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05/31/2012

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRO 4-16-12

RECOI
TR



103645186

RE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bekins Holding Corp
330 S. Mannheim Road
Hillisdale, IL 60162

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 2, 2012

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bekins Van Lines, Inc.

Internal

Address:

Street Address: 8010 Castleton Road

City: Indianapolis

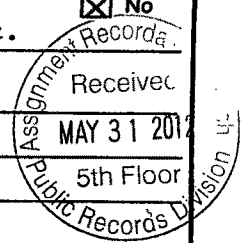
State: IN

Country: USA

Zip: 46240

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached sheet.

B. Trademark Registration No.(s)

See attached sheet.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached sheet.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: S. Andrew Burns

Internal Address: COX, SARGEANT & BURNS, P.C.

Street Address: 8440 Woodfield Crossing Blvd., #170

City: Indianapolis

State: IN

Zip: 46240

Phone Number: 317/469-4120

Fax Number: 317/469-4795

Email Address: aburns@coxsgelaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

fee ok

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

April 11, 2012

Date

S. Andrew Burns

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004794 FRAME: 0844

103643379

Re-531-12

EXHIBIT A
TO RECORDATION FORM COVER
SHEET - TRADEMARKS ONLY

April 11, 2012

Conveying Party: Bekins Holding Corp. Receiving party: Bekins Van Lines, Inc.

TRADEMARK LIST

	Description	Owner	Registration Number	Registration Date
1.	enCOMPASS & Design	Bekins Holding Corp.	3098033	5/30/2006
2.	TRUST GOES A LONG WAY	Bekins Holding Corp.	3151923	10/3/2006
3.	EXHIBIT CONFIDENCE	Bekins Holding Corp.	2550600	3/19/2002
4.	BEKINS WORLDWIDE SOLUTIONS	Bekins Holding Corp.	2762203	9/9/2003
5.	BEKINS TRADESHOW SERVICES	Bekins Holding Corp.	2455005	5/29/2001
6.	BEKINS (stylized)	Bekins Holding Corp.	0618004	12/20/1955
7.	BEKINS (stylized) for Tradeshows	Bekins Holding Corp.	2427605	2/6/2001
8.	BEKINS	Bekins Holding Corp.	0659670	3/25/1958
9.	THE NO EXCUSE MOVE	Bekins Holding Corp.	1200685	7/6/1982

Correspondence to:
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Fax: (317) 469-4795
aburns@coxsargelaw.com

ASSET PURCHASE AGREEMENT

by and between

**BEKINS VAN LINES, INC.,
an Indiana corporation,
("Buyer")**

and

**BEKINS HOLDING CORP.,
a Delaware corporation,**

**BEKINS VAN LINES OPERATIONS, LLC,
a Delaware limited liability company**

and

**BEKINS VAN LINES, LLC,
a Delaware limited liability company
(collectively, "Seller")**

April 2, 2012

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of April 2, 2012 ("Agreement") by and between **Bekins Van Lines, Inc.**, an Indiana corporation ("Buyer"), **Bekins Holding Corp.**, a Delaware corporation, ("Holding"), **Bekins Van Lines Operations, LLC**, a Delaware limited liability company ("Operations"), and **Bekins Van Lines, LLC**, a Delaware limited liability company ("Bekins") (Holdings, Operations and Bekins collectively referred to as "Seller").

RECITALS

A. Seller owns and operates a North American household goods business, as more specifically described in Section 5.4 below (the "Business"), and Seller owns all of the Assets, as hereinafter defined, used in connection with the Business.

B. Seller agrees to sell, transfer and assign all of the Assets to Buyer, and Buyer desires to purchase the Assets from Seller, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I.

Sale and Purchase of Assets; Assumption of Certain Liabilities

Section 1.1. Sale and Purchase of Assets by Buyer. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, free and clear of all claims, liens, restrictions, encumbrances or security interests of any nature whatsoever, all of Seller's right, title and interest in and to the following assets of the Business (the assets to be purchased hereunder being called the "Assets").

(a) Current Assets. All current assets set forth in Schedule 1.1(a) (the "Current Assets").

(b) Equipment. All trailers set forth on Schedule 1.1(b) and the inside van equipment located in such trailers, signage, vehicles, parts, tools and supplies (collectively, the "Equipment").

(c) Inventory. All materials, supplies and training materials used in connection with the Business, as well as all mementos, artifacts, keepsakes, archives and memorabilia created for, pertaining to, representing or memorializing the history of the Business.

(d) Contract Rights. All of Seller's rights under all leases, agreements and Contracts of Seller listed on Schedule 1.1(d) attached hereto (the "Assumed Contracts"), including, but not limited to, Seller's interest in agreements for moves to be packed, loaded

and/or moved after the Closing Date and the lease for the Leased Premises (as hereinafter defined).

(e) Intellectual Property. The names "Bekins," "Bekin Van Lines," "Bekins Trade Show" and all variations thereof; all registrations of trademarks and of other marks and applications for any such registrations; all copyrights, copyright registrations and applications therefor; all domain names, websites, e-mail accounts, and related rights; all license, royalty or other agreements relating to any of the foregoing; all claims and causes of action relating to any of the foregoing, including claims and causes of action for past infringement; and all inventions, concepts, ideas, discoveries, improvements, designs, developments, research, drawings, plans, methods, systems, specifications, data, works of authorship, know-how, trademarks, trade secrets and other intellectual property, whether or not protectable under the patent, trademark, copyright or other intellectual property laws of the United States or any state thereof or any other country, and all patent, trademark or copyright or other intellectual property applications and registrations relating thereto, and including the right to sue and collect damages (in law or in equity) for past and future infringements. all other intellectual property rights of any character or description (including, without limitation, unregistered patents, trademarks and other unregistered marks) (collectively, the "Intellectual Property").

(f) Books and Records. Copies of all books, records, files, data or databases, correspondence, memoranda, notes and other documents or papers and other evidence thereof relating to the Business including personnel and employment records (to the extent permitted by applicable law) relating to the Hired Employees (collectively, the "Books and Records").

(g) Goodwill. All goodwill and other intangible assets associated with the Business.

Section 1.2. Excluded Assets. Buyer shall not purchase, and Seller shall retain, all assets of Seller not specifically included in the definition of "Assets" (collectively, the "Excluded Assets"), including, without limitation:

(a) All cash, cash equivalents, investments, security deposits and accounts receivable (including agent-related, non-agent-related, owner operator-related and non-owner operator-related).

(b) Trade payables, accrued liabilities and deferred receivables (the "Current Liabilities") not listed on Schedule 1.3(a).

(c) All tangible personal property not set forth in Section 1.1 above, including, without limitation, all furniture, fixtures, furnishings, machinery, trailers not listed on Schedule 1.1(b), computer hardware, office equipment and other items of equipment of any nature whatsoever.

(d) Any other personal property owned by Seller, including, without limitation, the "training trailer" used in connection with the Business.

(e) All rights or obligations under all Contracts of Seller other than the Assumed Contracts, including, by way of illustration and without limitation, (i) any Contract representing indebtedness, (ii) any lease or other arrangements related to land, buildings or improvements to which Seller is a party and (iii) any employment agreements, Employee Plans (as hereinafter defined) or other employment related Contracts or arrangements.

(f) All stock or units of any of Seller's subsidiary companies.

(g) All operating authorities and Permits (as hereinafter defined) owned or held by Seller, including, without limitation, state and federal registrations that are necessary for the operation of the Business, as it exists on the Closing Date, and all rights related thereto.

(h) [reserved]

(i) All assets and liabilities related to Seller's Trade Show Division, as more specifically described in Schedule 1.2(i), but not including the names "Bekins Trade Show," "Bekins Trade Show Services" or any variation thereof.

(j) All income tax returns and related income tax records.

(k) Seller's charter, minute books, corporate and limited liability company records, and related documents.

(l) All rights that accrue or will accrue to Seller under this Agreement.

(m) All refunds or rights to refunds for any and all taxes paid by Seller.

(n) All rights to Seller's insurance policies.

Section 1.3. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date Buyer agrees to assume only (i) the Current Liabilities listed on Schedule 1.3(a) attached hereto and (ii) those liabilities and obligations arising out of or based upon Buyer's ownership and operation of the Assets from and after the Closing Date (and in particular, with respect to obligations under Assumed Contracts, only the obligations thereunder to the extent that such obligations are required pursuant to such Assumed Contracts to be performed after the Closing Date) (the liabilities identified in this Section 1.3(a) shall collectively be referred to as the "Assumed Liabilities").

(b) Buyer shall assume only the Assumed Liabilities described above. All other obligations, debts, Taxes (as hereinafter defined), operating expenses, rent, utilities and other liabilities of Seller of any kind, character or description, whether accrued, absolute, contingent or otherwise, shall not be assumed by Buyer and shall be retained by Seller. Without limitation of the foregoing:

(i) Buyer shall not assume, and Seller shall retain, all accounts payable and other current liabilities to the extent not listed on Schedule 1.3(a), and all loans, accounts and other amounts payable or to become payable by Seller, whether to financial institutions, officers, members, affiliates or otherwise to any other person.

