

## SECURED PARTY'S BILL OF SALE

For good and valuable consideration, and in consideration of [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_]), the receipt of which is hereby acknowledged, **YA GLOBAL INVESTMENTS L.P.**, with an office located at 1012 Springfield Avenue, Mountainside New Jersey 07092, (the "**Secured Party**"), hereby sells, assigns, and transfers to [\_\_\_\_\_], a [\_\_\_\_\_], with a principal office at [\_\_\_\_\_] (the "**Purchaser**"), all right, title, and interest of NEOMEDIA TECHNOLOGIES, INC. (the "**Debtor**") in and to the personal property assets set forth on **Exhibit A** (collectively, the "**Purchased Assets**"), attached hereto and specifically incorporated herein by reference, in which the Secured Party has been granted a security interest by the Debtor and subject to the terms and conditions of this Secured Party's Bill of Sale.

The Purchaser and the Secured Party acknowledge and agree as follows:

1. This secured party's sale is made pursuant to, and subject to, the terms and conditions of that certain Purchase and Sale Agreement dated June 29, 2016 (the "**Purchase Agreement**"). *Capitalized terms used herein shall have the meaning provided in the Purchase Agreement.*

2. The Purchaser hereby acknowledges and agrees that the sale of the Purchased Assets is made **WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER** by the Secured Party or its agents, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, **THIS SECURED PARTY'S SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY, WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND TO THE EXTENT THERE ARE ANY (a) PATENTS, TRADEMARKS, COPYRIGHTS, OR APPLICATIONS FOR ANY OF THE FOREGOING, OR (b) CONTRACTS, LICENSES, OR OTHER SIMILAR AGREEMENTS INCLUDED IN THE PURCHASED ASSETS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ASSIGNABILITY OF ANY OF SUCH PURCHASED ASSETS OR THE VALIDITY OR ENFORCEABILITY THEREOF OR WHETHER SUCH PURCHASED ASSETS REMAIN IN EFFECT. FURTHERMORE, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.**

3. The Purchaser hereby further acknowledges and agrees that the sale of the Purchased Assets is also made without any representations or warranties by the Secured Party as to the validity, enforceability, priority, or perfection of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or access to, or any other matter concerning, the Purchased Assets. The Purchaser further acknowledges and agrees that the Secured Party is selling only those items of personal property listed on **Exhibit "A"**, in which the Secured Party has been granted a security interest by the Debtor, and not any items of leased property or other items in the possession of the Debtor but not owned by the Debtor (regardless of whether said items are included on **Exhibit "A"**).

4. The Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Purchased Assets and the status of title to the Purchased Assets, (ii) is acquiring the Purchased Assets **AS IS** and **WHERE IS, WITH ALL FAULTS**, (iii) has entered into this transaction after consultation with independent counsel of the Purchaser's own selection, (iv) is not relying upon any representation or warranty of the Secured Party in consummating this transaction, and (v) has all required licenses, permits, and/or regulatory approvals necessary (if any) to take possession of and/or title to the Purchased Assets and to hold the Purchased Assets in compliance with all federal, state, and local laws, rules and regulations.

5. Upon execution by the Purchaser of this Secured Party's Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to the Purchaser. The Purchaser further acknowledges and agrees that by accepting this Secured Party's Bill of Sale, the Purchaser shall be solely responsible for obtaining possession of the Purchased Assets, and for compliance with any and all applicable laws, rules, and regulations relating to the Purchased Assets, and that the Secured Party has performed all and singular of its obligations to the Purchaser in connection with this transaction.

6. The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Secured Party's Bill of Sale by the Secured Party shall be limited to the refund of all or a portion, as may be appropriate, of the Purchase Price actually paid by the Purchaser to the Secured Party. In no event shall the Secured Party ever be liable to the Purchaser (or the Purchaser's successors and/or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special, or punitive damages arising out of any breach by the Secured Party of the terms and conditions of this Secured Party's Bill of Sale or otherwise in any way relating to this transaction or the Purchased Assets.

7. The Purchaser, by accepting this Secured Party's Bill of Sale, agrees to comply with all federal, state, and local laws and regulations having force of law which apply to the Purchaser's removal of and use of the Purchased Assets sold under this Secured Party's Bill of Sale, and agrees to pay, or provide for payment of, all sales, use, personal property, transfer, or other taxes incident to this sale, conveyance, and disposition. The Purchaser hereby indemnifies and holds the Secured Party harmless from and against any and all liability, loss, cost, and expense incurred by the Secured Party arising in any manner whatsoever with respect to the Purchaser's removal and use of the Purchased Assets, or on account of sales and/or other taxes which are required to be paid by the Purchaser as transferee in connection with the disposition of the Purchased Assets contemplated hereby. The Purchaser hereby further specifically indemnifies and holds the Secured Party and its agents and affiliates harmless from and against any and all claims arising from or in connection with the use of the Purchased Assets. The Purchaser shall provide the Secured Party with prompt written notice of any claims which may be subject to the foregoing indemnities and/or any claims by third parties with respect to the transaction evidenced by this Secured Party's Bill of Sale.

8. This Secured Party's Bill of Sale shall inure to the benefit of, and be enforceable by, the Purchaser and the Secured Party and their respective successors and assigns.

9. This Secured Party's Bill of Sale is being delivered subject and pursuant to the terms and conditions of the Purchase Agreement, and the rights and obligations of the parties to the Purchase Agreement set forth therein and provisions thereof shall be neither limited, altered, or impaired nor enhanced or enlarged hereby or by performance hereunder. To the extent there is any conflict between the provisions of this instrument and the provisions of the Purchase Agreement, this Secured Party's Bill of Sale shall be controlling.

10. This Secured Party's Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Secured Party's Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of New York (without regard to any choice-of-law principles that would dictate the application of the laws of another jurisdiction) and is intended to take effect as a sealed instrument. This Secured Party's Bill of Sale may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Any signature delivered by facsimile transmission or PDF file shall be deemed to be an original signature hereto.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Secured Party has caused this Secured Party's Bill of Sale to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**YA GLOBAL INVESTMENTS, L.P.**

By: Yorkville Advisors, LLC,  
its Investment Manager

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

ACCEPTED AND AGREED TO:

[ \_\_\_\_\_ ]

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

EXHIBIT "A"  
(Purchased Assets)

To a Certain Secured Party's Bill of Sale Dated \_\_\_\_\_, 2016 By and Between YA Global Investments, L.P. and [\_\_\_\_\_].

All goods, equipment, inventory, contract rights, general intangibles, trademarks and trademark registrations, patents and patent applications, documents, instruments, chattel paper, accounts and other receivables and rights to payment, and licenses of NEOMEDIA TECHNOLOGIES INC., to the extent that YA Global Investments, L.P. has been granted a security interest in the same, provided, however, that the Debtor's right, title, and interest in and to that certain Settlement and License Agreement dated as of December 31, 2014 by and between the Debtor and Scanbuy, Inc., and all products and proceeds thereof, are specifically excluded.