form S-4. The Form S-4 shall have been declared effective by the SEC under the Securities Act. No stop order suspending the effectiveness of the Form S-4 shall be in effect and no proceedings for that purpose shall be pending before the SEC.

Section 7.2 Additional Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are subject to the satisfaction of, or waiver by Parent, on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company contained in the second sentence of Section 3.2(a) and the first sentence of Section 3.2(b) shall be true and correct other than in *de minimis* respects as of the Company Capitalization Date; (ii) each representation and warranty of the Company qualified by a Company Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date, as if made as of such date (except for those representations and warranties which address matters only as of an earlier date which shall have been true and correct as of such earlier date); and (iii) each of the other representations and warranties of the Company contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date, as if made as of such date (except for those representations and warranties which address matters only as of an earlier date which shall have been true and correct as of such earlier date), except in the case of this clause (iii), where the failure of such representations and warranties to be true and correct, individually or in the aggregate, has not had, or would not reasonably be expected to have, a Company Material Adverse Effect. Parent shall have received a certificate of the chief executive officer or the chief financial officer of the Company to such effect.

(b) Performance of Obligations of the Company. The Company shall have performed or complied with, in all material respects, all material agreements and covenants required to be performed or complied with by it under this Agreement at or prior to the Closing Date and Parent shall have received a certificate of the chief executive officer or the chief financial officer of the Company to such effect.

(c) Absence of Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any event or development that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect. Parent shall have received a certificate of the chief executive officer or the chief financial officer of the Company to such effect.

(d) Tax Opinion. Parent shall have received an opinion from Goodwin Procter LLP, on the basis of representations and warranties set forth or referred to in such opinion, dated as of the Closing Date, to the effect that the Merger will be treated as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, such counsel shall be entitled to receive and rely upon representations, warranties and covenants of officers of Parent, Merger Sub or the Company.

(e) Amended and Restated D&D Convertible Note. The Company shall have executed and delivered the Amended and Restated D&D Convertible Note to the holder thereunder and the same shall be in full force and effect.

Section 7.3 Additional Conditions to Obligations of the Company. The obligations of the Company to effect the Merger are subject to the satisfaction of, or waiver by the Company, on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent and Merger Sub contained in the second sentence of Section 4.2(a) and the first sentence of Section 4.2(b) shall be true and correct other than in *de minimis* respects as of the Parent Capitalization Date; (ii) each representation and warranty of Parent and Merger Sub qualified by a Parent Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date, as if made as of such date (except for those representations and warranties which address matters only as of an earlier date which shall have been true and correct as of such earlier date); and (iii) each of the other representations and warranties of Parent and Merger Sub contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date, as if made as of such date (except for those representations and warranties which address matters only as of an earlier date which shall have been true and correct as of such earlier date), except in the case of this clause (iii), where the failure of such representations and warranties to be true and correct, individually or in the aggregate, has not had, or would not reasonably be expected to have, a Parent Material Adverse Effect. The Company shall have received a certificate of the chief executive officer or the chief financial officer of Parent to such effect. For purposes of clarity, Section 6.18 and the other obligations of Parent thereunder relating to the Asset Contribution shall be disregarded in their entirety and not given any effect for purposes of determining whether Parent has satisfied the condition under this Section 7.3(a), as if Parent were continuing to hold the Parent Assets and Parent Liabilities at all times through and including the Effective Time without any obligation to dispose of the same pursuant to the Asset Contribution.

(b) Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub shall have performed or complied with, in all material respects, all material agreements and covenants required to be performed or complied with by them under this Agreement at or prior to the Closing Date and the Company shall have received a certificate of the chief executive officer or the chief financial officer of Parent to such effect.

(c) Absence of Parent Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any event or development that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect. The Company shall have received a certificate of the chief executive officer or the chief financial officer of Parent to such effect.

(d) Tax Opinion. The Company shall have received an opinion from Akerman LLP, on the basis of representations and warranties set forth or referred to in such opinion, dated as of the Closing Date, to the effect that the Merger will be treated as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, such counsel shall be entitled to receive and rely upon representations, warranties and covenants of officers of Parent, Merger Sub or the Company.

(e) Resignation and Appointment of Directors and Officers. Parent shall have delivered to the Company (a) resignation letters of any officers and directors of Parent and Merger Sub, to be effective as of the Effective Time, who are not identified in Section 7.3(e) of the Company Disclosure Letter as continuing officers or directors of Parent or Merger Sub (as such provision of the Company Disclosure Letter (relating to officers of Parent and officers and directors of Merger Sub only) may be amended by the Company from time to time prior to the Effective Date upon written notice to Parent), and (b) certified resolutions of the stockholders and the Boards of Parent and Merger Sub (as applicable and necessary pursuant to the Organizational Documents of Parent and Merger Sub), in a form reasonably acceptable to the Company (i) causing the whole Parent Board to consist of seven (7) directors as of the Effective Time and the whole Board of Merger Sub to consist of four (4) directors as of the Effective Time, (ii) appointing to the Parent Board and the Board of Merger Sub such individuals as necessary to cause the Boards of such entities as of the Effective Time to conform with the requirements of Section 7.3(e) of the Company Disclosure Letter and (iii) appointing as officers of Parent and Merger Sub such individuals as necessary to cause the officers of Parent and Merger Sub as of the Effective Time to conform with the requirements of Section 7.3(e) of the Company Disclosure Letter (as such provision of the Company Disclosure Letter may be amended by the Company from time to time prior to the Effective Date upon written notice to Parent).

(f) Asset Contribution. The Asset Contribution shall have been consummated as of the Closing Date in accordance with the terms of Section 6.18.

(g) Bridge Note. There shall not have occurred and be continuing as of the Closing Date any Event of Default under the Bridge Agreements (as such term is defined therein).

(h) Amended and Restated D&D Convertible Note. Parent shall have executed and delivered the Amended and Restated D&D Convertible Note to the holder thereunder and the same shall be in full force and effect as of the Effective Time.

(i) Key Employees. The Key Employee shall have executed and delivered to Parent or the applicable Subsidiary of Parent the New Employment Agreement and the same shall be in full force and effect as of the Effective Time. Clifford Baron shall have executed and delivered to Parent or the applicable Subsidiary of Parent the Baron New Employment Agreement and the same shall be in full force and effect as of the Effective Time.

(j) Certificates of Designation. Parent shall have filed or caused to have been filed with the Secretary of State of the State of Delaware Certificates of Designation relating to the New Series B Shares, New Series D Shares and New Series E Shares in the forms attached hereto as Exhibits A, B, and C, respectively, and the same shall be in full force and effect as of the Effective Time (the "New Preferred Certificates of Designation").

(k) Parent Reverse Split. The Parent Reverse Split shall have been effected.

ARTICLE VIII
TERMINATION AND AMENDMENT

Section 8.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of the Company or Parent) by mutual written consent of the Company and Parent.

Section 8.2 Termination by Either Parent or the Company. This Agreement may be terminated at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of the Company or Parent) by either the Company Board or the Parent Board:

(a) if the Merger has not been consummated on or before December 31, 2015 (the "Outside Date"); provided, however, that if by the Outside Date, any of the conditions set forth in Section 7.1(b) or Section 7.1(c) shall not have been satisfied but all other conditions to the Parties' obligation to consummate the Merger shall have been satisfied or shall be capable of being satisfied at the Closing, then the Outside Date may be extended from time to time by any Party, in its discretion, by written notice to the other Parties to a date not later than March 31, 2016 (in which case any references to the Outside Date herein shall mean the Outside Date as extended); provided, that the right to extend or terminate this Agreement pursuant to this Section 8.2(a) shall not be available to any party that has breached its obligations in any material respect under this Agreement in any manner that shall have proximately caused or resulted in the failure of the Merger to have been consummated by the Outside Date;

(b) if any Governmental Entity shall have issued a final and non-appealable Order permanently enjoining, restraining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, provided, however, that the right to terminate this Agreement pursuant to this Section 8.2(b) shall not be available to any party whose breach of any representation, warranty, covenant, or agreement set forth in this Agreement has been the cause of, or resulted in, the issuance, promulgation, enforcement or entry of any such Order; or

(c) if the Company Stockholder Approval or the Parent Stockholder Approval has not been obtained after a vote thereon at the Company Stockholder Meeting (or any adjournment or postponement thereof) or the Parent Stockholder Meeting (or any adjournment or postponement thereof), respectively; provided, however, the Company may not terminate this Agreement without Parent's approval if Company Stockholder Approval was not obtained solely because (1) the consent of the holders of a majority of the outstanding Series D Shares was not obtained and one or more holders of the outstanding Series D Shares did not execute a Company Support Agreement with respect to such shares and/or (2) the consent of the holders of a majority of the outstanding Series E Shares was not obtained and one or more holders of the outstanding Series E Shares did not execute a Company Support Agreement with respect to such shares.

Section 8.3 Termination by Parent. This Agreement may be terminated by Parent at any time prior to the Effective Time:

(a) if prior to the receipt of the Parent Stockholder Approval, the Parent Board authorizes Parent, in full compliance with the terms of this Agreement, including Section 6.11(b) hereof, to enter into a Parent Acquisition Agreement (other than an Acceptable Confidentiality Agreement) in respect of a Parent Superior Proposal; provided; that Parent shall have paid any amounts due pursuant to Section 8.6 hereof in accordance with the terms, and at the times, specified therein; and provided, further that in the event of such termination, Parent substantially concurrently enters into such Parent Acquisition Agreement;

(b) if (i) a Company Adverse Recommendation Change shall have occurred, (ii) the Company shall have entered into, or publicly announced its intention to enter into, a Company Acquisition Agreement (other than an Acceptable Confidentiality Agreement), (iii) the Company Board fails to reaffirm (publicly, if so requested by Parent) the Company Board Recommendation within ten (10) Business Days after the date any Company Takeover Proposal (or material modification thereto) is first publicly disclosed by the Company or the Person making such Company Takeover Proposal, (iv) a tender offer or exchange offer relating to Company Common Stock shall have been commenced by a Person unaffiliated with Parent and the Company shall not have sent to its stockholders pursuant to Rule 14e-2 under the Securities Act, within ten (10) Business Days after such tender offer or exchange offer is first published, sent or given, a statement reaffirming the Company Board Recommendation and recommending that stockholders reject such tender or exchange offer, or (v) the Company or the Company Board (or any committee thereof) shall publicly announce its intentions to do any of actions specified in this Section 8.3(b); or

(c) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 7.2(a) or (b) would not be satisfied and, in either such case, such breach is incapable of being cured by the Outside Date; provided, that Parent shall have given the Company at least thirty (30) days written notice prior to such termination stating Parent's intention to terminate this Agreement pursuant to this Section 8.3(b); provided, further, Parent shall not have the right to terminate pursuant to this Section 8.3(b) if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

Section 8.4 Termination by the Company. This Agreement may be terminated by the Company at any time prior to the Effective Time:

(a) if prior to the receipt of the Company Stockholder Approval, the Company Board authorizes the Company, in full compliance with the terms of this Agreement, including Section 6.11(a) hereof, to enter into a Company Acquisition Agreement (other than an Acceptable Confidentiality Agreement) in respect of a Company Superior Proposal; provided; that the Company shall have paid any amounts due pursuant to Section 8.6 hereof in accordance with the terms, and at the times, specified therein; and provided, further that in the event of such termination, the Company substantially concurrently enters into such Company Acquisition Agreement;

(b) if (i) a Parent Adverse Recommendation Change shall have occurred, (ii) Parent shall have entered into, or publicly announced its intention to enter into, a Parent Acquisition Agreement (other than an Acceptable Confidentiality Agreement), (iii) the Parent Board fails to reaffirm (publicly, if so requested by the Company) the Parent Board Recommendation within ten (10) Business Days after the date any Parent Takeover Proposal (or material modification thereto) is first publicly disclosed by Parent or the Person making such Parent Takeover Proposal, (iv) a tender offer or exchange offer relating to Parent Common Stock shall have been commenced by a Person unaffiliated with the Company and Parent shall not have sent to its stockholders pursuant to Rule 14e-2 under the Securities Act, within ten (10) Business Days after such tender offer or exchange offer is first published, sent or given, a statement reaffirming the Parent Board Recommendation and recommending that stockholders reject such tender or exchange offer, or (v) Parent or the Parent Board (or any committee thereof) shall publicly announce its intentions to do any of actions specified in this Section 8.4(b); or

(c) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of Parent or Merger Sub set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 7.3(a) or (b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the Outside Date; provided, that the Company shall have given Parent at least thirty (30) days written notice prior to such termination stating the Company's intention to terminate this Agreement pursuant to this Section 8.4(c); provided, further, the Company shall not have the right to terminate pursuant to this Section 8.4(c) if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

Section 8.5 Notice of Termination; Effect of Termination. The Party desiring to terminate this Agreement pursuant to this Article VIII (other than pursuant to Section 8.1) shall deliver written notice of such termination to each other Party hereto specifying with particularity the reason for such termination, and any such termination in accordance with this Section 8.5 shall be effective immediately upon delivery of such written notice to the other Party. If this Agreement is terminated pursuant to this Article VIII, it will become void and of no further force and effect, with no liability on the part of any Party to this Agreement (or any stockholder, director, officer, employee, agent or Representative of such Party) to any other Party hereto, except (i) with respect to Section 6.2(b) (as well as the Confidentiality Agreement), this Section 8.5, Section 8.6, and Article IX (and any related definitions contained in any such Sections or Article), which shall remain in full force and effect and (ii) with respect to any liabilities or damages incurred or suffered by a Party, to the extent such liabilities or damages were the result of fraud or the willful breach by another Party of any of its representations, warranties, covenants or other agreements set forth in this Agreement.

Section 8.6 Fees and Expenses Following Termination.

(a) If this Agreement is terminated by Parent pursuant to Section 8.3(b), then the Company shall pay to Parent (by wire transfer of immediately available funds), within two (2) Business Days after such termination, a fee in an amount equal to the Company Termination Fee.

(b) If this Agreement is terminated by the Company pursuant to Section 8.4(a), then the Company shall pay to Parent (by wire transfer of immediately available funds), at or prior to such termination, the Company Termination Fee.

(c) If this Agreement is terminated by the Company pursuant to Section 8.4(b), then Parent shall pay to the Company (by wire transfer of immediately available funds), within two (2) Business Days after such termination, a fee in an amount equal to the Parent Termination Fee.

(d) If this Agreement is terminated by Parent pursuant to Section 8.3(a), then Parent shall pay to the Company (by wire transfer of immediately available funds), at or prior to such termination, the Parent Termination Fee.

(e) If this Agreement is terminated (i) by Parent pursuant to Section 8.3(c) and the Company Stockholder Approval shall not have been obtained at the Company Stockholders Meeting (including any adjournment or postponement thereof) or (ii) by the Company or Parent pursuant to (x) Section 8.2(a) hereof and the Company Stockholder Approval shall not have been obtained at the Company Stockholders Meeting (including any adjournment or postponement thereof) or (y) Section 8.2(c) hereof because the Company Stockholder Approval has not been obtained and, in the case of clauses (i) and (ii) immediately above, (A) prior to such termination (in the case of termination pursuant to Section 8.2(a) or Section 8.3(c)) or the Company Stockholders Meeting (in the case of termination pursuant to Section 8.2(c)), a Company Takeover Proposal shall (1) in the case of a termination pursuant to Section 8.2(a) or Section 8.2(c), have been publicly disclosed and not withdrawn or (2) in the case of a termination pursuant to Section 8.3(c), have been publicly disclosed or otherwise made or communicated to the Company or the Company Board, and not withdrawn, and (B) within twelve (12) months following the date of such termination of this Agreement the Company shall have entered into a definitive agreement with respect to any Company Takeover Proposal, or any Company Takeover Proposal shall have been consummated (in each case whether or not such Company Takeover Proposal is the same as the original Company Takeover Proposal made, communicated or publicly disclosed), then in any such event the Company shall pay to Parent (by wire transfer of immediately available funds), immediately prior to and as a condition to consummating such transaction, the Company Termination Fee less any Company Expense Reimbursement Amount already paid to Parent (it being understood for all purposes of this Section 8.6(e), all references in the definition of Company Takeover Proposal to 25% shall be deemed to be references to "more than 50%" instead). If a Person (other than Parent) makes a Company Takeover Proposal that has been publicly disclosed and subsequently withdrawn prior to such termination or the Company Stockholder Meeting, as applicable, and, within twelve (12) months following the date of the termination of this Agreement, such Person or any of its controlled Affiliates makes a Company Takeover Proposal that is publicly disclosed, such initial Company Takeover Proposal shall be deemed to have been "not withdrawn" for purposes of clauses (1) and (2) of this paragraph (e).

(f) If this Agreement is terminated (i) by the Company pursuant to Section 8.4(c) and the Parent Stockholder Approval shall not have been obtained at the Parent Stockholders Meeting (including any adjournment or postponement thereof) or (ii) by the Company or Parent pursuant to (x) Section 8.2(a) hereof and the Parent Stockholder Approval shall not have been obtained at the Parent Stockholders Meeting (including any adjournment or postponement thereof) or (y) Section 8.2(c) hereof because the Parent Stockholder Approval has not been obtained and, in the case of clauses (i) and (ii) immediately above, (A) prior to such termination (in the case of termination pursuant to Section 8.2(a) or Section 8.4(c)) or the Parent Stockholders Meeting (in the case of termination pursuant to Section 8.2(c)), a Parent Takeover Proposal shall (1) in the case of a termination pursuant to Section 8.2(a) or Section 8.2(c), have been publicly disclosed and not withdrawn or (2) in the case of a termination pursuant to Section 8.4(c), have been publicly disclosed or otherwise made or communicated to Parent or the Parent Board, and not withdrawn, and (B) within twelve (12) months following the date of such termination of this Agreement Parent shall have entered into a definitive agreement with respect to any Parent Takeover Proposal, or any Parent Takeover Proposal shall have been consummated (in each case whether or not such Parent Takeover Proposal is the same as the original Parent Takeover Proposal made, communicated or publicly disclosed), then in any such event Parent shall pay to the Company (by wire transfer of immediately available funds), immediately prior to and as a condition to consummating such transaction, the Parent Termination Fee less any Parent Expense Reimbursement Amount already paid to the Company (it being understood for all purposes of this Section 8.6(f), all references in the definition of Parent Takeover Proposal to 25% shall be deemed to be references to "more than 50%" instead). If a Person (other than the Company) makes a Parent Takeover Proposal that has been publicly disclosed and subsequently withdrawn prior to such termination or the Parent Stockholder Meeting, as applicable, and, within twelve (12) months following the date of the termination of this Agreement, such Person or any of its controlled Affiliates makes a Parent Takeover Proposal that is publicly disclosed, such initial Parent Takeover Proposal shall be deemed to have been "not withdrawn" for purposes of clauses (1) and (2) of this paragraph (f).

(g) If this Agreement is terminated pursuant to Section 8.2(c) because the Company Stockholder Approval was not obtained at the Company Stockholder Meeting and Section 8.6(e) does not apply, then the Company shall pay to Parent (by wire transfer of immediately available funds) within two (2) business days after such termination, the Company Expense Reimbursement Amount.

(h) If this Agreement is terminated pursuant to Section 8.2(c) because the Parent Stockholder Approval was not obtained at the Parent Stockholder Meeting and Section 8.6(f) does not apply, then Parent shall pay to the Company (by wire transfer of immediately available funds) within two (2) business days after such termination, the Parent Expense Reimbursement Amount.

(i) Each Party acknowledges and hereby agrees that the provisions of this Section 8.6 are an integral part of the transactions contemplated by this Agreement (including the Merger), and that, without such provisions, the Parties would not have entered into this Agreement. If a Party shall fail to pay in a timely manner the amounts due pursuant to this Section 8.6 (the "Termination Party"), and, in order to obtain such payment, the Other Party makes a claim against the Termination Party that results in a judgment against the Termination Party, the Termination Party shall pay to the Other Party the reasonable costs and expenses of the Other Party (including its reasonable attorneys' fees and expenses) incurred or accrued in connection with such suit, together with interest on the amounts set forth in this Section 8.6 at the prime lending rate prevailing during such period as published in *The Wall Street Journal*. Any interest payable hereunder shall be calculated on a daily basis from the date such amounts were required to be paid until (but excluding) the date of actual payment, and on the basis of a three hundred sixty (360)-day year. The parties acknowledge and agree that in no event shall a Party be obligated to pay the Termination Fee on more than one occasion.

(j) Except as expressly set forth in this Section 8.6, all Expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such Expenses.

Section 8.7 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the Parties, by action taken or authorized by their respective Boards, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of the Company or Parent; provided, however, that after any approval of the transactions contemplated by this Agreement by the stockholders of the Company or Parent, there may not be, without further approval of such stockholders, any amendment of this Agreement that requires such further approval under applicable Law. This Agreement may not be amended except by an instrument in writing signed by each of the Parties.

Section 8.8 Extension; Waiver. At any time prior to the Effective Time, the Parties, by action taken or authorized by their respective Boards, may, subject to applicable Law, (a) extend the time for the performance of any of the obligations or other acts of the Other Party, (b) waive any inaccuracies in the representations and warranties of the Other Party contained in this Agreement and (c) waive compliance with any of the agreements or conditions of the Other Party contained in this Agreement; provided, however, that after any approval of the transactions contemplated by this Agreement by the stockholders of the Company and Parent, there may not be, without further approval of such stockholders any extension or waiver of this Agreement that requires such further approval under applicable Law. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Non-Survival of Representations, Warranties and Agreements . None of the representations, warranties, covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Effective Time, except for those covenants and agreements contained herein and therein (including Article I and Article II, Section 6.6, Section 6.7, Section 6.8 and Section 6.14) that by their terms are to be performed in whole or in part after the Effective Time and this Article IX.

Section 9.2 Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), in each case on a Business Day; (b) on the fifth (5th) Business Day after dispatch by registered or certified mail (return receipt requested and first-class postage prepaid); or (c) on the next Business Day if transmitted by national overnight courier (with proof of service), in each case as follows:

(a) if to Parent or Merger Sub, to:	CollabRx, Inc. 44 Montgomery Street, Ste. 800 San Francisco, CA 94104 Attn: Thomas R. Mika (415) 248-5350
with a copy (which shall not constitute notice) to:	Goodwin Procter LLP 135 Commonwealth Drive. Menlo Park, CA 94025 Attn: William Davisson (650) 752-3114
(b) if to the Company, to:	Medytox Solutions, Inc. 400 South Australian Avenue, Ste. 800 West Palm Beach, FL 33401 Attn: Seamus Lagan (561) 855-1620
with a copy (which shall not constitute notice) to:	Akerman LLP One Southeast Third Avenue, 25th Fl. Miami, FL 33131 Attn: J. Thomas Cookson (305) 982-5560

Section 9.3 Headings. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the Other Party, it being understood that each Party need not sign the same counterpart. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 9.5 Entire Agreement; No Third-Party Beneficiaries.

