

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Court Order Releasing Security Interests in Bankruptcy Assets Including Trademarks of Lexington Logistics, LLC (successor in interest of Trienda, LLC and Spara Logistics, LLC)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, As Agent		03/12/2014	BANKING CORPORATION:
RECEIVING PARTY DATA			
Name:	Lexington Logistics, LLC (successor in interest of Trienda, LLC and Spara Logistics, LLC)		
Street Address:	N7660 INDUSTRIAL ROAD		
City:	PORTAGE		
State/Country:	WISCONSIN		
Postal Code:	53901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1433917	BIG PAK	
Registration Number:	2029260	EVER-LOK	
Registration Number:	1932297	T TRIENDA	
Registration Number:	1926678	TRIENDA	
Registration Number:	1954902	DC	
Registration Number:	1964552	T TRIENDA	
Registration Number:	1967292	TRIENDA	
CORRESPONDENCE DATA			
Fax Number:	4142713552		
<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:	tm-dept@quarles.com		
Correspondent Name:	Hillary J. Wucherer		
Address Line 1:	Quarles & Brady LLP - ATTN IP Docket		
Address Line 2:	411 E. Wisconsin Ave., Suite 2350		
Address Line 4:	Milwaukee, WISCONSIN 53202-4426		
NAME OF SUBMITTER:	Hillary J. Wucherer		

CH \$190.00 1433917

SIGNATURE:	/Hillary J. Wucherer/
DATE SIGNED:	11/16/2016

Total Attachments: 25

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FIFTH THIRD BANK, as Agent,

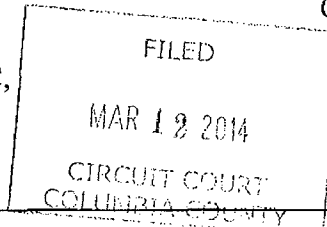
Plaintiff,

v.

Case No. 13-CV-000148

LEXINGTON LOGISTICS, LLC,

Defendant.



ORDER APPROVING THE SALE OF CERTAIN ASSETS OF LEXINGTON LOGISTICS, LLC FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, DETERMINATION OF VALUE PURSUANT TO § 128.25(6)(C), WIS. STATS., AND AUTHORIZING THE DISBURSEMENT OF SALE PROCEEDS

Upon consideration of the Receiver's Motion to Sell Certain Assets of Lexington Logistics, LLC Free and Clear of All Liens, Claims and Encumbrances, Petition for Determination of Value Pursuant to §128.25(6)(c), Wis. Stats., and for Authority to Disburse the Sale Proceeds and the notice of hearing (the "Sale Motion"), and all other pleadings on file herein; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all employees, creditors and other parties in these proceedings, to all parties who expressed an interest in acquiring the assets which are the subject of these proceedings, and to all other persons or entities who may otherwise have been entitled to receive notice; and for the reasons stated on the record at the sale hearing, the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On February 4, 2014, this Court entered an Order Appointing Michael S. Polsky, Esq. as the Receiver (the "Receiver") of Lexington Logistics, LLC ("Lexington") pursuant to Chapter 128 of the Wisconsin Statutes.

2. This Court has also entered an Order Establishing Case Management Procedures and Authorizing the Employment of Professionals by the Receiver.

3. On Monday, March 10, 2014, a going concern auction (the "Auction") was conducted by the Receiver pursuant to the Auction Terms and Procedures (the "Auction Terms") on file herein.

4. The highest and best bid which the Receiver obtained was from TriEnda Holdings, LLC (the "Buyer") for the sale of Lot 2 as defined by the Auction Terms, the operating assets of Lexington, including, but not limited to, all accounts receivable, equipment, inventory and intangible assets (the "Assets"), to the Buyer, for the sum of \$13,600,000 cash (the "Purchase Price"). In addition, the Buyer has agreed to make offers of employment to substantially all of the active employees of Lexington as of the closing and assume certain accrued vacation liabilities owed to Lexington's employees.

5. The next highest and best bid for the Assets which the Receiver obtained at the Auction was from Wolverine Capital Partners, LLC (the "Back-Up Bidder") in the amount of \$13,000,000 cash.

