

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckeye Vacuum Cleaner Supply Company		12/14/2012	COMPANY:
RECEIVING PARTY DATA			
Name:	Merc Acquisitions, Inc.		
Doing Business As:	ESSCO		
Street Address:	1933 Highland Road		
City:	Twinsburg		
State/Country:	OHIO		
Postal Code:	44087		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3668050	EZT EZ TOOLS	
Registration Number:	3118970	EVOLUTION	
Registration Number:	1628093	DUST DC CARE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@icemiller.com		
Correspondent Name:	Michael Leinauer, Ice Miller LLP		
Address Line 1:	One American Square, Ste. 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Michael Leinauer		
SIGNATURE:	/Michael Leinauer/		
DATE SIGNED:	10/03/2014		
Total Attachments: 12			
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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of this 14th day of December, 2012, is by and among (a) The Buckeye Vacuum Cleaner Supply Company, a Georgia corporation ("Buckeye Vacuum"), (b) Northwest Wholesale Distributors, Inc., an Oregon corporation ("Northwest" and together with "Buckeye Vacuum", the "Sellers" and individually, a "Seller"), and (c) Merc Acquisitions, Inc. d/b/a Electric Sweeper Service Co., an Ohio corporation ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Sellers, Purchaser, Kenard G. Strauss, individually and as Trustee under the Samuel S. Strauss Trust Agreement dated May 8, 1969, and Boots G. Strauss (the "Purchase Agreement"), Sellers have agreed to sell, transfer, assign, convey and deliver all of each Seller's right, title and interest in and to the Assets to Purchaser, and Purchaser has agreed to purchase, acquire and accept the Assets from Sellers, on the terms and subject to the conditions more fully described in the Purchase Agreement;

WHEREAS, it is the parties' intention to reflect the transfer of title to the Assets and the assumption of the Assumed Contracts and the Assumed Liabilities by the execution and delivery of this Bill of Sale and the Assignment and Assumption Agreement among the parties of even date herewith at the Closing; and

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Purchase Agreement;

NOW, THEREFORE, in consideration of each Seller's receipt of its portion of Purchase Price pursuant to the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, Sellers hereby agree as follows:

AGREEMENT

Section 1.01. Sale. Each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser, and Purchaser does hereby purchase, acquire and accept from each Seller, for all purposes at and as of the Closing, all of the right, title and interest of such Seller in and to the Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, to have and to hold forever.

Section 1.02. Transfer of Domain Names. Within one week of the execution of this Bill of Sale, the Sellers shall file a request with Network Solutions, LLC ("NSI") or other applicable domain name registrar (the "Registrar") to effect the transfer of the domain names www.Buckeyevac.com, www.Dustcare.com, www.Vacbagsonline.com and NWWD.com (together, the "Domain Names") to Purchaser. The Sellers shall cooperate with Purchaser in the transfer of the Domain Names, including, but not limited to, complying with any other Registrar procedures applicable to the transfer. Each Seller hereby constitutes and appoints Purchaser, and its successors and assigns, the true and lawful attorney or attorneys in fact of such Seller, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute

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from time to time, any proceedings at law, in equity, or otherwise, that Purchaser, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Domain Names, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Purchaser, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance thereof. Each Seller declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by such Seller.

Section 1.03. Governing Agreement. This Bill of Sale is expressly made subject to the terms and provisions of the Purchase Agreement. This Bill of Sale shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Bill of Sale to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Section 1.04. Successors and Assigns. The provisions of this Bill of Sale shall bind each Seller and its successors and permitted assigns and inure to the benefit of Purchaser and its successors and permitted assigns.

Section 1.05. Interpretation. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Bill of Sale. This Bill of Sale shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.06. Execution in Counterparts. This Bill of Sale may be executed and delivered in two (2) original, PDF or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

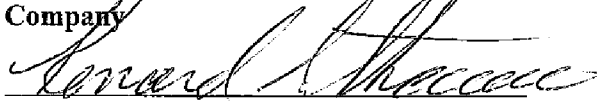
Section 1.07. Governing Law. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of Ohio, without regard to conflict of laws principles of any jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be duly executed as of the date first set forth above.