(a) This Agreement (including the Exhibits and Schedules hereto), the Company Support Agreements, the Parent Support Agreements, the Confidentiality Agreement, the Bridge Agreements, the Post-Merger Stockholders Agreement and any document delivered by the Parties in connection herewith constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral (including without limitation the LOI, which is hereby terminated for all purposes and in all respects), among the Parties to this Agreement with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement, the Confidentiality Agreement, and the Company Disclosure Letter and the Parent Disclosure Letter (other than an exception expressly set forth as such therein), the statements in the body of this Agreement will control.

(b) Except as provided in Section 6.7 and Section 6.14 hereof (which shall be to the benefit of and may be enforced by the parties referred to in such section), this Agreement is for the sole benefit of the Parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York (without giving effect to choice of law principles thereof).

Section 9.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 9.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the Other Party, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 9.9 Submission to Jurisdiction; Waivers. Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any Other Party or its successors or assigns may be brought and determined exclusively in any federal or state court located in the State and County of New York (the "Applicable Courts"), and each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the Applicable Courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the Applicable Courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof, (a) any claim that it is not personally subject to the jurisdiction of the Applicable Courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such Applicable Court or from any legal process commenced in such Applicable Court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, that (i) the Action in any such Applicable Court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such Applicable Courts. Each Party irrevocably consents to service of process in the manner provided for notices in Section 9.2; provided that nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by Law.

Section 9.10 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof or otherwise breached, that monetary damages, even if available, would not be an adequate remedy therefor and therefore fully intend for specific performance to be the principal remedy for breaches of this Agreement, and that the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any Applicable Court, in addition to any other remedy to which they are entitled at Law or in equity. Each Party further acknowledges and agrees that the agreements contained in this Section 9.10 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the Other Party would not enter into this Agreement. Each Party further agrees that no Other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.10, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 9.11 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 9.11.

Section 9.12 Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All references to "dollars" or "$" are to United States dollars. The words "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to "this Agreement" shall include the Company Disclosure Letter and the Parent Disclosure Letter. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. This Agreement is the product of negotiation by the Parties having the assistance of counsel and other advisors. It is the intention of the Parties that this Agreement not be construed more strictly with regard to one Party than with regard to the others.

Section 9.13 Publicity. The initial press release with respect to this Agreement and the Merger shall be mutually agreed upon by Parent and the Company. Thereafter, neither Parent nor the Company shall, and neither Parent nor the Company shall permit any of its Subsidiaries to, issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the prior consent (which consent shall not be unreasonably withheld, delayed or conditioned) of Parent, in the case of a proposed announcement or statement by the Company, or the Company, in the case of a proposed announcement or statement by Parent; provided, however, that either Party may, without the prior consent of the Other Party (but after prior consultation with the Other Party to the extent practicable under the circumstances) issue or cause the publication of any press release or other public announcement to the extent required by Law or by the rules and regulations of NASDAQ; provided, further, that each Party may make oral or written public announcements, releases or statements without complying with the foregoing procedures if the substance of such announcement, release or statement was publicly disclosed and previously subject to the foregoing requirements. Notwithstanding anything herein to the contrary, the restrictions of this Section 9.13 shall cease to apply following a Company Adverse Recommendation Change or Parent Adverse Recommendation Change.

Section 9.14 Definitions. As used in this Agreement the following terms have the following meanings:

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains confidentiality provisions that are no less favorable to the Company or Parent, as applicable, than those terms currently in effect and contained in the Confidentiality Agreement, and which includes standstill provisions in a customary form.

"Actions" has the meaning set forth in Section 3.8(a).

"Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through the ownership of voting securities, by Contract, as trustee or otherwise.

"Affiliated Group" shall mean any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision-of any Law.

"Agreement" has the meaning set forth in the Preamble.

"Amended and Restated D&D Note" means the Amended and Restated 10% Convertible Non-Negotiable Senior Promissory Note by Parent in favor of the holder specified therein in the form attached hereto as Exhibit D.

"Applicable Courts" has the meaning set forth in Section 9.9.

"Articles of Merger" has the meaning set forth in Section 1.3.

"Asset Contribution" has the meaning set forth in Section 6.18(b).

"Asset Contribution Document" has the meaning set forth in Section 6.18(b).

"Bankruptcy and Equity Exception" has the meaning set forth in Section 3.3(a).

"Baron New Employment Agreement" means an Employment Agreement between Parent and/or the applicable Subsidiary of Parent and Clifford Baron, in the form attached hereto as Exhibit E.

"Board" means the board of directors of any specified Person and any committees thereof.

"Bridge Agreements" mean that certain Loan and Security Agreement between Parent and the Company, the Grid Note issued by Parent to the Company and that certain Agreement between Parent and the Company, in each case, dated as of January 16, 2015, as the same may be amended from time to time.

"Business Day" means any day other than a Saturday or Sunday or any day on which the Federal Reserve Bank of New York is closed or any day on which banks in the city of New York are required to close.

"Capital Stock Book-Entry Shares" has the meaning set forth in Section 1.8(f).

"Capital Stock Certificates" has the meaning set forth in Section 1.8(f).

"Class A Preferred Shares" has the meaning set forth in Section 4.2(a).

"Closing" has the meaning set forth in Section 1.2.

"Closing Capitalization" means the number of shares of Parent Common Stock, on a Fully Diluted Basis, outstanding as of immediately after the Effective Time, except for (i) all D&D Convertible Shares, (ii) all New Preferred Shares, (iii) all Post-Closing Company Stock Options and (iv) all Post-Closing Parent Stock Options.

"Closing Date" has the meaning set forth in Section 1.2.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Company" has the meaning set forth in the Preamble.

"Company Acquisition Agreement" has the meaning set forth in Section 6.11(a)(i).

"Company Adverse Recommendation Change" has the meaning set forth in Section 6.11(a)(i).

"Company Benefit Plan" has the meaning set forth in Section 3.12(a).

"Company Board" has the meaning set forth in the Recitals.

"Company Board Recommendation" has the meaning set forth in Section 6.3.

"Company Capital Stock" means the Company Common Stock, Company Preferred Stock and any other capital stock of the Company.

"Company Capitalization Date" has the meaning set forth in Section 3.2(a).

"Company Common Stock" has the meaning set forth in Section 1.8(b).

"Company Disclosure Letter" has the meaning set forth in Article III.

"Company Dissenting Shares" has the meaning set forth in Section 1.9.

"Company Employees" means employees of the Company or any Subsidiary at Closing who remain or become an employee of the Company, Parent or any Affiliate at Closing.

"Company Employment Agreement" means a contract, offer letter or agreement of the Company or any of its Subsidiaries with or addressed to any individual who is rendering or has rendered services thereto as an employee or consultant pursuant to which the Company or any of its Subsidiaries has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services.

"Company Equity Award" means a Company Stock Option or a Company Stock Award or a phantom stock award, as the case may be.

"Company Expense Reimbursement Amount" means $1,000,000.00.

"Company Financial Statements" has the meaning set forth in Section 3.5(a).

"Company Foreign Benefit Plans" has the meaning set forth in Section 3.12(a).

"Company Insiders" means those officers and directors (including directors by deputization) of the Company who are subject to the reporting requirements of Section 16(a) of the Exchange Act and who are listed in the Section 16 Information.

"Company Insurance Policy" has the meaning set forth in Section 3.17.

"Company Intellectual Property" has the meaning set forth in Section 3.15(a).

"Company Intellectual Property Licenses" has the meaning set forth in Section 3.15(d).

"Company Leased Real Property" has the meaning set forth in Section 3.10.

"Company Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise), or assets of the Company and its Subsidiaries, taken as a whole; provided, however, that a Company Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (a) changes generally affecting the economy, financial or securities markets; (b) the announcement of the transactions contemplated by or compliance with the terms of this Agreement; (c) any outbreak or escalation of war or any act of terrorism; (d) general conditions in the industry in which the Company and its Subsidiaries operate; (e) any change in Laws or the interpretation thereof or GAAP or the interpretation thereof; or (f) disclosures in the Company Disclosure Letter; provided further, however, that any event, change and effect referred to in clauses (a), (c), (d) or (e) immediately above shall be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, change or effect has a disproportionate effect on the Company and its Subsidiaries, taken as a whole, compared to other participants in the industries in which the Company and its Subsidiaries conduct their businesses.

"Company Material Contracts" has the meaning set forth in Section 3.11(b).

"Company Notice Period" has the meaning set forth in Section 6.11(a)(iv).

"Company Option Cancellation" means the cancellation, by written agreement executed by the Company and the applicable optionee prior to but effective as of the Effective Time of options exercisable for shares of Company Common Stock (such number of options cancelled, the "Cancelled Company Options"). For the avoidance of doubt, Cancelled Company Options are not included in the Company Select Effective Time Shares.

"Company Owned Real Property" has the meaning set forth in Section 3.10.

"Company Permits" has the meaning set forth in Section 3.18(a).

"Company Preferred Stock" has the meaning set forth in Section 3.2(a).

"Company Registered Intellectual Property" has the meaning set forth in Section 3.15(d).

"Company Restricted Stock" has the meaning set forth in Section 1.9(b).

"Company SEC Documents" has the meaning set forth in Section 3.5(a).

"Company Securities" has the meaning set forth in Section 3.2(b)(i).

"Company Select Effective Time Shares" has the meaning set forth in Section 1.8(b).

"Company Stock Award" means each restricted stock unit award and other right, contingent or accrued, to acquire or receive shares of Company Common Stock or benefits measured by the value of such shares, and each award of any kind consisting of shares of Company Common Stock that may be held, awarded, outstanding, payable or reserved for issuance under any Company Stock Plan, other than Company Stock Options.

"Company Stock Options" has the meaning set forth in Section 1.11(a).

"Company Stock Plans" has the meaning set forth in Section 3.2(b)(i).

"Company Stockholder Approval" has the meaning set forth in Section 3.3(a).

"Company Stockholder Meeting" has the meaning set forth in Section 6.3.

"Company Subsidiary Securities" has the meaning set forth in Section 3.2(d).

"Company Superior Proposal" means a bona fide written Company Takeover Proposal involving the direct or indirect acquisition pursuant to a tender offer, exchange offer, merger, consolidation or other business combination, of all or substantially all of the Company's consolidated assets or a majority of the outstanding Company Common Stock, that the Company Board determines in good faith (after consultation with outside legal counsel) is more favorable from a financial point of view to the holders of Company Common Stock than the transactions contemplated by this Agreement, taking into account (a) all financial considerations, (b) the identity of the third party making such Company Takeover Proposal, (c) the anticipated timing, conditions (including any financing condition or the reliability of any debt or equity funding commitments) and prospects for completion of such Company Takeover Proposal, (d) the other terms and conditions of such Company Takeover Proposal and the implications thereof on the Company, including relevant legal, regulatory and other aspects of such Company Takeover Proposal deemed relevant by the Company Board and (e) any revisions to the terms of this Agreement and the Merger proposed by the Parent during the Company Notice Period set forth in Section 6.11(a)(iv).

"Company Support Agreement" has the meaning set forth in the Recitals.

"Company Takeover Proposal" means a proposal or offer from, or indication of interest in making a proposal or offer by, any Person (other than Parent and its Subsidiaries, including Merger Sub) relating to any (a) direct or indirect acquisition of assets of the Company or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business) equal to twenty-five percent (25%) or more of the fair market value of the Company's consolidated assets or to which twenty-five percent (25%) or more of the Company's net revenues or net income on a consolidated basis are attributable, (b) direct or indirect acquisition of twenty-five percent (25%) or more of the voting equity interests of the Company, (c) tender offer or exchange offer that if consummated would result in any Person beneficially owning (within the meaning of Section 13(d) of the Exchange Act) twenty-five percent (25%) or more of the voting equity interests of the Company, (d) merger, consolidation, other business combination or similar transaction involving the Company or any of its Subsidiaries, pursuant to which such Person would own twenty-five percent (25%) or more of the consolidated assets, or net revenues of the Company, taken as a whole, or (e) liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) of the Company or the declaration or payment of an extraordinary dividend (whether in cash or other property) by the Company.

"Company Termination Fee" means $1,000,000.00.

"Company Voting Debt" has the meaning set forth in Section 3.2(c).

"Confidentiality Agreement" means the Confidentiality and Non-Circumvent Agreement dated November 24, 2014 between the Company and Parent.

"Contracts" means, with respect to any Person, any of the agreements, contracts, leases (whether for real or personal property), notes, bonds, mortgages, indentures, deeds of trust, loans, evidences of Indebtedness, letters of credit, settlement agreements, franchise agreements, undertakings, employment agreements, license agreements, or similar instruments to which such Person or any of its Subsidiaries is a party, whether oral or written.

"Converted Parent Stock Option" has the meaning set forth in Section 1.11(a).

"Credit Agreements" means the Company's credit agreements and the Parent's credit agreements (or renewals, extensions or replacements therefor that do not increase the aggregate amount available thereunder and that do not provide for any termination fees or penalties, prohibit pre-payments or provide for any pre-payment penalties, or contain any like provisions limiting or otherwise affecting the ability of the applicable Party or its Subsidiaries or successors to terminate or pre-pay such facilities, or contain financial terms less favorable, in the aggregate, than existing credit facilities, and as they may be so renewed, extended or replaced).

"D&D Convertible Note" means the 10% Convertible Non-Negotiable Senior Promissory Note, dated as of December 31, 2014, by the Company in favor of D&D Funding II, LLC.

"D&D Convertible Shares" means the number of shares of Parent Common Stock issuable under the Amended and Restated D&D Note *plus* the number of shares of Parent Common Stock underlying the warrant issuable under the Amended and Restated D&D Note, in each case assuming that the Amended and Restated D&D Note was converted on the Closing Date.

"Disclosing Party" has the meaning set forth in Section 6.15.

"Disclosure Letter" has the meaning set forth in Section 6.15.

"Effective Time" has the meaning set forth in Section 1.3.

"Environmental Laws" means any and all Laws that (i) regulate or relate to the protection of human health and safety to the extent exposed to harmful or deleterious substances in the workplace, protection or clean-up of natural resources (including without limitation wildlife and plants) and the environment (including without limitation soils, subsurface soils, groundwater, surface and subsurface water, waterways and ambient air); (ii) regulate or relate to the treatment, storage, handling, packaging, labeling, transport or disposal, arrangement for transport or disposal, or release of, or exposure to, any pollutants, contaminants, hazardous substances, wastes or similarly regulated materials; or (iii) impose liability with respect to any of the foregoing, including property and business transfer Laws to the extent relating to identification and allocation of environmental liabilities.

"Environmental Permit" means any permit, certificate, consent, registration, exemption, variance, plan, approval, identification number, license and other authorization issued by any Governmental Entity or required under any applicable Environmental Law.

"Equity Interest" means any share, capital stock, partnership, limited liability company, membership, member or similar interest in any Person, and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor or pursuant thereto.

"ERISA" has the meaning set forth in Section 3.12(a).

"ERISA Affiliate" has the meaning set forth in Section 3.12(a).

"Exchange Act" has the meaning set forth in Section 3.4(a).

"Exchange Agent" has the meaning set forth in Section 2.1.

"Exchange Fund" has the meaning set forth in Section 2.1.

"Exchange Ratio" has the meaning set forth in Section 1.8(b).

"Expenses" means, with respect to any Person, all reasonable and documented out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, financial advisors and investment bankers of such Person and its Affiliates), incurred by such Person or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and any transactions related thereto, any litigation with respect thereto, the preparation, printing, filing and mailing of the Joint Proxy Statement, the filing of any required notices with Governmental Entities, or in connection with other regulatory approvals, and all other matters related to the Merger and any other transactions contemplated hereby.

"FCPA" has the meaning set forth in Section 3.9(a).

"Form S-4" has the meaning set forth in Section 6.1.

"Fully Diluted Basis" means, for purposes of determining the number of outstanding shares of stock, the number of outstanding shares of stock assuming the exercise, conversion, redemption or exchange of all securities, rights, or obligations which are outstanding and by its terms convertible into or redeemable or exchangeable or exercisable for shares of such stock, including without limitation, outstanding options, warrants, restricted stock units, convertible preferred stock and convertible promissory notes.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any supranational, national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority.

"Hazardous Material" means chemicals, materials, substances or wastes in any amount or concentration that are regulated pursuant to or the basis for liability pursuant to any Environmental Law, including any "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "pollutant," "regulated substance," "solid waste," "contaminant" or words of similar import defined under any Environmental Law.

"HIPAA" has the meaning set forth in Section 4.18(b).

"Indebtedness" means, with respect to a Person, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes and similar agreements, (iii) all leases of such Person capitalized pursuant to GAAP, and (iv) all obligations of such Person under sale-and-lease back transactions, agreements to repurchase securities sold and other similar financing transactions.

"Indemnified Parties" has the meaning set forth in Section 6.7(a).

"Intellectual Property" means trademarks, trade names, service marks, brand names, certification marks, trade dress or any other indications of origin, the goodwill associated with the foregoing and registrations in any domestic or foreign jurisdiction of, and applications in any such jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas and know-how, whether patentable or not, in any domestic or foreign jurisdiction; patents, applications for patents (including divisions, continuations, continuations-in-part and renewal applications), utility models, statutory invention registrations, and any renewals, extensions, reexaminations or reissues thereof, in any such jurisdiction; non-public information, trade secrets and confidential information (including confidential information of another Person) and rights in any domestic or foreign jurisdiction to limit the use or disclosure thereof by any Person; writings and other works of authorship, whether copyrightable or not, in any such jurisdiction; and registrations or applications for registration of copyrights in any domestic or foreign jurisdiction, and any renewals or extensions thereof; and any similar or other intellectual property or proprietary rights.

"IRS" has the meaning set forth in Section 3.12(b).

"Joint Proxy Statement" has the meaning set forth in Section 6.1.

"Key Company Stockholders" means the Persons identified as such set forth on Appendix A hereto.

"Key Employee" has the meaning set forth in the Recitals.

"Key Parent Stockholders" means the Persons identified as such set forth on Appendix A hereto.

"Knowledge" means (i) with respect to the Company, the actual knowledge after due inquiry of any of the Persons listed in Section 9.14 of the Company Disclosure Letter and (ii) with respect to Parent or Merger Sub, the actual knowledge after due inquiry of any of the Persons listed in Section 9.14 of the Parent Disclosure Letter.

"Law" means any applicable federal, regional, state, local, national or supranational or foreign law (including common law), statute, ordinance, rule, regulation, Order, code, ruling, decree, arbitration award, legally enforceable requirement, license or permit of any Governmental Entity.

"Letter of Transmittal" has the meaning set forth in Section 2.1.

"Lien" means any lien, mortgage, pledge, encumbrance, condition, restriction, lease, license, security interest or deed of trust.

"LOI" means the Non-Binding Letter of Intent, dated as of December 6, 2014, between Parent and the Company.

"Merger" has the meaning set forth in Section 1.1.

"Merger Consideration" has the meaning set forth Section 1.8(b).

"Merger Sub" has the meaning set forth in the Preamble.

"Name Change" has the meaning set forth in Section 6.3.

"NASDAQ" means the NASDAQ stock market.

"New Employment Agreement" means an Employment Agreement between Parent and/or the applicable Subsidiary of Parent and the Key Employee, in the form attached hereto as Exhibit F.

"New Preferred Certificates of Designation" has the meaning set forth in Section 7.3(i).

"New Preferred Shares" has the meaning set forth in Section 1.8(e).

"New Series B Shares" has the meaning set forth in Section 1.8(c).

"New Series D Shares" has the meaning set forth in Section 1.8(d).

"New Series E Shares" has the meaning set forth in Section 1.8(e).

"New Sub" has the meaning set forth in Section 6.18(a).

"Non-assignable Assets" has the meaning set forth in Section 6.18(c).

"NRS" has the meaning set forth in Section 1.1.

"Order" has the meaning set forth in Section 3.8(a).

"Organizational Documents" means, with respect to any entity, the certificate of formation, certificate of incorporation, articles of organization, articles of incorporation, bylaws, regulations, operating agreement, limited liability company agreement, stockholders agreement or other organizational document of such entity and any amendments thereto.

"Other Party" means, with respect to the Company, Parent or Merger Sub and means, with respect to Parent or Merger Sub, the Company, unless the context otherwise requires.

"Outside Date" has the meaning set forth in Section 8.2(a).

"Parent" has the meaning set forth in the Preamble.

"Parent Acquisition Agreement" has the meaning set forth in Section 6.11(b)(i).

"Parent Adverse Recommendation Change" has the meaning set forth in Section 6.11(b)(i).

"Parent Assets" means all tangible and intangible, recorded and unrecorded, moveable and immoveable, real and personal assets, properties, rights and privileges that are owned, leased, licensed, used or held for use by Parent and all of the goodwill associated therewith.

"Parent Benefit Plan" has the meaning set forth in Section 4.12(a).

"Parent Board" has the meaning set forth in the Recitals.

"Parent Board Recommendation" has the meaning set forth in Section 6.3.

"Parent Capital Stock" means the Parent Common Stock, Parent Preferred Stock and any other capital stock of Parent.

"Parent Capitalization Date" has the meaning set forth in Section 4.2(a).

"Parent Common Stock" has the meaning set forth in the Recitals.

"Parent Disclosure Letter" has the meaning set forth in Article IV.

"Parent Effective Time Shares" has the meaning set forth in Section 1.8(b).

"Parent Employees" means employees of Parent or any Subsidiary at Closing who remain or become an employee of the Company, Parent or any Affiliate at Closing.

"Parent Equity Award" means a Parent Stock Option or a Parent Stock Award or a phantom stock award, as the case may be.

"Parent Expense Reimbursement Amount" means $1,000,000.00.

"Parent Financial Advisor" has the meaning set forth in Section 4.22.

"Parent Financial Statements" has the meaning set forth in Section 4.5(a).

"Parent 401(k) Plan" has the meaning set for in Section 6.6(d).

"Parent Foreign Benefit Plans" has the meaning set forth in Section 4.12(a).

"Parent Insurance Policy" has the meaning set forth in Section 4.17.

"Parent Intellectual Property" has the meaning set forth in Section 4.15(a).

"Parent Intellectual Property Licenses" has the meaning set forth in Section 4.15(d).

"Parent Leased Real Property" has the meaning set forth in Section 4.10.

"Parent Liabilities" means all of the obligations and liabilities of Parent.