6. The Receiver has filed his Report of Sale with the Court.

7. The Asset Purchase Agreement between the Receiver and the Buyer, and the Asset Purchase Agreement between the Receiver and the Back-Up Bidder are subject to the approval of this Court.

8. The Buyer, and the Back-Up Bidder have advised the Receiver and the Court that they are each ready, willing and able to acquire the Assets pursuant to the terms of their respective Asset Purchase Agreement without any contingencies whatsoever other than (a)

contingencies set forth in the Asset Purchase Agreements between the Receiver, on the one hand, and each of the Buyer and the Back-Up Bidder on the other hand, and (b) approval of this Court.

9. The bids submitted by the Buyer and the Back-Up Bidder are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and represent a fair value of the Assets.

10. The sale of the Assets pursuant to the Asset Purchase Agreements described above are for an amount in excess of the liquidation value of the Assets, and the Receiver has recommended approval of such sales.

11. Plaintiff, Fifth Third Bank, on behalf of itself and as Agent ("Fifth Third" or, in its capacity as Agent, "Agent") for the senior secured lenders (collectively, the Lenders) of Lexington, which has valid, properly-perfected, continuing security interests in and liens on, among other things, the Assets, has agreed to release its liens and security interests in the Assets upon Fifth Third's receipt of the net sale proceeds of the Assets, in cash, for final application to the indebtedness owed to Agent and Lenders.

12. Under the circumstances, the sale of the Assets pursuant to the Asset Purchase Agreements described above are in the best interests of all creditors of Lexington and all parties-in-interest.

13. The Auction and the Auction Terms represent a commercially reasonable and fair process to sell the assets referenced herein.

14. The Receiver conducted the Auction in good faith and in a commercially reasonable manner and complied with the Auction Terms in all material respects.

15. The Auction represents a liquidator's sale of assets and determination of value of the Assets pursuant to § 128.25(6)(c), Wis. Stats., and the Purchase Price is in excess of the liquidation value of the Assets pledged by Lexington to its secured creditors.

16. No party in interest has objected to the Sale Motion, including the proposed sale of the Assets free and clear of all liens, claims and encumbrances, or any such Objections have been overruled or withdrawn.

CONCLUSIONS OF LAW

17. The sale of the Assets pursuant to the Asset Purchase Agreements described above complies in all respects with Chapter 128 of the Wisconsin Statutes and the Auction Terms.

18. Any Objections to the Sale Motion are hereby overruled on their merits.

19. Upon closing, the sale of the Assets by the Receiver will constitute a valid, legal and enforceable transfer to the Buyer or the Back-Up Bidder of all of the Receiver's right, title and interest in and to the Assets, free and clear of all liens, claims, interests and encumbrances on the terms set forth herein.

20. The Buyer and the Back-Up Bidder shall not be liable for any of Lexington's debts, liabilities or obligations, except those expressly assumed pursuant to the Asset Purchase Agreement. The Buyer and Back-Up Bidder are not successors to Lexington. The sale does not constitute a consolidation, merger or defacto merger of Lexington and the Buyer or the Back-Up Bidder. The Buyer and the Back-Up Bidder are not a mere continuation of Lexington.

21. As a result of the liquidator's sale of the Assets for less than the amount owed to Lenders, all subordinate lien creditors shall be deemed unsecured solely with respect to the Assets in these proceedings.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Receiver's Report of Sale is hereby approved.
2. The proposed sale of the Assets to the Buyer at the Purchase Price, or to the Back-Up Bidder, if the Buyer fails to close at the Purchase Price, by the Receiver is hereby approved in all respects.
3. The Receiver is hereby authorized to execute the Asset Purchase Agreements and shall consummate the sale of the Assets pursuant to the terms and conditions of the Asset Purchase Agreements and the Auction Terms.
4. The Receiver is hereby authorized to sell the Assets to the Buyer and, if the Buyer fails to close, to the Back-up Bidder, free and clear of all liens, claims and encumbrances upon payment of the Purchase Price pursuant to the Asset Purchase Agreement.
5. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyer and, if the Buyer fails to close, to the Back-up Bidder, any and all documents necessary to carry out the provisions of the proposed sale, including all such Bills of Sale or other documentation as may be necessary or desirable to consummate the sale, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sales described above without further Order of this Court.
6. Upon closing of the sale described above, all of the Receiver's right, title and interest in and to the Assets shall be vested in the Buyer and, if the Buyer fails to close, to the Back-up Bidder, free and clear of all liens, claims, interests and encumbrances. All liens, claims, interests and encumbrances shall be released from the Assets and attach to the proceeds of sale to the same extent and priority as they existed with respect to the Assets immediately prior to the