(ii) Buyer shall not assume, and Seller shall retain, all liabilities and obligations of Seller in respect of all federal, state, local and foreign taxes, assessments, charges, duties and fees or similar charges of any kind whatsoever (whether imposed directly or through withholding), including, without limitation, all net income, gross income, gross receipts, excise, property, sales, use (or any similar taxes), transfer, franchise, payroll, withholding, social security, employment, environmental business license fees, or other taxes, including any interest, penalties and additions imposed with respect to such amounts, in each case with respect to the income, operations or assets (including, without limitation, the Assets) of Seller or the Business ("Taxes").

(iii) Buyer shall not assume, and Seller shall retain, all liabilities and obligations under any Contracts that are not Assumed Contracts. In particular, but without limitation, Buyer shall not assume any liabilities of Seller under, or be deemed a successor company to Seller in connection with any employment agreement, Employee Plan, collective bargaining agreement (except as included in the Assumed Contracts) or other employment related arrangement to which the present or former employees of Seller are or were entitled (including any severance arrangements), and Buyer shall not assume, and shall have no liability whatsoever for, any wages, salaries, bonuses, deferred compensation, pension obligations (including, without limitation, unfunded liabilities in any Employee Plan), retirement benefits, health and welfare fund contributions, workers' compensation coverage, vacation pay, sick leave, severance pay or any other compensation or employee benefits to which the present or former employees of Seller are or were entitled (including any COBRA obligations, notices, or benefits); shall have no obligation to employ any of Seller's employees in connection with or after the transactions contemplated hereby; and shall not be required to assume any collective bargaining agreements or other understandings or arrangements between Seller and any union or other person or organization purporting to represent the present or former employees of Seller (except to the extent included in the Assumed Contracts), or any employment agreements or understandings, written or oral, between Seller and any of its former or present employees.

(iv) Buyer shall not assume, and Seller shall retain, all liabilities and obligations relating in any manner to any of the Excluded Assets.

(v) Buyer shall not assume, and Seller shall retain, all liabilities and obligations that are imposed or levied by a Governmental Entity (as hereinafter defined), for any actions or issues of the Business that relate to any period prior to the Closing Date.

ARTICLE II.
Purchase Price; Closing; Adjustments

Section 2.1. Purchase Price. The aggregate purchase price for the sale and purchase of the Assets will be [REDACTED], subject to the adjustments set forth in Section 2.4 below (the "Purchase Price").

Section 2.2. Closing. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the sale and purchase of the Assets (the "Closing") shall take place simultaneously with the execution of this Agreement. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

Section 2.3. Closing Matters. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

- (a) Buyer shall deliver to Seller the Purchase Price as follows:
 - (i) Buyer shall deliver to Seller an amount specified by Seller to pay closing costs incurred by Seller, including, without limitation, any legal and other professional service fees, and certain other costs and expenses of Seller by wire transfer of immediately available funds to an account or accounts to be designated in writing by Seller.
 - (ii) Buyer shall deliver the Purchase Price, net of the amounts delivered pursuant to subsection (i), to an escrow account to be held in accordance with an Earnout Escrow Agreement in the form attached hereto as Exhibit A (the "Earnout Escrow Agreement") which will then be distributable to Seller pursuant to the earn-out provisions set forth in the Earnout Escrow Agreement.
- (b) Seller shall deliver to Buyer such bills of sale, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to Buyer, as shall be effective to vest in Buyer all of Seller's right, title and interest in and to the Assets and, simultaneously therewith, will take such steps as may be necessary to place Buyer in actual possession and operating control of the Assets.
- (c) Buyer shall deliver to Seller a license agreement, duly executed by Buyer, relating to Seller's use of the name "Bekins" in connection with Seller's trade show business in substantially the form attached hereto as Exhibit B (the "License Agreement").
- (d) Seller shall deliver to Buyer, duly executed by Seller, the License Agreement.
- (e) Seller and Buyer shall deliver to each other such other documents, certificates, instruments and writings required to be delivered pursuant to Article VII of this Agreement or otherwise required pursuant to this Agreement, or as reasonably requested by either Seller or Buyer.

Section 2.4. Adjustments.

(a) Advances. The Purchase Price shall be reduced by (i) any amounts advanced by Wheaton Van Lines, Inc. ("Wheaton"), as successor by assignment from [REDACTED] pursuant to the terms of a certain Forbearance Agreement dated on or about March 2, 2012 between Wheaton, as Lender, and Seller (and others) as borrower (the "Forbearance Agreement") for working capital or any other purposes and (ii) Wheaton's legal fees [REDACTED]

(b) Debt Payments. The Purchase Price assumes that, at the Closing, the Assets being purchased will be lien-free and debt-free except for the Permitted Liens and the Permitted Debt. Any amounts payable by Buyer to remove Liens (as hereinafter defined) on the Assets other than Permitted Liens, or pay any debt of Seller that is secured by the Assets other than Permitted Debt, shall be deducted from the Purchase Price. "Permitted Liens" shall mean the Liens in favor of Wheaton, [REDACTED] as detailed in the Forbearance Agreement. "Permitted Debt" shall mean the obligations of Seller as detailed in the Forbearance Agreement.

(c) Taxes. All transfer taxes, fees and duties under applicable law incurred in connection with the sale and transfer of the Assets under this Agreement will be borne and paid by Seller. Buyer may, at its option, elect to deduct any amounts payable for such taxes, fees or duties from the Purchase Price and pay them in lieu of Seller's payment.

Section 2.5. Allocation of Purchase Price. The Purchase Price shall be allocated as set forth on the attached Schedule 2.5. If the parties are unable to agree, such allocation shall be determined by a firm of independent certified public accountants which shall be selected by mutual agreement of the parties. Each party hereto agrees (a) to complete jointly and to file separately Form 8594 with its federal income tax return consistent with such allocation for the tax year in which the Closing occurs and (b) that no party shall take a position on any income, transfer, gains or other tax return, or before any Governmental Entity charged with the collection of any such Tax or in any judicial proceeding, that is in any manner inconsistent with the terms of any such allocation.

ARTICLE III.

Representations and Warranties of Sellers

Each Seller, jointly and severally, hereby represents and warrants to Buyer as follows:

Section 3.1. Organization and Qualification. Each Seller and each subsidiary of Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware or the applicable state of incorporation or organization and has all requisite corporate or limited liability company power and authority to own, lease and operate its properties and the Assets and to carry on its business as now being conducted. Seller, and each subsidiary listed in Schedule 3.1, is duly qualified to do business and in good standing in each jurisdiction identified on Schedule 3.1.

Section 3.2. Authority. Seller has all requisite corporate or limited liability company power and authority to execute and deliver this Agreement and each other agreement, instrument or document to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Related Agreements"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Seller Related Agreements by Seller, the performance of this Agreement and the Seller Related Agreements by Seller, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate or limited liability company action on the part of Seller and no other proceeding on the part of Seller is necessary to authorize this Agreement or the Seller Related Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon its execution and delivery by Seller, each Seller Related Agreement will constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

Section 3.3. No Conflict; Required Filings and Consents.

(a) Except as set forth in Schedule 3.3(a), the execution and delivery of this Agreement and the Seller Related Agreements by Seller do not, and the performance of this Agreement and the Seller Related Agreements by Seller and the consummation of the transactions contemplated hereby and thereby will not, (i) conflict with or violate the articles of incorporation or organization, operating agreement or bylaws, in each case as amended or restated, of Seller, (ii) conflict with or violate any United States federal, state, local or foreign law applicable to Seller or by or to which any of its properties or assets is bound or subject (iii) result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any lien, encumbrance, security interest, mortgage, pledge, claim, option or restriction of any kind whatsoever (collectively, "Liens") on any of the Assets pursuant to, any agreement, lease, license, Contract, note, mortgage, indenture, arrangement or other obligation (collectively, "Contracts") to which any Seller is a party or by which any of the Assets or the Business is bound; or (iv) violate, directly or indirectly, any judgment, decree, injunction or other order to which Seller is subject.

(b) Except as set forth in Schedule 3.3(b), the execution and delivery of this Agreement and the Seller Related Agreements by Seller and the performance of this Agreement and the Seller Related Agreements by Seller and the consummation of the transactions contemplated hereby and thereby will not require Seller to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any court, administrative agency or commission or other governmental entity, authority or instrumentality, whether foreign or domestic (a "Governmental Entity"), or any third party. Schedule 3.3(b) includes, without limitation, a listing of any consents required to permit Seller to validly assign the Assumed Contracts to Buyer.

Section 3.4. Financial Statements.

(a) Attached hereto as Schedule 3.4(a) are: (i) Seller's audited financial statements for the years ended December 31, 2008, 2009, and 2010, and (ii) Seller's unaudited financial statements for each monthly period during 2011 (collectively, the "Seller Financial Statements"). Each of the Seller's Financial Statements (including any related notes thereto) fairly presents the financial position of Seller at the respective dates indicated therein and the results of operations of Seller for the periods set forth therein.

(b) Except as set forth in the Seller Financial Statements or Schedule 3.4(b), Seller is not subject to any liability or obligation (whether direct or indirect, accrued, fixed, contingent or otherwise), other than current liabilities and obligations incurred in the ordinary and usual course of business consistent with past practice.

