

PAYOFF AND TERMINATION AGREEMENT

This Payoff and Termination Agreement, dated as of May 3, 2018 (this “Termination Agreement”), by and among Uniloc USA, Inc., a Texas corporation (“Issuer”), Uniloc Luxembourg S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 (“Uniloc Lux”), Uniloc Corporation PTY Limited (“Uniloc Aus”), D/A Investment Holdings LLC (“D/A Investment Holdings”), Uniloc USA Holdings, LLC, a Delaware limited liability company (“Uniloc USA Holdings” and, together with Issuer, Uniloc Lux, Uniloc Aus and D/A Investment Holdings, “Uniloc Entities”), Fortress Credit Co LLC, as collateral agent (“Collateral Agent”), CF DB EZ LLC, a Delaware limited liability company (“CF DB”) and CF DB EZ 2017 LLC, a Delaware limited liability company (“CF DB 2017” and, together with CF DB, “Purchasers” and, together with Collateral Agent, “Fortress Entities”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Revenue Sharing Agreement (as hereinafter defined).

WHEREAS, Issuer, Uniloc Lux, Uniloc Aus, D/A Investment Holdings, Collateral Agent and Purchasers are party to that certain Revenue Sharing and Note and Warrant Purchase Agreement, dated as of December 30, 2014, as amended on February 24, 2015, May 27, 2016 and May 15, 2017 (the “Revenue Sharing Agreement”), pursuant to which (a) Purchasers acquired, and Issuer granted, issued and sold to Purchasers, (i) the Revenue Stream and (ii) the Notes and (b) Purchasers purchased from Uniloc Lux, and Uniloc Lux issued and sold to Purchasers, the Warrants, in each case, subject to the terms of the Revenue Sharing Agreement;

WHEREAS, in connection with the consummation of the transactions contemplated by the Revenue Sharing Agreement, (a) Uniloc Lux, Uniloc Aus, Issuer and Collateral Agent entered into that certain Security Agreement, dated as of December 30, 2014 (the “Security Agreement”), (b) Uniloc Aus, Uniloc Lux, D/A Investment Holdings and Collateral Agent entered into that certain Guaranty Agreement, dated as of December 30, 2014 (the “Guaranty Agreement”), (c) Uniloc Lux and Collateral Agent entered into that certain Account Pledge Agreement, dated December 30, 2014 (the “Account Pledge Agreement”), (d) Uniloc Lux, Issuer and Collateral Agent entered into that certain Patent License Agreement, dated as of December 30, 2014 (the “Patent License Agreement”), (e) Uniloc Lux, Uniloc Aus and Collateral Agent entered into that certain Patent Security Agreement, dated as of December 30, 2014 (the “Patent Security Agreement”), (f) Uniloc Lux, Uniloc Aus, Issuer, Collateral Agent and U.S. Bank National Association (“Depository Bank”) entered into that certain Blocked Account Control Agreement, dated as of December 30, 2014 (the “Blocked Account Control Agreement”) and (g) Uniloc Aus, CF DB and Uniloc USA Holdings entered into that certain Limited Liability Company Agreement of Uniloc USA Holdings, dated as of February 20, 2015 (the “Uniloc USA Holdings LLC Agreement”);

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 28, 2018 (the “Asset Purchase Agreement”), by and between Uniloc 2017 LLC, a Delaware limited liability company (“Uniloc 2017”) and Uniloc Lux, Uniloc Lux shall sell to Uniloc 2017, and

Uniloc 2017 shall purchase from Uniloc Lux, certain assets, and in connection therewith, Uniloc 2017 shall assume certain liabilities and obligations of Uniloc Lux relating thereto, all upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with and subject to the consummation of the transactions contemplated by the Asset Purchase Agreement, the parties hereto desire to (a) terminate the Notes, the Revenue Sharing Agreement, the Security Agreement, the Guaranty Agreement, the Account Pledge Agreement, the Patent License Agreement, the Patent Security Agreement and the Blocked Account Control Agreement and (b) cause CF BD to withdraw as a member of Uniloc USA Holdings in accordance with Section 7.1 of the Uniloc USA Holdings LLC Agreement and thereafter to cause the dissolution of Uniloc USA Holdings in accordance with Section 9.1 of the Uniloc USA Holdings LLC Agreement and to terminate all rights and obligations of CF DB thereunder.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Payoff of Notes; Termination of Agreements.