closing and neither the Buyer nor the Back-Up Bidder shall be liable for any of Lexington's debts, liabilities or obligations, except those expressly assumed pursuant to the Asset Purchase Agreements executed by the Buyer and the Back-up Bidder, or in any other written agreement with the Receiver.

7. The Receiver is authorized and directed to disburse the net sale proceeds to Agent and the Lenders, in partial satisfaction of their secured claims in this matter and for application to such claims on a final basis.

8. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, the Asset Purchase Agreement with the Buyer and, if the Buyer fails to close, with the Back-up Bidder, and to resolve any disputes with respect to the sale by the Receiver of the Assets.

Dated this 12th day of March, 2014.

BY THE COURT:

151 W. Andrew Voigt
W. Andrew W. Voigt
Circuit Court Judge

LEXINGTON LOGISTICS, LLC

D/B/A TRIENDA

AUCTION

MARCH 10, 2014

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FIFTH THIRD BANK, as Agent,

Plaintiff,

v.

Case No. 13-CV-000148

LEXINGTON LOGISTICS, LLC d/b/a TriEnda,

Defendant.

AUCTION TERMS AND PROCEDURES

I. AUCTION TERMS

1. Assets. Michael S. Polsky, Esq., Wis. Stats. Chapter 128 Receiver (the "Receiver") of Lexington Logistics, LLC ("Lexington") will conduct a going concern auction (the "Auction") of substantially all of Lexington's assets (collectively, and in all events excluding the excluded assets listed on Exhibit B attached hereto, the "Assets"), which Auction shall take place at the Madison Concourse Hotel, One West Dayton Street, Madison, Wisconsin 53703, on Monday, March 10, 2014 at 10:00 a.m. Central Time. The Assets will be sold in lots (each, a "Lot") as described below.

2. As is, where is. The Assets will be sold on an "as is, where is" basis with all faults, without any representations or warranties by Lexington, the Receiver, the Receiver's investment bankers and financial advisors, Livingstone Partners LLC ("Livingstone") or Plaintiff, Fifth Third Bank, as Agent ("Fifth Third" or, in its capacity as Agent, "Agent") for the senior secured lenders (collectively, the "Lenders") of Lexington, or any of the Lenders.

3. Free and clear of liens. The sale of the Assets shall be free and clear of all liens, claims, interests, and encumbrances as provided for in a court order approving the sale, with any

and all liens, claims and encumbrances attaching to the proceeds of sale in the order of their priority.

4. Due diligence. Prior to the Auction, the Receiver and Livingstone shall grant reasonable access to the Assets and make due diligence information available to any prospective buyer who executes and delivers a Confidentiality Agreement acceptable to the Receiver.

5. Asset Purchase Agreement. Prior to the hearing to approve the sale of the Assets, all potential buyers of the Assets shall execute and deliver to the Receiver an Asset Purchase Agreement in form and substance acceptable to the Receiver, Agent, and the Lenders. Interested parties may obtain the proposed form of Asset Purchase Agreement by contacting the Receiver. The proposed form of Asset Purchase Agreement shall be in form and substance satisfactory to Agent and the Lenders.

6. Stalking Horse Bidder. At any time prior to the commencement of the Auction, after consultation with, and subject to the consent of, Agent and the Lenders, the Receiver shall have the right to designate an entity to serve as the initial bidder (a "Stalking Horse Bidder") on any particular Lot or Lots of Assets and to offer such Stalking Horse Bidder a break-up fee in a reasonable amount to be agreed upon by the Receiver, Agent, the Lenders and the Stalking Horse Bidder (a "Break-Up Fee"); provided, however, that no Stalking Horse Bidder shall be entitled to a Break-Up Fee unless (a) such Stalking Horse Bidder (i) executes an Asset Purchase Agreement acceptable to the Receiver, Agent and the Lenders and (ii) is ready, willing and able to close on the sale of Assets included in such Lot or Lots pursuant to, and in accordance with, such Asset Purchase Agreement, and (b) the Assets included in such Lot or Lots are sold to another bidder. As part of its bid, a Stalking Horse Bidder must submit an earnest money deposit in an amount acceptable to the Receiver, Agent and the Lenders. To the extent a Stalking Horse Bidder has