Section 3.5. [reserved].

Section 3.6. Warranty of Title. Except as set forth in Schedule 3.6, Seller is the true and lawful owner of, and owns all right, title and interest in and to, all of the Assets, free and clear of all Liens. Upon the sale of the Assets to Buyer pursuant to this Agreement, (a) all right, title and interest in and to all of the Assets, free and clear of all Liens other than Permitted Liens, will pass to Buyer on the Closing Date and (b) all of the Assumed Contracts included in the Assets shall be validly assigned to Buyer and, except to the extent thereafter amended by Buyer, Buyer shall have all of the rights and privileges thereunder after the Closing Date to the same extent as though Buyer was the original party thereto. Except as set forth in Schedule 3.6, no person has any right to assert any Lien in any amount against any of the Assets.

Section 3.7. Equipment and Leased Premises.

(a) Schedule 3.7(a) sets forth a true, correct and complete list of all of the Equipment (other than immaterial items of Equipment such as stationery, office supplies and the like) as of the date of this Agreement.

(b) Except as set forth in Schedule 3.7(b), all of the Equipment and the buildings, plants, improvements, structures, machinery and other equipment and tangible assets of Seller comprised in the Assets (i) are structurally sound, are in good operating condition and repair (subject to ordinary wear and tear and routine maintenance in the ordinary course of business) and are adequate for the uses to which they are being put in the Business, (ii) together with any leased equipment referred to in Section 3.9 below, constitutes all of the equipment necessary and sufficient for the continued conduct of the Business by Buyer after the Closing in a similar manner as conducted prior to the Closing and (iii) are reflected on the Seller Financial Statements.

Section 3.8. Affiliate Arrangements. Except as set forth in Schedule 3.8, no current or former director, officer, manager, member or employee of any Seller or any of their affiliates, or any affiliate or associate of any such director, officer, manager, member or employee is a party to any Contract or other commitment related in any way to the Business or the Assets to which any Seller or any of the subsidiaries is a party or by which any of the properties or assets of

the Business (including, without limitation, the Assets) is bound, or has an interest in any of the Assumed Contracts or other Assets.

Section 3.9. Contracts; Equipment Leases.

(a) Except as set forth in Schedule 3.9(a), the Assumed Contracts constitute all of the Contracts to which Seller is a party that relate in any way to the Business or the Assets. True, correct and complete copies of all of the Assumed Contracts, in each case as amended through the date hereof, have been delivered to Buyer. Except as set forth in Schedule 3.9(a), each of the Assumed Contracts is valid, binding and enforceable in accordance with its terms and there is not any existing default or event of default, or any event which, with or without notice or lapse of time or both, would constitute a default under any Assumed Contract by Seller or, to the knowledge of Seller, by any other party thereto.

(b) In addition, with respect to each Assumed Contract that is a lease of equipment or other personal property, except as set forth in Schedule 3.9(b), (i) such lease creates a valid leasehold interest in all property purported to be leased thereunder, (ii) all rent and other required payments have been timely paid by Seller through the date hereof, (iii) Seller is in possession and quiet enjoyment of all of such property, (iv) such property is in good operating condition and repair (subject to ordinary wear and tear and routine maintenance in the ordinary course of business) and is adequate for the uses to which it is being put in the Business, and (v) subject to any notice or required consent of the lessor listed in Schedule 3.3(b), Seller has the right to assign such lease to Buyer hereunder and, upon such assignment, Buyer will have all rights of the lessee thereunder for its own use and benefit for the remaining term of such lease and any renewals thereof.

Section 3.10. Certain Matters Relating to the Leased Premises. The Leased Premises constitute all land and other real property, buildings, structures or improvements used by Seller in connection with the Business. "Leased Premises" shall mean all land, buildings and improvements located at 330 South Mannheim Road, Hillside, Illinois.

(a) Seller is not bound by any Contract, or subject to any restriction imposed by any Governmental Entity, or subject to any legal requirement, which could restrict or interfere with the use or ownership of the Leased Premises as currently used or which could limit or restrict or otherwise adversely affect the Leased Premises, other than laws of general application to the Business and the Leased Premises.

(b) The Leased Premises comply in all material respects with all applicable laws, rules and regulations, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements, all applicable standards of the National Board of Fire Underwriters and the Americans With Disabilities Act of 1990. The Leased Premises are in compliance in all material respects with all applicable zoning requirements and the use of the Leased Premises for the operation of the Business are a permitted or legally established use under applicable zoning requirements.

(c) The buildings, structures, fixtures, dependencies and other improvements on the Leased Premises are of good workmanship and materials, fully equipped and operational, free from structural defects, clean, orderly and sanitary and in good operating condition and repair, subject to normal wear and tear, and are adequate for the uses to which they are being put, and none of such improvements is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

(d) No condemnation or eminent domain proceedings affecting the Leased Premises have been commenced or, to the knowledge of Seller, are contemplated.

Section 3.11. Environmental Matters.

(a) As used in this Agreement:

(i) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended.

(ii) "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes considered as such by any Governmental Entity or is otherwise regulated or subject to liability under the laws, rules or regulations of any such jurisdiction, and includes, without limitation, any material or substance that is or becomes defined as "hazardous substance," "pollutant," "contaminant," "toxic chemical," "hazardous material," "toxic substance," or "hazardous chemical" under any Hazardous Materials Law. Without limiting the generality of the foregoing, the term "Hazardous Material" includes, without limitation, any substance containing petroleum or any derivative of petroleum.

(iii) "Hazardous Materials Laws" means (A) CERCLA; (B) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; (C) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; (D) the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; (E) the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; (F) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; (G) the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq.; (H) the Clean Air Act, 42 U.S.C. Section 7401 et seq.; (I) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.; (J) regulations promulgated under any of the above statutes; and (K) any applicable federal, state or local statute, ordinance, rule or regulation that relates to environmental conditions, human health, industrial hygiene or Hazardous Materials, in each case, as amended.

(b) Except as set forth in Schedule 3.11(b), (i) neither Seller nor any current or previous owner, tenant, occupant, operator or user of the Leased Premises, has released, discharged, or disposed of any Hazardous Materials on, under, in or about the Leased Premises and (ii) no underground tanks or underground deposits of Hazardous Materials exist or formerly existed on, under, in or about the Leased Premises.

(c) Except as set forth in Schedule 3.11(b), Seller has and any current or previous owner, tenant, occupant, operator or user of any Leased Premises has, kept and maintained the Leased Premises, including, without limitation, the groundwater on or under the Leased Premises, and conducted its business in compliance with all applicable Hazardous Materials Laws.

(d) Except as set forth in Schedule 3.11(b), there are no (i) enforcement, clean-up, removal, mitigation or other governmental or regulatory actions instituted, or contemplated or threatened pursuant to any Hazardous Materials Laws concerning or dealing with the Leased Premises or the Business, (ii) claims made or threatened by any third party, including any Governmental Entity, against Seller, or, to the knowledge of Seller, any current or previous owner, tenant, occupant, operator or user of the Leased Premises, or the Leased Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials, (iii) occurrences or conditions at the Leased Premises, at any other property, or associated with the business of Seller which could give rise to any such governmental or regulatory action or third-party claim, or (iv) occurrences or conditions at the Leased Premises which could subject Seller or the Leased Premises to any restrictions on ownership, occupancy, transferability or use of the Leased Premises under any Hazardous Materials Laws.

Section 3.12. Agent, Customer and Supplier Relationships. Except as set forth in Schedule 3.12, Seller is not in breach of any agreement with an agent, customer or supplier.

Section 3.13. Intellectual Property. Schedule 3.13 sets forth a true, correct and complete list of all of the Intellectual Property that is registered or otherwise the subject of any filing with any Governmental Entity (other than charter documents, qualifications to do business and other similar documents filed with the secretaries of state or similar officials of any jurisdiction). Except as set forth in Schedule 3.13, (a) Seller is the true and lawful owner of, and owns all right, title and interest in and to, all of the Intellectual Property, free and clear of all Liens, (b) the use and registration of the Intellectual Property do not infringe any rights of any other person and are not being infringed by any other person and (c) there is no action, suit or proceeding pending or, to the knowledge of Seller, threatened, by or against Seller regarding the ownership of, or rights to sell or use, any of the Intellectual Property.

Section 3.14. Permits. Except those Permits the absence of which would not have a material adverse effect on the business or operations of Seller, Seller possesses all licenses, permits and other authorizations from Governmental Entities required by applicable provisions of laws (collectively, "Permits"), necessary for the operation of the Business, all of which are in full force and effect and are listed in Schedule 3.14.

Section 3.15. Compliance with Law.

(a) Except as set forth in Schedule 3.15(a), Seller is in compliance with the terms and conditions of all of the Permits and all laws, rules, regulations and orders applicable to Seller, the Assets or the Business; and Seller has not received any written notification that Seller or any of its business practices is in violation of any Permit or any such law, rule, regulation or order. All Contracts with the Seller's independent owner

operators are in compliance with the Federal Leasing Regulations, 49 CFR § 370.1 et seq and are otherwise not in violation of the IRS regulations governing independent contractors.

