

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379044

<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>
National Equipment and Business Brokerage (NEBB) Institute, Inc.		02/16/2016	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEBB Institute, LLC		
<b>Street Address:</b>	2222 Sedwick Road		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3474106	CMEA	
<b>Registration Number:</b>	3312619	NEBB INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8443978265		
<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>	9198294296		
<b>Email:</b>	tmgroup@hutchlaw.com		
<b>Correspondent Name:</b>	Trevor P. Schmidt		
<b>Address Line 1:</b>	3110 Edwards Mill Road		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	ACAD.118		
<b>NAME OF SUBMITTER:</b>	Trevor P. Schmidt		
<b>SIGNATURE:</b>	/Trevor P. Schmidt/		
<b>DATE SIGNED:</b>	04/01/2016		
<b>Total Attachments: 6</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of February [16], 2016 (the "Effective Date"), by and among NEBB Institute, LLC, a North Carolina limited liability company (the "Buyer") on the one hand, and National Equipment and Business Brokerage Institute, Inc. ("NEBBI"), a Kansas corporation, and the Society of Business Analysts, Inc., d/b/a the International Society of Business Appraisers ("ISBA"), a Kansas corporation (each of NEBBI and ISBA may be referred to as a "Seller," or jointly, the "Sellers"), and the principal equity holders of the Sellers set forth on the signature page(s) hereto (the "Equity Holders" and together with the Sellers, the "Seller Parties").

The Sellers operate an equipment and business appraisal education and certification business (the "Business"). The Buyer is a member of the Eli Global family of companies and is wholly-owned, indirectly, by Greg E. Lindberg ("Lindberg") and was recently formed to acquire and operate the Business. The Equity Holders, as beneficial owners of the Sellers, are willing to guaranty certain obligations of the Sellers.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

### 1. The Transaction.

1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, the Sellers shall sell, transfer, assign and deliver to the Buyer and/or one or more of its affiliates as directed by the Buyer at Closing (each such affiliate, an "Affiliate"), and the Buyer and any such Affiliate shall purchase, accept and receive, all of the Sellers' right, title and interest in and to the Assets as so directed, and to carry on the business of the Sellers.

1.2 The Assets. The term "Assets" means all of the tangible and intangible assets of each Seller, including without limitation, trade secrets, proprietary methods and systems, software programs, websites, customer lists, contact and account information for all past and current customers and distributors, vendor/service provider lists, subscriber lists, marketing data, promotional materials, deposits with vendors, new products currently in development, as well as any plans for new products, excluding only the "Excluded Assets" (as defined below). For illustration and without limitation, the term "Assets" specifically includes the following:

- (a) all intellectual property rights related to the Business including, without limitation, all copyrights, trademarks, service marks, trade secrets, trade dresses, transferrable rights in and to software programs and goodwill related thereto, including the registered and unregistered copyrights, copyright applications, trademarks and trademark applications set forth on Schedule 1.2(a) (the "Intellectual Property") and any associated goodwill;
- (b) transferrable rights in and to the domain name registrations, web site content and URLs listed on Schedule 1.2(b) and related backend databases;
- (c) the inventory set forth on Schedule 1.2(c);
- (d) the contracts identified on Schedule 1.2(d) (the "Contracts");
- (e) Sellers' accounts receivable;
- (f) the prepaid expenses set forth on Schedule 1.2(f); and
- (g) the office, computer and printing equipment, together with the Sellers' transferable rights in any and all installed software and warranties related to such fixed assets and installed software, identified on Schedule 1.2(g).

*[Handwritten signature]*  
*[Handwritten initials]*

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

**BUYER:**

**NEBB Institute, LLC,  
a North Carolina limited liability company**

By:   
Greg E. Lindberg, Chairman

**SELLERS :**

**National Equipment and  
Business Brokerage Institute, Inc.,  
a Kansas corporation**

By: \_\_\_\_\_  
Daniel Hall, President

**Society of Business Analysts, Inc,  
d/b/a International Society of Business Appraisers  
a Kansas corporation**

By: \_\_\_\_\_  
Daniel Hall, President

**EQUITY HOLDERS**

Solely for purposes of Sections 5, 6.2, 6.3 and 6.5  
hereof:

\_\_\_\_\_  
Daniel Hall

\_\_\_\_\_  
Don Hankins

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

**BUYER:**

**NEBB Institute, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Greg E. Lindberg, Chairman

**SELLERS:**

National Equipment and  
Business Brokerage Institute, Inc.,  
a Kansas corporation

By: \_\_\_\_\_  
Daniel Hall, President

Society of Business Analysts, Inc,  
d/b/a International Society of Business Appraisers  
a Kansas corporation

By: \_\_\_\_\_  
Daniel Hall, President

**EQUITY HOLDERS**

Solely for purposes of Sections 5, 6.2, 6.3 and 6.5  
hereof

\_\_\_\_\_  
Daniel Hall

\_\_\_\_\_  
Don Hankins

## DISCLOSURE SCHEDULES

This Disclosure Schedule is prepared and delivered pursuant to Sections 2 and 3 of that certain Asset Purchase Agreement (the “**Agreement**”) dated as of February 16, 2016, by and among NEBB Institute, LLC, a North Carolina limited liability company (“**Buyer**”), National Equipment and Business Brokerage Institute, Inc. (“**NEBBI**”), a Kansas corporation, the Society of Business Analysts, Inc., d/b/a the International Society of Business Appraisers (“**ISBA**”), a Kansas corporation (each of NEBBI and ISBA may be referred to as a “**Seller**,” or jointly, the “**Sellers**”), and the principal equity holders of the Sellers set forth on the signature pages thereto. The headings contained in this Disclosure Schedule are for reference purposes only and shall not affect in any way the disclosures contained herein or the meaning or interpretation of such disclosures.