been designated by the Receiver for such Lot, the bidding for such Lot shall start at the purchase price offered by such Stalking Horse Bidder plus the sum of the Break-Up Fee and an amount to be determined by the Receiver in his discretion.

7. Court approval. Lexington is the subject of receivership proceedings under Chapter 128 of the Wisconsin Statutes which are pending in the Circuit Court for Columbia County, Wisconsin, Case No 2013CV148 (the "Receivership Proceedings"). A hearing will be held in the Receivership Proceedings at the Columbia County Courthouse, 400 DeWitt Street, Portage, WI 53901 on Wednesday, March 12, 2014, at 3:30 p.m. Central Time to approve the sale of the Assets (the "Hearing").

8. Hearing Appearance. A Successful Bidder, as defined below, shall appear at the Hearing and state, on the record, that such bidder is ready, willing and able to close on the purchase of the Lots included in the bid of such Successful Bidder with no contingencies whatsoever other than Court approval of the transaction, subject to, and in accordance with, the terms of any applicable Asset Purchase Agreement between the Successful Bidder and the Receiver.

9. Closing. The closing of all sales of the Assets shall take place at the offices of the Receiver in Milwaukee, Wisconsin as soon as practicable following the Court's entry of an order, in form and substance satisfactory to Agent and the Lenders, approving the sale of the Assets free and clear of all liens, claims and encumbrances (the "Sale Order"), but in no event later than 5 business days following entry of the Sale Order (the "Closing Date"). If a Successful Bidder, as defined below, fails to close for any reason other than a material default by the Receiver, such Successful Bidder's earnest money shall be forfeited to the Receiver as liquidated damages, and a closing of a sale of the Assets to the Back-Up Bidder (as defined below) shall

take place by 5:00 p.m. on the first business day following the Closing Date. An appeal of the Sale Order shall not, absent a stay pending appeal or injunction enjoining the closing, relieve either party of the obligation to close such sale. All sales shall be final and for cash, except as otherwise agreed to in writing between the buyer of Assets and the Receiver with the prior written consent of Agent and the Lenders.

II. BID PROCEDURES

1. **Bidder qualifications.** Only an entity ("Qualified Bidder") that has submitted a qualified bid in accordance with these Auction Terms and Procedures (a "Qualified Bid") to the Receiver may participate in the Auction. A bid must satisfy the following requirements in order to be deemed a Qualified Bid:

A. The bid must be in the form of an executed Asset Purchase Agreement marked to show all differences between the terms of either (a) the Receiver's proposed form of Asset Purchase Agreement or the Stalking Horse Bidder's Asset Purchase Agreement, if applicable;

B. A Qualified Bid must be accompanied by an earnest money deposit in an amount acceptable to the Receiver, Agent and the Lenders in the form of (i) a wire transfer to an account to be designated by the Receiver, or (ii) a cashier's or certified check payable to the Receiver. The Receiver shall hold all earnest money deposits in escrow. If a Qualified Bidder is designated by the Receiver (after consultation with, and subject to the consent of, Agent and the Lenders) as the highest or best bidder for any Lot (a "Successful Bidder") at the Auction, its earnest money deposit shall be credited against the purchase price of the Assets at closing. Except with respect to the earnest money deposits of a Successful Bidder and a Qualified Bidder whom the Receiver designates at the Auction as a Back-Up Bidder (as defined below), the Receiver shall return all earnest

money deposits within three (3) business days following the closing of the sale of Assets (the "Closing") to a Successful Bidder whose bid has been confirmed by the Court;

C. The bid must be accompanied by (and, if requested by the Receiver or Agent, supplemented at any time with) information that will demonstrate to the satisfaction of the Receiver, in the exercise of his reasonable discretion, after consultation with Agent and the Lenders, that the entity submitting the bid has the financial resources required to pay for the Assets with cash or cash equivalents at the Closing;