(b) Except as set forth in Schedule 3.11(b), Seller is, and has at all times been, in compliance with, and conformity to, all federal, state and local laws and implementing regulations, now or hereafter effective, relating to pollution or protection of the environment, including laws or regulations relating to or permitting emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation ambient air, surface water, ground water, or land), or to the processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, industrial wastes, or hazardous substances (collectively, "Environmental Laws"). Except as set forth on Schedule 3.11(b), Seller has not received any order or notice of violation or claim of violation of any Environmental Laws.

(c) Seller has credited the owner operator escrow with interest as required by applicable federal regulation.

Section 3.16. Absence of Litigation. Except as set forth in Schedule 3.16, (i) there is no claim, action, suit, proceeding or investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), including, without limitation, those by or before any Governmental Entity pending or, to the knowledge of Seller, threatened against Seller, or any of its Agents or owner operators, and (ii) Seller, and to its knowledge, any of its Agents or owner operators is/are not a party or subject to or in default under any judgment, order or decree of any Governmental Entity, or any settlement agreement.

Section 3.17. Insurance. Schedule 3.17 sets forth a true, correct and complete list of all liability, fire, casualty, fidelity, workers' compensation and other insurance policies currently held by or on behalf of Seller, and a description of any self-insurance arrangements by or affecting Seller, including any reserves established thereunder. Such policies are in amounts deemed to be adequate by Seller and are sufficient for compliance with all requirements of Governmental Entities and Contracts to which Seller is subject. Except as set forth on Schedule 3.17, all of such policies are in full force and effect, all premiums with respect thereto are currently paid and Seller has received no notice of cancellation or other notice that any such policy will not be renewed.

Section 3.18. Taxes.

(a) As used in this Agreement:

(i) "Audit" means any audit, assessment of Taxes, examination or other proceeding by the IRS or any other Governmental Entity responsible for the administration of any Taxes, proceeding or appeal of such proceeding relating to Taxes.

(ii) "Code" means the Internal Revenue Code of 1986, as amended.

(iii) "IRS" means the Internal Revenue Service of the United States.

(iv) "Tax Returns" means all federal, state, local and foreign tax returns, declarations, estimates, statements, reports, claims for refund, schedules, forms, and information returns and other documents (including any related supporting information) and any amended Tax Return filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws relating to any Tax.

(b) Except as set forth in Schedule 3.18(b), (i) all Tax Returns required to be filed on or prior to the Closing Date have been duly and timely filed, each such Tax Return has been prepared in compliance with all applicable laws, and all such Tax Returns are true, accurate and complete in all respects and (ii) all Taxes have been duly paid on a timely basis, except for Taxes not yet due and payable for which adequate reserves have been established in accordance with GAAP.

(c) Except as set forth in Schedule 3.18(c), (i) no Tax Return is currently under Audit by any taxing authority and no notice of any such Audit has been received, (ii) no deficiencies for any Taxes have been proposed, asserted or assessed by any taxing authority with respect to liabilities for Taxes which have not been fully paid or finally settled and (iii) an adequate reserve in accordance with GAAP has been established in the Seller Financial Statements with respect to any Taxes which may successfully be proposed, assessed or asserted. There are no outstanding agreements or waivers extending the statute of limitations applicable to any taxable year or Tax Return of Seller.

(d) Except as set forth in Schedule 3.18(d), Seller has complied with all withholding Tax requirements and procedures and, in the case of social security, unemployment, employee payroll and withholding Taxes, has withheld amounts from its employees and, with respect to such employees, has filed all Tax Returns regarding employee income Tax withholding and social security, unemployment Taxes and all other payroll Taxes in compliance with applicable Tax withholding provisions and has made all required remittances in respect of such amounts withheld.

(e) During the five (5) years preceding the date hereof, there has been no change in any method of accounting utilized by Seller that would require any adjustment to taxable income pursuant to the Code (or any similar or corresponding provision of state, local or foreign law), and neither the IRS nor any other Governmental Entity has proposed any such adjustment or change in the method of accounting.

Section 3.19. Benefit Plans.

(a) As used in this Agreement:

(i) "Employees" means the employees or former employees of Seller.

(ii) "Employee Plans" means any pension, retirement, profit-sharing, deferred compensation, stock purchase, stock option, bonus or other incentive plan, any program, arrangement, agreement or understanding relating to or otherwise affecting the delivery of medical, dental or other health benefits to Employees, any life insurance, accident, disability, workers' compensation, severance or separation

plan, or any other employee benefit plan, including, without limitation, any Plan, and, with respect to all of the above, to which Seller contributes or is a party or is bound or under which it may have liability and under which Employees are eligible to participate or derive a benefit.

(iii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor statute.

(iv) "Plan" means any employee benefit plan (as defined in Section 3(3) of ERISA) maintained, contributed to or required to be contributed to by Seller.

(b) Schedule 3.19(b) sets forth a true, correct and complete list of all of the Employee Plans. Seller has delivered to Buyer true and complete copies of all of the Employee Plans, each as amended and in full force and effect. Each such Employee Plan covers only current employees who are employed by Seller (or former employees or beneficiaries with respect to service with Seller).

(c) Schedule 3.19(c) sets forth a true, correct and complete list of each Employee Plan that is subject to Title IV of ERISA ("Defined Benefit Plans") which Seller or any entity which is under common control with Seller, within the meaning of Section 4001(b) of ERISA (each, an "ERISA Affiliate"), maintains or has maintained during the five (5) years preceding the date hereof. Neither Seller nor any ERISA Affiliate has, at any time during the five (5) years preceding the date hereof, terminated or withdrawn from a Defined Benefit Plan. Benefits payable under the Defined Benefit Plans are determined by years of service and not final average compensation.

(d) Seller does not have any accumulated funding deficiency (within the meaning of ERISA and the Code), whether or not waived, with respect to any Defined Benefit Plan previously or currently maintained by it or to which it has contributed. The fair market value of assets together with the minimum contribution payable for the current and most recent plan years for each Defined Benefit Plan equals the present value of benefit liabilities on a termination basis.

(e) Neither Seller nor any ERISA Affiliate contributes to, is obligated to contribute to, has contributed to, or has been obligated to contribute to, and none of the Employees is a participant in, any multiemployer plan, within the meaning of Section 4001(a)(3) or Section 3(37) of ERISA. In addition, neither Seller nor any ERISA Affiliate maintains or has ever maintained or contributed to any plan subject to Title IV of ERISA with respect to any of the Employees.

(f) All of the Employee Plans which are subject to Section 4980B of the Code are in compliance in all respects with the requirements of such Section.

(g) Each Employee Plan is, and its administration is and has been since inception, in all respects in compliance with, and Seller has not received any written claim or notice, and is not aware of any claim or notice, that any such plan is not in compliance with, all applicable laws, including the requirements of ERISA, the Age Discrimination in Employment Act, the Equal Pay Act and Title VII of the Civil Rights Acts of 1964. Each

Employee Plan intended to be qualified under Section 401(a) of the Code has received a favorable determination letter (or is entitled to rely on an IRS opinion letter with respect to such Plan under applicable IRS guidance) as to such qualification, has been amended to meet the requirements of such Section applicable since such determination or remains within the remedial amendment period for such amendments, and has been operated in compliance with the requirements of Section 401(a) of the Code. Each Employee Plan intended to meet the requirements of Section 401(k) or Section 125 of the Code is in compliance with all requirements of such Sections as are applicable to such Plan.

(h) Seller is not in default in performing any of its contractual obligations under any Employee Plan or any related trust agreement or insurance Contract. Except as set forth on Schedule 3.19(h), all contributions and other payments required to be made to any Employee Plan have been made, or reserves adequate for such contributions or other payments have been set aside therefor. Seller has paid all liabilities for insurance premiums for benefits provided on or prior to the Closing Date under the insured Employee Plans and has paid all amounts due prior to the Closing Date as contributions under each Employee Plan that is a pension plan within the meaning of Section 3(2) of ERISA. There are no outstanding liabilities under any Employee Plan other than liabilities for benefits to be paid in the ordinary course to participants in such Plan and their beneficiaries.

(i) No event has occurred, and there exists no condition or set of circumstances in connection with any Employee Plan, under which Seller could be subject to any risk of liability under ERISA Sections 409, 502(i), or 502(l), ERISA Title IV, or Section 4975 of the Code.

(j) No transaction under any Contract will result in liability to the Pension Benefit Guaranty Corporation (the "PBGC") or any other entity under Section 4062, 4063, 4064 or 4069 of ERISA or Subtitle E of Title IV of ERISA, or otherwise, with respect to Seller or any entity under common control with Seller, within the meaning of Section 4001(b) of ERISA, and no event or condition exists or has existed which could result in any such liability with respect to Seller or any such entity.

(k) No benefit under any Employee Plan will be established or become accelerated, vested or payable by reason of any transaction contemplated by this Agreement or any Seller Related Agreement.

(l) There are no pending or, to the knowledge of Seller, threatened claims by or on behalf of any Employee Plan, by any person covered thereby or otherwise, which allege violations of law which could reasonably be expected to result in liability of any Employee Plan or any fiduciary thereof, nor is there any basis for such a claim.