"Parent Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise), or assets of Parent and its Subsidiaries, taken as a whole, provided, however, that, a Parent Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (a) changes generally affecting the economy, financial or securities markets; (b) the announcement of the transactions contemplated by or compliance with the terms of this Agreement; (c) any outbreak or escalation of war or any act of terrorism; (d) general conditions in the industry in which Parent and its Subsidiaries operate; (e) any change in Laws or the interpretation thereof or GAAP or the interpretation thereof; (f) disclosure in the Parent Disclosure Letter; (g) the circumstances set forth in the Form 8-K filed with the SEC on November 24, 2014 and the Form 8-K filed with the SEC on December 3, 2014; and (h) Parent's shortage in cash; provided further, however, that any event, change and effect referred to in clauses (a), (c), (d) or (e) immediately above shall be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, change or effect has a disproportionate effect on Parent and its Subsidiaries, taken as a whole, compared to other participants in the industries in which Parent and its Subsidiaries conduct their businesses.

"Parent Material Contracts" has the meaning set forth in Section 4.11(b).

"Parent Notice Period" has the meaning set forth in Section 6.11(b)(iv).

"Parent Owned Real Property" has the meaning set forth in Section 4.10.

"Parent Permits" has the meaning set forth in Section 4.18.

"Parent Personnel Agreements" has the meaning set forth in Section 4.15(f).

"Parent Preferred Stock" has meaning set forth in Section 4.2(a).

"Parent Proposals" has the meaning set forth in Section 6.3.

"Parent Registered Intellectual Property" has the meaning set forth in Section 4.15(d).

"Parent Rights Agreement" means the Shareholders Rights Agreement, dated as of April 13, 2011, between Tegal Corporation (a predecessor in interest to Parent) and Registrar and Transfer Company, as Rights Agent, as amended by the Amendment to Shareholder Rights Agreement dated on or around the date hereof.

"Parent Reverse Split" means a 1 for 2.5 reverse split of Parent Capital Stock to be effected immediately prior to the Effective Time. Prior to the Effective Time, each Party shall consider in good faith making any modifications to the foregoing reverse split as the Other Party deems necessary or appropriate taking into account such factors as the listing requirements for NASDAQ, and shall not unreasonably withhold its consent to any such proposed modification.

"Parent SEC Documents" has the meaning set forth in Section 4.5(a).

"Parent Securities" has the meaning set forth in Section 4.2(b)(ii).

"Parent Share Issuance" has the meaning set forth in the Recitals.

"Parent Stock Award" means each restricted stock award and other right, contingent or accrued, to acquire or receive shares of Parent Common Stock or benefits measured by the value of such shares, and each award of any kind consisting of shares of Parent Common Stock that may be held, awarded, outstanding, payable or reserved for issuance under any Parent Stock Plan (as defined below), other than Parent Stock Options.

"Parent Stock Options" has the meaning set forth in Section 1.10.

"Parent Stock Plan" has the meaning set forth in Section 4.2(b)(i).

"Parent Stockholder Approval" has the meaning set forth in Section 4.3(a).

"Parent Stockholder Meeting" has the meaning set forth in Section 6.3.

"Parent Subsidiary Securities" has the meaning set forth in Section 4.2(d).

"Parent Superior Proposal" means a bona fide written Parent Takeover Proposal involving the direct or indirect acquisition pursuant to a tender offer, exchange offer, merger, consolidation or other business combination, of all or substantially all of Parent's consolidated assets or a majority of the outstanding Parent Common Stock, that the Parent Board determines in good faith (after consultation with outside legal counsel and the Parent Financial Advisor) is more favorable from a financial point of view to the holders of Parent Common Stock than the transactions contemplated by this Agreement, taking into account (a) all financial considerations, (b) the identity of the third party making such Parent Takeover Proposal, (c) the anticipated timing, conditions (including any financing condition or the reliability of any debt or equity funding commitments) and prospects for completion of such Parent Takeover Proposal, (d) the other terms and conditions of such Parent Takeover Proposal and the implications thereof on Parent, including relevant legal, regulatory and other aspects of such Parent Takeover Proposal deemed relevant by the Parent Board and (e) any revisions to the terms of this Agreement and the Merger proposed by the Company during the Parent Notice Period set forth in Section 6.11(a)(iv).

"Parent Support Agreement" has the meaning set forth in the Recitals.

"Parent Takeover Proposal" means a proposal or offer from, or indication of interest in making a proposal or offer by, any Person (other than the Company, Parent and its Subsidiaries) relating to any (a) direct or indirect acquisition of assets of Parent or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business) equal to twenty-five percent (25%) or more of the fair market value of Parent's consolidated assets or to which twenty-five percent (25%) or more of Parent net revenues or net income on a consolidated basis are attributable, (b) direct or indirect acquisition of twenty-five percent (25%) or more of the voting equity interests of Parent, (c) tender offer or exchange offer that if consummated would result in any Person beneficially owning (within the meaning of Section 13(d) of the Exchange Act) twenty-five percent (25%) or more of the voting equity interests of Parent, (d) merger, consolidation, other business combination or similar transaction involving Parent or any of its Subsidiaries, pursuant to which such Person would own twenty-five percent (25%) or more of the consolidated assets, or net revenues of Parent, taken as a whole, or (e) liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) of Parent or the declaration or payment of an extraordinary dividend (whether in cash or other property) by Parent.

"Parent Termination Fee" means $1,000,000.00.

"Parent Voting Debt" has the meaning set forth in Section 4.2(c).

"Parent's 2007_Stock Plan" means the Tegal Corporation 2007 Incentive Award Plan.

"Parties" has the meaning set forth in the Preamble.

"PBGC" has the meaning set forth in Section 3.12(b).

"Permitted Liens" means (i) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established in the latest Company Financial Statements or Parent Financial Statements, as applicable, (ii) Liens in favor of vendors, leasors, carriers, warehousemen, repairmen, mechanics, workmen, materialmen, construction or similar Liens or other encumbrances arising by operation of Law or Contract and that secure obligations that are not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established in the latest Company Financial Statements or Parent Financial Statements, as applicable, (iii) Liens affecting the interest of the grantor of any easements benefiting owned real property and Liens of record attaching to real property, fixtures or leasehold improvements, which would not materially impair the use of the real property in the operation of the business thereon, (iv) Liens, exceptions, defects or irregularities in title, easements, imperfections of title, claims, charges, security interests, rights-of-way, covenants, restrictions, and other similar matters that would not, individually or in the aggregate, reasonably be expected to materially impair the continued use and operation of the assets to which they relate in the business of such entity and its Subsidiaries as presently conducted, and (v) Liens existing or expressly permitted pursuant to the Credit Agreements.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization, Governmental Entity, or other entity or group (as defined in the Exchange Act).

"Post-Closing Company Stock Options" means options to purchase up to 14,800,000 shares of Parent Common Stock (such number after taking into account the Parent Reverse Split) to be granted to certain of the holders of the Cancelled Company Options after the Effective Time.

"Post-Closing Parent Stock Options" has the meaning set forth in Section 5.3(b).

"Post-Merger Stockholders Agreement" means the Stockholders Agreement, in substantially the form attached hereto as Exhibit G, among Parent, the Key Parent Stockholders and the Key Company Stockholders.

"Qualifying Amendment" has the meaning set forth in Section 6.1.

"Related Entity" means, with respect to a Party, any Person that is not a Subsidiary of such Party in which such Party or a Subsidiary of such Party directly owns an Equity Interest.

"Release" means release, spill, leak, discharge, dispose of, pump, pour, emit, empty, inject, leach, dump or allow to escape into or through the environment.

"Representatives" means, with respect to any Party, such Party or any of its Subsidiaries' respective directors, officers, partners, employees, investment bankers, financing sources, financial advisors, attorneys, accountants or other advisors, agents or other representatives.

"Requisite Approvals" has the meaning set forth in Section 7.1(c).

"Sarbanes-Oxley Act" has the meaning set forth in Section 3.5(a).

"SEC" has the meaning set forth in Section 3.5(a).

"Section 16 Information" means information accurate in all material respects regarding the Company Insiders, the number of shares of Company Common Stock held by each such Company Insider and expected to be exchanged for Parent Common Stock in the Merger, and the number and description of Company Stock Options or Company Restricted Stock held by each such Company Insider, as applicable, in connection with the Merger; provided that the requirement for a description of any Company Stock Options shall be deemed to be satisfied if copies of all Company Stock Plans, and forms of agreements evidencing grants thereunder, under which such Company Stock Options have been granted, have been made available to Parent.

"Series B Shares" has the meaning set forth in Section 1.8(c).

"Series B Shareholder" has the meaning set forth in Section 1.8(c).

"Series C Shares" has the meaning set forth in Section 3.2(a).

"Series D Shareholder" has the meaning set forth in Section 1.8(d).

"Series D Shares" has the meaning set forth in Section 1.8(d).

"Series E Shareholder" has the meaning set forth in Section 1.8(e).

"Series E Shares" has the meaning set forth in Section 1.8(e).

"Securities Act" means the Securities Act of 1933, as amended.

"Stockholder Approval" means the Company Stockholder Approval or the Parent Stockholder Approval, as applicable.

"Subsidiary" means any corporation, partnership, joint venture or other legal entity of which Parent, the Company or such other Person, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, a majority of the stock or other Equity Interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture or other legal entity, or any Person that would otherwise be deemed a "subsidiary" under Rule 12b-2 promulgated under the Exchange Act.

"Surviving Corporation" has the meaning set forth in Section 1.1.

"Takeover Statute" has the meaning set forth in Section 3.3(c).

"Tax-Free Reorganization/Contribution" has the meaning set forth in the Recitals.

"Tax Return" means all Federal, state, local, provincial and foreign Tax returns, declarations, statements, reports, schedules, forms and information returns and, in each case, any amendments thereto.

"Taxes" includes all forms of taxation, whenever created or imposed, and whether of the United States or elsewhere, and whether imposed by a local, municipal, governmental, state, foreign, Federal or other Governmental Entity, or in connection with any agreement with respect to Taxes, including all interest, penalties and additions imposed with respect to such amounts.

"Taxing Authority" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any governmental or quasi-Governmental Entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"Termination Party" has the meaning set forth in Section 8.6(i).

"Third Party" means any Person, including as defined in Section 13(d) of the Exchange Act, other than Parent, the Company or any of their respective Affiliates, and the Representatives of such Person, in each case, acting in such capacity.

"Treasury Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Updated Disclosure Letter" has the meaning set forth in Section 6.15.

[Remainder of page intentionally left blank]

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

COLLABRX, INC.

By: /s/ Thomas R. Mika
Name: Thomas R. Mika
Title: President and Chief Executive Officer

COLLABRX MERGER SUB, INC.

By: /s/ Thomas R. Mika
Name: Thomas R. Mika
Title: President

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: CEO

[Signature Page to Agreement and Plan of Merger]

Appendix A
Key Stockholders

Key Company Stockholders:

Alcimede, LLC

Epizon, Ltd.

Sharon Hollis

Aella, Ltd.

Frank Roca

Steve Sramowicz

Tom Mendolia

Jace Simmons

Bill Forhan

Key Parent Stockholders:

Thomas R. Mika

Appendix B
Key Employee

Thomas R. Mika

Exhibit 4.1

AMENDMENT
TO
SHAREHOLDER RIGHTS AGREEMENT

This Amendment to Shareholder Rights Agreement (the "Amendment") is entered into as of April 15, 2015, by and between CollabRx, Inc., a Delaware corporation (f/k/a Tegal Corporation) (the "Company"), and Computershare Trust Company, N.A., a federally chartered trust company, as successor rights agent to Registrar and Transfer Company (the "Rights Agent").

WITNESSETH:

WHEREAS, the Company is party to the Shareholder Rights Agreement, dated as of April 13, 2011, as may have been amended or supplemented (the "Rights Agreement"), with the Rights Agent. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Rights Agreement;

WHEREAS, pursuant to Section 27 of the Rights Agreement, prior to an occurrence of a Section 11(a)(ii) Event, the Company and the Rights Agent may, if the Company's Board of Directors so directs, supplement or amend any provision of the Rights Agreement without the approval of any holders of certificates representing shares of Common Stock of the Company; and

WHEREAS, the Board of Directors of the Company has determined that an amendment to the Rights Agreement as set forth in this Amendment is necessary and desirable and has approved this Amendment, and pursuant to Section 27 of the Rights Agreement, the Company hereby directs that the Rights Agreement be amended as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

1. Amendments to Section 1.

(a) Section 1 of the Rights Agreement is hereby amended by adding the following definitions:

(nn) "Target Entity" shall mean Medytox Solutions, Inc., a Nevada corporation.

(oo) "Effective Time" shall have the meaning set forth in the Merger Agreement.

(pp) "Merger" shall have the meaning set forth in the Merger Agreement.

(qq) "Merger Agreement" shall mean the Agreement and Plan of Merger, dated as of April 15, 2015, by and among Target Entity, Merger Sub, and the Company, as may be amended from time to time.

(rr) "Merger Sub" shall mean CollabRx Merger Sub, Inc., a Nevada corporation and a wholly owned subsidiary of Company.

(b) The definition of "Acquiring Person" in Section 1(a) of the Rights Agreement is hereby amended and supplemented by inserting the following sentence at the end thereof:

"Notwithstanding the foregoing or any other provision of this Agreement to the contrary, none of (i) the execution and delivery of the Merger Agreement or any of the agreements contemplated thereunder (including without limitation any voting agreements), (ii) shareholder approval of the Merger Agreement, nor (iii) the consummation of the Merger or any of the other transactions contemplated by the Merger Agreement, shall be deemed to result in Target Entity or any of its Affiliates, Associates and shareholders becoming an Acquiring Person."

(c) The definition of "Stock Acquisition Date" in Section 1(jj) of the Rights Agreement is hereby amended and supplemented by inserting the following sentence at the end thereof:

"Notwithstanding the foregoing or any other provision of this Agreement to the contrary, none of (i) the execution and delivery of the Merger Agreement or any of the agreements contemplated thereunder (including without limitation any voting agreements), (ii) shareholder approval of the Merger Agreement or (iii) the consummation of the Merger or the other transactions contemplated by the Merger Agreement shall be deemed to result in a Stock Acquisition Date."

(d) The definition of "Grandfathered Time" in Section 1(t) of the Rights Agreement is hereby amended and restated in its entirety such that Section 1(t) shall read as follows:

""Grandfathered Time" shall mean immediately following the Effective Time."

2. Amendment to Section 3(a). Section 3(a) of the Rights Agreement is hereby amended and supplemented to add the following sentence at the end thereof:

"Notwithstanding anything in this Agreement to the contrary, none of (i) the execution and delivery of the Merger Agreement or any of the agreements contemplated thereunder (including without limitation any voting agreements), (ii) shareholder approval of the Merger Agreement or (iii) the consummation of the Merger or the other transactions contemplated by the Merger Agreement shall be deemed to result in a Distribution Date."

3. Amendment to Section 7(a). Section 7(a) of the Rights Agreement is hereby amended and restated in its entirety such that Section 7(a) shall read as follows:

> "(a) Subject to Section 7(e) hereof, the registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase and the certificate on the reverse side thereof duly executed, to the Rights Agent at the office or offices of the Rights Agent designated for such purpose, together with payment of the aggregate Exercise Price for the total number of one ten-thousandths of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which such surrendered Rights are then exercised, at or prior to the earlier of (i) the Close of Business on the tenth anniversary of the Record Date (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the "Redemption Date"), (iii) the time at which such Rights are exchanged as provided in Section 24 hereof (the "Exchange Date"), or (iv) immediately prior to the Effective Time (the earliest of (i), (ii), (iii) or (iv) being herein referred to as the "Expiration Date"). Except as set forth in Section 7(e) hereof and notwithstanding any other provision of this Agreement, any Person who prior to the Distribution Date becomes a record holder of shares of Common Stock of the Company may exercise all of the rights of a registered holder of a Right Certificate with respect to the Rights associated with such shares of Common Stock of the Company in accordance with the provisions of this Agreement, as of the date such Person becomes a record holder of shares of Common Stock of the Company."

4. Amendment to Section 11. Section 11(a)(ii) of the Rights Agreement is hereby amended and supplemented by adding the following sentence at the end thereof:

> "For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the occurrence of (i) the execution and delivery of the Merger Agreement or any of the agreements contemplated thereunder (including without limitation any voting agreements), (ii) shareholder approval of the Merger Agreement and/or (iii) the consummation of the Merger or the other transactions contemplated by the Merger Agreement shall not be deemed to be a Section 11(a)(ii) Event and shall not cause the Rights to be adjusted or exercisable in accordance with, or any other action to be taken or obligation to arise pursuant to, this Section 11(a)(ii)."

5. Amendment to Section 13. Section 13(a) of the Rights Agreement is hereby amended and supplemented by adding the following sentence at the end thereof:

> "For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the occurrence of (i) the execution and delivery of the Merger Agreement or the agreements contemplated thereunder (including without limitation any voting agreements), (ii) shareholder approval of the Merger Agreement and/or (iii) the consummation of the Merger or the other transactions contemplated by the Merger Agreement shall not be deemed to be a Section 13 Event and shall not cause the Rights to be adjusted or exercisable in accordance with, or any other action to be taken or obligation to arise pursuant to, this Section 13."

6. Notice to Rights Agent. In the event of the occurrence of the Effective Time, the Company shall promptly notify Rights Agent of the Expiration Date.

7. Effectiveness. This Amendment shall be deemed effective as of the date first above written, as if executed on such date. Except as expressly set forth herein, this Amendment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Rights Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect and shall be otherwise unaffected.

8. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state.

9. Counterparts. This Amendment may be executed in any number of counterparts, which shall for all purposes be deemed an original, and all such counterparts together shall constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

[Remainder of page has intentionally been left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

COLLABRX, INC.

Attest:

/s/ Clifford Baron
Name: Clifford Baron
Title: VP/COO

By: /s/ Thomas R. Mika
Name: Thomas R. Mika
Title: President and Chief Executive Officer

COMPUTERSHARE TRUST COMPANY, N.A.

Attest:

/s/ James Walsh
Name: James Walsh
Title: AVP Relationship Management

By: /s/ Dennis V. Moccia
Name: Dennis V. Moccia
Title: Manager, Contract Administration

Exhibit 10.1

Execution Version

VOTING AND SUPPORT AGREEMENT
(PARENT)

This VOTING AND SUPPORT AGREEMENT, dated as of April 15, 2015 (this " Agreement"), is made and entered into by and between Medytox Solutions, Inc., a Nevada corporation (the "Company"), and the stockholder of CollabRx, Inc., a Delaware corporation ("Parent"), listed on Schedule A hereto (the "Stockholder").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Parent and CollabRx Merger Sub, Inc., a Nevada corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement;

WHEREAS, as of the date hereof, the Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of shares of Parent Common Stock set forth across from such Stockholder's name on Schedule A attached hereto and has the voting and dispositive power in connection with the Merger with respect to such shares ("Existing Shares" and, together with any shares of Parent Common Stock acquired after the date hereof, whether upon the exercise of options, conversion of convertible securities or otherwise, the Stockholder's "Shares"); and

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, the Company has required that the Stockholder agrees, and the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, to implement the foregoing and in consideration of the mutual agreements contained herein, the parties agree as follows:

AGREEMENT

1. Agreement to Vote; Irrevocable Proxy; Etc.

(a) Agreement to Vote. Subject to the terms and conditions hereof, the Stockholder hereby irrevocably and unconditionally agrees that, from and after the date hereof and until the Termination Date, at any meeting of the holders of Parent Common Stock, however called, or in connection with any written consent of the holders of Parent Common Stock, such Stockholder shall (i) appear at such meeting or otherwise cause all of such Stockholder's Shares to be counted as present thereat for purposes of calculating a quorum and respond to any other request by the Company or Parent for written consent, if any, and (ii) vote (or cause to be voted) such Stockholder's Shares or grant consent, as applicable (x) in favor of (A) approval of the Merger and the other transactions contemplated by the Merger Agreement, including without limitation the Parent Share Issuance and the Asset Contribution, (B) the amendments to Parent's certificate of incorporation in the form and setting forth the substance recommended to the Stockholder by the Parent Board, (C) the election to the Parent Board of the individuals specified on Section 6.3 of the Company Disclosure Letter and the removal from the Parent Board (to the extent any such individuals have not previously resigned or been removed) of any individuals not specified on Section 7.3(g) of the Company Disclosure Letter as being a member of the Parent Board immediately following the Effective Time and (D) any other Parent Proposals and any other matter that is required to facilitate the consummation of the Merger and the other transactions contemplated by the Merger Agreement, including without limitation any adjournment or postponement of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the adoption of the Merger, and (y) against (1) any Parent Takeover Proposal, (2) any proposal made in opposition to or in competition with the Merger, or which would result in a breach of the Merger Agreement, or (3) any other action involving Parent or any Subsidiary of Parent that would reasonably be expected to have the effect of impeding, materially interfering with, materially delaying, materially postponing, or otherwise impairing the ability of Parent to consummate the Merger. Subject to the terms and conditions hereof, the Stockholder shall not enter into any agreement or understanding with any Person prior to the termination of this Agreement to vote in any manner inconsistent herewith. Subject to the terms and conditions hereof, the obligations of the Stockholder specified in this Section 1(a) shall not be affected by the commencement, public proposal, public disclosure or communication to Parent of any Parent Takeover Proposal prior to the Termination Date.

(b) Irrevocable Proxy. The Stockholder hereby revokes any and all previous proxies and powers of attorney granted with respect to such Stockholder's Shares, and the Stockholder shall not grant any subsequent proxy or power of attorney with respect to such Stockholder's Shares, except as set forth in this Agreement or required by a Letter of Transmittal. By entering into this Agreement, subject to the last sentence of this Section 1(b), the Stockholder hereby grants, or agrees to cause the applicable record holder to grant, a proxy appointing the Company, any designee of the Company and each of the Company's officers, with full power of substitution and re-substitution, as such Stockholder's attorney-in-fact and proxy, for and in such Stockholder's name, to be counted as present and vote and express consent or dissent with respect to such Stockholder's Shares for the purposes set forth in Section 1(a). The proxy granted by the Stockholder pursuant to this Section 1(b) is, subject to the last sentence of this Section 1(b), irrevocable and is coupled with an interest, in accordance with Section 212(e) of the Delaware General Corporation Law, and is granted in order to secure such Stockholder's performance under this Agreement and also in consideration of the Company entering into this Agreement and the Merger Agreement. If Stockholder fails for any reason to be counted as present, consent or vote such Stockholder's Shares in accordance with the requirements of Section 1(a), then the Company shall have the right to cause to be present, consent or vote such Stockholder's Shares in accordance with the provisions of Section 1(a). The proxy granted by the Stockholder shall be automatically revoked upon the valid termination of this Agreement in accordance with Section 5.

