

NOTICE OF DISPOSITION OF COLLATERAL

VIA OVERNIGHT DELIVERY

To: RC Global, Inc. ("Debtor")
1821 Empire Industrial Court, Suite F
Santa Rosa, CA 95403

From: D4C LLC ("Secured Party")

Name of Debtor: RC Global, Inc.

We will sell the assets described on Exhibit A attached hereto to the highest qualified bidder in public as follows:

Day and Date: August 26, 2022

Time: 11 A.M. PT

Place: 1000 Wilshire Boulevard, Main Lobby, Los Angeles, CA. 90017

If the proceeds of the disposition are insufficient to satisfy the secured obligations, Secured Party may seek (and is not waiving any right to seek) any unsatisfied secured obligations or other amounts from Debtor in accordance with California State Law, the Bankruptcy Code or from any other party who may be liable for such unsatisfied secured obligations or other amounts. Any excess proceeds from the disposition after the secured obligations are indefeasibly satisfied in full will be applied as provided by law.

The disposition shall be final and on an "AS IS, WHERE IS" basis and will be made without WARRANTY, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY AND AS TO FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT WARRANTY, EXPRESS OR IMPLIED AS TO ANY OTHER MATTER.

Secured Party reserves the right to postpone or continue the disposition to a later date, time and place, or to cancel the disposition. You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting by calling us at 213.891.5217.

Secured Party: D4C LLC

By: /s/
Name: Richard Ormond, attorney for D4C,

EXHIBIT A to NOTICE OF DISPOSITION OF COLLATERAL

ASSET(S) TO BE SOLD

All of the following property, whether Debtor now has or hereafter acquires any rights therein and wherever located:

- (a) All goods of Debtor, including without limitation, equipment, machinery, furniture, furnishings, fixtures, tools, supplies, molds, and motor vehicles of every kind and description; (b) All inventory of Debtor, including but not limited to, all merchandise, raw materials, parts, supplies, work in process, finished products intended for sale, rent, or lease, all packaging materials of every kind and description, and all crops, farms products and as-extracted collateral, including any returns upon any accounts; (c) All documents, instruments and chattel paper (whether tangible or electronic); (d) All accounts and all other rights to payment of money, including but not limited to contract rights, credit card receivables, health-care-insurance receivables, payment intangibles and letter of credit rights, together with all supporting obligations therefore; (e) All general intangibles including but not limited, software (whether owned or licensed), commercial tort claims, investment property, securities, inventions, designs, patents, trade names, trade marks, trade styles, trade secrets, copyrights, registrations, licenses, goodwill, tax refunds, customer lists and records of Debtor's business including, but not limited to, all ledger account cards, computer tapes, discs and other computer information; (f) All cash and deposit accounts; (g) All replacements, substitutions, renewals, returns, additions, accessions, rents, royalties, issues, documents of ownership and certificates of registration of and receipts of the foregoing; and (h) All proceeds and products of the foregoing, including without limitation, insurance proceeds.
- (b) All of Debtor's right, title and interest in, to and under all of its personal property, wherever located and whether now existing or owned or hereafter acquired or arising, including without limitation all cash, accounts receivable, securities, contracts, chattel paper, instruments, deposit accounts, documents, equipment, with the exception of secured financed equipment and vehicles, (including all fixtures), machinery, inventory, with the exception of Consigned Goods and Products, general intangibles (including patents, trademarks and other intellectual property of debtor), inventory, with the exception of Consigned Goods and Products, investment property, letter-of-credit rights and commercial tort claims, together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection therewith, and all products, with the exception of Consigned Goods and Products, proceeds (including insurance proceeds, with the exception of coverage for Consigned Goods and Products,) and supporting obligations of any and all of the foregoing (with paragraph (a), the "Collateral"). The Collateral shall include the Bizzy Bee equipment in all events.

Where applicable and except as otherwise defined herein, terms used herein that are defined in the California Uniform Commercial Code ("UCC") shall have the meanings assigned to them in the UCC.