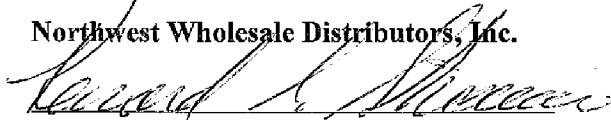
"SELLERS"

**The Buckeye Vacuum Cleaner Supply
Company**



Kenard G. Strauss, CEO

Northwest Wholesale Distributors, Inc.



Kenard G. Strauss, CEO

Accepted and Agreed:

"PURCHASER"

Merc Acquisitions, Inc.

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be duly executed as of the date first set forth above.

"SELLERS"

**The Buckeye Vacuum Cleaner Supply
Company**

Kenard G. Strauss, CEO

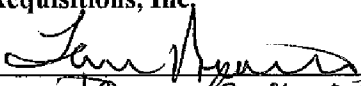
Northwest Wholesale Distributors, Inc.

Kenard G. Strauss, CEO

Accepted and Agreed:

"PURCHASER"

Merc Acquisitions, Inc.

By: 
Printed: Tom Biundo
Title: President

Relevant Portions of Purchase Agreement

See attached.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of December 14, 2012 is by and among (a) Merc Acquisitions, Inc. d/b/a Electric Sweeper Service Co., an Ohio corporation ("Purchaser"), (b) The Buckeye Vacuum Cleaner Supply Company, a Georgia corporation ("Buckeye Vacuum"), (c) Northwest Wholesale Distributors, Inc., an Oregon corporation ("Northwest" and together with "Buckeye Vacuum", the "Sellers" and individually, a "Seller"), (d) Kenard G. Strauss, an individual residing in the State of Georgia ("Strauss"), (e) Kenard G. Strauss as Trustee under the Samuel S. Strauss Trust Agreement dated May 8, 1969 (the "Trust") and (f) Boots G. Strauss, an individual residing in the State of Georgia ("Mrs. Strauss" and together with Strauss and the Trust, the "Stockholders" and each, a "Stockholder").

WITNESSETH:

WHEREAS, the Sellers are engaged in the business of distributing vacuum cleaners, equipment, supplies and replacement parts; floor care equipment, floor care products and accessories; and vacuum motors (the "Business");

WHEREAS, Strauss, individually and as Trustee of the Trust, own all of the outstanding shares of capital stock of Buckeye Vacuum, and the Strauss, individually, and Mrs. Strauss own all of the outstanding shares of capital stock of Northwest;

WHEREAS, the Stockholders have become a party to this Agreement as a material inducement to Purchaser to enter into this Agreement and to consummate the transactions provided for and contemplated by this Agreement;

WHEREAS, Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to Purchaser, the Assets upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, capitalized terms used but not otherwise defined shall have the meanings ascribed to them in Appendix A.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
PURCHASE AND SALE OF THE ASSETS

Section 1.01. The Assets. Upon the terms and subject to the conditions set forth in this Agreement and on the basis of the representations, warranties, covenants and agreements herein contained, at the Closing, Purchaser shall purchase, acquire and accept from the Sellers, and the Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of the right, title and interest in and to all of the properties and assets and interests in the properties and assets of the Sellers (whether tangible or intangible) of any kind, nature, character and description relating to the Business, whether real, personal or mixed, whether accrued, contingent or otherwise, and

wherever situated, and whether or not reflected in any financial statement of the Sellers, which are owned or leased by either Seller, other than the Excluded Assets (collectively, the "Assets"), free and clear of all Encumbrances, other than Permitted Encumbrances. The Assets shall include, without limitation, the following items:

- (a) all Cash;
- (b) all Accounts Receivable, including without limitation, Aged Accounts Receivable;
- (c) all Inventories, including, without limitation, Slow Moving Inventory;
- (d) all Equipment and Machinery;
- (e) all Intellectual Property Assets (including the right to sue for past infringement);
- (f) all Licenses and Permits;
- (g) all Intangible Assets;
- (h) to the extent assignable, all rights in, to and under the Assumed Contracts and all outstanding offers or solicitations made by or to either Seller to enter into any Contract;
- (i) all deposits, prepayments, refunds and other prepaid items relating to the Assumed Contracts or otherwise included as a current asset in the determination of the Final Closing Working Capital;
- (j) all Confidential Information;
- (k) all Files and Records;
- (l) all fee, leasehold and other title to or interest in all Leased Real Property;
- (m) all insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Closing Date;
- (n) all claims of either Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent; and
- (o) all stationary, purchase order and sale order forms and invoices, brochures, advertising materials and similar items.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Liability of the Sellers related to the Assets including, without limitation, any Liability arising under any Contract, unless Purchaser expressly assumes such Liability pursuant to Section 1.03.

of Inventory included in the assets of each Seller reflected on the Interim Balance Sheet or acquired after the Interim Balance Sheet Date and prior to the Closing Date consist of a quality and quantity usable and saleable in the Ordinary Course of Business and such Inventory has a commercial value at least equal to the value shown on the Interim Balance Sheet and is or shall be valued in accordance with GAAP at the lower of cost or market value on a first in, first out basis. All Inventory (other than Inventory in transit in the Ordinary Course of Business) is located at the Leased Real Property. Work-in-process Inventories are valued according to GAAP.

Section 3.13. Products.

(a) Purchaser has been furnished with complete and accurate copies of the standard terms and conditions of sale for each of the products or services of each Seller (containing applicable guaranty, warranty and indemnity provisions). Except as set forth on Schedule 3.13 of the Disclosure Schedules, no product manufactured, sold or delivered by, or service rendered by or on behalf of, either Seller is subject to any guaranty, warranty or other indemnity, express or implied, beyond such standard terms and conditions and those imposed by operation of Law.

(b) Neither Seller has any Liability of any nature whether based on strict liability, negligence, breach of warranty (express or implied), breach of contract or otherwise, in respect of any product, component or other item manufactured, sold, designed or produced prior to the Closing by, or service rendered prior to the Closing by or on behalf of, such Seller or any predecessor of such Seller that is not otherwise fully and adequately reserved against as reflected on the face of its Interim Balance Sheet.

(c) Neither Seller has entered into, or made any offer that remains open to enter into, any Contract pursuant to which Purchaser shall be obligated to make any rebates, discounts, promotional allowances or similar payments or arrangements with or to any customer or other business relation, not otherwise included in its Interim Balance Sheet.

Section 3.14. Intellectual Property.

(a) Schedule 3.14(a) of the Disclosure Schedules contains a complete and accurate list of all of the Registered Intellectual Property Assets owned, in whole or in part, or licensed by each Seller. The Intellectual Property Assets are all those necessary for the operation of the Business as it is currently conducted or proposed to be conducted by the Sellers. All of the Registered Intellectual Property Assets are in good standing, are duly authorized, validly issued and enforceable and have not been cancelled. To the Knowledge of the Sellers, there are no facts that would invalidate or render any of the Registered Intellectual Property Assets unenforceable.

(b) The Sellers are the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances. Each Seller's use of its Intellectual Property Assets, and the operation of the Business as currently conducted does not infringe, misappropriate or otherwise make any unlawful or

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

"PURCHASER"

Merc Acquisitions, Inc.

By: Jan Beatty
Printed: Jan Beatty
Title: President

"SELLERS"

The Buckeye Vacuum Cleaner Supply Company

Kenard G. Strauss, CEO

Northwest Wholesale Distributors, Inc.

Kenard G. Strauss, CEO

"STOCKHOLDERS"

Kenard G. Strauss

Kenard G. Strauss, Trustee under the Samuel S. Strauss Trust Agreement dated May 8, 1969

Boots G. Strauss

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

"PURCHASER"

Merc Acquisitions, Inc.