D. The bid must be submitted to the Receiver and Agent on or before the day of the Auction and no bids submitted after that time will be considered by the Receiver;

E. A Qualified Bidder must be present at the Auction in person or by a duly authorized agent;

F. A Qualified Bidder must register by signing the "official sign-in sheet" at the Auction, acknowledging its interest in participating in the Auction and its familiarity with and acceptance of these Auction Terms and Procedures;

G. A Qualified Bidder must advise the Receiver, in writing at or prior to the Auction, if any owner or principal of the buying group includes or will include a shareholder, officer or director or former employee of Lexington; and

H. Agent and the Lenders are the senior secured creditors of Lexington and are deemed to be a Qualified Bidder at any Auction. Agent, for itself and the Lenders, may credit bid at any Auction all or any portion of the obligations owed to Agent and the Lenders by Lexington.

2. Bids. All bids shall be unconditional. Without limiting the generality of the foregoing, no bid shall be conditioned upon acceptance of one or more other bids, financing or

additional due diligence. **BIDS FOR A PORTION OF THE ASSETS IN ANY LOT WILL NOT BE CONSIDERED.** All bids are subject to approval of the Court overseeing the Receivership Proceedings.

3. Order of sale. The Auction shall proceed in rounds. The Lots shall be offered for sale in such manner as the Receiver deems appropriate after consultation with Agent and the Lenders. Each bidder shall have fifteen (15) minutes in each round to provide the Receiver with its bid. Subsequent bids shall be in increments as determined by the Receiver, and such incremental consideration for each overbid must be in cash (except in the case of Agent and the Lenders, who may credit bid cash increments). The Receiver will take into account any Break-Up Fee in each round of bidding by the Stalking Horse Bidder, if applicable. Specifically, if applicable, the Stalking Horse Bidder will be entitled to submit successive bid overbids at the Auction and, in calculating the amount of the Stalking Horse Bidder's overbid, the Stalking Horse Bidder shall be entitled to a credit in the amount of the Break-Up Fee. For example, if applicable, if at the Auction a subsequent bid submitted by the Stalking Horse Bidder makes the Stalking Horse Bidder a Successful Bidder (over the bid of another Qualified Bidder that was submitted), then the purchase price that must be paid by the Stalking Horse Bidder will be reduced by the amount of the Break-Up Fee.

4. Secured Creditor Consent. The Assets are subject to valid, enforceable, properly-perfected, first-priority liens and security interests in favor of Agent (on behalf of itself and the Lenders), and, if the proceeds of the sale of the Assets are not sufficient to pay Lexington's aggregate indebtedness to Agent and the Lenders in full in cash, then such sale is subject to the express written consent and approval of Agent and the Lenders. Agent, the Lenders, and the Receiver reserve the right at all times to reject the bid of any Successful Bidder and to decline to

sell all or any of the Assets at the Auction to such Successful Bidder for any reason in their sole and absolute discretion and without any liability or obligation whatsoever to any individual or entity submitting a bid or participating in the Auction or otherwise.

5. Court Approval. If the Receiver agrees, with agreement of Agent and the Lenders, to accept the bid for the purchase of any Lot of a Successful Bidder, he shall do so at the conclusion of the Auction, and the Receiver shall use his best efforts to have the Court overseeing the Receivership Proceedings enter the Sale Order authorizing the Receiver (a) to consummate the sale of that Lot pursuant to the terms of the bid of such Successful Bidder, and (b) to execute such reasonable additional documentation as is necessary to complete the sale, all in form and substance satisfactory to Agent and the Lenders. The bid of a Successful Bidder shall be binding on such Successful Bidder and may be withdrawn only in the event it is not approved by the Court overseeing the Receivership Proceedings. The bid of a Successful Bidder is not binding on the Receiver until the Court overseeing the Receivership Proceedings enters the Sale Order approving the sale of the Lot pursuant to the bid of such Successful Bidder.