(a) The parties hereto hereby acknowledge and agree that \$ \$26,411,613 (the “Payoff Amount”) is the entirety of the amount to be paid as of close of business on the date hereof to pay in full all obligations owing to Purchasers by Uniloc Lux, Uniloc Aus, Issuer and D/A Investment Holdings pursuant to the Revenue Sharing Agreement and the Notes.

(b) The payment of the Payoff Amount, in immediately available funds in accordance with the amounts and wire transfer instructions set forth on Schedule 1 hereto, shall constitute payment and satisfaction in full of all amounts owing by Uniloc Lux, Uniloc Aus, Issuer and D/A Investment Holdings to Purchasers, including principal, interest, premiums, fees, costs, expenses and all other amounts, assuming the transactions contemplated by the Asset Purchase Agreement are consummated on the date hereof.

(c) Upon receipt of the Payoff Amount by Purchasers, Purchasers agree that automatically (and without requirement of further action by any person) (i) neither Uniloc Lux, Uniloc Aus, Issuer nor D/A Investment Holdings nor any of their respective Affiliates shall have any further obligation or liability to Purchasers or any Affiliate thereof in respect of the Notes and (ii) the Notes shall be irrevocably terminated and released and have no further force or effect, except with respect to provisions that expressly survive the terms thereof.

(d) Upon receipt of the Payoff Amount by Purchasers, the parties hereto hereby agree that:

(i) Each of the Revenue Sharing Agreement, the Security Agreement, the Guaranty Agreement, the Account Pledge Agreement, the Patent License Agreement, the Patent Security Agreement and (subject to Section 1(d)(ii)) the Blocked Account Control Agreement shall terminate and shall be of no further force or effect without any further documentation or action and without liability to any party hereto, and the rights of each of the applicable parties under the applicable agreement shall terminate;

(ii) Following the termination described in Section 1(d)(i), Collateral Agent shall deliver a writing to Depository Bank providing that (x) Collateral Agent releases Depository Bank from any further obligation to comply with instructions originated by Collateral Agent with respect to the Deposit Account (as such term is defined in the Blocked Account Control Agreement) and (y) the Blocked Account Control Agreement shall be terminated in accordance with Section 8 thereof;

(iii) Following the termination described in Section 1(d)(i), Uniloc Lux and Collateral Agent shall deliver a written notice to the Account Bank (as such term is defined in the Account Pledge Agreement) stating that the parties to the Account Pledge Agreement have terminated such agreement and that the Pledge (as such term is defined in the Account Pledge Agreement) has been released;

(iv) Following the termination described in Section 1(d)(i), CF DB shall withdraw as a member of Uniloc USA Holdings in accordance with Section 7.1 of the Uniloc USA Holdings LLC Agreement, at which time the Class B Units (as such term is defined in the Uniloc USA Holdings LLC Agreement) shall be redeemed by Uniloc USA Holdings for the sum of \$1.00; and

(v) Following the withdrawal described in Section 1(d)(iv), the Note Obligations (as such term is defined in the Revenue Sharing Agreement) and the Revenue Stream (as such term is defined in the Revenue Sharing Agreement) shall be deemed to have been repaid in full and the board of managers of Uniloc USA Holdings shall wind up the affairs of Uniloc USA Holdings in accordance with Section 9.1 of the Uniloc USA Holdings LLC Agreement.

(e) For the avoidance of doubt, the Warrants and the Warrant Agreement shall not be amended, modified or terminated by this Termination Agreement and shall survive in accordance with their terms.