(m) No reportable event, within the meaning of Section 4043(b) of ERISA, as to which the requirements of Section 4043(a) of ERISA have not been waived by the PBGC, has occurred with respect to any Employee Plan.

(n) None of the Plans that are welfare plans, within the meaning of Section 3(i) of ERISA, provides for any retiree benefits, and Seller has no obligation to provide health

care coverage for any former Employees or dependents, relatives or beneficiaries of former Employees, other than continuation coverage mandated under Section 4980B of the Code or any comparable law.

Section 3.20. Labor Matters.

(a) Schedule 3.20(a) sets forth a true, correct and complete list of all current Employees.

(b) Except as set forth in Schedule 3.20(b), Seller has complied in all material respects with (i) all applicable laws respecting employment and employment practices, terms and conditions of employment, wages and hours of work and occupational safety and health, including, without limitation, any such laws respecting employment discrimination, and (ii) all of Seller's employment policies. Except as set forth on Schedule 3.20(b), Seller is not engaged in any unfair labor practice as defined in the National Labor Relations Act or other applicable law and is not subject to any investigations concerning its employment practices.

(c) Except as set forth in Schedule 3.20(c), no union or labor organization claims to represent the Employees and Seller does not have any knowledge of any current union organizing activities among the Employees, nor does any question concerning representation exist concerning such Employees. There is no unfair labor practice charge or complaint against Seller pending or, to the knowledge of Seller, threatened before the National Labor Relations Board or any comparable state, local or foreign agency, and there is no labor strike, dispute, slowdown, stoppage or lockout actually pending or, to its knowledge, threatened against or directly affecting Seller and during the past five (5) years there has not been any such action.

(d) Except as set forth in Schedule 3.20(d), Seller is not a party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to the Employees. No such agreement restricts Seller from relocating or closing any operations.

(e) Except as set forth in Schedule 3.20(e), Seller is not delinquent in payments to any Employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to the date hereof or amounts required to be reimbursed to such Employees.

(f) Except as set forth in Schedule 3.20(f), there are no employment contracts or agreements for a specified duration, agreements providing for severance or other benefits in the event of termination, or agreements establishing a standard of just cause for dismissal between Seller and any of the current or former Employees.

(g) Seller has delivered to Buyer a true and complete copy of its severance policies applicable to the Employees. Except as set forth in such severance policies, upon termination by Seller of the employment of any of the Employees after the Closing Date, neither Seller nor Buyer will be liable, directly or indirectly, to any of the terminated

Employees for severance pay or other severance benefits, whether by policy, benefit plan, practice or Contract.

(h) Except as set forth in Schedule 3.20(h), there are no complaints, charges, lawsuits or other proceedings pending or, to the knowledge of Seller, threatened by or before any Governmental Entity by or on behalf of any present or former Employee, any applicant for employment or classes of the foregoing alleging breach of any express or implied contract of employment, any law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship. There is no grievance or arbitration proceeding arising out of or under collective bargaining agreements or other grievance procedures pending or, to the knowledge of Seller, threatened, and no claims therefor exist. Seller has received no notice of the intent of any Governmental Entity responsible for the enforcement of labor or employment laws to conduct an investigation with respect to or relating to Seller and no such investigation is in progress.

(i) Seller is in full compliance with the requirements of the WARN Act. Since the enactment of the WARN Act, except in contemplation of the consummation of the transactions contemplated hereby, Seller has not effectuated (i) a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility used in connection with its business; or (ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility used in connection with its business; nor has Seller been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local law.

(j) Schedule 3.20(j) lists all outstanding or threatened worker's compensation or unemployment claims, as well as all such claims filed against Seller in the past three (3) years.

Section 3.21. [reserved].

Section 3.22. Brokers. No broker, finder or investment banker, including any manager, officer, employee, affiliate or associate of Seller, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Seller or any of its affiliates.

Section 3.23. No Misleading Statements. This Agreement (including the Schedules hereto) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein (or in any such Schedule), in light of the circumstances under which they were made, not misleading.

ARTICLE IV.
Representations and Warranties of Buyer

Buyer hereby represents and warrants to Seller as follows:

Section 4.1. Organization and Authority. Buyer is an Indiana corporation duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to execute and deliver this Agreement and each other agreement, instrument or document to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Related Agreements"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each Buyer Related Agreement by Buyer, the performance of this Agreement and each Buyer Related Agreement by Buyer and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Buyer and no other proceeding on the part of Buyer is necessary to authorize this Agreement or the Buyer Related Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon its execution and delivery by Buyer, each Buyer Related Agreement will constitute the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

Section 4.2. No Conflict; Required Consents and Approvals.

(a) The execution and delivery of this Agreement and each Buyer Related Agreement by Buyer do not, and the performance of this Agreement and each Buyer Related Agreement by Buyer and the consummation of the transactions contemplated hereby and thereby will not, (i) conflict with or violate the articles of incorporation or bylaws of Buyer, (ii) conflict with or violate any United States federal, state, local or foreign law applicable to Buyer or by or to which any of its properties or assets is bound or subject or (iii) result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default) under, any Contracts to which Buyer is a party or by which any of its properties or assets is bound.

(b) The execution and delivery of this Agreement and the Buyer Related Agreements by Buyer do not, and the performance by Buyer of this Agreement and the Buyer Related Agreements and the consummation of the transactions contemplated hereby and thereby will not, require Buyer to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any court, administrative agency or commission or other Governmental Entity, or any third party.

Section 4.3. Brokers. No broker, finder or investment banker, including any manager, officer, employee, affiliate or associate of Buyer, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Buyer or any of its affiliates.

ARTICLE V.
Covenants and Agreements

Section 5.1. Confidentiality. The terms and existence of this Agreement will remain confidential. No party to this Agreement will disclose to any third party any of the terms of this Agreement except to such party's attorneys, accountants and other professional advisors, without the prior written consent of the other parties to this Agreement, unless required, in the opinion of legal counsel, to be disclosed by law, in which case the parties will discuss the terms of such disclosure prior to its release. Each party to this Agreement shall be responsible for ensuring that its agents and representatives comply with this Section.

Section 5.2. Further Assurances. At any time and from time to time after the Closing, Seller shall, at the reasonable request of Buyer and at Seller's expense and without further consideration, execute and deliver any further deeds, bills of sale, endorsements, assignments and other instruments of conveyance and transfer, and take such other actions as Buyer may reasonably request in order (a) to more effectively transfer, convey, assign and deliver to Buyer, and to place Buyer in actual possession and operating control of, and to vest, perfect or confirm, of record or otherwise, in Buyer all right, title and interest in, to and under the Assets, (b) to assist in the collection or reduction to possession of any and all of the Assets or to enable Buyer to exercise and enjoy all rights and benefits with respect thereto, or (c) to otherwise carry out the intents and purposes of this Agreement. In the case of rights (including, without limitation, under any Assumed Contract) which cannot be transferred effectively without the consent of third parties, Seller shall use its best efforts to obtain such consent and to assure to Buyer the benefits thereof during the respective terms thereof.

Section 5.3. Books and Records. On the Closing Date, Seller shall deliver to Buyer all of the Books and Records, at Seller's expense. However, if at any time after the Closing Date, Seller or Buyer discovers any other Books and Records that have not been delivered to Buyer, Seller shall promptly deliver them to Buyer. Each of Seller and Buyer shall preserve until the third (3rd) anniversary of the Closing Date all books and records possessed or to be possessed by such party relating to any of the Assets, Assumed Liabilities or the Business prior to the Closing Date. After the Closing Date, such party shall provide the other party and its representatives with access, upon reasonable prior written request, during regular business hours, to (a) the officers and employees of such party and (b) the books of account and records of such party, but, in each case, only to the extent relating to the Assets, Assumed Liabilities or the Business prior to the Closing Date; provided, however, the foregoing right of access shall not be exercisable in such a manner as to interfere unreasonably with the normal operations and business of such party. Such records may nevertheless be destroyed by a party if such party sends to the other party written notice of its intent to destroy records, specifying with particularity the contents of the records to be destroyed. Such records may then be destroyed after the sixtieth (60th) day after such notice is given unless the other party objects to the destruction, in which case the party seeking to destroy the records shall deliver such records to the objecting party at the cost and expense of the objecting party.

Section 5.4. Covenant Not to Compete.

(a) Seller agrees that, for a period of time from the Closing Date through five (5) years after the Closing Date, Seller shall not, except with the prior written consent of the Buyer:

(i) directly or indirectly, either alone or in conjunction with any other individual, entity or other person, whether as a stockholder, partner, member, manager, director, joint venturer, investor, consultant or in any other capacity whatsoever, carry on or be in any manner connected with any other person or entity carrying on a similar Business anywhere within the geographic area in which the Business was carried on at any point during the two (2) year period prior to the Closing Date. For clarification purposes, the parties agree that (A) the "Business" shall constitute the interstate and international transportation of household goods which are (1) the personal effects and property used or to be used in a dwelling of individuals moving as individuals or under contracts with national accounts, government and military; (2) furniture, fixtures, equipment, and the property of stores, offices, museums, institutions, hospitals, or other establishments when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, and (3) high value products consisting of articles including objects of art, displays, and exhibits which because of the unusual nature or value require specialized handling and equipment utilizing a system of agents under contract with Seller throughout North America; and (B) the "Business" shall not include any activities of Seller related specifically to the conduct of its "Trade Show Division";

(ii) directly or indirectly use or disclose any Confidential Information (as hereinafter defined) or trade secrets, as defined by Indiana law, belonging to Buyer, originally or as a result of the sale of Assets hereunder; or

(iii) disparage Buyer or any of its managers, officers, employees, agents or members.