The Receiver will ask the Court to approve the highest or best offer for the Lots, with the right of the Receiver (after consultation with, and subject to the consent of, Agent and the Lenders) to accept and close on the sale with the bidder making the next highest or best bid (the "Back-Up Bidder") if a Successful Bidder fails to timely close. If applicable, in the event that the Stalking Horse Bid is the highest or best bid for the Assets subject to the Stalking Horse Bid, the Receiver will ask the Court to approve the Stalking Horse Bid.

6. Auction rules. At the Auction, the Receiver may adopt additional or other rules which are consistent with, and reasonably necessary to implement, these Auction Terms and Procedures, subject to the consent of Agent.

7. Lots. Attached hereto as Exhibit "A" and incorporated herein is a description of the Lots to be sold at the Auction.

8. Assets excluded from the Auction. All Assets not designated by the Receiver as included in a Lot are excluded from the Auction including the excluded assets listed on Exhibit "B" attached hereto.

9. Additional Information. If a prospective buyer has any questions regarding Lexington, the Receivership Proceedings, these Auction Terms and Procedures, the Assets or the Auction, please contact the following:

Joseph Greenwood
Livingstone Partners LLC
443 North Clark
Chicago, IL 60654
312-670-5900 - Phone
312-670-5920 - Fax
greenwood@livingstonepartners.com

or

Michael S. Polsky, Esq., Receiver
Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202
(414) 390-5935 – Phone
(414) 273-7786 – Fax
mpolsky@bcblaw.net

Dated this 12th day of February, 2014.

BECK, CHAET, BAMBERGER & POLSKY, S.C.
Attorneys for Michael S. Polsky, Esq.
Wis. Stats. Chapter 128 Receiver

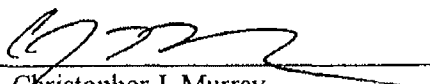
By: 
Christopher J. Murray
State Bar No. 1059526

EXHIBIT A

AUCTION LOTS

1. All Assets
2. All Assets excluding Lot 3
3. Any and all rights, claims (including, without limitation, commercial tort claims), and causes of action of Lexington against, and any and all accounts owed to Lexington by, Schoeller Arca Systems, Inc., Schoeller Arca Systems Services N.V. (f/k/a Schoeller Arca Systems Service B.V.), Schoeller Allibert Limited, or any of their respective parent(s), subsidiaries, affiliates, successors, or assigns (collectively "SAS"), including, without limitation, any and all such rights, claims, causes of action, or accounts relating to In re: Lexington Logistics, LLC, f/k/a Spara Logistics, LLC v. Schoeller Arca Systems, Inc. and Schoeller Arca Systems Services B.V., f/k/a Schoeller Arca Systems N.V., International Centre for Dispute Resolution (International Arbitration Tribunal), Case Number 50-154-T-00407-11, and including any award and/or judgment in favor of Lexington; and any and all production equipment, raw materials, and work in process related to work produced for SAS under that certain Production Agreement dated May 18, 2008 between Trienda and SAS
4. Any combination of Lots 2 through 3

EXHIBIT B

EXCLUDED ASSETS

- A. All cash on hand or on deposit, including all bank accounts and lockboxes;
- B. All causes of action in favor of Lexington or the receivership estate, including claims under Chapter 128 and 242 of the Wisconsin Statutes;
- C. All rights and claims that Lexington and/or Receiver may have against any third party with respect to any Excluded Asset, claims or causes of action against former and current officers and directors of Lexington, any claims against auditors and other professional service providers of Lexington, and any claims against any affiliates and/or "insiders" (as defined in the Bankruptcy Code or the common and statutory laws of Wisconsin) of Lexington (including, without limitation, any claims or causes of action that Lexington and Receiver may hold against Boston Finance Group, LLC or its affiliates);
- D. Any and all rights, claims, or causes of action that Lexington and/or Receiver may have, if any, against Agent or any Lender, including, without limitation, Fifth Third Bank, in its capacity as a lender, as agent for any lender, or otherwise, and each of their respective successors and assigns and present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, financial advisors, legal representatives, and other representatives;
- E. All equity interests in other entities held by Lexington;
- F. All good faith or other bid deposits submitted by any third party pursuant to the Auction Terms and Procedures;
- G. the stock and any other equity interests or securities, including promissory notes, issued by Lexington;

- H. All refund claims, including insurance and tax refunds;
- I. All leased equipment;
- J. All licensed software;
- K. All life insurance policies owned by Lexington and the cash surrender value of those policies, if any;
- L. Any customer owned inventory and customer owned tooling; and
- M. All books and records.