By: _____
Printed: _____
Title: _____

"SELLERS"

The Buckeye Vacuum Cleaner Supply Company

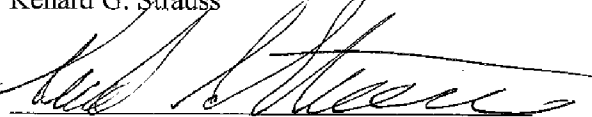

Kenard G. Strauss, CEO

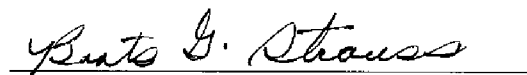
Northwest Wholesale Distributors, Inc.


Kenard G. Strauss, CEO

"STOCKHOLDERS"


Kenard G. Strauss


Kenard G. Strauss, Trustee under the Samuel S. Strauss Trust Agreement dated May 8, 1969


Boots G. Strauss

incurred in the Ordinary Course of Business), (h) obligations either Seller secured by Encumbrances on property owned by such Seller, (i) any transaction bonuses, stay put, retention or other compensatory payments, (j) obligations under any performance bond or letter of credit, but only the extent drawn or called prior to the Closing; (k) guarantees of any third party obligations of the kind described in (a) through (j) of this definition, and (l) interest, principal, prepayment penalty, Taxes, fees or expenses owing in connection with any of the foregoing.

"Indemnification Notice" has the meaning set forth in Section 5.03.

"Indemnifying Party" has the meaning set forth in Section 5.03.

"Indemnity Loss" has the meaning set forth in Section 5.01.

"Independent Auditor" has the meaning set forth in Section 1.06.

"Intangible Assets" shall mean all intangible personal property rights of either Seller, including going concern value, goodwill, the benefit of third party representations, warranties and guarantees, customer lists and related information (including telephone numbers, facsimile numbers, addresses and e-mail addresses), supplier lists and related information (including telephone numbers, facsimile numbers, addresses and e-mail addresses), business plans and strategies, referral sources, and all other intangible assets of such Seller, whether or not patentable or registrable.

"Intellectual Property Assets" means all intellectual property owned, in whole or in part, or licensed by either Seller (as licensor or licensee) in which either Seller has a proprietary interest, whether arising or protected under the laws of the United States or any other jurisdiction or treaty, including, without limitation: (a) such Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks and service marks, trade dress and similar rights and applications for registration of any of the foregoing; (b) all patents (including certificates of invention, industrial rights and other patent equivalents), provisional, non-provisional, divisional, continuation, continuation in-part and reissue applications and patents issuing therefrom, any revivals, renewals, extensions, inventions and discoveries that may be patentable; (c) all registered and unregistered copyrights in both published works and unpublished works and applications for registration, all moral rights and all rights to register and obtain renewals and extensions of registrations; (d) all know-how, trade secrets, concepts, processes, customer lists, technical information and other confidential or proprietary information; (e) all user guides, manuals, instructions, forms, data, software architecture designs, layouts, programmer notes or logs, source code annotations, designs, plans, drawings, process technology, plans, blue prints, documentation or materials that relate to any aspect of the Intellectual Property Assets, whether in tangible, electronic or other intangible form; (f) all rights in internet web sites and internet domain names used by such Seller as of the Closing Date; (g) all versions of all software (including software programs, objects, modules, routines, algorithms and code, in source code, object code and executable form), machine readable databases and compilations, data structures and all data and collections of data and all derivative works of any such software (collectively, "Software"); and (h) all websites and FTP sites, including all associated scripts, information, text, graphics and other content relating to any and all of such Seller's websites or FTP and all derivative works thereof.

REGISTERED INTELLECTUAL PROPERTY ASSETS OWNED, IN WHOLE OR IN
PART, OR LICENSED BY EACH SELLER
SCHEDULE 3.14

Buckeye Vacuum Trademarks



Registration No. 3668050

EVOLUTION

Registration No. 3118970



Registration No. 1628093

Buckeye Domain Names/Websites

- A Buckeyevac.com
- B Dustcare.com
- C Vacbagsonline.com [inactive]

Northwest Domain Names/Website

- A NWW.com [redirects to Buckeyevac.com]