(c) Stockholder Restrictions. From the date of this Agreement until the Termination Date and except as otherwise contemplated in the Merger Agreement, the Stockholder shall not (i) sell, transfer, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, encumbrance, assignment or other disposition of, or limitation on the voting rights of, any of such Stockholder's Shares (any such action, a "Transfer"); provided that nothing in this Agreement shall prohibit the exercise by the Stockholder of any options to purchase Shares, (ii) deposit any of such Stockholder's Shares into a voting trust or enter into a separate voting agreement with respect to such Stockholder's Shares, (iii) take any action, either directly or indirectly, that would cause any representation or warranty of such Stockholder contained herein to become untrue or incorrect, in each case, in any material respect, or would reasonably be expected to have the effect of preventing or disabling such Stockholder from performing its, his or her obligations under this Agreement or (iv) commit or agree to take any of the foregoing actions. Any action taken in violation of the foregoing sentence shall be null and void ab initio. Notwithstanding the foregoing, the Stockholder may make Transfers of Shares by will, for estate or tax planning purposes, for charitable purposes or as charitable gifts or donations; provided, that, as a condition to any such Transfer, each transferee agrees in writing to be bound by the terms of this Agreement applicable to such Stockholder and to hold such Shares subject to all the terms and provisions of this Agreement to the same extent as such terms and provisions bound such Stockholder. If any involuntary Transfer of any of the Shares shall occur, the transferee (which term, as used herein, shall include the initial transferee and any and all subsequent transferees of the initial transferee) shall take and hold such Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

(d) Additional Shares. The Stockholder hereby agrees, during the term of this Agreement, to promptly notify the Company of any new Shares acquired by such Stockholder, if any, after the execution of this Agreement. Any such Shares shall be subject to the terms of this Agreement as though owned by such Stockholder on the date of this Agreement. In the event of a stock split, stock dividend or distribution, or any change in the Parent Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, the terms "Existing Shares" and "Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

(e) Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company, any of the Persons identified in Section 1(b) or any other Person any direct or indirect ownership or incidence of ownership of or with respect to, or pecuniary interest in, any of the Shares. All rights, ownership and economic benefits of and relating to, and pecuniary interest in, the Shares shall remain vested in and belong to the Stockholder, and neither the Company, the Persons identified in Section 1(b) nor any other Person shall have any power or authority to direct the Stockholder in the voting or disposition of any of the Shares, except as otherwise expressly provided in this Agreement.

2. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to the Company, as of the date hereof, and at all times during the term of this Agreement, as follows:

(a) Authorization; Validity of Agreement; Necessary Action . Such Stockholder has full power and authority to execute and deliver this Agreement, to perform its, his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of the Company, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Shares. Such Stockholder's Existing Shares are owned beneficially and/or of record by such Stockholder, as set forth on Schedule A attached hereto. Such Stockholder's Existing Shares constitute all of the shares of Parent Common Stock owned of record or beneficially by such Stockholder as of the date hereof, and, except for such Stockholder's Existing Shares, such Stockholder does not beneficially own or have any right to acquire (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing) any shares of Parent Common Stock or any securities convertible into shares of Parent Common Stock (other than pursuant to any option, stock award or similar compensation plan adopted by Parent). Such Stockholder has the voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Section 1 hereof and power to agree to all of the matters set forth in this Agreement with respect to each of such Stockholder's Existing Shares as set forth on Schedule A attached hereto, with no other limitations, qualifications or restrictions on such rights, subject to applicable federal securities Laws, the organizational documents of Parent and the terms of this Agreement and the Merger Agreement.

(c) No Conflicts. The execution and delivery of this Agreement by such Stockholder do not, and the performance of the terms of this Agreement by such Stockholder will not, (a) require the consent or approval of any other Person pursuant to any agreement, obligation or instrument binding on such Stockholder or its, his or her properties or assets, (b) except as may otherwise be required by federal securities Laws, conflict with or violate any Law applicable to such Stockholder or pursuant to which any of its, his or her properties or assets are bound or (c) violate any other agreement to which such Stockholder is a party, including any voting agreement, stockholders agreement, irrevocable proxy or voting trust. Except for that certain Stockholders Agreement dated as of July 12, 2012, such Stockholder's Existing Shares are not, with respect to the voting or transfer thereof, subject to any other agreement, including any voting agreement, stockholders agreement, irrevocable proxy or voting trust.

(d) Brokers and Finders. Such Stockholder has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder's fees or other similar fees or commissions in connection with this Agreement based upon arrangements made by or on behalf of the Stockholder in its, his or her capacity as such.

(e) Acknowledgment. Such Stockholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholder, as of the date hereof, and at all times during the term of this Agreement, as follows:

(a) Organization. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada.

(b) Corporate Authorization; Validity of Agreement; Necessary Action. The Company has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by the Company Board, and no other corporate action or proceedings on the part of the Company are necessary to authorize the execution and delivery by the Company of this Agreement, and the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholder, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) No Conflicts. The execution and delivery of this Agreement by the Company do not, and the performance of the terms of this Agreement by the Company will not, (a) require the consent or approval of any other Person pursuant to any agreement, obligation or instrument binding on the Company, (b) except as may otherwise be required by federal securities Laws, conflict with or violate any Law applicable to the Company or (c) violate any other material agreement to which the Company is a party.

4. Further Assurances. From time to time, at any other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further lawful action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

5. Termination. This Agreement, and the irrevocable proxy set forth in Section 1(b), shall automatically terminate, and no party shall have any rights or obligations hereunder and this Agreement shall become null and void and have no further force or effect with no liability on the part of any party hereto upon the earliest to occur of (a) the Effective Time, (b) a valid termination of the Merger Agreement in accordance with its terms, and (c) a Parent Adverse Recommendation Change or a Company Adverse Recommendation Change (any such date shall be referred to herein as the "Termination Date"). Nothing in this Section 5 shall relieve any party of liability for breach of this Agreement prior to the termination of this Agreement pursuant to its terms.

6. Costs and Expenses. All costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such expenses.

7. Amendment and Modification; No Waiver. This Agreement may be amended, modified and supplemented in any and all respects only by written agreement executed and delivered by each of the respective parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against whom the enforcement of such waiver, discharge or termination is sought, except that this Agreement may be terminated as set forth in Section 5. The failure of either party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with its obligations under this Agreement, shall not constitute a waiver of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

8. Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained); (b) on the fifth (5th) Business Day after dispatch by registered or certified mail (return receipt requested and first-class postage prepaid); or (c) on the next Business Day if transmitted by national overnight courier (with proof of service), in each case as follows:

(a) if to the Company, to:

Medytox Solutions, Inc.
400 South Australian Avenue, Ste. 800
West Palm Beach, FL 33401
Attn: Seamus Lagan
Fax: (561) 855-1620

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

Akerman LLP
One Southeast Third Avenue, 25th Fl.
Miami, FL 33131
Attn: J. Thomas Cookson
Fax; (305) 374-5095

(b) if to the Stockholder, to the address set forth on the signature page hereto;

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

CollabRx, Inc.
44 Montgomery Street, Ste. 800
San Francisco, CA 94104
Attn: Thomas R. Mika
Fax: (415) 248-5350

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

Goodwin Procter LLP
135 Commonwealth Drive
Menlo Park, CA 94025
Attn: William Davisson
Fax: (650) 752-3114

9. Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation".

10. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by e-mail of a pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

11. Entire Agreement; No Third Party Beneficiaries. This Agreement (together with the Schedules hereto and the Merger Agreement, the Company Support Agreements, the other Parent Support Agreements, the Post-Merger Stockholders Agreement and the Confidentiality Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder. This Agreement is intended to create a contractual relationship between the Stockholder and the Company and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between any of the parties hereto. Without limiting the generality of the foregoing, none of the Stockholder or the Company, by entering into this Agreement, intends to form a "group" for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable Law with each other or any other stockholder of Parent.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

13. Specific Performance; Remedies Cumulative.

(a) Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to seek the remedy of specific performance of the terms hereof, in addition to any other remedy at law or equity.

(b) Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

14. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of New York without giving effect to the principles of conflicts of law thereof.

15. Assignment. Except as set forth in Section 1(c), neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16. Consent to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by the other party or its successors or assigns may be brought and determined exclusively in any federal or state court located in the State and County of New York (the "Applicable Courts"), and each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the Applicable Courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the Applicable Courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof, (a) any claim that it is not personally subject to the jurisdiction of the Applicable Courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such Applicable Court or from any legal process commenced in such Applicable Court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, that (i) the action in any such Applicable Court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such Applicable Courts. Each Party irrevocably consents to service of process in the manner provided for notices in Section 8; provided that nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by Law.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. Negotiated Terms. The provisions of this Agreement are the result of negotiations between the parties. Accordingly, this Agreement shall not be construed in favor of or against any party by reason of the extent to which the party or any of his or its professional advisors participated in its preparation.

19. Action in Stockholder Capacity Only. The parties acknowledge and agree that this Agreement is entered into by the Stockholder solely in its, his or her capacity as the record and/or beneficial owner of such Stockholder's Shares and nothing in this Agreement shall restrict or limit in any respect any action taken by such Stockholder in its, his or her capacity as a director or officer of Parent. The taking of any action (or failure to act) by the Stockholder in its, his or her capacity as an officer or director of the Parent will in no event be deemed to constitute a breach of this Agreement.

20. Documentation and Information. The Stockholder (i) consents to and authorizes the publication and disclosure by Parent and the Company of such Stockholder's identity and holdings of the Shares, and the nature of such Stockholder's commitments, arrangements and understandings under this Agreement, in any disclosure document required by Law, rule or regulation in connection with the Merger or any other transaction contemplated by the Merger Agreement (and, with respect to any other press release or similar announcement, authorizes publication and disclosure of such information if the Stockholder has given prior consent to such press release or other announcement) and (ii) agrees as promptly as practicable to give to Parent and the Company any information reasonably related to the foregoing as either may reasonably require for the preparation of any such disclosure documents. As promptly as practicable, the Stockholder shall notify Parent and the Company of any required corrections with respect to any written information supplied by such Stockholder specifically for use in any such disclosure document, if and to the extent such Stockholder becomes aware that any have become false or misleading in any material respect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Company and the Stockholder have caused this Agreement to be signed as of the date first written above.

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: CEO

STOCKHOLDER

/s/ Thomas R. Mika
Name: Thomas R. Mika

Address for Notice:

SCHEDULE A

Stockholder	Existing Shares
Thomas R. Mika	277,338 Common Stock

Exhibit 10.2

Execution Version

VOTING AND SUPPORT AGREEMENT
(COMPANY)

This VOTING AND SUPPORT AGREEMENT, dated as of April 15, 2015 (this " Agreement"), is made and entered into by and between CollabRx, Inc., a Delaware corporation ("Parent"), and the stockholder of Medytox Solutions, Inc., a Nevada corporation (the "Company"), listed on Schedule A hereto (the "Stockholder").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Parent and CollabRx Merger Sub, Inc., a Nevada corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement;

WHEREAS, as of the date hereof, the Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of shares, class and series of Company Capital Stock set forth across from such Stockholder's name on Schedule A attached hereto and has the voting and dispositive power in connection with the Merger with respect to such shares ("Existing Shares" and, together with any shares of Company Capital Stock acquired after the date hereof, whether upon the exercise of options, conversion of convertible securities or otherwise, the Stockholder's "Shares"); and

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Parent has required that the Stockholder agrees, and the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, to implement the foregoing and in consideration of the mutual agreements contained herein, the parties agree as follows:

AGREEMENT

1. Agreement to Vote; Irrevocable Proxy; Etc.

(a) Agreement to Vote. Subject to the terms and conditions hereof, the Stockholder hereby irrevocably and unconditionally agrees that, from and after the date hereof and until the Termination Date, at any meeting of the holders of Company Capital Stock, however called, or in connection with any written consent of the holders of Company Capital Stock, such Stockholder shall (i) appear at such meeting or otherwise cause all of such Stockholder's Shares to be counted as present thereat for purposes of calculating a quorum and respond to any other request by the Company or Parent for written consent, if any, and (ii) vote (or cause to be voted) such Stockholder's Shares or grant consent, as applicable (x) in favor of (A) approval of the Merger and the other transactions contemplated by the Merger Agreement and (B) any other matter that is required to facilitate the consummation of the Merger and the other transactions contemplated by the Merger Agreement, including without limitation any adjournment or postponement of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the adoption of the Merger, and (y) against (1) any Company Takeover Proposal, (2) any proposal made in opposition to or in competition with the Merger, or which would result in a breach of the Merger Agreement, or (3) any other action involving the Company or any Subsidiary of the Company that would reasonably be expected to have the effect of impeding, materially interfering with, materially delaying, materially postponing, or otherwise impairing the ability of the Company to consummate the Merger. Subject to the terms and conditions hereof, the Stockholder shall not enter into any agreement or understanding with any Person prior to the termination of this Agreement to vote in any manner inconsistent herewith. Subject to the terms and conditions hereof, the obligations of the Stockholder specified in this Section 1(a) shall not be affected by the commencement, public proposal, public disclosure or communication to the Company of any Company Takeover Proposal prior to the Termination Date.

(b) Irrevocable Proxy. The Stockholder hereby revokes any and all previous proxies and powers of attorney granted with respect to such Stockholder's Shares, and the Stockholder shall not grant any subsequent proxy or power of attorney with respect to such Stockholder's Shares, except as set forth in this Agreement or required by a Letter of Transmittal. By entering into this Agreement, subject to the last sentence of this Section 1(b), the Stockholder hereby grants, or agrees to cause the applicable record holder to grant, a proxy appointing Parent, any designee of Parent and each of Parent's officers, with full power of substitution and re-substitution, as such Stockholder's attorney-in-fact and proxy, for and in such Stockholder's name, to be counted as present and vote and express consent or dissent with respect to such Stockholder's Shares for the purposes set forth in Section 1(a). The proxy granted by the Stockholder pursuant to this Section 1(b) is, subject to the last sentence of this Section 1(b), irrevocable and is coupled with an interest, in accordance with Section 78.355 of the NRS, and is granted in order to secure such Stockholder's performance under this Agreement and also in consideration of Parent entering into this Agreement and the Merger Agreement. If Stockholder fails for any reason to be counted as present, consent or vote such Stockholder's Shares in accordance with the requirements of Section 1(a), then Parent shall have the right to cause to be present, consent or vote such Stockholder's Shares in accordance with the provisions of Section 1(a). The proxy granted by the Stockholder shall be automatically revoked upon the valid termination of this Agreement in accordance with Section 5.

(c) Stockholder Restrictions. From the date of this Agreement until the Termination Date and except as otherwise contemplated in the Merger Agreement, the Stockholder shall not (i) sell, transfer, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, encumbrance, assignment or other disposition of, or limitation on the voting rights of, any of such Stockholder's Shares (any such action, a "Transfer"); provided that nothing in this Agreement shall prohibit the exercise by the Stockholder of any options to purchase Shares, (ii) deposit any of such Stockholder's Shares into a voting trust or enter into a separate voting agreement with respect to such Stockholder's Shares, (iii) take any action, either directly or indirectly, that would cause any representation or warranty of such Stockholder contained herein to become untrue or incorrect, in each case, in any material respect, or would reasonably be expected to have the effect of preventing or disabling such Stockholder from performing its, his or her obligations under this Agreement or (iv) commit or agree to take any of the foregoing actions. Any action taken in violation of the foregoing sentence shall be null and void ab initio. Notwithstanding the foregoing, the Stockholder may make Transfers of Shares by will, for estate or tax planning purposes, for charitable purposes or as charitable gifts or donations; provided, that, as a condition to any such Transfer, each transferee agrees in writing to be bound by the terms of this Agreement applicable to such Stockholder and to hold such Shares subject to all the terms and provisions of this Agreement to the same extent as such terms and provisions bound such Stockholder. If any involuntary Transfer of any of the Shares shall occur, the transferee (which term, as used herein, shall include the initial transferee and any and all subsequent transferees of the initial transferee) shall take and hold such Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

(d) Additional Shares. The Stockholder hereby agrees, during the term of this Agreement, to promptly notify Parent of any new Shares acquired by such Stockholder, if any, after the execution of this Agreement. Any such Shares shall be subject to the terms of this Agreement as though owned by such Stockholder on the date of this Agreement. In the event of a stock split, stock dividend or distribution, or any change in the Company Capital Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, the terms "Existing Shares" and "Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

(e) Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, any of the Persons identified in Section 1(b) or any other Person any direct or indirect ownership or incidence of ownership of or with respect to, or pecuniary interest in, any of the Shares. All rights, ownership and economic benefits of and relating to, and pecuniary interest in, the Shares shall remain vested in and belong to the Stockholder, and neither Parent, the Persons identified in Section 1(b) nor any other Person shall have any power or authority to direct the Stockholder in the voting or disposition of any of the Shares, except as otherwise expressly provided in this Agreement.

2. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent, as of the date hereof, and at all times during the term of this Agreement, as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Such Stockholder has full power and authority to execute and deliver this Agreement, to perform its, his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Shares. Such Stockholder's Existing Shares are owned beneficially and/or of record by such Stockholder, as set forth on Schedule A attached hereto. Such Stockholder's Existing Shares constitute all of the shares of Company Capital Stock owned of record or beneficially by such Stockholder as of the date hereof, and, except for such Stockholder's Existing Shares, such Stockholder does not beneficially own or have any right to acquire (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing) any shares of Company Capital Stock or any securities convertible into shares of Company Capital Stock (other than pursuant to any option, stock award or similar compensation plan adopted by the Company). Such Stockholder has the voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Section 1 hereof and power to agree to all of the matters set forth in this Agreement with respect to each of such Stockholder's Existing Shares as set forth on Schedule A attached hereto, with no other limitations, qualifications or restrictions on such rights, subject to applicable federal securities Laws, the organizational documents of the Company and the terms of this Agreement and the Merger Agreement.

(c) No Conflicts. The execution and delivery of this Agreement by such Stockholder do not, and the performance of the terms of this Agreement by such Stockholder will not, (a) require the consent or approval of any other Person pursuant to any agreement, obligation or instrument binding on such Stockholder or its, his or her properties or assets, (b) except as may otherwise be required by federal securities Laws, conflict with or violate any Law applicable to such Stockholder or pursuant to which any of its, his or her properties or assets are bound or (c) violate any other agreement to which such Stockholder is a party, including any voting agreement, stockholders agreement, irrevocable proxy or voting trust. Such Stockholder's Existing Shares are not, with respect to the voting or transfer thereof, subject to any other agreement, including any voting agreement, stockholders agreement, irrevocable proxy or voting trust.

(d) Brokers and Finders. Such Stockholder has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder's fees or other similar fees or commissions in connection with this Agreement based upon arrangements made by or on behalf of the Stockholder in its, his or her capacity as such.

(e) Acknowledgment. Such Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

3. Representations and Warranties of Parent. Parent hereby represents and warrants to the Stockholder, as of the date hereof, and at all times during the term of this Agreement, as follows:

(a) Organization. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Corporate Authorization; Validity of Agreement; Necessary Action. Parent has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Parent of this Agreement and the consummation by Parent of the transactions contemplated hereby have been duly and validly authorized by the Parent Board, and no other corporate action or proceedings on the part of Parent are necessary to authorize the execution and delivery by Parent of this Agreement, and the consummation by Parent of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholder, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) No Conflicts. The execution and delivery of this Agreement by Parent do not, and the performance of the terms of this Agreement by Parent will not, (a) require the consent or approval of any other Person pursuant to any agreement, obligation or instrument binding on Parent, (b) except as may otherwise be required by federal securities Laws, conflict with or violate any Law applicable to Parent or (c) violate any other material agreement to which Parent is a party.

4. Further Assurances. From time to time, at any other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further lawful action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

5. Termination. This Agreement, and the irrevocable proxy set forth in Section 1(b), shall automatically terminate, and no party shall have any rights or obligations hereunder and this Agreement shall become null and void and have no further force or effect with no liability on the part of any party hereto upon the earliest to occur of (a) the Effective Time, (b) a valid termination of the Merger Agreement in accordance with its terms, and (c) a Parent Adverse Recommendation Change or a Company Adverse Recommendation Change, and (any such date shall be referred to herein as the "Termination Date"). Nothing in this Section 5 shall relieve any party of liability for breach of this Agreement prior to the termination of this Agreement pursuant to its terms.

6. Costs and Expenses. All costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such expenses.

7. Amendment and Modification; No Waiver. This Agreement may be amended, modified and supplemented in any and all respects only by written agreement executed and delivered by each of the respective parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against whom the enforcement of such waiver, discharge or termination is sought, except that this Agreement may be terminated as set forth in Section 5. The failure of either party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with its obligations under this Agreement, shall not constitute a waiver of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

8. Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained); (b) on the fifth (5th) Business Day after dispatch by registered or certified mail (return receipt requested and first-class postage prepaid); or (c) on the next Business Day if transmitted by national overnight courier (with proof of service), in each case as follows:

(a) if to Parent or Merger Sub, to:

CollabRx, Inc.
44 Montgomery Street, Ste. 800
San Francisco, CA 94104
Attn: Thomas R. Mika
Fax: (415) 248-5350

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

Goodwin Procter LLP
135 Commonwealth Drive
Menlo Park, CA 94025
Attn: William Davisson
Fax: (650) 752-3114

(b) if to the Stockholder, to the address set forth on the signature page hereto;

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

Medytox Solutions, Inc.
400 South Australian Avenue, Ste. 800
West Palm Beach, FL 33401
Attn: Seamus Lagan
Fax: (561) 855-1620

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

Akerman LLP
One Southeast Third Avenue, 25th Fl.
Miami, FL 33131
Attn: J. Thomas Cookson
Fax: (305) 374-5095

9. Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation".

10. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by e-mail of a pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

11. Entire Agreement; No Third Party Beneficiaries. This Agreement (together with the Schedules hereto and the Merger Agreement, the Parent Support Agreements, the other Company Support Agreements, the Post-Merger Stockholders Agreement and the Confidentiality Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder. This Agreement is intended to create a contractual relationship between the Stockholder and Parent and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between any of the parties hereto. Without limiting the generality of the foregoing, none of the Stockholder or Parent, by entering into this Agreement, intends to form a "group" for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable Law with each other or any other stockholder of the Company.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

13. Specific Performance; Remedies Cumulative.

(a) Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to seek the remedy of specific performance of the terms hereof, in addition to any other remedy at law or equity.

(b) Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

14. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of New York without giving effect to the principles of conflicts of law thereof.