8

Intellectual Property Rights & Intangible Assets

All phone numbers associated with Lexington Logistics, LLC d/b/a TriEnda, all open orders, all customer lists, all books and records, with the exception of excluded assets.

Type of Intellectual Property	Property	IP/Application Number	Jurisdiction
Domain	trienda.com		
Domain	SparaLogistics.com		
Patent	Rotatable Sheet Support Structure for a Twin-Sheet Thermo	223,811	United States
Patent	Pallet Sleeve Clip w/ Visible Positive Open & Closed Positions	2,112,668	United States
Patent	EP0905034	2,112,668	European Patent Organization
Patent	Thin Sheet Thermo Pallet Sleeve	206,384	United States
Patent	Thin Sheet Thermo Pallet Sleeve	MX9708929	Mexico
Patent	Rotatable Sheet Support Structure for a Twin-Sheet Thermo	5,975,879	United States
Patent	Twin Sheet Thermo Pallet w/ High Stiffness Deck	5,813,355	United States
Patent	Double Deck Plastic Pallet	5,197,396	United States
Patent	Twin-Sheet Thermo Pallet w/ High Stiffness Deck	5,566,624	United States

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Patent	Twin-Sheet Thermo Apparatus w/ Hydraulic Array Mold Support	5,800,846	United States
Patent	Double Deck Plastic Pallet	5,351,629	United States
Patent	Double Deck Plastic Pallet	5,413,052	United States
Patent	Twin-Sheet Thermo Process w/ Inj. Reinforcement	5,624,630	United States
Patent	Selectively Reinforced Thermo Article & Process	5,885,691	United States
Patent	Transportable Part Rack	6,550,623	United States
Patent	Conveyorable Plastic Thermo Pallet & Method for making pallet	244,492	United States
Patent	Conveyorable Plastic Thermo Pallet & Method for making pallet	MXPA03009948	Mexico
Patent	Conveyorable Plastic Thermo Pallet & Method for making pallet	2,433,123	United States
Patent	Transportable Part Rack	243,672	United States
Patent	Transportable Part Rack	MXPA03006793	Mexico
Patent	Machine Dispensed Modular Pallet	6,234,087	United States
Patent	Low Profile Material Handling Platform	6,186,078	United States
Patent	Rack Support system for Plastic Pallets	6,286,693	United States
Patent	Pallet Sleeve Clip w/ Visible Positive Open & Closed Positions	5,862,917	United States

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Patent	Thin Sheet Thermo Pallet Sleeve	5,829,595	United States
Patent	Plastic Pallet	D369,743	United States
Patent	Modular Shipping Container & Clip for Asm. Components Thereof	2,106,995	United States
Patent	Twin-Sheet Thermo Pallet w/ High Stiffness Deck	2,183,365	United States
Patent	Conveyorable Plastic Thermo Pallet & Method for Making Pallet	5,829,595	United States
Patent	Pallet Sleeve Clip w/ Visible Positive Open & Closed Positions	D369,743	United States
Patent	Twin-Sheet Thermo Pallet w/ High Stiffness Deck	9,603,396	United States
Patent	Twin-Sheet Thermo Pallet w/ High Stiffness Deck	EP0761551	European Patent Organization
Trademark	Big Pak	314,070	Canada
Trademark	Big Pak	4,996,501	Europe
Trademark	Big Pak	2,009,747	Japan
		4,961,713	
		4,961,715	
Trademark	Big Pak	306,351	Mexico
Trademark	Big Pak	105,481	South Korea
		654,181	
Trademark	Big Pak	1,433,917	United States
Trademark	Big Pak by Bigelow	331,256	Switzerland

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Trademark	Big Pak by Bigelow	1,235,394	United Kingdom
Trademark	DC	1,954,902	United States
Trademark	Ever-Lok	2,029,620	United States
Trademark	Trienda	635,086	Europe
Trademark	Trienda	1,926,678	United States
		1,967,292	
Trademark	Trienda	787,962	Mexico
		787,963	

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