(b) This Section 5.4 shall be binding upon any successor to Seller after the Closing Date (whether by merger, consolidation, purchase of capital stock or purchase of all or substantially all assets).

(c) Seller agrees that the terms of this Section 5.4 are reasonable with respect to their duration, geographical area and scope, that money damages would not be a sufficient remedy for any breach of the terms of this Section 5.4 and that, in addition to all other remedies available hereunder or otherwise, Buyer shall be entitled to equitable relief, including temporary and permanent injunctive relief (without any requirement to post any bond or other security), in the event of any such breach, and that Seller shall not oppose the granting of such relief. In the event of any breach of any covenant set forth in this Section 5.4, the duration of all covenants set forth in this Section 5.4 shall be automatically extended by the period of the duration of such breach, including an extension for the period from the first breach until an injunction is issued enjoining such breaching conduct. In addition to all other relief to which Buyer shall be entitled, Buyer shall be entitled to recover from Seller all litigation costs and attorneys' fees incurred by Buyer in any action or proceeding relating to this Section 5.4 in which Buyer prevails in any respect, including, without limitation, any action or proceeding in which Buyer seeks enforcement of this Section 5.4 or seeks relief from Seller's violation of this Section 5.4.

(d) All of the covenants in this Section 5.4 shall be construed as agreements independent of any other provision of this Agreement or any other agreement between or among any of the parties hereto, and the existence of any claim or cause of action by any party hereto against any other party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Section 5.4, and no material or other breach of any contractual or legal duty by any party hereto shall be held sufficient to excuse or terminate any party's obligations under this Section 5.4 or to preclude Buyer from obtaining injunctive relief as aforesaid.

(e) The covenants and restrictions in this Section 5.4 are separate and divisible, and to the extent any covenant, provision, clause or portion of this Section 5.4 is determined to be unenforceable or invalid for any reason, Seller and Buyer acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Section 5.4. If any particular covenant, provision, clause or portion of this Section 5.4 is determined to be unenforceable or invalid for any reason, including, without limitation, because the time period, geographical area and/or scope of activity covered by any restrictive covenant, provision or clause is determined to be too broad, Seller and Buyer acknowledge and agree that such covenant, provision, clause or portion shall automatically be deemed reformed such that the contested covenant, provision, clause or portion will have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law. Seller and Buyer agree that any court interpreting any covenant, provision, clause or portion of this Section 5.4 shall have the authority, if necessary, to reform any such provision to make it enforceable under applicable law.

(f) Seller acknowledges and agrees that the covenants contained in this Section 5.4 are reasonable and necessary to protect the legitimate interests of Buyer, particularly given, among other things, that: (i) the Business is highly competitive and (ii) such covenants are an essential part of, and material inducement for Buyer to enter into, this Agreement.

Section 5.5. Change and Use of "Bekins" Name.

(a) Within five (5) days after the Closing Date, Seller shall amend its charter and all other documents so as to change its name to a name that does not include the words "Bekins," "Bekins Van Lines," "Bekins Trade Show," "Bekins Trade Show Services" or any variations thereof, and file as promptly as practicable after the Closing Date, in all jurisdictions where it is qualified to do business, any documents necessary to reflect such change. At any time and from time to time after the Closing Date, Seller shall execute and deliver to Buyer all consents reasonably requested by Buyer, and shall otherwise reasonably cooperate with Buyer, in order to enable Buyer to use the name "Bekins," "Bekins Van Lines," "Bekins Trade Show" or any variations thereof. From and after the Closing Date, Seller shall immediately cease the use of such name or any variations thereof for all business purposes whatsoever (except that (i) such name may be referred to as a former name in any Tax or other filing required to be made with any Governmental Entity and (ii) Seller may use the name as provided in the License Agreement).

(b) Within thirty (30) days after the Closing Date, Seller shall change its operating authorities, including, without limitation, those operating authorities granted by the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration, and all related documents so as to change the name on such authorities and documents to a name that does not include the words "Bekins," "Bekins Van Lines," "Bekins Trade Show," "Bekins Trade Show Services" or any variations thereof, and file as promptly as practicable after the Closing Date any documents necessary to reflect such change.

Section 5.6. Public Announcements. Seller shall not issue any general public announcement or press release or otherwise make any public statement regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other parties hereto. Buyer shall not be subject to any restrictions regarding general public announcements, press releases or other public statements.

Section 5.7. Employment Matters.

(a) Although Buyer shall not be under any obligation to hire employees employed by Seller at the time of the Closing, Buyer may, in its discretion, offer employment to any or all of such employees as new employees of Buyer. Employees of Seller who are hired by Buyer are herein called "Hired Employees." If requested by Buyer, Seller shall terminate any employees identified as Hired Employees.

(b) Seller shall be solely responsible to pay for all vacation time accrued prior to the Closing Date and for any other liability which may exist or arise as a result of wage claims, benefit claims or other employment related claims for any employees of any sort with respect to all periods prior to the Closing Date or with respect to any employee of Seller.

(c) From and after the Closing Date, Seller shall be solely responsible for any and all benefit liabilities relating to or arising in connection with the requirements of Section 4980B of the Code to provide continuation of health care coverage under any employee benefit plan in respect of the Hired Employees and their dependents, including, without limitation, any liabilities arising out of the transactions contemplated hereby such as the termination of the Hired Employees' employment by Seller on the Closing Date.

(d) Buyer and Seller agree that Buyer is not assuming any liability under any benefit plans maintained by Seller for the benefit of its employees and that Buyer shall not be deemed a successor company to Seller in connection with any Employee Plan or other employment related arrangement to which the present or former employees of Seller are or were entitled (including any severance arrangements). Nothing herein shall confer upon any of the Hired Employees or former employees of Seller any rights or remedies, including any right to employment, or continued employment for any specified period, of any nature whatsoever under or by reason of the Agreement.

Section 5.8. Trade Secrets; Confidential Information. Seller recognizes and acknowledges that they have had access to certain highly sensitive, special, unique information

relating to the operations of the Business that is confidential or proprietary. Seller hereby covenants and agrees that it will not use or disclose any Confidential Information or trade secrets except to authorized representatives of Buyer or except as required by applicable law; provided, however, that the foregoing restrictions shall not apply to items that, through no fault of Seller or its owners, representatives or agents, have entered the public domain, or become the subject of a subpoena or demand for production of documents in connection with any suit, arbitration proceeding, administrative procedure or before any governmental agency. In such event, Seller shall promptly notify Buyer and shall cooperate with Buyer in its attempts to protect any such information by seeking a protective order from a court of competent jurisdiction. For purposes of this Agreement, "Confidential Information" means any data or information, written or oral, with respect to the Business conducted or services provided by Seller prior to the Closing Date that is not generally known by the public, including, without limitation, information related to finances, products, processes, services, patent or trademark applications, copyrights, research, development, concepts, ideas, designs, drawings, specifications, test data, proposed pricing, marketing strategies, sales, costs and/or profits data, and the documentation thereof. Notwithstanding the foregoing and upon Buyer's written consent, Seller may use information, which may include Confidential Information, necessary for the preparation of all final Tax Returns.

Section 5.9. Procedure as to Incoming Business Mail. After the Closing, the parties shall reasonably cooperate with each other as to incoming mail and other communications addressed to (or intended for) one party which may be received by the other party after the Closing (including, without limitation, mail and communications from customers, suppliers, distributors, agents and others and payments with respect to the Assets or Excluded Assets) so that items which are needed by a party after the Closing are not unduly delayed or interrupted in reaching such party. Without limiting the foregoing, the receiving party shall promptly turn over to the other party any remittances or checks received by the receiving party after the Closing made payable to the other party as well as any notices or communications received by any taxing authority or other third parties addressed to (or intended for) the other party pertaining to any tax matters or any potential claims, audits, investigations or legal proceeding.

Section 5.10. Cooperation as to Accounts Receivable. On and after the Closing, if one party receives any remittance or check on account of any of the other party's accounts receivable, it shall promptly remit same intact (in the same manner received) over to the other party. If any check is received by Buyer on and after the Closing from an account debtor of the Business and it is unclear as to whether such payment relates to an account receivable arising prior to or after the Closing, then such payment shall be applied on a FIFO basis first to the account receivable balance due Seller before application to any balance due Buyer for sales made or services provided after the Closing. Without limiting the foregoing, Buyer and Seller agree not to take any action (or omit taking any action) which would hinder, make more difficult or otherwise delay Seller or Buyer, respectively, from collecting its accounts receivable generated through the time of the Closing or after the time of the Closing, respectively.

Section 5.11. Insurance. Seller shall continue, or obtain, an extended claims D&O policy for at least five (5) years following the Closing Date. Proof of such coverage and payment for same shall be provided to Buyer at Closing.