Schedule 1.2(a) Intellectual Property

Schedule 1.2(b) Domain name registrations, web site content and URLs

Schedule 1.2(c) Inventory

Schedule 1.2(d) Contracts

Schedule 1.2(f) Prepaid expenses

Schedule 1.2(g) FF&E and Software and any rights

Schedule 1.3 Excluded Assets

Schedule 1.5(a) (ii) Deferred income accounts

Schedule 1.5(a) (iii) Accounts Payable

Schedule 1.6 Allocation of Purchase Price and Assumed Liabilities

Schedule 2.2 Encumbrances

Schedule 2.3 Financial Statements

Schedule 2.9 Compliance with Laws - Permits

Schedule 2.10 Unusual transactions outside the normal scope of business

Schedule 2.12 Related Party Transactions

Schedule 6.6 Employees to receive employment agreements

Schedule 1.2 (a) Intellectual Property

**NEBB Institute, Inc.**

**Registered**

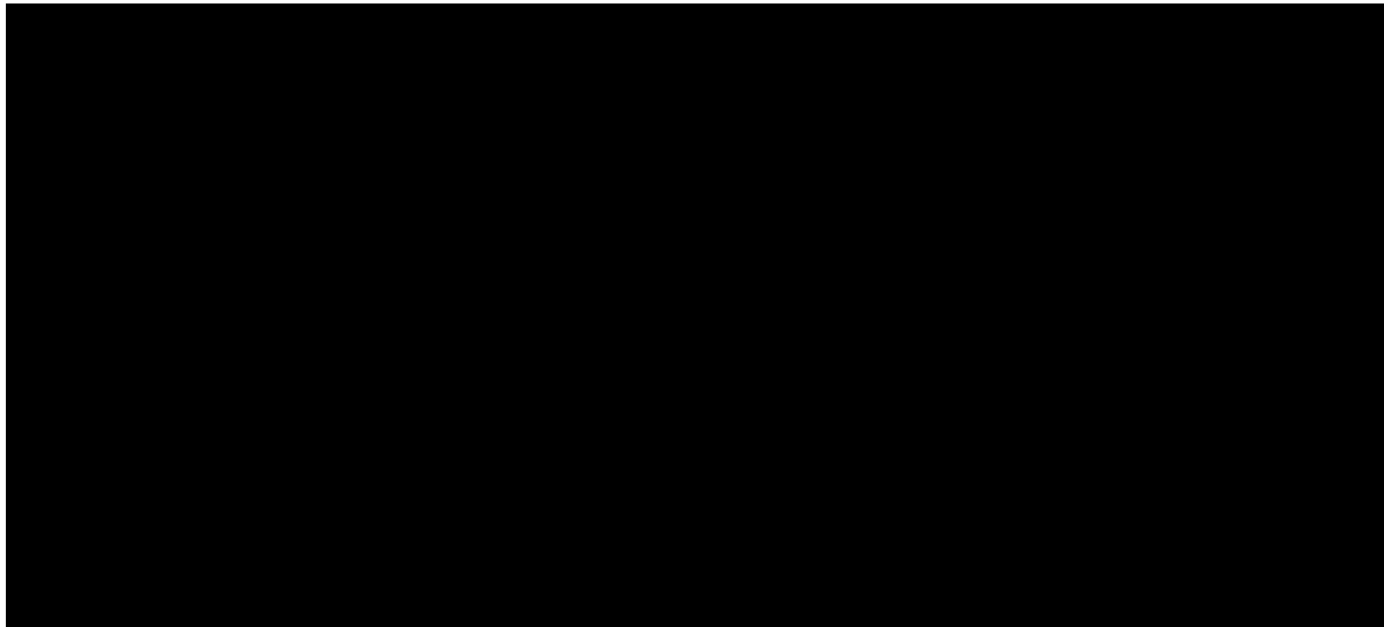
**Trademark** – CMEA – Registration Number 3,474,106/ US Serial number 78/961,293 – Registration date – July 22, 2008

Trademark used to designate the Certified Machinery & Equipment Appraiser designation/credential.

**Trademark** – NEBB Institute – Registration Number 3,312,619 – Registration date – October 16, 2007

Trademark used to designate the name of the company

Both of these trademarks have been assigned to NEBB Institute, Inc. on August 8, 2013 from John Harris who originally filed them.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]