15. Assignment. Except as set forth in Section 1(c), neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16. Consent to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by the other party or its successors or assigns may be brought and determined exclusively in any federal or state court located in the State and County of New York (the "Applicable Courts"), and each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the Applicable Courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the Applicable Courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof, (a) any claim that it is not personally subject to the jurisdiction of the Applicable Courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such Applicable Court or from any legal process commenced in such Applicable Court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, that (i) the action in any such Applicable Court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such Applicable Courts. Each Party irrevocably consents to service of process in the manner provided for notices in Section 8; provided that nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by Law.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. Negotiated Terms. The provisions of this Agreement are the result of negotiations between the parties. Accordingly, this Agreement shall not be construed in favor of or against any party by reason of the extent to which the party or any of his or its professional advisors participated in its preparation.

19. Action in Stockholder Capacity Only. The parties acknowledge and agree that this Agreement is entered into by the Stockholder solely in its, his or her capacity as the record and/or beneficial owner of such Stockholder's Shares and nothing in this Agreement shall restrict or limit in any respect any action taken by such Stockholder in its, his or her capacity as a director or officer of the Company. The taking of any action (or failure to act) by the Stockholder in its, his or her capacity as an officer or director of the Company will in no event be deemed to constitute a breach of this Agreement.

20. Documentation and Information. The Stockholder (i) consents to and authorizes the publication and disclosure by Parent and the Company of such Stockholder's identity and holdings of the Shares, and the nature of such Stockholder's commitments, arrangements and understandings under this Agreement, in any disclosure document required by Law, rule or regulation in connection with the Merger or any other transaction contemplated by the Merger Agreement (and, with respect to any other press release or similar announcement, authorizes publication and disclosure of such information if the Stockholder has given prior consent to such press release or other announcement) and (ii) agrees as promptly as practicable to give to Parent and the Company any information reasonably related to the foregoing as either may reasonably require for the preparation of any such disclosure documents. As promptly as practicable, the Stockholder shall notify Parent and the Company of any required corrections with respect to any written information supplied by such Stockholder specifically for use in any such disclosure document, if and to the extent such Stockholder becomes aware that any have become false or misleading in any material respect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, Parent and the Stockholder have caused this Agreement to be signed as of the date first written above.

COLLABRX, INC.

By: _____
Name: Thomas R. Mika
Title: President and Chief Executive Officer

STOCKHOLDER

By: _____
Name:
Title:

Address for Notice:

_____
_____
_____

SCHEDULE A

Stockholder	Existing Shares

Exhibit 10.3

Execution Version

STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (this "Agreement"), dated as of April 15, 2015, is by and among (i) CollabRx, Inc., a Delaware corporation (the "Company"), (ii) Thomas R. Mika (the "Continuing Stockholder") and (iii) each of the other Persons whose name appears on the signature pages hereto (each, a "New Stockholder" and, collectively, the "New Stockholders").

RECITALS

WHEREAS, the Company, CollabRx Merger Sub, Inc., a Nevada corporation and a direct wholly owned subsidiary of the Company ("Merger Sub"), and Medytox Solutions, Inc., a Nevada corporation ("Medytox"), are all of the parties to the Agreement and Plan of Merger, dated as of even date herewith (as the same may be amended from time to time in accordance with the terms thereof, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will be merged with and into Medytox (the "Merger"), with Medytox continuing as the surviving company and a direct wholly owned subsidiary of the Company, on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, pursuant to and subject to the terms and conditions of the Merger Agreement, each share of outstanding capital stock of Medytox (except the Company Preferred Stock), par value $0.0001 per share, shall be converted in the Merger into the right to receive shares of common stock, par value $0.01 per share, of the Company (the "Company Common Stock");

WHEREAS, pursuant to and subject to the terms and conditions of the Merger Agreement, upon consummation of the Merger and following the grant of the Post-Closing Parent Options, the Continuing Stockholder is expected to continue to Beneficially Own shares of Company Common Stock and/or options to purchase Company Common Stock;

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, , each of the parties to the Merger Agreement has requested that the Continuing Stockholder and the New Stockholders enter into this Agreement with the Company; and

WHEREAS, the Company, the Continuing Stockholder and the New Stockholders hereto wish to set forth in this Agreement certain terms and conditions regarding the Continuing Stockholder's ongoing rights relating to the governance of the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties agree as follows:

ARTICLE I
GOVERNANCE

1.1 Size of the Board of Directors at the Closing. On or prior to the Closing Date, the Company's board of directors (the "Board") shall take all action necessary and appropriate (including by amending the bylaws of the Company, if necessary) to cause the number of directors on the Board to consist of seven (7) members as of the Closing Date.

1.2 Continuing Composition of the Board of Directors.

(a) Following the Closing, subject to the other provisions of this Section 1.2 and Section 1.3, at each annual or special meeting of the stockholders of the Company at which directors are to be elected to the Board, the Company will nominate and use its commercially reasonable efforts (which shall, subject to Applicable Law, include the inclusion, in any proxy statement prepared, used, delivered or publicly filed by the Company to solicit the vote of its stockholders in connection with any such meeting, the recommendation of the Board that stockholders of the Company vote in favor of the slate of directors, including the Continuing Stockholder Designees) to cause the stockholders of the Company to elect to the Board a slate of directors which includes, prior to a Continuing Stockholder Rights Termination Event, the Continuing Stockholder Designees.

(b) Upon reasonable prior written notice by the Company, the Continuing Stockholder shall notify the Company of the identity of the proposed Continuing Stockholder Designees in writing, by the time such information is reasonably requested by the Board or the Corporate Governance Committee for inclusion in a proxy statement for a meeting of stockholders of the Company (which time shall be concurrent with the request for such information from and otherwise consistent with the request for such information from the other nominees), together with all information about the proposed Continuing Stockholder Designees as shall be reasonably requested by the Board or the Corporate Governance Committee and of the type of information requested by the Board or the Corporate Governance Committee of any other person nominated for election to the Board (including, at a minimum, any information regarding the proposed Continuing Stockholder Designees to the extent required by applicable securities laws or for any other person nominated for election to the Board).

(c) Subject to Section 1.2(b) and Section 1.3, so long as no Continuing Stockholder Rights Termination Event has occurred, in the event of the death, disability, removal or resignation of any Continuing Stockholder Director, the Board will promptly appoint as a replacement Continuing Stockholder Director, a new Continuing Stockholder Designee designated by the Continuing Stockholder to fill the resulting vacancy, and such individual(s) shall then be deemed a Continuing Stockholder Director for all purposes hereunder; provided, that, for the avoidance of doubt and notwithstanding anything to the contrary contained herein, without limiting the rights of the Continuing Stockholder under this Section 1.2 with respect to subsequent annual or special meetings of the stockholders of the Company at which directors are to be elected to the Board, neither the Company nor the Board shall be under any obligation to appoint any Continuing Stockholder Designee to the Board in the event of the failure of a Continuing Stockholder Designee to be elected to the Board at any annual or special meeting of the stockholders of the Company at which such Continuing Stockholder Designees stood for election but was nevertheless not elected. So long as no Continuing Stockholder Rights Termination Event has occurred, the Board shall not seek the removal of any Continuing Stockholder Director without the prior written consent of the Continuing Stockholder, unless such Continuing Stockholder Director is no longer eligible for designation as a member of the Board pursuant to Section 1.3; in which case the Board shall appoint as a replacement Continuing Stockholder Director a new Continuing Stockholder Designee designated by the Continuing Stockholder.

(d) The Company will at all times provide each Continuing Stockholder Director (in his or her capacity as a member of the Board) with the same rights to indemnification and exculpation that it provides to the other members of the Board (in either case, if any).

1.3 Objection to Continuing Stockholder Designees.

Notwithstanding the provisions of this Article I, the Continuing Stockholder will not be entitled to designate any Continuing Stockholder Designees to the Board pursuant to this Article I in the event that the Board reasonably determines that (a) the election of such Continuing Stockholder Designee to the Board would cause the Company to not be in compliance with Applicable Law or (b) such Continuing Stockholder Designee has been involved in any of the events enumerated in Item 2(d) or (e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Securities Act or is subject to any order, decree or judgment of any Governmental Authority prohibiting service as a director of any public company or (c) such Continuing Stockholder Designee is not reasonably acceptable to the Board or Corporate Governance Committee. In any such case described in clause (a), (b) or (c) of the immediately preceding sentence, the Continuing Stockholder will withdraw the designation of such proposed Continuing Stockholder Designee and, so long as no Continuing Stockholder Rights Termination Event has occurred, be permitted to designate a replacement(s) therefor (which replacement Continuing Stockholder Designee will also be subject to the requirements of this Section 1.3).

1.4 No Adverse Action; Voting Agreement.

(a) Until the occurrence of any Continuing Stockholder Rights Termination Event, without the prior written consent of the Continuing Stockholder, except as required by Applicable Law, the Company shall not take any action to cause the amendment of its charter or bylaws or corporate governance policies such that any of the Continuing Stockholder's rights under this Article I would not be given full effect; provided, that, for the avoidance of doubt, the foregoing shall not prohibit any increase or decrease in the size of the Board to the extent such increase or decrease does not affect the Continuing Stockholder's rights to designate the Continuing Stockholder Designees to the Board.

(b) Until the Continuing Stockholder either no longer has any rights under this Article I to designate any Continuing Stockholder Designees to serve on the Board or has irrevocably waived any such rights, each New Stockholder agrees to cause each Voting Security Beneficially Owned by it to be voted in person or by proxy (returned sufficiently in advance of the deadline for proxy voting for the Company to have the reasonable opportunity to verify receipt) mailed to the stockholders of the Company in connection with the solicitation of any proxy (including, if applicable, through the execution of one or more written consents if stockholders of the Company are requested to vote through the execution of an action by written consent in lieu of any such annual or special meeting of stockholders of the Company) in favor of the Continuing Stockholder Designees nominated to serve as directors of the Company by the Board or the Corporate Governance Committee. Subject to Sections 1.5 and 4.1, for as long as Voting Securities are Beneficially Owned by any New Stockholder's Controlled Affiliates or (in the case of any New Stockholder that is an individual) Immediate Family Members, such New Stockholder shall use its commercially reasonable efforts to cause the applicable Controlled Affiliate or (if applicable) Immediate Family Member to vote such Voting Securities (in person or by proxy) in the same manner as such New Stockholder would have been required to vote such same shares under this Section 1.4. For avoidance of doubt, none of the terms of this Agreement shall restrict or otherwise limit the right of any New Stockholder to Transfer any shares of Voting Securities or other capital stock of the Company or any interest therein, in all events free and clear of any and all obligations or other requirements under this Agreement (except in the cases of Transfers to Controlled Affiliates or (in the case of any New Stockholder that is an individual) Immediate Family Members to the extent provided under this Section 1.4).

1.5 Termination of Rights. Immediately upon the occurrence of any Continuing Stockholder Rights Termination Event, all obligations of the Company and each New Stockholder with respect to the Continuing Stockholder and any Continuing Stockholder Director or Continuing Stockholder Designees pursuant to this Article I shall forever terminate and, unless otherwise consented to by a majority of the members of the Board (excluding the Continuing Stockholder Directors), the Continuing Stockholder shall cause the Continuing Stockholder Directors to immediately resign from the Board.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Continuing Stockholder. The Continuing Stockholder hereby represents and warrants to the Company as follows:

(a) The Continuing Stockholder has all requisite power and authority to execute and deliver this Agreement, to perform his obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery by the Continuing Stockholder of this Agreement, the performance by him of his obligations hereunder and the consummation by him of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of the Continuing Stockholder and no other actions or proceedings on his part are necessary to authorize the execution and delivery by him of this Agreement, the performance by him of his obligations hereunder or the consummation by him of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Continuing Stockholder and, assuming this Agreement constitutes a valid and binding obligation of the other parties hereto, constitutes a legal, valid and binding agreement of the Continuing Stockholder enforceable against him in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

(b) The execution, delivery and performance of this Agreement by the Continuing Stockholder do not and will not (i) contravene or conflict with, or result in any violation or breach of, any Applicable Laws applicable to the Continuing Stockholder or by which any of his assets or properties is bound or (ii) result in any violation, termination, cancellation or breach of, or constitute a default (with or without notice or lapse of time or both) under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Continuing Stockholder is a party or by which he or any of his assets or properties is bound, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay the ability of the Continuing Stockholder to perform his obligations hereunder.

(c) The execution and delivery of this Agreement by the Continuing Stockholder does not, and the performance by the Continuing Stockholder of his obligations under this Agreement and the consummation by him of the transactions contemplated by this Agreement will not, require the Continuing Stockholder to obtain any consent, approval, authorization or permit of, or make any filing with or notification to, any Governmental Authority or any other Person, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay the ability of the Continuing Stockholder to perform his obligations hereunder.

2.2 Representations and Warranties of the New Stockholders. Each New Stockholder hereby represents and warrants to the Company as follows with respect to itself solely:

(a) If not a natural person, it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. It has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery by it of this Agreement, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on its part and no other actions or proceedings on its part are necessary to authorize the execution and delivery by it of this Agreement, the performance by it of its obligations hereunder or the consummation by it of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by it and, assuming this Agreement constitutes a valid and binding obligation of the other parties hereto, constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

(b) The execution, delivery and performance of this Agreement by it do not and will not (i) if such New Stockholder is not a natural person, contravene or conflict with, or result in any violation or breach of, any provision of its Organizational Documents, (ii) contravene or conflict with, or result in any violation or breach of, any Applicable Laws applicable to it or by which any of its assets or properties is bound or (iii) result in any violation, termination, cancellation or breach of, or constitute a default (with or without notice or lapse of time or both) under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which it is a party or by which it or any of its assets or properties is bound, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay its ability to perform its obligations hereunder.

(c) The execution and delivery of this Agreement by it does not, and the performance by such New Stockholder of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement will not, require it to obtain any consent, approval, authorization or permit of, or make any filing with or notification to, any Governmental Authority or any other Person, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay its ability to perform its obligations hereunder.

2.3 Representations and Warranties of the Company. The Company hereby represents and warrants to the Continuing Stockholder and each New Stockholder as follows:

(a) The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery by the Company of this Agreement, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated by this Agreement have been duly and validly authorized by the Company and no other actions or proceedings on the part of the Company are necessary to authorize the execution and delivery by it of this Agreement, the performance by it of its obligations hereunder or the consummation by it of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Company and, assuming this Agreement constitutes a valid and binding obligation of the other parties hereto, constitutes a legal, valid and binding agreement of the Company enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

(b) The execution, delivery and performance of this Agreement by the Company do not and will not (i) contravene or conflict with, or result in any violation or breach of, any provision of the Organizational Documents of the Company, (ii) contravene or conflict with, or result in any violation or breach of, any Applicable Laws applicable to the Company or by which any of its assets or properties is bound or (iii) result in any violation, termination, cancellation or breach of, or constitute a default (with or without notice or lapse of time or both) under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which it or any of its assets or properties is bound, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay the ability of the Company to perform its obligations hereunder.

(c) The execution and delivery of this Agreement by the Company does not, and the performance by the Company of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement will not, require the Company to obtain any consent, approval, authorization or permit of, or make any filing with or notification to, any Governmental Authority or any other Person, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to prevent, impair or delay the ability of the Company to perform its obligations hereunder.

ARTICLE III
DEFINITIONS

3.1 Defined Terms. The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

"Affiliate" means, with respect to any Person, an "affiliate" as defined in Rule 405 promulgated under the Securities Act.

"Applicable Law" means, with respect to any Person, any foreign, federal, state or local statute, law (including common law), ordinance, rule, regulation, regulatory guideline having the force of law, order, writ, injunction, judgment or decree applicable to such Person, its assets, properties, operations or business.

"Beneficial Owner" or "Beneficially Own" has the meaning assigned to such term in Rule 13d-3 promulgated under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance).

"Business Day" means a day on which banks are generally open for normal business in New York, New York, which day is not a Saturday or a Sunday.

"Continuing Stockholder Designees" means, subject to Section 1.3, two (2) individuals designated in writing by the Continuing Stockholder for election or appointment to the Board, one of whom shall be a senior executive employed on a full time basis by the Company and one of whom shall have no employment or other direct or indirect service relationship with the Company or any of its Affiliates whatsoever and shall otherwise satisfy the criteria for an "independent director" under the rules of NASDAQ and any other exchange on which shares of Company Common Stock are listed.

"Continuing Stockholder Director" means the Continuing Stockholder Designees who have been elected to the Board.

"Continuing Stockholder Rights Termination Event" shall be deemed to occur on the earliest of (a) the end of any Business Day following the Closing Date on which the number of shares of Company Common Stock outstanding and/or underlying derivative securities (including options) exercisable or convertible into Company Common Stock that is Beneficially Owned by the Continuing Stockholder and the Continuing Stockholder's Controlled Affiliates and Immediate Family Members in the aggregate for any reason represents less than the Minimum Equity Percentage, (b) the first (1st) anniversary of the date of this Agreement and (c) the date of termination of the Continuing Stockholder's employment relationship with the Company or any Subsidiary for any reason.

"Control" means the possession, directly or indirectly, of the sole power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Controlled Affiliate" means any Affiliate of the specified Person that is, directly or indirectly, Controlled by the specified Person.

"Corporate Governance Committee" means the Corporate Governance Committee or the Nominating Committee of the Company, as applicable, or any successor committee in respect of the foregoing.

"Encumbrance" means any charge, pledge, option, mortgage, deed of trust, hypothecation, security interest, lien, claim, license, encroachment, easement or defect or imperfection of title, or any right of first refusal or other restriction on use, voting or transfer, or any other similar limitation, restriction or encumbrance.

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

"Governmental Authority" means any federal, national, state, local, cantonal, municipal, international or multinational government or political subdivision thereof, governmental department, commission, board, bureau, agency, taxing or regulatory authority, instrumentality or judicial or administrative body, or arbitrator or self-regulatory organization, having jurisdiction over the matter or matters in question.

"Immediate Family Member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural Person referred to herein.

"Minimum Equity Percentage" means such percentage of the outstanding shares of Company Common Stock on a Fully Diluted Basis represented by 75% of the number of shares of Company Common Stock and/or derivative securities (including options) exercisable or convertible therefor granted to the Continuing Stockholder out of the Post-Closing Parent Stock Options, calculated at the time the Post-Closing Parent Stock Options are granted.

"Organizational Documents" means any charter, certificate of incorporation, articles of association, bylaws, operating agreement or similar formation or governing documents and instruments.

"Person" means any individual, corporation, company, partnership (limited or general), joint venture, limited liability company, association, trust or other entity.

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

"Total Voting Power" means, as of any date of determination, the total number of votes that may be cast in the election of directors of the Company if all Voting Securities then outstanding were present and voted at a meeting held for such purpose. The percentage of the Total Voting Power Beneficially Owned by any Person as of any date of determination is the percentage of the Total Voting Power of the Company that is represented by the total number of votes that may be cast in the election of directors of the Company by Voting Securities then Beneficially Owned by such Person.

"Transfer" means (a) any direct or indirect offer, sale, lease, assignment, Encumbrance, pledge, hypothecation, disposition or other transfer (by operation of law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of law or otherwise), of any capital stock or interest in any capital stock or (b) in respect of any capital stock or interest in any capital stock, to enter into any swap or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such capital stock or interest in capital stock, whether any such swap, agreement, transaction or series of transaction is to be settled by delivery of securities, in cash or otherwise.

"Voting Securities" means shares of Company Common Stock and any other securities of the Company entitled to vote generally in the election of directors of the Company.

ARTICLE IV
MISCELLANEOUS

4.1 Term. This Agreement will be effective as of and contingent upon the Effective Time. This Agreement shall automatically and irrevocably terminate upon (i) the termination of the Merger Agreement for any reason or (ii) the date that the New Stockholders, collectively with their respective Controlled Affiliates and (in the case of any New Stockholders that are individuals) Immediate Family Members, in the aggregate, Beneficially Own less than twenty five percent (25%) of the Total Voting Power for any reason.

4.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if they are: (a) delivered in person, (b) transmitted by facsimile (deemed given upon confirmation of receipt), (c) delivered by an express courier (deemed given upon receipt of proof of delivery) or (d) delivered by e-mail to a party at its e-mail address listed below (deemed given upon confirmation of receipt by non-automated reply e-mail from the recipient) (or to such other person or at such other facsimile or address as such party shall deliver to the other party by like notice):

To the Company:

CollabRx, Inc.
44 Montgomery Street, Ste. 800
San Francisco, CA 94104
Attn: Seamus Lagan
Fax: (561) 855-1620
Email: tmika@collabrx.com

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

Akerman LLP
One Southeast Third Avenue, 25th Fl.
Miami, FL 33131
Attn: J. Thomas Cookson
Fax: (305) 374-5095
Email: tom.cookson@akerman.com

To the Continuing Stockholder:

Thomas R. Mika
44 Montgomery Street, Ste. 800
San Francisco, CA 94104
Email: tmika@collabrx.com

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

Goodwin Procter LLP
135 Commonwealth Drive
Menlo Park, CA 94025
Attn: William Davisson
Fax: (650) 853-1038
Email: wdavisson@goodwinprocter.com

or to any New Stockholder to the address set forth under such New Stockholder's signature on the signature pages hereto.

4.3 Amendments and Waivers. This Agreement may not be amended, altered or modified except by written instrument executed by (i) the Company, (ii) the Continuing Stockholder and (ii) the New Stockholders Beneficially Owning a majority of the Total Voting Power then Beneficially Owned by all New Stockholders. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

4.4 Successors and Assigns. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, it being understood that it is the intention of the parties hereto that the rights afforded to the Continuing Stockholder are personal to such Person and are not transferable except as expressly provided herein. Subject to the preceding sentence and Section 1.4(b), this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 4.4 shall be void.

4.5 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

4.6 Counterparts. This Agreement may be executed in any number of counterparts (delivery of which may occur via facsimile or e-mail), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

4.7 Entire Agreement. This Agreement (together with the Merger Agreement, the Company Support Agreements, the Parent Support Agreements and the Confidentiality Agreement) constitutes the entire understanding of the parties hereto with respect to the transactions contemplated hereby and the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement.

4.8 Governing Law; Consent to Jurisdiction.

(a) This Agreement shall be governed and construed in accordance with the Laws of the State of New York without giving effect to the principles of conflicts of law thereof.

(b) Each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in any federal or state court located in the State and County of New York (the "Applicable Courts"), and each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the Applicable Courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the Applicable Courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof, (a) any claim that it is not personally subject to the jurisdiction of the Applicable Courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such Applicable Court or from any legal process commenced in such Applicable Court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, that (i) the action in any such Applicable Court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such Applicable Courts. Each Party irrevocably consents to service of process in the manner provided for notices in Section 4.2; provided that nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by Applicable Law.