2. Mutual Release.

(a) In consideration of the covenants, agreements and undertakings of the parties hereto contained herein, each of Uniloc Entities, on behalf of itself and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors and assigns (collectively, "Uniloc Releasers") hereby releases, waives and forever discharges Fortress Entities and their respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors and assigns (collectively, "Fortress Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "Claims"), which any of such Uniloc Releasers ever had, now have, or hereafter can, shall, or may have against any of such Fortress Releasees arising out of or

in connection with any of the Notes, the Revenue Sharing Agreement, the Security Agreement, the Guaranty Agreement, the Account Pledge Agreement, the Patent License Agreement, the Patent Security Agreement, the Blocked Account Control Agreement (subject Section 1(d)(iii) of this Agreement) and the Uniloc USA Holdings LLC Agreement (other than the rights provided in Article 9 of the Uniloc USA Holdings LLC Agreement solely with respect to the Class A Member (as such term is defined in the Uniloc USA Holdings LLC Agreement)) (collectively, the “Released Agreements”); provided, that the foregoing release shall not apply to the Asset Purchase Agreement or to the transactions entered into by any of the parties hereto or their respective Affiliates in connection with the Asset Purchase Agreement. Each Uniloc Releasor understands that it may later discover Claims or facts that may be different from, or in addition to, those that it or any other Uniloc Releasor now knows or believes to exist regarding the subject matter of this release, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and any decision of any party hereto to enter into it and grant the release contained herein. Nevertheless, Uniloc Releasors intend to fully, finally and forever settle and release all Claims that now exist, may exist or previously existed, as set out in the release contained herein, whether known or unknown, foreseen or unforeseen or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Uniloc Releasors hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

(b) In consideration of the covenants, agreements and undertakings of the parties hereto contained herein, each of Fortress Entities, on behalf of itself and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors and assigns (collectively, “Fortress Releasors”) hereby releases, waives and forever discharges Uniloc Entities and their respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors and assigns (collectively, “Uniloc Releasees”) of and from any and all Claims which any of such Fortress Releasors ever had, now have, or hereafter can, shall, or may have against any of such Uniloc Releasees arising out of or in connection with any of the Released Agreements; provided, that the foregoing release shall not apply to (x) the Asset Purchase Agreement or to the transactions entered into by any of the parties hereto or their respective Affiliates in connection with the Asset Purchase Agreement or (y) any provision of any Released Agreement that survives the termination of such Released Agreement in accordance with its terms (including any provision for indemnification by any of Uniloc Releasees in favor of any of Fortress Releasors). Each Fortress Releasor understands that it may later discover Claims or facts that may be different from, or in addition to, those that it or any other Fortress Releasor now knows or believes to exist regarding the subject matter of this release, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and any decision of any party hereto to enter into it and grant the release contained herein. Nevertheless, Fortress Releasors intend to fully, finally and forever settle and release all Claims that now exist, may exist or previously existed, as set out in the release contained herein, whether known or unknown, foreseen or unforeseen or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Fortress

Releasors hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary in this Termination Agreement, the Revenue Sharing Agreement or the Uniloc USA Holdings LLC Agreement, this Section 2 shall apply to any taxes or similar fees, assessments or charges of Issuer, Uniloc Lux or Uniloc USA Holdings, which shall be solely the responsibility of Issuer, Uniloc Lux, Uniloc USA Holdings or Uniloc Aus, as applicable, from and after the date of this Termination Agreement.

