

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LWG Consulting, Inc.		12/05/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PT&C Forensics, Inc.		
<b>Street Address:</b>	2727 Paces Ferry Road		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4057192	LWG EXPERT ALLIANCE	
<b>Registration Number:</b>	3525591	LWG CERTAINTY IN AN UNCERTAIN WORLD	
<b>Serial Number:</b>	86294788	LWG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123609315		
<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>			
<b>Phone:</b>	3123600080		
<b>Email:</b>	tmdocket@gbclaw.net		
<b>Correspondent Name:</b>	Greer, Burns & Crain, LTD		
<b>Address Line 1:</b>	300 South Wacker Drive		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	117380		
<b>NAME OF SUBMITTER:</b>	Tanja Proehl		
<b>SIGNATURE:</b>	/Tanja Proehl/		
<b>DATE SIGNED:</b>	03/23/2015		
<b>Total Attachments: 10</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 5<sup>th</sup> day of December, 2014, by and among PT&C Forensics, Inc., a Georgia corporation ("Buyer"), LWG Consulting, Inc., an Illinois corporation ("Seller"), and certain individuals executing this Agreement on the signature page hereof (collectively, the "Designated Shareholders").

### RECITALS:

A. Seller is engaged in the business of providing forensic engineering investigation and recovery solutions, including decontamination and restoration of equipment through its TekPro division (collectively, the "Business"), and the Designated Shareholders collectively own over 90% of the outstanding stock of Seller.

B. The parties have reached an understanding as to Buyer's purchase of certain assets and assumption of certain liabilities of Seller, and the Designated Shareholders have agreed to make certain representations and warranties and undertake and perform certain covenants, as further provided in this Agreement.

C. To protect the goodwill of the Business, the Designated Shareholders have agreed to refrain from competing with the Business and soliciting the employees or customers of the Business for five years after the Closing, as further provided in confidentiality and non-compete agreements which the Designated Shareholders are delivering to Buyer as a condition of Buyer's execution and delivery of this Agreement and consummation of the transactions contemplated hereby.

D. Each of the parties to this Agreement desires to set forth certain representations, warranties, covenants and indemnity obligations made to induce the others to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

IN CONSIDERATION OF the premises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

### Article 1

#### Purchase and Sale of Assets

1.1 Assets to be Purchased. At the Closing, subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the following assets of Seller, free and clear of all liens and encumbrances other than Permitted Liens (collectively, the "Assets"):


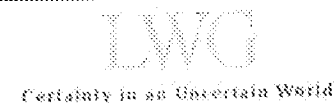

(a) \$75,000 in cash and cash equivalents (provided Buyer may decline to acquire such amount if and to the extent an equivalent amount is held as of Closing by the Subsidiaries as a group);

- (b) All product inventory and office supplies of any kind of Seller;
- (c) All work-in-process of Seller ("WIP");
- (d) All trade accounts receivable and notes receivable of Seller (the "Receivables");
- (e) All prepaid insurance, prepaid expenses, utility and rent deposits, security deposits and other current assets of Seller (excluding cash and cash equivalents, except as set forth in Section 1.1(a)), to the extent usable by Buyer;
- (f) All TekPro deposits as set forth on Schedule 1.1(f);
- (g) All office equipment and other equipment, machinery, furniture, furnishings, fixtures, computer equipment, servers, peripheral devices, leasehold improvements and related spare parts and supplies held for use in the Business, together with all manuals, written warranties (to the extent assignable) and other similar documents relating thereto;
- (h) All of Seller's stock or other equity interests in LWG Consulting Pte Ltd., a Singapore corporation, LWG Consulting (UK) Ltd., a U.K. limited company, LWG Consulting S.A. de C.V., a Mexico corporation, and LWG Forensics Inc., a Wyoming corporation ("LWG Wyoming");
- (i) All of Seller's right, title and interest (to the extent assignable) in and to (i) lease agreements for tangible personal property and fixtures used in the Business which were entered into in the ordinary course of the Business ("Equipment Leases"), (ii) the lease agreements executed by Seller for office space that are listed on Schedule 1.1(i), (iii) agreements by which any current or former employee, any prospective purchaser of the Business or other third party agrees to maintain the confidentiality of nonpublic information concerning Seller, or to refrain from competing with or disparaging Seller, or to refrain from soliciting the employees or customers of Seller and (iv) all written bids, offers, proposals, service contracts, supplier contracts and other executory contracts of Seller which were entered into in the ordinary course of the Business (the items described in (i) through (iii) collectively, the "Contract Rights");
- (j) All of Seller's right, title and interest in and to (i) the names "LWG Consulting," "TekPro" and "TekPro Global," (ii) all trademarks, trade names, trade secrets, patents, copyrights, owned or licensed computer software (including Microsoft Partner and EA agreements) (to the extent such licenses are assignable), URL domain names and addresses and e-mail addresses, website assets and rights, franchises, discoveries, technology, know-how and other intellectual property rights relating to Seller, and (iii) all applications and license rights (as licensor or licensee) (to the extent such license rights are assignable) for all of the foregoing, and all goodwill of the Business relating thereto (collectively, the "Intellectual Property Rights");
- (k) All of Seller's transferable permits and government licenses, reporting systems, customer lists, vendor lists, preferential purchasing arrangements, trade show preferences and reservations, subscriptions, trade association memberships and other intangible assets and rights not elsewhere listed;