4.9 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING (IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 4.9 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT, AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.9 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE ANY OF THE WAIVERS CONTAINED IN THIS SECTION 4.9, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, AND (C) IT MAKES SUCH WAIVERS VOLUNTARILY.

4.10 Specific Performance. The parties' rights in this Section 4.10 are an integral part of the transactions contemplated by this Agreement and each party hereby waives any objections to any remedy referred to in this Section 4.10. For the avoidance of doubt, the parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached, and that money damages would not be an adequate remedy, even if available. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof, and to any further equitable relief, this being in addition to any other remedy to which they are entitled at law or in equity. In the event any party seeks any remedy referred to in this Section 4.10, such party shall not be required to obtain, furnish, post or provide any bond or other security in connection with or as a condition to obtaining any such remedy.

4.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

COLLABRX, INC.

By: /s/ Thomas R. Mika
Name: Thomas R. Mika
Title: President and Chief Executive Officer

CONTINUING STOCKHOLDER:

/s/ Thomas R. Mika
Name: Thomas R. Mika

NEW STOCKHOLDERS:

/s/ Sharon Hollis
Sharon Hollis

/s/ Francisco Roca III
Francisco Roca III

/s/ Steve Sramowicz
Steve Sramowicz

/s/ Tom Mendolia
Tom Mendolia

/s/ Jace Simmons
Jace Simmons

/s/ William Forhan
William Forhan

Signature page to Stockholders Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

NEW STOCKHOLDERS:

Alcimede, LLC

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Authorized Signatory

Epizon, Ltd.

By: /s/ Wilhelm Toothe
Name: Wilhelm Toothe
Title: Authorized Signatory

Aella, Ltd.

By: /s/ Wilhelm Toothe
Name: Wilhelm Toothe
Title: Authorized Signatory

Signature page to Stockholders Agreement

Exhibit 10.4

AGREEMENT

AGREEMENT, dated as of April 15, 2015 (this "Agreement"), among CollabRx, Inc., a Delaware corporation (the "Company"), Thomas R. Mika (the "Employee"), and Medytox Solutions, Inc., a Nevada corporation ("Medytox").

WHEREAS, the Company and the Employee are parties to an Employment Agreement, dated as of February 12, 2013 (the "Employment Agreement");

WHEREAS, the Company, CollabRx Merger Sub, Inc., a Nevada corporation ("Merger Sub"), and Medytox are parties to the Agreement and Plan of Merger, dated as of April 15, 2015, as it may be amended in accordance with its terms (the "Merger Agreement");

WHEREAS, the Merger Agreement provides, subject to the terms and conditions thereof, for the merger (the "Merger") of Merger Sub with and into Medytox, with Medytox being the surviving corporation;

WHEREAS, the Merger Agreement further provides that, prior to the effectiveness of the Merger, the Company shall form a Delaware subsidiary ("New Sub") and that the Company shall thereupon effect the Asset Contribution (as defined in the Merger Agreement);

WHEREAS, the parties contemplate that immediately prior to the effectiveness of the Merger, the Employee and the Company shall terminate the Employment Agreement and the Employee, the Company and New Sub shall enter into a new employment agreement in the form of Exhibit A attached hereto (the "New Employment Agreement'); and

WHEREAS, the termination of the Employment Agreement and the entering into of the New Employment Agreement are conditions to the consummation of the Merger.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment Agreement. The parties hereto agree that none of the Merger Agreement, the consummation of the Merger pursuant to the Merger Agreement or any of the transactions contemplated by the Merger Agreement shall constitute a Change of Control (as defined in the Employment Agreement) or constitute or give rise to Good Reason (as defined in the Employment Agreement) for the Employee to resign from or otherwise terminate his employment relationship with the Company prior to the Effective Time (as defined in the Merger Agreement). Concurrently with the execution and effectiveness of the New Employment Agreement, which shall occur concurrently with and contingent upon the Effective Time of the Merger, the Employment Agreement shall automatically terminate and the Employee's resignation from all of his officer positions with the Company shall automatically become effective. For purposes of the Employment Agreement, the termination shall be treated as a termination by the Employee without Good Reason pursuant to Section 8(f) of the Employment Agreement. The parties agree that there shall be no acceleration of vesting with respect to any equity awards in connection with the Merger to the extent that such acceleration of vesting would result in the Employee being subject to an excise tax imposed under Section 4999 of the Code (as defined in the Merger Agreement). Notwithstanding anything herein to the contrary, the parties hereto agree that the Employment Agreement shall remain in full force and effect in the event the Merger is not consummated pursuant to the Merger Agreement.

2. Representations and Warranties. Each party represents and warrants to the other parties that (i) this Agreement has been duly authorized, executed and delivered by such party and (ii) this Agreement constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, subject to the Bankruptcy and Equity Exceptions (as defined in the Merger Agreement).

3. Further Assurances. From time to time, at any other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

4. Termination. This Agreement shall terminate upon the earlier to occur of (a) a valid termination of the Merger Agreement in accordance with its terms or (b) a Parent Adverse Recommendation Change or a Company Adverse Recommendation Change (as such terms are defined in the Merger Agreement). Nothing in this Section 4 shall relieve any party of liability for breach of this Agreement prior to the termination of this Agreement pursuant to its terms.

5. Amendment and Modification; No Waiver. This Agreement may be amended, modified and supplemented in any aspect only by a written agreement executed and delivered by all parties hereto. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against which or whom the enforcement of such waiver, discharge or termination is sought except for a termination as provided in Section 4. The failure of any party to exercise any right, power or remedy provided under this Agreement, or to insist upon compliance by any other party with its obligations under this Agreement, shall not constitute a waiver of such party's right to exercise any such right, power or remedy or to demand such compliance.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transaction or by email of a pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Specific Performance.

(a) The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to seek the remedy of specific performance of the terms hereof, without the requirement of posting or furnishing any bond or similar instrument, in addition to any other remedy at law or equity.

(b) All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof. Each of Section of 9.9 and Section 9.11 of the Merger Agreement is hereby incorporated by reference as if fully set forth herein and shall be binding on the parties hereto and that references to "this Agreement" contained therein shall apply to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COLLABRX, INC.

By: /s/ Thomas R. Mika

/s/ Thomas R. Mika
Thomas R. Mika

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Seamus Lagan, CEO

Signature Page to the Agreement re Employment Agreement Termination

Exhibit 10.5

AGREEMENT

AGREEMENT, dated as of April 15, 2015 (this "Agreement"), among CollabRx, Inc., a Delaware corporation (the "Company"), Clifford Baron (the "Employee"), and Medytox Solutions, Inc., a Nevada corporation ("Medytox").

WHEREAS, the Company and the Employee are parties to an Employment Agreement, dated as of March 5, 2014 (the "Employment Agreement");

WHEREAS, the Company, CollabRx Merger Sub, Inc., a Nevada corporation ("Merger Sub"), and Medytox are parties to the Agreement and Plan of Merger, dated as of April 15, 2015, as it may be amended in accordance with its terms (the "Merger Agreement");

WHEREAS, the Merger Agreement provides, subject to the terms and conditions thereof, for the merger (the "Merger") of Merger Sub with and into Medytox, with Medytox being the surviving corporation;

WHEREAS, the Merger Agreement further provides that, prior to the effectiveness of the Merger, the Company shall form a Delaware subsidiary ("New Sub") and that the Company shall thereupon effect the Asset Contribution (as defined in the Merger Agreement);

WHEREAS, the parties contemplate that immediately prior to the effectiveness of the Merger, the Employee and the Company shall terminate the Employment Agreement and the Employee, the Company and New Sub shall enter into a new employment agreement in the form of Exhibit A attached hereto (the "New Employment Agreement"); and

WHEREAS, the termination of the Employment Agreement and the entering into of the New Employment Agreement are conditions to the consummation of the Merger.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Signature Page to the Agreement re Employment Agreement Termination

1. Employment Agreement. The parties hereto agree that none of the Merger Agreement, the consummation of the Merger pursuant to the Merger Agreement or any of the transactions contemplated by the Merger Agreement shall constitute a Change of Control (as defined in the Employment Agreement) or constitute or give rise to Good Reason (as defined in the Employment Agreement) for the Employee to resign from or otherwise terminate his employment relationship with the Company prior to the Effective Time (as defined in the Merger Agreement). Concurrently with the execution and effectiveness of the New Employment Agreement, which shall occur concurrently with and contingent upon the Effective Time of the Merger, the Employment Agreement shall automatically terminate and the Employee's resignation from all of his officer positions with the Company shall automatically become effective. For purposes of the Employment Agreement, the termination shall be treated as a termination by the Employee without Good Reason pursuant to Section 8(f) of the Employment Agreement. The parties agree that there shall be no acceleration of vesting with respect to any equity awards in connection with the Merger to the extent that such acceleration of vesting would result in the Employee being subject to an excise tax imposed under Section 4999 of the Code (as defined in the Merger Agreement). Notwithstanding anything herein to the contrary, the parties hereto agree that the Employment Agreement shall remain in full force and effect in the event the Merger is not consummated pursuant to the Merger Agreement.

2. Representations and Warranties. Each party represents and warrants to the other parties that (i) this Agreement has been duly authorized, executed and delivered by such party and (ii) this Agreement constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, subject to the Bankruptcy and Equity Exceptions (as defined in the Merger Agreement).

3. Further Assurances. From time to time, at any other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

4. Termination. This Agreement shall terminate upon the earlier to occur of (a) a valid termination of the Merger Agreement in accordance with its terms or (b) a Parent Adverse Recommendation Change or a Company Adverse Recommendation Change (as such terms are defined in the Merger Agreement). Nothing in this Section 4 shall relieve any party of liability for breach of this Agreement prior to the termination of this Agreement pursuant to its terms.

5. Amendment and Modification; No Waiver. This Agreement may be amended, modified and supplemented in any aspect only by a written agreement executed and delivered by all parties hereto. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against which or whom the enforcement of such waiver, discharge or termination is sought except for a termination as provided in Section 4. The failure of any party to exercise any right, power or remedy provided under this Agreement, or to insist upon compliance by any other party with its obligations under this Agreement, shall not constitute a waiver of such party's right to exercise any such right, power or remedy or to demand such compliance.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transaction or by email of a pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Specific Performance.

(a) The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to seek the remedy of specific performance of the terms hereof, without the requirement of posting or furnishing any bond or similar instrument, in addition to any other remedy at law or equity.

(b) All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof. Each of Section 9.9 and Section 9.11 of the Merger Agreement is hereby incorporated by reference as if fully set forth herein and shall be binding on the parties hereto and that references to "this Agreement" contained therein shall apply to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COLLABRX, INC.

By: /s/ Thomas R. Mika

/s/ Clifford Baron
Clifford Baron

MEDYTOX SOLUTIONS, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: Chief Executive Officer

Signature Page to the Agreement re Employment Agreement Termination

Exhibit 10.6

Exhibit F

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of _____, 2015, is entered into among [New Sub], a Delaware corporation (the "Company"), [_____] (f/k/a CollabRx, Inc.), a Delaware corporation ("Parent"), and Thomas R. Mika ("Employee").

WHEREAS, Employee is the President and Chief Executive Officer of the Company;

WHEREAS, the Company is a wholly owned subsidiary of Parent; and

WHEREAS, the Company desires to employ and retain the services of Employee, and Employee wishes to be employed by the Company, on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the undersigned agree as follows:

1. **Term of Employment**. Subject to the termination provisions hereinafter set forth, the Company will employ Employee, and Employee accepts employment with the Company, for a period of one year from the date of this Agreement (the "Initial Term"). The Initial Term shall be automatically renewed for successive one year periods ("Successive Terms") unless either party gives ninety (90) calendar days written notice of nonrenewal prior to the expiration of the then-current term (the Initial Term and any Successive Term are jointly referred to herein as the "Term"). Notwithstanding the above, or anything else provided herein, Employee shall be an at-will employee, serving at the pleasure and direction of the Board of Directors (as defined below). Accordingly, either party may terminate the employment relationship at any time for any reason, subject, however, to the notice and any payment requirements set forth herein.

2. **Duties**. During the Term, Employee will serve as President and Chief Executive Officer of the Company, reporting to the Parent's Board of Directors (the "Board of Directors"). Employee will discharge such duties and responsibilities as are customary for such position or are prescribed from time to time by Parent. Employee will devote his full time and attention to the affairs of the Company and will not enter the employ of or serve as a consultant to, or in any way perform any services for, with or without compensation, any other person, business or organization without the prior approval of the Board of Directors; provided, however, that the Company and Parent acknowledge and agree to Employee's continued service as a member of the board of directors of NanoVibronix Inc. In no event may any such service be inconsistent with, or prevent Employee from carrying out, his duties under this Agreement, as determined at the sole discretion of the Board of Directors. During the Term, Employee shall serve as a member and the Chairman of the Board of Directors of the Company and Parent, subject to the conditions and requirements set forth in the Company's bylaws and the Parent's bylaw, as applicable.

3. **Maintaining Confidential Information/Property Rights**. Employee agrees to sign and abide by all Company and Parent policies regarding confidential information and ethics including, but not limited to the Confidential & Proprietary Information and Intellectual Property/Property Rights policy, as attached hereto as Exhibit A.

4. **Non-Competition; Non-Solicitation**. During the Term, and for one (1) year following the termination of Employee's employment with the Company for any reason, Employee shall not, directly or indirectly:

(a) own, manage, operate, advise, consult, join, control or participate in the ownership, management, operation or control of, be employed by, perform services for, or be connected in any manner with, any enterprise which is engaged in utilizing an expert-based content aggregate strategy to create and distribute (through web-based or mobile applications or other means) high-value information (including, without limitation, information relating to diagnostic tests, clinical trials, drugs, and other therapies that may be correlated to genetic profiles, individually or by population) to patients, physicians and researchers for the purpose of assisting decision-making or planning therapies to treat diseases in the United States, Europe and Asia; provided, however, that such restriction shall not apply to Employee's ownership of any passive investment representing an interest of less than five percent (5%) of an outstanding class of publicly traded securities; or

(b) recruit, encourage or solicit any person who is an employee or contractor of the Company or any entity affiliated with the Company (each, an "Affiliated Entity") to leave the Company's or Affiliated Entity's employ or service for any reason, or interfere in any material manner with employment or service relationships at the time existing between the Company or Affiliated Entity and the subject employee or contractor (except as may be required in any bona fide termination decision during the Term regarding any Company or Affiliated Entity employee) in order to induce such employee or contractor of the Company or any Affiliated Entity to accept other employment or a consulting agreement with any other person or entity.

Employee acknowledges that the services that he shall provide to the Company under this Agreement are unique and that irreparable harm shall be suffered by the Company in the event of the breach by Employee of any of his obligations under this Section 4, and that the Company shall be entitled, in addition to its other rights and remedies, whether legal or equitable, to enforce such obligations by an injunction or decree of specific performance. If any restriction set forth in this non-competition section is found by a court to be unreasonable, then Employee agrees, and hereby submits, to the reduction and limitation of such prohibition to such area or period as shall be deemed reasonable by such court. In addition, if Employee breaches this Section 4 at any time after the Term, the Company's obligation to continue to make payments to Employee pursuant to Sections 8(a) or (b) shall cease immediately.

5. **Salary and Incentives**.

(a) Salary. During the Term, the Company will pay Employee an annual salary of $310,000 (the "Base Salary"), subject to applicable tax withholding and payable in accordance with the Company's normal payroll practices; provided that Employee's Base Salary may be reduced to the extent that Employee elects to defer any portion thereof under the terms of any deferred compensation or savings plan maintained by the Company. During the Term, the Board of Directors shall review Employee's Base Salary on an annual basis and, in its discretion, may award merit increases of Employee's Base Salary in accordance with Parent policy. Employee's Base Salary may also be reduced during the Term, provided that such reduction must be consistent with across-the-board salary reductions made with respect to similarly situated employees of the Company, Parent and any other controlled subsidiaries of Parent.

(b) Incentive Payments. Employee will be eligible to receive incentive bonus payments from time to time in accordance with any incentive bonus program of the Company or Parent that may then be in effect and will be eligible to receive an annual cash incentive bonus under any such program upon the achievement of targets and other objectives for each fiscal year as may be approved annually on behalf of the Company by the Board of Directors (the "Annual Bonus"). Such a program will be administered on the Company's fiscal year basis. In the event that an incentive payment is earned by Employee under such a program for any fiscal year, such payment shall be made to Employee in a lump sum all-cash amount within sixty (60) days following the date the Company determines the amount (if any) of the Annual Bonus, provided that Employee has remained continuously employed in the Company's service through the date the Company determines the amount of the Annual Bonus.

(c) Expenses. The Company will reimburse Employee for all reasonable travel, entertainment and miscellaneous expenses actually and necessarily incurred in connection with the performance of his duties under this Agreement, provided that Employee's expenses are in accordance with the Company's current practices and that Employee properly accounts for such expenses. Any amounts payable under this Section 5(c) shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of Employee's taxable year following the taxable year in which Employee incurred the expenses. The amounts provided under this Section 5(c) during any taxable year of Employee's will not affect such amounts provided in any other taxable year of Employee's, and Employee's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

6. **Benefits**. Employee will be entitled during the Term to participate in any vacation, health, pension, insurance or other benefit plan that is maintained by the Company or Parent for its (or its subsidiaries') employees and/or executives to the extent and in the manner prescribed by the applicable plan documents.

7. **Long-term Incentives**. Employee will be eligible to receive annual long-term equity incentive awards from time to time in accordance with the terms and conditions of long-term equity incentive compensation plans and programs as in effect from time to time as approved by the Board of Directors. The Board of Directors shall have discretion to determine both the target levels and the actual grants made, and shall have discretion to change from an annual grant program to a multi-year grant program. Any long-term incentive grants shall be subject to the terms and conditions, including any vesting conditions, as determined by the Board of Directors in its sole discretion.

8. **Termination**.

(a) Termination by the Company Without Cause. The Company may terminate Employee's employment under this Agreement without Cause at any time with ninety (90) calendar days' prior written notice. However, in the event of Employee's Separation from Service (as defined in Section 9(a) below) as a result of Employee's termination by the Company without Cause at any time during the Term, then, subject to the provisions of Section 9 below, the Company agrees that it will provide Employee with all accrued compensation, wages and benefits through the effective date of termination and pay and/or provide to Employee the following:

(i) (A) if such termination occurs during the Initial Term, an amount equal to two (2) times Employee's then-prevailing Base Salary, and (B) if such termination occurs after the Initial Term, an amount equal to one (1) times Employee's then-prevailing Base Salary; plus

(ii) if such termination occurs during the Initial Term, $266,667; plus

(iii) (A) if such termination occurs during the Initial Term, twenty-four months of COBRA premiums for Employee, and (B) if such termination occurs after the Initial Term, twelve (12) months of COBRA premiums for Employee, in each case paid for by the Company or Parent (with any such payments to be treated as taxable compensation to the extent necessary to comply with Section 105(h) of the Internal Revenue Code) pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), provided that Employee is eligible for COBRA benefits and timely completes all documentation necessary to receive COBRA benefits; plus

(iv) if Employee holds any outstanding long-term incentive awards (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards with respect to the securities of Parent) that are not fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination, then Parent shall cause all such outstanding and unvested long-term incentive awards to become fully vested and, if applicable, exercisable effective immediately prior to the date of termination, and Employee shall have one hundred and twenty (120) days to exercise any stock options that vest pursuant to this Section. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between Parent and Employee.

The amounts described in paragraphs (i) and (ii) shall be paid in two equal lump sum installments, subject to applicable tax withholding, with the first installment to be made within sixty (60) days following the date of Employee's Separation from Service and the second installment to be made on the first anniversary of Employee's Separation from Service. For purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Employee's right to receive the foregoing installment payments shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, no amount shall be paid pursuant to this Section 8(a) unless, on or prior to the fifty-fifth (55th) day following the date of Employee's Separation from Service, Employee has executed an effective waiver and release of claims agreement (the "Release") in form and substance acceptable to the Company and any applicable revocation period has expired.

(b) Termination by Employee for Good Reason. Employee may voluntarily elect to resign his employment with the Company prior to the end of the Initial Term or any Successive Term for Good Reason (as hereinafter defined). In the event of Employee's Separation from Service for Good Reason at any time during the Initial Term or any Successive Term, then, subject to the provisions of Section 9 below, Employee shall be entitled to receive the payments or benefits set forth in Section 8(a) as if such Separation from Service was as a result of Employee's termination by the Company without Cause during the Initial Term or thereafter (as applicable). "Good Reason" shall mean any of the following that are undertaken without Employee's express written consent: (i) the assignment to Employee of principal duties or responsibilities, or the substantial reduction of Employee's duties and responsibilities, either of which is materially inconsistent with Employee's position as President and Chief Executive Officer of the Company; (ii) a material reduction by the Company in Employee's annual Base Salary, except to the extent the salaries of other executive employees of the Company, Parent and any other controlled subsidiary of Parent are similarly reduced; (iii) Employee's principal place of business is, without his consent, relocated by a distance of more than forty (40) miles from the center of San Francisco; or (iv) any material breach by the Company or Parent of any provision of this Agreement. For avoidance of doubt, any notice of non-renewal provided by the Company to Employee pursuant to Section 1 of this Agreement shall not constitute or give rise to Good Reason under this Section 8(b).

Employee must provide written notice to the Company of the occurrence of any of the foregoing events or conditions without Employee's written consent within ninety (90) days of the occurrence of such event. The Company or any surviving entity shall have a period of thirty (30) days to cure such event or condition after receipt of written notice of such event from Employee. Any Separation from Service by reason of Employee's resignation for Good Reason following such thirty (30) day cure period must occur no later than the date that is six (6) months following the initial occurrence of one of the foregoing events or conditions without Employee's written consent. Employee's Separation from Service by reason of his resignation for Good Reason shall be treated as involuntary. For avoidance of doubt, in the event Employee provides the foregoing notice to the Company prior to the expiration of the Initial Term but the ensuing cure period of the Company expires following the end of the Initial Term and during any Successive Term and (the applicable event or condition constituting or giving rise to Good Reason having not been cured by the Company during the applicable cure period) Employee subsequently resigns for Good Reason pursuant to this Section 8(b), such resignation shall be treated for all purposes of this Section 8(b) as having occurred during the Initial Term.