**ARTICLE VI.
Indemnification**

Section 6.1. Indemnification by Seller. Subject to the limitations set forth in this Article VI, each Seller, and its affiliates and subsidiaries, shall jointly and severally indemnify and hold Buyer and its affiliates, and their respective directors, managers, officers, employees, shareholders, members, agents and representatives (each, a "Buyer Indemnified Person"), harmless from and against any liability, loss, damage, claim, cost or expense (including, without limitation, expenses of investigation and defense and reasonable fees and disbursements of counsel), Liens or other obligations of any nature whatsoever (collectively, "Losses"), incurred by any of them and arising out of or based upon:

(a) any breach by Seller of any of its representations and warranties set forth in this Agreement;

(b) any breach by Seller of any of its covenants and agreements set forth in this Agreement, any Seller Related Agreement or any other document or instrument delivered by Seller pursuant hereto;

(c) any claim, action, suit, proceeding or investigation of any kind, at law or in equity, arising primarily from acts, omissions, events or other conditions that occurred or existed with respect to the Assets or the Business at any time prior to the Closing;

(d) any claim, action, suit, proceeding or investigation of any kind, at law or in equity, arising primarily from acts, omissions, events or other conditions of the Seller that is unrelated to the Assets or the Business;

(e) any obligations, debts, Taxes, operating expenses, rent, utilities and other liabilities of Seller of any kind, character or description, whether accrued, absolute, contingent or otherwise, that are not expressly assumed by Buyer; or

(f) any breach or failure to comply with any provision of, or to give any notice or make any filing pursuant to (i) any bulk sales law or similar law of any state or other jurisdiction or (ii) the WARN Act, or any similar law of any jurisdiction, whether or not Seller or Buyer attempt to comply with such laws.

Seller(s) shall have no right to seek contribution from Buyer with respect to all or any part of their indemnification obligations hereunder, and such obligations shall not be affected by any investigation conducted or knowledge acquired (or capable of being acquired) by or on behalf of Buyer at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any representation, warranty, covenant or agreement of Seller.

Section 6.2. Indemnification by Buyer. Subject to the limitations set forth in this Article VI, Buyer and its affiliates and subsidiaries, shall jointly and severally indemnify and hold each Seller and its affiliates, and its respective directors, managers, officers, employees, shareholders, members, agents and representatives (each, a "Seller Indemnified Person"), harmless from and against any Losses incurred by any of them and arising out of or based upon:

- (a) any breach by Buyer of any of its representations and warranties set forth in this Agreement;
- (b) any breach by Buyer of any of its covenants and agreements set forth in this Agreement or any Buyer Related Agreement;
- (c) the ownership or operation of the Business on or after the Closing Date;
- (d) the Assumed Liabilities; or
- (e) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any person or entity with Buyer or Wheaton Van Lines, Inc. (or any person or entity acting on their behalf) in connection with the purchase of the Assets.

Section 6.3. Limitations on Indemnification. The aggregate liability of each of (a) Seller to the Buyer Indemnified Persons with respect to claims for indemnification under Section 6.1(a), and (b) Buyer to the Seller Indemnified Persons with respect to claims for indemnification under Section 6.2(a) [REDACTED]

Section 6.4. Indemnification Procedure – Third Party Claims. As promptly as practicable after its discovery of grounds for a claim for indemnification hereunder, a party seeking indemnification hereunder (the "Indemnified Party") shall deliver a written claim for indemnification to the party from whom indemnity is sought (the "Indemnifying Party"), specifying in reasonable detail the basis therefor and, if known, the amount, or an estimate of the amount, of the Losses arising therefrom. Thereafter, the Indemnified Party shall provide to the Indemnifying Party all information and documentation reasonably available to it to support and verify such claim. If the facts giving rise to a claim for indemnification hereunder arise out of the claim of any third party, or if there is any claim against a third party, the Indemnifying Party may, at its option, assume the defense or the prosecution thereof, with counsel satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, unless (a) such claim seeks an order, injunction or other equitable relief against the Indemnified Party or (b) the Indemnified Party shall have reasonably concluded that there is a conflict of interest between the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, in the defense or prosecution of such claim. After any assumption of the defense or prosecution of any claim by the Indemnifying Party, it shall not be liable to the Indemnified Party for any legal expenses thereafter incurred by the Indemnified Party in connection with the defense or prosecution thereof. In any such event, whether or not the Indemnifying Party assumes the defense or prosecution thereof, the Indemnifying Party and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records and information and attend at such proceedings as may be reasonably requested in connection herewith. The Indemnifying Party shall have no indemnification obligations with respect to any claim or demand that is settled by the Indemnified Party without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld or delayed). Similarly, the Indemnifying Party shall not settle any claim involving the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld or delayed), unless such settlement (i) involves only the payment of money, and no other equitable remedies, (ii) unconditionally releases the Indemnified Party from all

liability arising out of such claim and (iii) does not include a statement as to or an admission of fault on the part of the Indemnified Party or the Business.

Section 6.5. Indemnification Procedure – Non-Third Party Claims.

(a) The Indemnified Party may assert a claim for indemnification against the Indemnifying Party for any matter not involving a third party by giving notice to Seller, if the claim is made by a Buyer Indemnified Person, or to Buyer, if the claim is made by a Seller Indemnified Person, specifying in reasonable detail the basis for such claim (the Seller and Buyer are referred to as the "Claim Recipients", as applicable).

(b) If the Claim Recipient objects in writing to any claim or claims by the Indemnified Parties within 20 days of the date the claim is made, Buyer and Seller shall attempt in good faith for 45 days after the Claim Recipient's receipt of such written objection to resolve such objection. If Buyer and Seller shall so agree, a memorandum setting forth such agreement shall be prepared and signed by Seller on behalf of Seller and the Seller Indemnified Persons, if applicable, and Buyer on behalf of itself and the Buyer Indemnified Persons, if applicable.

(c) If no such agreement is reached during the 45-day period for good faith negotiation, but in any event upon the expiration of such 45-day period, either Buyer or Seller may bring suit in the courts of the State of Illinois and the Federal courts of the United States of America, in each case, located within the City of Chicago in the State of Illinois to resolve the matter; provided further, Buyer and Seller agree that the decision of the trial court as to the validity and amount of any claim shall be non-appealable, binding and conclusive upon the parties.

(d) Judgment upon any award rendered by the trial court may be entered in any court having jurisdiction. For purposes of this Section 6.5(d), in any suit hereunder in which any claim or the amount thereof is at issue, the party asserting the claim shall be deemed to be the non-prevailing party unless the trial court awards such party more than one-half of the amount in dispute, in which case such party shall be deemed to be the prevailing party. The non-prevailing party to a suit shall pay its own expenses and the reasonable fees and expenses of the prevailing party, including reasonable attorneys' fees and costs, reasonably incurred in connection with such suit.

Section 6.6. Payment of Indemnity Losses; Set-Off.

(a) All Losses incurred by Buyer that are subject to indemnification hereunder shall be payable by Seller, jointly and severally, within thirty (30) days after a valid claim for indemnification is made in accordance with this Article VI. To the extent that payment is not made in accordance with the foregoing, Buyer shall be entitled to offset such Losses against amounts otherwise payable by Buyer under this Agreement or any related agreements. Neither the exercise nor the failure to exercise of Buyer's rights of set-off shall constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

(b) All Losses incurred by Seller that are subject to indemnification hereunder shall be payable by Buyer within thirty (30) days after a valid claim for indemnification is made in accordance with this Article VI.

Section 6.7. Survival.

(a) General. The representations and warranties of Seller contained in this Agreement or in any Seller Related Agreement and all related rights to indemnification shall survive the Closing as set forth in this Section 6.7. Except as provided in Section 6.4(b), Seller shall not have any obligation to provide indemnification pursuant to Section 6.1(a) unless a claim with respect thereto is asserted in accordance with this Article VI on or prior to the date that is twenty-four (24) months after the Closing Date. Each covenant and agreement contained in this Agreement or in any Seller Related Agreement and each representation and warranty contained in any Seller Related Agreement, and all associated rights to indemnification, shall survive the Closing and shall continue in full force thereafter until all Losses hereunder relating thereto are barred by all applicable statutes of limitation, subject to any applicable limitation expressly stated herein or such other Seller Related Agreement.

(b) Extended Survival. Notwithstanding Section 6.7(a), (i) all claims and related rights to indemnification based on a breach or inaccuracy of any representation or warranty contained in Sections 3.1 (Organization and Qualification), 3.2 (Authority), 3.3 (No Conflict; Required Filings and Consents), 3.6 (Warranty of Title), and Section 4.1 (Organization and Authority) shall survive indefinitely and (ii) Sections 3.11(b) (Environmental Matters), 3.18 (Taxes) and 3.19 (Benefit Plans) shall survive the Closing until the expiration of the applicable statute of limitations, if any.

(c) Survival of Representations and Warranties until Final Determination. For each claim for indemnification hereunder regarding a representation, warranty or covenant that is made before the expiration of such representation, warranty or covenant, such claim and associated right to indemnification will not terminate until the final determination and satisfaction of such claim.

