

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387525

<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>
Wisconsin Motors, LLC		09/09/2014	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WMI ACQUISITION, LLC		
<b>Street Address:</b>	210 N. COMANCHE LANE		
<b>City:</b>	WAUKESHA		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53188		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1944950	WISCONSIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4142988185		
<b>Email:</b>	tadmin@reinhardt.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N. Water Street; Suite 1900		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman		
<b>SIGNATURE:</b>	/dek/		
<b>DATE SIGNED:</b>	06/10/2016		
<b>Total Attachments: 4</b>			
source=Wisconsin Motors, LLC - WMI Acquisition, LLC - Asset Purchase Agreement#page1.tif			
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CH \$40.00 1944950

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 9 day of September, 2014 by and among WMI Acquisition, LLC, a Wisconsin limited liability company (the "Buyer") and Wisconsin Motors, LLC, a Wisconsin limited liability company (the "Seller").

### R E C I T A L S

WHEREAS, Seller is engaged in the business of design, engineering and manufacturing of engines and their components and accessories (the "Business");

WHEREAS, V&L Tool, Inc., a Wisconsin corporation (the "V&L"), is the sole member of Seller.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain of the assets of Seller used in and related to the operation of the Business upon the terms and conditions set forth herein; and

WHEREAS, in a related transaction, VLT Acquisition, LLC, a Wisconsin limited liability company and parent of Buyer ("VLT Acquisition"), will acquire certain of the assets of V&L (the "V&L Transaction").

WHEREAS, in a related transaction, VLT Acquisition issued Wisconsin Engines LLC, a Tennessee limited liability company, a promissory note in the principal amount of \$650,000.00 (the "Note Transaction").

### A G R E E M E N T S

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

I. Purchase of Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and accept from Seller as of the date of Closing (as defined herein) all of the right, title and interest of the Business in and to all of the assets of the Business, including, without limitation, the assets described in this Section I (sometimes collectively referred to as the "Purchased Assets"). The Purchased Assets are as follows:

A. Inventory. All inventories, including raw materials, work in process and finished goods, as well as supplies, product samples, shipping contracts and shipping containers (the "Inventory").

B. Cash. Cash on hand as of the date of Closing (as defined herein), cash equivalents, certificates of deposit, money market instruments, commercial paper and marketable securities (the "Cash").

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C. Accounts Receivable. All trade accounts receivable ("Receivables").

D. Personal Property. All equipment, leasehold improvements, fixtures, furniture, furnishings, tools, computer software, and other personal property, all as listed on the schedule to this Section (the "Personal Property").

E. Contracts. The contracts and commitments with customers, suppliers or others, including, without limitation, all sales and purchase orders, noncompetition or employment agreements, dealer and distributor agreements, and all other contracts and commitments entered into on or before the Closing Date (the "Contracts").

F. Leases. The leases of equipment, automobiles and other tangible personal property (the "Leases").

G. Prepaid Assets. The prepaid items (the "Prepaid Assets").

H. Records and Documents. All records and documents wherever located, including, without limitation, books, records, supplier and customer lists, employee files, work orders, credit information, correspondence and drawings and all information and documentation, including engineering reports and surveys, drawings and technical documentation, all warranties and guaranties (the "Documents").

I. Intangible Assets. All of the Seller's right, title and interest in and to all goodwill, patents, licenses, trade names, trademarks, service marks, copyrights, government approvals, permits, licenses or authorizations (and applications for any of the foregoing) and all trade secrets, confidential information, customer lists and other similar intangible assets relating to Seller or its assets, including, without limitation, the exclusive use of the name "Wisconsin Motors, Inc." and all variations thereof, telephone numbers, telephone and trade directory listings and websites (the "Intangible Assets").

2. Assets Excluded from Sale. The following assets (the "Excluded Assets") of Seller shall be retained by Seller and excluded from the Purchased Assets:

A. Those assets and personal property set forth on the schedule to this Section.

3. Assumption and Exclusion of Liabilities and Obligations.

A. Assumption. As partial payment for the purchase of the Purchased Assets, Buyer shall, at Closing, assume and agree to pay, perform and discharge only the following liabilities and/or obligations of Seller (the "Assumed Liabilities"):

(i) All trade accounts payable arising in the ordinary course of business prior to Closing for goods supplied or services rendered to the Business, but only to the extent the same have not been paid or discharged prior to the Closing Date;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

**BUYER:**

**WMI ACQUISITION, LLC**

By:

  
Michael C. Dobson, Manager

**SELLER:**

**WISCONSIN MOTORS, LLC.**

By:

\_\_\_\_\_  
Gerald Schaefer, Manager

[Signature Page -- Asset Purchase Agreement (Wisconsin Motors, LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

BUYER:

WMI ACQUISITION, LLC

By: \_\_\_\_\_  
Michael C. Dobaon, Manager

SELLER:

WISCONSIN MOTORS, LLC.

By: Gerald Schaefer  
Gerald Schaefer, Manager

{Signature Page – Asset Purchase Agreement (Wisconsin Motors, LLC)}

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