(c) Termination by the Company for Cause. Subject to the forty-five (45) day cure period, if applicable, set forth below in this Section 8(c), the Company may immediately terminate Employee's employment at any time for Cause by giving written notice to Employee specifying in reasonable detail the reason for such termination. Upon any such termination for Cause, Employee shall be entitled to payment of all accrued and unpaid compensation and wages, but Employee shall have no right to compensation or benefits for any period subsequent to the effective date of termination. For the purposes of this Agreement, "Cause" shall mean: Employee willfully engages in an act or omission which is in bad faith and to the detriment of the Company, engages in misconduct, gross negligence, or willful malfeasance, in each case that causes material harm to the Company, breaches this Agreement in any material respect, habitually neglects or materially fails to perform his duties (other than any such failure resulting solely from Employee's physical or mental disability or incapacity) after a written demand for substantial performance is delivered to Employee which identifies the manner in which the Company believes that Employee has not performed Employee's duties, commits or is convicted of a felony or any crime involving moral turpitude, uses drugs or alcohol in a way that either interferes with the performance of his duties or compromises the integrity or reputation of the Company, or engages in any act of dishonesty involving the Company, disclosure of Company confidential information not required by the duties of Employee, commercial bribery, or perpetration of fraud; provided, however, that Employee shall have at least forty-five (45) calendar days to cure, if curable, any of the events which could lead to Employee's termination for Cause.

(d) Termination by Death or Disability. In the event that Employee dies or becomes completely disabled from performing his duties during the Initial Term or any Successive Term, the Company shall be relieved of all obligations under this Agreement, except for payment to Employee or Employee's heirs as if the Employee had been terminated without Cause in accordance with Section 8(a) herein during the Initial Term or thereafter (as applicable). For clarification purposes, the parties agree that the Company may satisfy its obligations pursuant to this Section 8(d) through life and/or disability insurance coverage with respect to Employee.

(e) Termination by Employee Without Good Reason. Employee may terminate his employment under this Agreement without Good Reason at any time by giving written notice to the Company. Such termination will become effective upon the date specified in such notice, provided that such date is at least ninety (90) calendar days after the date of delivery of the notice. Upon any such termination, the Company shall be relieved of all of its obligations under this Agreement, except for payment of all accrued compensation and wages and the provision of benefits through the effective date of termination, and the Company may, in its sole discretion, cause the termination to become effective sooner than such ninety (90) day notice period.

(f) Notice of Non-Renewal. For the avoidance of doubt, any notice of nonrenewal of a Successive Term provided by the Company pursuant to Section 1 of this Agreement shall constitute termination of Employee by the Company without Cause during a Successive Term.

9. **Limitations on Payment**.

(a) Payment Delay. Notwithstanding anything herein to the contrary, to the extent any payments to Employee pursuant to Section 8 are treated as non-qualified deferred compensation subject to Section 409A of the Code, then (i) no amount shall be payable pursuant to such section unless Employee's termination of employment constitutes a "'separation from service" with the Company (as such term is defined in Treasury Regulation Section 1.409A-1(h) and any successor provision thereto) (a "Separation from Service"), (ii) if any of the amounts described in Sections 8(a)(i)-(ii) above constitute non-qualified deferred compensation subject to Section 409A of the Code then any such amounts that become payable hereunder shall in all cases be paid in two installment payments pursuant to the terms described in the last paragraph of Section 8(a), provided that the first lump-sure payment shall be paid on the 60th day following Employee's Separation from Service subject to clause (iii) of this Section 9(a) and (iii) if Employee, at the time of his Separation from Service, is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and the Company determines that delayed commencement of any portion of the termination benefits payable to Employee pursuant to this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(1) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of Employee's termination benefits described in Section 8 shall not be provided to Employee prior to the earlier of (A) the expiration of the six-month period measured from the date of Employee's Separation from Service, (B) the date of Employee's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to Employee within thirty (30) days following such expiration, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Employee is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his Separation from Service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(b) Exceptions to Payment Delay. Notwithstanding Section 9(a), to the maximum extent permitted by applicable law, amounts payable to Employee pursuant to Section 8 shall be made in reliance upon Treasury Regulation Section 1.409A-1(b)(9) (with respect to separation pay plans) or Treasury Regulation Section 1.409A-1(b)(4) (with respect to short-term deferrals). Accordingly, the severance payments provided for in Section 8 may not be intended to provide for any deferral of compensation subject to Section 409A of the Code to the extent (i) the severance payments payable pursuant to Section 8, by their terms and determined as of the date of Employee's Separation from Service, may not be made later than the fifteenth (15th) day of the third calendar month following the later of (A) the end of the Company's fiscal year in which Employee's Separation from Service occurs or (B) the end of the calendar year in which Employee's Separation from Service occurs, or (ii) (A) such severance payments do not exceed an amount equal to two times the lesser of (1) the amount of Employee's annualized compensation based upon Employee's annual rate of pay for the calendar year immediately preceding the calendar year in which Employee's Separation from Service occurs (adjusted for any increase during the calendar year in which such Separation from Service occurs that would be expected to continue indefinitely had Employee remained employed with the Company) or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) for the calendar year in which Employee's Separation from Service occurs, and (B) such severance payments shall be completed no later than December 31 of the second calendar year following the calendar year in which Employee's Separation from Service occurs. Moreover, the COBRA premium payments contemplated under Section 8 are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(9)(v) as direct service recipient payments for medical benefits.

(c) Interpretation. To the extent the payments and benefits under this Agreement are subject to Section 409A of the Code, this Agreement shall be interpreted, construed and administered in a manner that satisfies the requirements of Sections 409A(a)(2), (3) and (4) of the Code and the Treasury Regulations thereunder (and any applicable transition relief under Section 409A of the Code).

(d) Parachute Payments. Notwithstanding anything contained in this Agreement to the contrary, to the extent that payments and benefits provided under this Agreement or otherwise (including the acceleration of vesting of equity awards) to Employee (such payments or benefits are collectively referred to as the "Payments") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Payments shall be reduced (but not below zero) to the extent necessary so that no Payment to be made or benefit to be provided to Employee shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by Employee shall exceed the net after-tax benefit received by him if no such reduction was made. For purposes of this Section 9(d), "net after-tax benefit" shall mean (i) the Payments which Employee receives or is then entitled to receive from the Company or Parent that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to Employee (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of excise taxes imposed with respect to the payments and benefits described in (i) above by Section 4999 of the Code. The foregoing determination will be made by a nationally recognized accounting firm (the "Accounting Firm") selected by Employee and reasonably acceptable to the Company (which may be, but will not be required to be, the Company's or Parent's independent auditors). The Company will direct the Accounting Firm to submit its determination and detailed supporting calculations to both the affected Employee and the Company within fifteen (15) calendar days after Employee's date of Separation from Service. If the Accounting Firm determines that such reduction is required by this Section 9(d) and no Payment constitutes non-qualified deferred compensation that is subject to Section 409A of the Code, Employee, in Employee's sole and absolute discretion, may determine which Payments shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay such reduced amount to him. If the Accounting Firm determines that a reduction is required by this Section 9(d), and any Payment constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, then the Payments shall be reduced in the following order; (a) reduction in the cash severance payments described herein (with such reduction being applied to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments); (b) reduction in any other cash payments payable to Employee (with such reduction being applied to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments); (c) cancellation of acceleration of vesting on any equity awards for which the exercise price exceeds the then fair market value of the underlying equity; and (d) cancellation of acceleration of vesting of equity awards not covered under (c) above; provided, however that in the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of such equity awards, that is, later equity awards shall be canceled before earlier equity awards.

10. **Arbitration**. Employee, Parent and the Company agree to submit any and all disputes, controversies, or claims between them based upon, relating to, or arising from Employee's employment by the Company or the terms of this Agreement (other than workers' compensation claims) to final and binding arbitration before a single neutral arbitrator in San Francisco, California. Subject to the terms of this paragraph, the arbitration proceedings shall be initiated in accordance with, and governed by, the National Rules for the Resolution of Employment Disputes ("Rules") of the American Arbitration Association ("AAA"). The arbitrator shall be appointed by agreement of the parties hereto or, if no agreement can be reached, by the AAA pursuant to its Rules. Notwithstanding the Rules, the parties may take discovery in accordance with Sections 1283.05(a)-(d) of the California Code of Civil Procedure (but not subject to the restrictions of Section 1283.05(e)), and prior to the arbitration hearing the parties may file, and the arbitrator shall rule on, pre-trial motions such as demurrers and motions for summary judgment (applying the procedural standard embodied in Rule 56 of the Federal Rules of Civil Procedure). The time for filing such motions shall be determined by the arbitrator. The arbitrator will rule on all pre-trial motions at least ten (10) business days prior to the scheduled hearing date. Arbitration may be compelled, the arbitration award shall be enforced, and judgment thereon shall be entered, pursuant to the California Arbitration Act (Code of Civil Procedure §§ 1280 et seq.). The prevailing party in any such arbitration shall be entitled to recover from the other, and the arbitrator is instructed to award to the prevailing party, an amount equal to the reasonable attorneys' fees and costs (including expert witness fees) incurred in connection with the arbitration, except that the Company shall bear AAA's administrative fees and the arbitrator's fees and costs. If any party is required to compel arbitration of a dispute governed by this paragraph, the party prevailing in that proceeding shall be entitled to recover from the other party its reasonable costs and attorneys' fees and expenses incurred to compel arbitration; provided, however, that the prevailing party shall be reimbursed for such fees, costs and expenses within forty-five (45) days following any such award, but in no event later than the last day of Employee's taxable year following the taxable year in which the fees, costs and expenses were incurred; provided, further, that the parties' obligations pursuant to this sentence shall terminate on the tenth (10th) anniversary of the date of Employee's termination of employment. This paragraph is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to Employee's employment; provided, however, that neither this Agreement nor the submission to arbitration shall limit the parties' right to seek provisional relief, including without limitation injunctive relief, in any court of competent jurisdiction. Employee, Parent and the Company expressly waive their right to a jury trial. This paragraph shall survive the expiration or termination of this Agreement. If any part of this paragraph is found to be void as a matter of law or public policy, the remainder of the paragraph will continue to be in full force and effect.

11. **Miscellaneous**.

(a) Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns. Employee agrees that the Company may assign its rights and obligations under this Agreement to any successor-in-interest or Parent. Employee may assign his rights and obligations hereunder only with the express written consent of the Company, except that the rights under this Agreement shall inure to the benefit of Employee's heirs or assigns in the event of his death. Except as expressly provided in this paragraph, no party may assign its/his rights and obligations hereunder; and any attempt to do so will be void.

(b) Severability. If any provision of this Agreement otherwise is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision, such provision shall be replaced by a provision that is valid and enforceable and that as closely as possible reflects the parties' intent with respect to such provision and such provision shall be inoperative in such state or jurisdiction and shall not be part of the consideration moving from any of the parties to any other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision was not included.

(c) Notice. Notices given pursuant to the provisions of this Agreement shall be delivered personally or sent by certified mail, postage pre-paid, or by overnight courier, or by fax, if to the Company or Parent, to the Company's then-current business address or, in the event the notice is to Employee, to the address that Employee has represented to the Company as current.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflict of laws rules thereof.

(e) Waiver, Amendment. The waiver by any party to this Agreement of a breach of any provision hereof by any other party shall not be construed as a waiver of any subsequent breach. No provision of this Agreement may be terminated, amended, supplemented, waived or modified other than by an instrument in writing, signed by the party against whom the enforcement of the termination, amendment, supplement, waiver or modification is sought. If Employee and the Company determine that any payments or benefits payable under this Agreement intended to comply with Sections 409A(a)(2), (3) and (4) of the Code do not comply with Section 409A of the Code, the parties agree to amend this Agreement, or take such other actions as the parties deem reasonably necessary or appropriate, to comply with the requirements of Section 409A of the Code, the Treasury Regulations thereunder (and any applicable transition relief) while preserving the economic agreement of the parties. If any provision of the Agreement would cause such payments or benefits to fail to so comply, such provision shall not be effective and shall be null and void with respect to such payments or benefits, and such provision shall otherwise remain in full force and effect.

(f) Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any previous agreement or understanding, including, without limitation, the Employment Agreement, dated as of February 17, 2013, between the Employee and Parent.

(g) Execution in Counterparts. This Agreement may be executed in counterparts with the same force and effectiveness as though executed as a single document.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

[NEW SUB]

By: _____

Name:

Title:

EMPLOYEE

_____

Thomas R. Mika

[_____]

By: _____

Name:

Title:

EXHIBIT A
CONFIDENTIAL & PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY/PROPERTY RIGHTS POLICY

[ATTACHED]

Exhibit 10.7

Exhibit E

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of _____ ___, 2015 is entered into among [New Sub], a Delaware corporation (the "Company"), CollabRx, Inc., a Delaware corporation ("Parent"), and Clifford Baron ("Employee").

WHEREAS, Employee is the Vice President and Chief Operating Officer of the Company;

WHEREAS, the Company is a wholly owned subsidiary of Parent; and

WHEREAS, the Company desires to employ and retain the services of Employee, and Employee wishes to be employed by the Company, on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the undersigned agree as follows:

1. **Term of Employment.** Subject to the termination provisions hereinafter set forth, the Company will employ the Employee, and the Employee accepts employment with the Company, for a period of two years from the date of this Agreement (the "Initial Term"). The Initial Term shall be automatically renewed for successive one year periods ("Successive Terms") unless either party gives ninety (90) calendar days written notice of nonrenewal prior to the expiration of the then-current term (the Initial Term and any Successive Term are jointly referred to herein as the "Term"). Notwithstanding the above, or anything else provided herein, the Employee shall be an at-will employee, serving at the pleasure and direction of the Company's Chief Executive Officer (the "CEO"). Accordingly, either party may terminate the employment relationship at any time for any reason, subject, however, to the notice and any payment requirements set forth herein.

2. **Duties.** During the Term, the Employee will serve as Vice President and Chief Operating Officer, reporting to the CEO. The Employee will discharge such duties and responsibilities as are customary for such position or are prescribed from time to time by the Company. The Employee will devote his full time and attention to the affairs of the Company and will not enter the employ of or serve as a consultant to, or in any way perform any services for, with or without compensation, any other person, business or organization without the prior approval of the CEO.

3. **Maintaining Confidential Information/Property Rights.** The Employee agrees to sign and abide by all Company policies regarding confidential information and ethics including, but not limited to the Confidential *&* Proprietary Information and Intellectual Property/Property Rights policy, as attached hereto as Exhibit A.

4. **Non-Competition; Non-Solicitation.** During the Term and for six (6) months following the termination of Employee's employment with the Company for any reason, the Employee shall not, directly or indirectly:

(a) own, manage, operate, advise, consult, join, control or participate in the ownership, management, operation or control of, be employed by, perform services for, or be connected in any manner with, any enterprise which is engaged in utilizing an expert-based content aggregate strategy to create and distribute (through web-based or mobile applications or other means) high-value information (including, without limitation, information relating to diagnostic tests, clinical trials, drugs, and other therapies that may be correlated to genetic profiles, individually or by population) to patients, physicians and researchers for the purpose of assisting decision-making or planning therapies to treat diseases in the United States, Europe and Asia; *provided, however,* that such restriction shall not apply to Employee's ownership of any passive investment representing an interest of less than five percent (5%) of an outstanding class of publicly traded securities; or

(b) recruit, encourage or solicit any person who is an employee or contractor of the Company or any entity affiliated with the Company (each, an "Affiliated Entity") to leave the Company's or Affiliated Entity's employ or service for any reason, or interfere in any material manner with employment or service relationships at the time existing between the Company or Affiliated Entity and the subject employee or contractor (except as may be required in any bona fide termination decision during the Term regarding any Company or Affiliated Entity employee) in order to induce such employee or contractor of the Company or any Affiliated Entity to accept other employment or a consulting agreement with any other person or entity.

The Employee acknowledges that the services that he shall provide to the Company under this Agreement are unique and that irreparable harm shall be suffered by the Company in the event of the breach by the Employee of any of his obligations under this Section 4, and that the Company shall be entitled, in addition to its other rights and remedies, whether legal or equitable, to enforce such obligations by an injunction or decree of specific performance. If any restriction set forth in this non-competition section is found by a court to be unreasonable, then the Employee agrees, and hereby submits, to the reduction and limitation of such prohibition to such area or period as shall be deemed reasonable by such court. In addition, if the Employee breaches this Section 4 during the Severance Period, the Company's obligation to continue to make payments to the Employee pursuant to Sections 8(a), (b) or (c) shall cease immediately.

5. **Salary and Incentives.**

(a) Salary. During the Term, the Company will pay the Employee an annual salary of two hundred thousand dollars ($200,000) (the "Base Salary"), subject to applicable tax withholding and payable in accordance with the Company's normal payroll practices. During the Term, the CEO shall review the Employee' Base Salary on an annual basis and, in his discretion, may award merit increases of Employee's Base Salary in accordance with Company policy. The Employee's Base Salary may also be reduced during the Term, consistent with across-the-board salary reductions made with respect to similarly situated employees of the Company and Parent

(b) Incentive Payments. Employee will be eligible to receive incentive bonus payments from time to time in accordance with any incentive bonus program adopted by the Company or Parent. For the avoidance of doubt, Employee acknowledges that no such incentive bonus program is currently in effect.

(c) Expenses. The Company will reimburse the Employee for all reasonable travel, entertainment and miscellaneous expenses actually and necessarily incurred in connection with the performance of his duties under this Agreement, provided that the Employee's expenses are in accordance with the Company's and/or Parent's current practices and that the Employee properly accounts for such expenses. Any amounts payable under this Section 5(c) shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of the Employee's taxable year following the taxable year in which the Employee incurred the expenses. The amounts provided under this Section 5(c) during any taxable year of Employee's will not affect such amounts provided in any other taxable year of the Employee's, and the Employee's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

6. **Benefits.** The Employee will be entitled during the Term to participate in any vacation, health, pension, insurance or other benefit plan that is maintained by the Company or Parent for its employees (or its subsidiaries') and/or executives to the extent and in the manner prescribed by the applicable plan documents.

7. **Long-term Incentives.** The Employee will be eligible to receive annual long-term equity incentive awards from time to time in accordance with the terms and conditions of long-term equity incentive compensation plans and programs as in effect from time to time as recommended by the CEO and approved by Parent's Board of Directors. Any long-term incentive grants shall be subject to the terms and conditions, including any vesting conditions, as recommended by the CEO and approved by Parent's Board of Directors in their sole discretion.

8. **Termination.**

(a) Termination by the Company Without Cause. The Company may terminate the Employee's employment under this Agreement without Cause at any time with ninety (90) calendar days' prior written notice. However, in the event of the Employee's Separation from Service (as defined in Section 9(a) below) as a result of the Employee's termination by the Company without Cause, and subject to the provisions of Section 9 below, the Company agrees that it will provide Employee with all accrued compensation, wages and benefits through the effective date of termination and pay and/or provide to the Employee the following:

(i) an amount equal to one half (1/2) times the Employee's then-prevailing Base Salary; plus

(ii) six (6) months of COBRA premiums for Employee paid for by the Company (with any such payments to be treated as taxable compensation to the extent necessary to comply with Section 105(h) of the Internal Revenue Code) pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), provided that Employee is eligible for COBRA benefits and timely completes all documentation necessary to receive COBRA benefits; plus

(iii) if (x) the effective date of termination is on or before the first anniversary of the date of this Agreement and (y) Employee holds any outstanding long-term incentive awards (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) that are not fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination, then Parent shall cause the portion of such outstanding and unvested long-term incentive awards that would otherwise become vested and exercisable in the twelve (12) months following the effective date of termination to become fully vested and, if applicable, exercisable effective immediately prior to the date of termination, and Employee shall have ninety (90) days to exercise any stock options that vest pursuant to this Section. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between Parent and the Employee.

(iv) if (x) the effective date of termination after the first anniversary of the date of this Agreement and (y) Employee holds any outstanding long-term incentive awards (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) that are not fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination, then Parent shall cause the portion of such outstanding and unvested long-term incentive awards that would otherwise become vested and exercisable in the twenty-four (24) months following the effective date of termination to become fully vested and, if applicable, exercisable effective immediately prior to the date of termination, and Employee shall have ninety (90) days to exercise any stock options that vest pursuant to this Section. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between Parent and the Employee.

The amounts described in clause (i) and (ii) shall be paid in two equal lump sum installments, subject to applicable tax withholding, with the first installment to be made within sixty (60) days following the date of the Employee's Separation from Service and the second installment to be made on the six month anniversary the Employee's Separation from Service (the "Severance Period"). For purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), the Employee's right to receive the foregoing installment payments shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, no amount shall be paid pursuant to this Section 8(a) unless, on or prior to the fifty-fifth (55th) day following the date of the Employee's Separation from Service, the Employee has executed an effective waiver and release of claims agreement (the "Release") in form and substance acceptable to the Company and any applicable revocation period has expired.

(b) Termination by Employee for Good Reason. The Employee may voluntarily elect to resign his employment with the Company prior to the end of the Term for Good Reason (as hereinafter defined) upon giving the Company ninety (90) calendar days' advance notice in writing of such termination. In the event of the Employee's Separation from Service for Good Reason, and subject to the provisions of Section 9 below, the Employee shall be entitled to receive the payments or benefits set forth in Section 8(a) as if such Separation from Service was as a result of the Employee's termination by the Company without Cause. "Good Reason" shall mean any of the following that are undertaken without the Employee's express written consent: (i) the assignment to the Employee of principal duties or responsibilities, or the substantial reduction of the Employee's duties and responsibilities, either of which is materially inconsistent with the Employee's position as Vice President and Chief Operating Officer of the Company; (ii) a material reduction by the Company in the Employee's annual Base Salary, except to the extent the salaries of other executive employees of the Company, Parent and any other controlled subsidiary of Parent are similarly reduced; (iii) the Employee's principal place of business is, without his consent, relocated by a distance of more than fifty (50) miles from the center of San Francisco and (iv) any material breach by the Company or Parent of any provision of this Agreement.

The Employee must provide written notice to the Company of the occurrence of any of the foregoing events or conditions without the Employee's written consent within ninety (90) days of the occurrence of such event. The Company shall have a period of thirty (30) days to cure such event or condition after receipt of written notice of such event from the Employee. Any Separation from Service by reason of the Employee's resignation for Good Reason following such thirty (30) day cure period must occur no later than the date that is six (6) months following the initial occurrence of one of the foregoing events or conditions without Employee's written consent. The Employee's Separation from Service by reason of his resignation for Good Reason shall be treated as involuntary.

(c) Termination in Connection With a Change in Control. In the event of the Employee's Separation from Service as a result of his termination by the Company without Cause or his resignation for Good Reason within three (3) months before or twelve (12) months following a "change of control" (as hereinafter defined), in lieu of any amounts payable under Sections 8(a) or (b), and subject to the provisions of Section 9 below, the Company agrees that it will pay the Employee a lump sum amount equal to the sum of:

(i) an amount equal to one (1) times the Employee's then-prevailing Base Salary; plus

(ii) twelve (12) months of COBRA premiums for Employee paid for by the Company or Parent (with any such payments to be treated as taxable compensation to the extent necessary to comply with Section 105(h) of the Internal Revenue Code) pursuant to COBRA, provided that Employee is eligible for COBRA benefits and timely completes all documentation necessary to receive COBRA benefits.