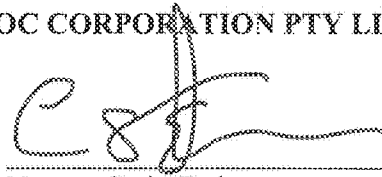
3. Representations and Warranties. Each party hereto hereby represents and warrants to the other parties hereto that (a) such party is duly incorporated or organized and validly existing under the laws of its jurisdiction of incorporation or formation, (b) such party has the full power and authority to execute and deliver this Termination Agreement, (c) this Termination Agreement has been duly and validly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms and (d) there are no claims, actions, suits, proceedings, inquiries, investigations or arbitrations by or before any governmental, regulatory, administrative, judicial or arbitral body pending or threatened (i) affecting such party or, if applicable, its officers or directors, in each case, in regards to their actions as they relate to any of the agreements terminated hereunder, (ii) to restrain or prevent the consummation of the transactions contemplated hereby or (iii) that might affect the right of such party to be party to the applicable agreements being terminated hereunder, nor is there any basis for any of the foregoing.

4. Miscellaneous.

(a) This Termination Agreement and all disputes or controversies arising out of or relating to this Termination Agreement are governed by the laws of shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS TERMINATION AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. Each of the parties hereto irrevocably agrees that any legal action or proceeding arising out of or relating to this Termination Agreement brought by any party hereto or its successors or assigns against another party hereto shall be brought and determined in the Court of Chancery of the State of Delaware; provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Termination Agreement and the matters contemplated hereby. Each of the parties hereto agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties hereto further agrees that notice as provided herein shall

UNILOC CORPORATION PTY LIMITED

By:



Name: Craig Etchegoyen

Title: CEO

[Signature Page to Payoff and Termination Agreement]

CF DB EZ 2017 LLC

By: _____

Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Payoff and Termination Agreement]

CF DB EZ LLC

By: _____
Name: **CONSTANTINE M. DAKOLIAS**
Title: **PRESIDENT**

[Signature Page to Payoff and Termination Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first written above.

FORTRESS CREDIT CO LLC

By: _____

Name:

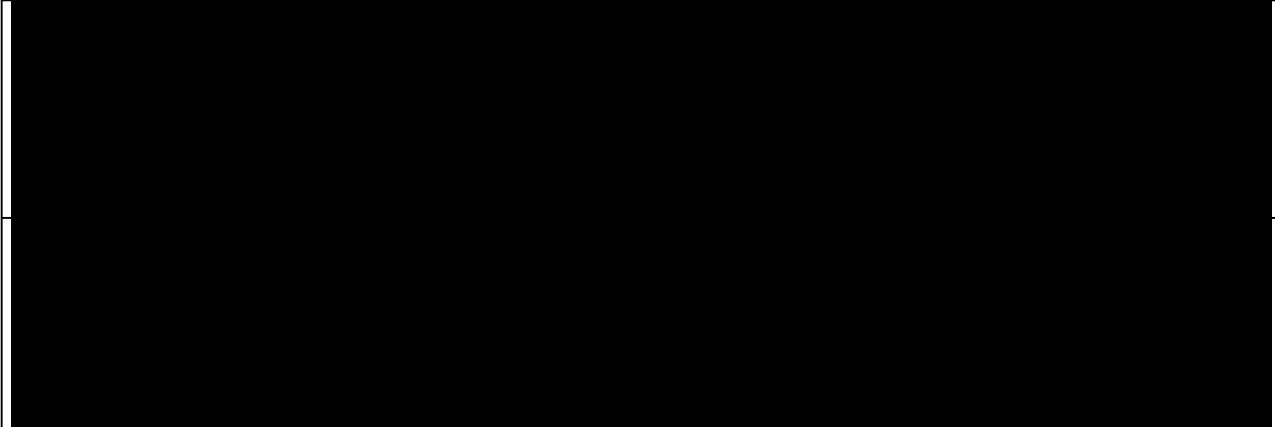
Title:

**CONSTANTINE M. DAKOLIAS
PRESIDENT**

[Signature Page to Payoff and Termination Agreement]

Schedule 1

Payment Instructions

Purchaser	Payoff Amount	Wire Instructions
 A large black rectangular redaction covers the entire body of the table, obscuring all data entries.		