SCHEDULE 3.5

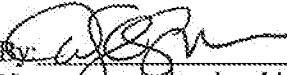
Intellectual Property Rights

Service Marks and Trademarks

Mark	Registration No.	Owner
LWG Expert Alliance	4,057,192 (United States)	LWG Consulting, Inc.
LWG Consulting, Inc.	3,564,350 (United States)	LWG Consulting, Inc.
	3,525,591 (United States)	LWG Consulting, Inc.
LWG CONSULTING LWG Consulting LWG Consulting lwg consulting	2504971 (United Kingdom)	LWG Consulting, Inc.
	T1412769Z (Singapore)	LWG Consulting PTE, Ltd.
LWG	T1412770C (Singapore)	LWG Consulting PTE, Ltd.
LWG	86294788 (United States) Application Date May 29, 2014	LWG Consulting, Inc.
	85947258 (United States) Application Date May 31, 2013	LWG Consulting, Inc.
LWG	Application No. 1682503 Application Date June 25, 2014	LWG Consulting, Inc.

IN WITNESS WHEREOF, Buyer and Seller have caused this Asset Purchase Agreement to be executed by their duly authorized representatives, and each Designated Shareholder has executed this Asset Purchase Agreement, on the day and year first above written.

PT&C FORENSICS, INC.

By:   
Name: D. W. Kyle Chapman  
Title: Chairman

LWG CONSULTING, INC.

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

\_\_\_\_\_  
Robert J. Wedoff, individually

\_\_\_\_\_  
Donald J. Skaff, individually

\_\_\_\_\_  
Mamoon M. Alyah, individually

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Bradley I. Davis, individually

\_\_\_\_\_  
Kenneth W. Robinson, individually

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Mark J. Ewing, individually

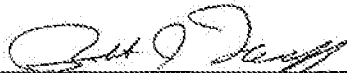
*Signature Page to the Asset Purchase Agreement*


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PT&C FORENSICS, INC.

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

LWG CONSULTING, INC.

By:   
Name: ROBERT J WEDOFF  
Title: PRESIDENT & CEO

  
Robert J. Wedoff, individually

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Donald J. Skaff, individually

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Mamoon M. Alyah, individually

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Bradley I. Davis, individually

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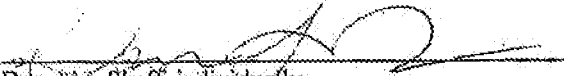
**PT&C FORENSICS, INC.**

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

**LWG CONSULTING, INC.**

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

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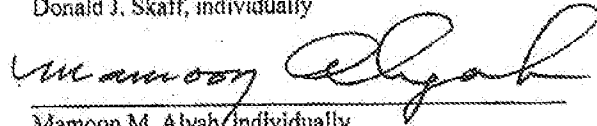
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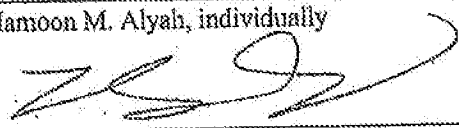
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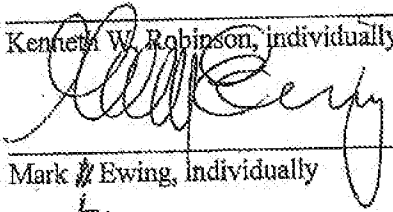
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