The amounts described in clauses (i) and (ii) above shall be paid in a lump sum within sixty (60) days following the Employee's Separation of Service. Notwithstanding any provision to the contrary in this Agreement, no amount shall be paid pursuant to this Section 8(c) unless, on or prior to the fifty-fifth (55th) day following the date of the Employee's Separation from Service, the Employee has executed an effective Release in form and substance acceptable to the Company and any applicable revocation period has expired.

In addition, and notwithstanding any provision to the contrary in any long-term incentive award agreement or long-term incentive compensation plan, in the event of the Employee's Separation from Service as a result of his termination by the Company without Cause or his resignation for Good Reason within three (3) months before or twelve (12) months following a "change of control," Parent shall cause all outstanding long-term incentive awards then held by the Employee (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) to become fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination, and Employee shall have ninety (90) days to exercise any stock options that vest pursuant to this Section. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between Parent and the Employee.

A "change of control" shall mean and include each of the following:

(i) A transaction or series of transactions (other than an offering of Parent's common stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (other than Parent, the Company, or any of their subsidiaries, an employee benefit plan maintained by Parent, the Company or any of their subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, Parent or the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of Parent or the Company possessing more than fifty percent (50%) of the total combined voting power of Parent's or the Company's securities outstanding immediately after such acquisition, as applicable; or

(ii) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board of Directors of Parent together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company or Parent to effect a transaction described in clause (i) above or clause (iii) below whose election by the Board of Directors of Parent or nomination for election by Parent's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority thereof; or

(iii) The consummation by Parent (whether directly involving Parent or indirectly involving Parent through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of Parent's or the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(A) Which results in Parent's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of Parent or the person that, as a result of the transaction, controls, directly or indirectly, Parent or owns, directly or indirectly, all or substantially all of Parent's assets or otherwise succeeds to the business of Parent (Parent or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(B) After which no person or group beneficially owns voting securities representing fifty percent (50%) or more of the combined voting power of the Successor Entity; *provided, however,* that no person or group shall be treated for purposes of this clause (B) as beneficially owning fifty percent (50%) or more of combined voting power of the Successor Entity solely as a result of the voting power held in Parent prior to the consummation of the transaction; or

(iv) The Company's stockholders approve a liquidation or dissolution of the Company.

(d) Termination by the Company for Cause. Subject to the forty-five (45) day cure period, if applicable, set forth in this Section 8(d), the Company may immediately terminate the Employee's employment at any time for Cause by giving written notice to the Employee specifying in reasonable detail the reason for such termination. Upon any such termination for Cause, Employee shall be entitled to payment of all accrued and unpaid compensation and wages, but Employee shall have no right to compensation or benefits for any period subsequent to the effective date of termination. For the purposes of this Agreement, "Cause" shall mean: the Employee willfully engages in an act or omission which is in bad faith and to the detriment of the Company, engages in misconduct, gross negligence, or willful malfeasance, in each case that causes material harm to the Company, breaches this Agreement in any material respect, habitually neglects or materially fails to perform his duties (other than any such failure resulting solely from the Employee's physical or mental disability or incapacity) after a written demand for substantial performance is delivered to the Employee which identifies the manner in which the Company believes that the Employee has not performed the Employee's duties, commits or is convicted of a felony or any crime involving moral turpitude, uses drugs or alcohol in a way that either interferes with the performance of his duties or compromises the integrity or reputation of the Company, or engages in any act of dishonesty involving the Company, disclosure of Company confidential information not required by the duties of the Employee, commercial bribery, or perpetration of fraud; *provided, however,* that the Employee shall have at least forty-five (45) calendar days to cure, if curable, any of the events which could lead to the Employee's termination for Cause.

(e) Termination by Death or Disability. In the event that the Employee dies or has a Separation from Service as a result of his Disability, he (or his heirs or estate) shall be entitled to receive any unpaid accrued compensation and wages and shall not be entitled to receive any severance payments hereunder.

(f) Termination by Employee Without Good Reason. The Employee may terminate his employment under this Agreement without Good Reason at any time by giving written notice to the Company. Such termination will become effective upon the date specified in such notice, provided that such date is at least ninety (90) calendar days after the date of delivery of the notice. Upon any such termination, the Company shall be relieved of all of its obligations under this Agreement, except for payment of all accrued compensation and wages and the provision of benefits through the effective date of termination, and the Company may, in its sole discretion, cause the termination to become effective sooner than such ninety (90) day notice period.

(g) Notice of Non-Renewal. For the avoidance of doubt, any notice of nonrenewal of a Successive Term provided by the Company pursuant to Section 1 of this Agreement shall constitute termination of Employee by the Company without Cause during a Successive Term; provided, however, that any notice of nonrenewal given by the Company within three (3) months before or twelve (12) months after a "change of control" shall constitute termination of Employee by the Company without Cause for purposes of Section 8(c) hereof.

9. **Limitations on Payment.**

(a) Payment Delay. Notwithstanding anything herein to the contrary, to the extent any payments to the Employee pursuant to Section 8 are treated as non-qualified deferred compensation subject to Section 409A of the Code, then (i) no amount shall be payable pursuant to such section unless the Employee's termination of employment constitutes a "separation from service" with the Company (as such term is defined in Treasury Regulation Section 1.409A-1(h) and any successor provision thereto) (a "Separation from Service"), and (ii) if the Employee, at the time of his Separation from Service, is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and the Company determines that delayed commencement of any portion of the termination benefits payable to the Employee pursuant to this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of the Employee's termination benefits described in Section 8 shall not be provided to the Employee prior to the earlier of (A) the expiration of the six-month period measured from the date of the Employee's Separation from Service, (B) the date of the Employee's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to the Employee within thirty (30) days following such expiration, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether the Employee is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his Separation from Service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(b) Exceptions to Payment Delay. Notwithstanding Section 9(a), to the maximum extent permitted by applicable law, amounts payable to the Employee pursuant to Section 8 shall be made in reliance upon Treasury Regulation Section 1.409A-1(b)(9) (with respect to separation pay plans) or Treasury Regulation Section 1.409A-1(b)(4) (with respect to short-term deferrals). Accordingly, the severance payments provided for in Section 8 may not be intended to provide for any deferral of compensation subject to Section 409A of the Code to the extent (i) the severance payments payable pursuant to Section 8, by their terms and determined as of the date of the Employee's Separation from Service, may not be made later than the fifteenth (15th) day of the third calendar month following the later of (A) the end of the Company's fiscal year in which the Employee's Separation from Service occurs or (B) the end of the calendar year in which the Employee's Separation from Service occurs, or (ii) (A) such severance payments do not exceed an amount equal to two times the lesser of (1) the amount of Employee's annualized compensation based upon the Employee's annual rate of pay for the calendar year immediately preceding the calendar year in which the Employee's Separation from Service occurs (adjusted for any increase during the calendar year in which such Separation from Service occurs that would be expected to continue indefinitely had the Employee remained employed with the Company) or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) for the calendar year in which the Employee's Separation from Service occurs, and (B) such severance payments shall be completed no later than December 31 of the second calendar year following the calendar year in which the Employee's Separation from Service occurs. Moreover, the COBRA premium payments contemplated under Section 8 are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(9)(v) as direct service recipient payments for medical benefits.

(c) Interpretation. To the extent the payments and benefits under this Agreement are subject to Section 409A of the Code, this Agreement shall be interpreted, construed and administered in a manner that satisfies the requirements of Sections 409A(a)(2), (3) and (4) of the Code and the Treasury Regulations thereunder (and any applicable transition relief under Section 409A of the Code).

(d) Parachute Payments. Notwithstanding anything contained in this Agreement to the contrary, to the extent that payments and benefits provided under this Agreement or otherwise (including the acceleration of vesting of equity awards) to the Employee (such payments or benefits are collectively referred to as the "Payments") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Payments shall be reduced (but not below zero) to the extent necessary so that no Payment to be made or benefit to be provided to the Employee shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by such the Employee shall exceed the net after-tax benefit received by him if no such reduction was made. For purposes of this Section 9(d), "net after-tax benefit" shall mean (i) the Payments which the Employee receives or is then entitled to receive from the Company or Parent that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to the Employee (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of excise taxes imposed with respect to the payments and benefits described in (i) above by Section 4999 of the Code. The foregoing determination will be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Employee and reasonably acceptable to the Company (which may be, but will not be required to be, the Company's or Parent's independent auditors). The Company will direct the Accounting Firm to submit its determination and detailed supporting calculations to both the affected Employee and the Company within fifteen (15) calendar days after the Employee's date of Separation from Service. If the Accounting Firm determines that such reduction is required by this Section 9(d), and no Payment constitutes non-qualified deferred compensation that is subject to Section 409A of the Code, the Employee, in the Employee's sole and absolute discretion, may determine which Payments shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay such reduced amount to him. If the Accounting Firm determines that a reduction is required by this Section 9(d), and any Payment constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, then the Payments shall be reduced in the following order: (a) reduction in the cash severance payments described herein (with such reduction being applied to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments); (b) reduction in any other cash payments payable to the Employee (with such reduction being applied to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments); (c) cancellation of acceleration of vesting on any equity awards for which the exercise price exceeds the then fair market value of the underlying equity; and (d) cancellation of acceleration of vesting of equity awards not covered under (c) above; provided, however that in the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of such equity awards, that is, later equity awards shall be canceled before earlier equity awards.

10. Arbitration.

The Employee, Parent and the Company agree to submit any and all disputes, controversies, or claims between them based upon, relating to, or arising from the Employee's employment by the Company or the terms of this Agreement (other than workers' compensation claims) to final and binding arbitration before a single neutral arbitrator in San Francisco, California. Subject to the terms of this paragraph, the arbitration proceedings shall be initiated in accordance with, and governed by, the National Rules for the Resolution of Employment Disputes ("Rules") of the American Arbitration Association ("AAA"). The arbitrator shall be appointed by agreement of the parties hereto or, if no agreement can be reached, by the AAA pursuant to its Rules. Notwithstanding the Rules, the parties may take discovery in accordance with Sections 1283.05(a)-(d) of the California Code of Civil Procedure (but not subject to the restrictions of Section 1283.05(e)), and prior to the arbitration hearing the parties may file, and the arbitrator shall rule on, pre-trial motions such as demurrers and motions for summary judgment (applying the procedural standard embodied in Rule 56 of the Federal Rules of Civil Procedure). The time for filing such motions shall be determined by the arbitrator. The arbitrator will rule on all pre-trial motions at least ten (10) business days prior to the scheduled hearing date. Arbitration may be compelled, the arbitration award shall be enforced, and judgment thereon shall be entered, pursuant to the California Arbitration Act (Code of Civil Procedure §§ 1280 et seq.). The prevailing party in any such arbitration shall be entitled to recover from the other, and the arbitrator is instructed to award to the prevailing party, an amount equal to the reasonable attorneys' fees and costs (including expert witness fees) incurred in connection with the arbitration, except that the Company shall bear AAA's administrative fees and the arbitrator's fees and costs. If any party is required to compel arbitration of a dispute governed by this paragraph, the party prevailing in that proceeding shall be entitled to recover from the other party its reasonable costs and attorneys' fees and expenses incurred to compel arbitration; *provided, however,* that the prevailing party shall be reimbursed for such fees, costs and expenses within forty-five (45) days following any such award, but in no event later than the last day of the Employee's taxable year following the taxable year in which the fees, costs and expenses were incurred; *provided, further,* that the parties' obligations pursuant to this sentence shall terminate on the tenth (10th) anniversary of the date of the Employee's termination of employment. This paragraph is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to the Employee's employment; *provided, however,* that neither this Agreement nor the submission to arbitration shall limit the parties' right to seek provisional relief, including without limitation injunctive relief, in any court of competent jurisdiction. Employee, Parent and the Company expressly waive their right to a jury trial. This paragraph shall survive the expiration or termination of this Agreement. If any part of this paragraph is found to be void as a matter of law or public policy, the remainder of the paragraph will continue to be in full force and effect.

11. **Miscellaneous.**

(a) Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns. The Employee agrees that the Company may assign its rights and obligations under this Agreement to any successor-in-interest or Parent. The Employee may assign his rights and obligations hereunder only with the express written consent of the Company, except that the rights under this Agreement shall inure to the benefit of the Employee's heirs or assigns in the event of his death. Except as expressly provided in this paragraph, no party may assign its/his rights and obligations hereunder; and any attempt to do so will be void.

(b) Severability. If any provision of this Agreement otherwise is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision, such provision shall be replaced by a provision that is valid and enforceable and that as closely as possible reflects the parties' intent with respect to such provision and such provision shall be inoperative in such state or jurisdiction and shall not be part of the consideration moving from any of the parties to any other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision was not included.

(c) Notice. Notices given pursuant to the provisions of this Agreement shall be delivered personally or sent by certified mail, postage pre-paid, or by overnight courier, or by fax, if to the Company or Parent, to the Company's then-current business address or, in the event the notice is to the Employee, to the address that Employee has represented to the Company as current.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflict of laws rules thereof.

(e) Waiver; Amendment. The waiver by any party to this Agreement of a breach of any provision hereof by any other party shall not be construed as a waiver of any subsequent breach. No provision of this Agreement may be terminated, amended, supplemented, waived or modified other than by an instrument in writing, signed by the party against whom the enforcement of the termination, amendment, supplement, waiver or modification is sought. If the Employee and the Company determine that any payments or benefits payable under this Agreement intended to comply with Sections 409A(a)(2), (3) and (4) of the Code do not comply with Section 409A of the Code, the parties agree to amend this Agreement, or take such other actions as the parties deem reasonably necessary or appropriate, to comply with the requirements of Section 409A of the Code, the Treasury Regulations thereunder (and any applicable transition relief) while preserving the economic agreement of the parties. If any provision of the Agreement would cause such payments or benefits to fail to so comply, such provision shall not be effective and shall be null and void with respect to such payments or benefits, and such provision shall otherwise remain in full force and effect.

(f) Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any previous agreement or understanding, including, without limitation, the Employment Agreement, dated as of March 5, 2014, between the Employee and Parent.

(g) Execution in Counterparts. This Agreement may be executed in counterparts with the same force and effectiveness as though executed as a single document.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

EMPLOYEE

Clifford Baron

[NEW SUB]

By: _____

COLLABRX, INC.

By: _____

EXHIBIT A

CONFIDENTIAL & PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY/PROPERTY RIGHTS POLICY

[ATTACHED]

Exhibit 99.1

News Release

CollabRx and Medytox Solutions Sign Definitive Merger Agreement

Combination Will Create New Generation Healthcare Company

SAN FRANCISCO, CA and WEST PALM BEACH, FL – April 16, 2015 -- CollabRx, Inc. (NASDAQ:CLRX) ("CollabRx") and Medytox Solutions, Inc. (OTCQB: MMMS) ("Medytox") today announced that they have entered into a definitive merger agreement. Closing of the merger is subject to, among other things, gaining stockholder approvals from both companies, receipt of regulatory approvals and other customary closing conditions.

Under the terms of the agreement, which has been unanimously approved and adopted by the Boards of Directors of both CollabRx and Medytox, CollabRx equityholders will own a 10% stake in the combined company and Medytox equityholders will own 90% of the combined company, based on the number of equity securities outstanding immediately following the merger, and excluding convertible preferred shares and notes issued by Medytox, as well as option grants expected to be made in connection with the closing.

Medytox currently owns and operates a diverse family of healthcare companies, including several clinical testing laboratories, an electronic medical records provider, a laboratory information systems company and a medical billing company. CollabRx is a leading informatics company focused on the interpretation of complex molecular and genetic tests in cancer.

For the twelve months ending December 31, 2014, Medytox Solutions reported net revenue of $57.9 million and income from operations of $15.7 million, an increase of 38.3% and 8.0%, respectively, over the same twelve-month period in the 2013. For the same twelve-month period, CollabRx reported revenues of $415,000, with net losses of ($4.3 million).

"We expect that this merger will dramatically speed up our growth," said Seamus Lagan, CEO of Medytox Solutions, Inc. "Furthermore, the addition of CollabRx adds great depth to our company and places Medytox among the most elite, most innovative healthcare enterprises operating in the industry today. Together, we will show the world how state-of-the-art technology and vertical integration can improve health outcomes, and return value to shareholders in the process."

Thomas Mika, CEO of CollabRx said: "I cannot be more enthusiastic about this outcome for all CollabRx stakeholders, including our shareholders, customers, team members and advisors. CollabRx will continue its mission to better inform decision-making in cancer within a high-growth, profit-oriented company, while being able to support several exciting Medytox initiatives in precision medicine."

Following the merger, Seamus Lagan will be CEO of the combined company. Thomas Mika and Dr. Paul Billings will be appointed to the combined company's seven-member board, which will include the five current directors of Medytox. Mr. Mika will serve as Executive Chairman, as well as CEO of CollabRx, Inc., which will operate as a wholly-owned subsidiary of the combined companies.

Aegis Capital Corp served as exclusive financial advisor for CollabRx, Inc. and Goodwin Procter, LLP acted as legal advisor.

Akerman LLP acted as legal advisor to Medytox Solutions, Inc.

Participants in Solicitation
CollabRx (NASDAQ: CLRX), Medytox (OTCQB: MMMS), and their respective directors, executive officers, and other employees may be deemed to be participants in the solicitation of proxies from CollabRx and Medytox stockholders with respect to the proposed business combination. Information about CollabRx's directors and executive officers is available in CollabRx's proxy statement for its 2014 annual meeting of stockholders, dated July 28, 2014. Information about Medytox's directors and executive officers is available in Medytox's annual report on Form 10−K for the year ended December 31, 2013. Additional information about the interests of potential participants will be included in the registration statement and joint proxy statement and other materials filed with the Securities and Exchange Commission (the "SEC"). These documents are available free of charge at the SEC's website at www.sec.gov, or by going to CollabRx's Investors page on our corporate website at www.collabrx.com or by going to Medytox's Investors page on its corporate website at www.medytoxsolutionsinc.com.

Additional Information
This document does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. CollabRx will file a registration statement, including a joint proxy statement of CollabRx and Medytox and a prospectus of CollabRx, and other materials with the SEC in connection with the proposed business combination. **We urge investors to read these documents when they become available because they will contain important information.** Investors will be able to obtain free copies of the registration statement and proxy statement, as well as other filed documents containing information about CollabRx and Medytox, at www.sec.gov, the SEC's website or by going to CollabRx's Investors page on our corporate website at www.collabrx.com or by going to Medytox's Investors page on its corporate website at www.medytoxsolutionsinc.com.

About CollabRx, Inc.
CollabRx, Inc. (NASDAQ: CLRX) is a recognized leader in cloud-based expert systems to inform healthcare decision-making. CollabRx uses information technology to aggregate and contextualize the world's knowledge on genomics-based medicine with specific insights from the nation's top cancer experts, starting with the area of greatest need: advanced cancers in patients who have effectively exhausted the standard of care. More information may be obtained at http://www.collabrx.com.

About Medytox Solutions, Inc.
Medytox Solutions Inc. (OTCQB: MMMS) is a holding company that owns and operates businesses in the medical services sector. Medytox is a new generation healthcare enterprise that delivers a single source for integrated solutions. Medytox applies its innovative approach through an outstanding suite of IT & software solutions, revenue cycle management and financial services, combined with a range of diagnostic testing and other ancillary services for the healthcare sector. Its principal line of business is clinical laboratory blood and urine testing services, with a particular emphasis in the provision of urine drug toxicology testing to physicians, clinics and rehabilitation facilities in the United States. More information may be obtained at http://www.medytoxsolutionsinc.com.

CollabRx, Inc. Safe Harbor Statement
This press release includes forward-looking statements about CollabRx's anticipated results that involve risks and uncertainties. Some of the information contained in this press release, including, but not limited to, statements as to industry trends and CollabRx's plans, objectives, expectations and strategy for its business, contains forward-looking statements that are subject to risks and uncertainties that could cause actual results or events to differ materially from those expressed or implied by such forward-looking statements. Any statements that are not statements of historical fact are forward-looking statements. When used, the words "believe," "plan," "intend," "anticipate," "target," "estimate," "expect" and the like, and/or future tense or conditional constructions ("will," "may," "could," "should," etc.), or similar expressions, identify certain of these forward-looking statements. Important factors which could cause actual results to differ materially from those in the forward-looking statements are detailed in filings made by CollabRx with the Securities and Exchange Commission. CollabRx undertakes no obligation to update or revise any such forward-looking statements to reflect subsequent events or circumstances. The potential business combination referenced in this press release is subject to, among other things, stockholder approvals and other customary conditions. We cannot assure you that the contemplated business combination will be consummated.

Medytox Solutions, Inc. Safe Harbor Statement
This press release contains certain forward-looking information about Medytox Solutions, Inc. that is intended to be covered by the safe harbor for “forward-looking statements” provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. Words such as “guidance”, “expect”, “will”, “may”, “anticipate”, “plan”, “estimate”, “project”, “intend”, “should”, “can”, “likely”, “could”, and similar expressions are intended to identify forward looking statements. These statements include statements about our plans, strategies and prospects. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of our management and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot assure you that the expectations will prove to be correct. Important factors that could cause our actual results or performance to differ materially from the forward-looking statements include those set forth in the “Risk Factors” section of our most recent annual report on Form 10-K and in our other filings with the Securities and Exchange Commission, which filings are available on www.sec.gov. You should not place undue reliance on these forward-looking statements, which speak only as of the date such statements are made. Except to the extent required by applicable law or regulation, we undertake no obligation to update or publish revised forward-looking statements to reflect events or circumstances after such date or to reflect the occurrence of unanticipated events. The potential business combination referenced in this press release is subject to, among other things, stockholder approvals and other customary conditions. We cannot assure you that the contemplated business combination will be consummated.

CollabRx Contacts:

Thomas R. Mika
President & CEO
CollabRx, Inc.
415-248-5350

Dian Griesel Int'l.
Laura Radocaj - Media
lradocaj@dgicomm.com
212-825-3210

Cheryl Schneider - Investors
cschneider@dgicomm.com
212-825-3210

Medytox Solutions Contacts:

Seamus Lagan
CEO
Medytox Solutions, Inc.
561-855-1626

Sebastien Sainsbury
Director, Investor Relations
Medytox Solutions, Inc.
561-666-9818
ssainsbury@medytoxsolutionsinc.com

Marilys Caraballo – Media
mcaraballo@weinbachgroup.com
305-668-0070

###