Section 6.8. Materiality Qualifiers. For purposes of this Article VI, in determining (a) whether a breach of a representation or warranty in this Agreement or in any Seller Related Agreement, including any certificate delivered hereunder, has occurred and (b) the amount of Losses arising out of, relating to or resulting therefrom, all materiality qualifiers will be ignored and each such representation, warranty and covenant will be read and interpreted without regard to any materiality qualifier.

Section 6.9. Right to Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the parties in accordance with their specific terms or were otherwise breached. Accordingly, a party shall be entitled to seek an injunction or injunctions, without the posting of any bond, to prevent breaches of this Agreement by another party and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which such party is entitled at law or in equity.

Section 6.10. Knowledge and Investigation. All representations, warranties, covenants, obligations, agreements and indemnities of a party contained in this Agreement and in any Seller Related Agreement shall be deemed material and relied upon by the Buyer Indemnified Persons, regardless of any knowledge or investigation or any representation made by any other party to this Agreement.

Section 6.11. Remedies. All of Buyer's rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available, and neither the exercise nor the failure to exercise of Buyer's rights to recover against the indemnity set forth herein shall constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

**ARTICLE VII.
Closing Deliverables**

At the Closing, in addition to the Closing deliveries set forth in Section 2.3 hereof:

Section 7.1. Secretary's Certificate .

(a) Holding shall deliver to Buyer a certificate signed by an authorized person, certifying as to (i) the resolutions of its board of directors and shareholders approving the execution and delivery of this Agreement and the performance of the transactions contemplated hereby and (ii) the incumbency of the authorized persons of Seller executing the Agreement and Seller Related Agreements.

(b) Buyer shall deliver to Seller a certificate signed by the secretary of Buyer, certifying as to the resolutions of the board of directors approving the execution and delivery of this Agreement and the performance of the transactions contemplated hereby.

Section 7.2. Certificates of Good Standing.

(a) Seller shall deliver to Buyer a Certificate of Good Standing for each Seller from the Secretary of State of its State of organization or incorporation and the State of Illinois, if such entity is qualified to do business in such state, each dated as of a date not earlier than five (5) days prior to the Closing Date.

(b) Buyer shall deliver to Seller a Certificate of Existence for Buyer from the Secretary of State of the State of Indiana, dated as of a date not earlier than five (5) days prior to the Closing Date.

Section 7.3. Agency Agreements Termination. Seller shall deliver to Buyer evidence of the termination of all agency agreements with those agents set forth on Schedule 7.3.

Section 7.4. Other Purchase Agreements. Each of Buyer and Seller shall cause its applicable subsidiaries to deliver to the other party evidence of the acquisition by four of Buyer's subsidiaries of certain assets of four of Seller's subsidiaries related to military business.

Section 7.5. Lease Assignment Agreement. Each of Buyer and Seller shall deliver to the other party duly executed counterparts of an Assignment of Lease Agreement for the Leased Premises.

Section 7.6. Earnout Escrow Agreement. Each of Buyer and Seller shall deliver to the other duly executed counterparts of the Earnout Escrow Agreement.

**ARTICLE VIII.
Miscellaneous and General**

Section 8.1. Payment of Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby, except as specifically set forth in Section 2.4 above.

Section 8.2. Survival. The representations and warranties of Seller set forth in Article III of this Agreement shall survive the Closing as set forth in Article VI hereof. The agreements of the parties contained in Articles I, II, V, VI and XIII shall survive the Closing until the expiration of the respective periods specified therein or, if none is specified, until the expiration of the applicable statute of limitations period and if none, indefinitely. All other representations, warranties, covenants and agreements in this Agreement shall not survive the Closing.

Section 8.3. Entire Agreement; Assignment; Etc.. This Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement, and supersedes all other agreements (including, without limitation, the Indication of Interest entered into between Seller and Buyer as of August 29, 2011 and amended November 16, 2011), understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof, and shall not be assignable by operation of law or otherwise and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 8.4. Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Section 8.5. Severability. If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, 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. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto 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 hereby are consummated to the fullest extent possible.

Section 8.6. Modification or Amendment. The parties hereto may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by each party hereto.

Section 8.7. Schedules and Exhibits. All Schedules and the Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit annexed hereto but not otherwise defined therein shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section of, or an Exhibit or Schedule to, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

Section 8.8. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given (a) on the date delivered, if delivered personally, (b) upon confirmation of a receipt of a facsimile transmission, (c) on the date sent, if delivered by email with no evidence of failure of delivery or (d) three (3) business days after deposit if sent by registered mail, certified mail, or nationally-recognized overnight courier (or at such other address for a party as shall be specified by notice given in accordance with this Section); provided, however, that a notice delivered by facsimile or email shall also be delivered personally or sent by registered mail, certified mail or nationally-recognized overnight courier within three (3) business days following its delivery by facsimile or email:

(i) If to Buyer, to:

Bekins Van Lines, Inc.
8010 Castleton Road
Indianapolis, Indiana 46250
Attention: Mark J. Kirschner, President
Facsimile: (317) 849-3718
Email: mark_kirschner@wvlcorp.com

with a copy to:

Faegre Baker Daniels LLP
600 East 96th Street, Suite 600
Indianapolis, IN 46240
Attention: H. Patrick Callahan
Facsimile: (317) 569-4800
Email: pat.callahan@faegrebd.com

(ii) If to Seller, to:

Paul Lombardo
Boyer-Rosene Moving & Storage, Inc.
2638 S. Clearbrook Dr.
Arlington Heights, IL 60005
Email: PLombardo@bekins.com

and

Joseph Sabga
Bekins of South Florida
5300 N. Powerline Rd., Unit 100
Ft. Lauderdale, FL 33309
Email: jsabga@bekinssf.com

with a copy to:

Gary I. Levenstein, Esq.
Ungaretti & Harris LLP
Three First National Plaza
70 West Madison, Ste. 3500
Chicago, IL 60602-4283
Attention: Gary I. Levenstein
Facsimile: (312) 977-4139
Email: gilevenstein@uhl.com

No provision of this Agreement, including this Section, shall be deemed to constitute consent to the manner and address for service of process in connection with any legal proceeding (including such arising out of or in connection with this Agreement), which service shall be effected as required by applicable law.

Section 8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Indiana, without regard to the conflicts of laws principles thereof.

Section 8.10. Counterparts. This Agreement may be executed in the original, by facsimile, by PDF, or by any other generally accepted electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 8.11. Joint Drafting/Interpretation. Each party acknowledges and agrees that this Agreement has been jointly prepared by the parties and their respective legal counsel and will not be construed against any party.

Section 8.12. Advisors Consulted. Each party to this Agreement hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with such party's execution of this Agreement.

*[Remainder of page intentionally left blank;
Signatures appear on following page]*

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by each of the parties hereto as of the date first written above.

BEKINS HOLDING CORP.

By: _____
Name: Joseph Sabga
Title: Lead Director

BEKINS VAN LINES, INC.

By: _____
Name: Mark J. Kirschner
Title: President

BEKINS VAN LINES OPERATIONS, LLC

By: Bekins Holding Corp.,
its sole Member

By: _____
Name: Joseph Sabga
Title: Lead Director

BEKINS VAN LINES, LLC

By: Bekins Van Lines Operations, LLC,
its sole Member

By: Bekins Holding Corp.,
its sole Member

By: _____
Name: Joseph Sabga
Title: Lead Director

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by each of the parties hereto as of the date first written above.

BEKINS HOLDING CORP.

By: _____

Name: _____

Title: _____

BEKINS VAN LINES, INC.

By: Mark J. Kirschner

Name: Mark J. Kirschner

Title: President

BEKINS VAN LINES OPERATIONS, LLC

By: Bekins Holding Corp.,
its sole Member

By: _____

Name: _____

Title: _____

BEKINS VAN LINES, LLC

By: Bekins Van Lines Operations, LLC,
its sole Member

By: Bekins Holding Corp.,
its sole Member

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Earnout Escrow Agreement
Exhibit B	License Agreement
Schedule 1.1(a)	Current Assets
Schedule 1.1(b)	Trailers
Schedule 1.1(d)	Assumed Contracts
Schedule 1.2(i)	Tradeshaw Assets and Liabilities
Schedule 1.3(a)	Assumed Liabilities
Schedule 2.5	Purchase Price Allocation
Schedule 3.1	Jurisdictions
Schedule 3.3(a)	Conflicts
Schedule 3.3(b)	Consents
Schedule 3.4(a)	Financial Statements
Schedule 3.4(b)	Material Adverse Effect
Schedule 3.6	Warranty of Title; Liens
Schedule 3.7(a)	Equipment
Schedule 3.7(b)	Equipment Issues
Schedule 3.8	Affiliate Arrangements
Schedule 3.9(a)	Contracts
Schedule 3.9(b)	Leases
Schedule 3.11(b)	Hazardous Materials
Schedule 3.11(d)	Environmental Actions and Conditions
Schedule 3.12	Agent, Customer and Supplier Relationship
Schedule 3.13	Intellectual Property
Schedule 3.14	Permits
Schedule 3.15(a)	Compliance with Law
Schedule 3.16	Litigation
Schedule 3.17	Insurance Matters
Schedule 3.18(b)	Tax Returns
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Schedule 7.3	Terminated Agents