

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midbrook Industrial Washers, Inc.		12/30/2014	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Crown Industrial Services, Inc.		
Also Known As:	Midbrook Industrial Washers, Inc.		
Street Address:	2080 Brooklyn Road		
City:	Jackson		
State/Country:	MICHIGAN		
Postal Code:	49203		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1532719	HURRICANE	
Registration Number:	2902804	CYCLONE	
CORRESPONDENCE DATA			
Fax Number:	3132281110		
<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>			
Phone:	2178790253		
Email:	bsmith@endurancelaw.com		
Correspondent Name:	Bradley L. Smith		
Address Line 1:	180 West Michigan Avenue, Ste 801		
Address Line 4:	Jackson, MICHIGAN 49201		
NAME OF SUBMITTER:	Bradley L. Smith		
SIGNATURE:	/Bradley L. Smith/		
DATE SIGNED:	02/07/2017		
Total Attachments: 9			
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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

FIFTH THIRD BANK, an Ohio corporation,
successor by merger with Fifth Third Bank,
a Michigan banking corporation,

Case No. 14-2706-PD ^{LK}

Judge: Richard N. LaFlamme

Plaintiff,

v

MIDBROOK INDUSTRIAL WASHERS, INC.,
a Michigan corporation; BRUCE R. DAVIS, an
individual, jointly and severally; THE
ENTERPRISE GROUP OF JACKSON, INC.,
a Michigan corporation; and MIDBROOK,
INC., a Michigan corporation,

Defendant.

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Lisa A. Hall (P70200)
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& ROBERTSON, PLC
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Jonathan C. Myers (P69972)
JAFFE RAITT HEUER & WEISS, PC
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PARKER & BEER, PLC
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bbeer@atbplclaw.com

ORDER APPROVING RECEIVER'S SALE

At a session of said court held at the courthouse
in the City of Jackson, Jackson County, Michigan
on Dec. 30, 2014.



PRESENT: THE HONORABLE RICHARD N. LaFLAMME, CIRCUIT JUDGE

WHEREAS, this matter having come before the Court upon Motion of ARP Services, LLC, Receiver for Midbrook Industrial Washers, Inc., to approve a sale of Parts and Services assets to Cleaning Technologies Group, LLC, and Crown Industrial Services, Inc., having submitted a competing offer for those assets, and the Court having determined that the Crown Industrial Services, Inc., offer provides a greater return to the creditors of Midbrook Industrial Washers Inc., and that approval of that offer is in the best interest of all parties and persons of interest, and the Court being fully advised in the premises;

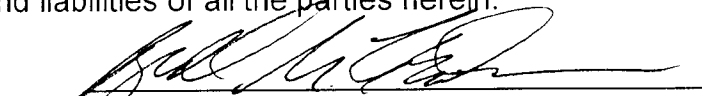
IT IS HEREBY ORDERED THAT:

1. The Receiver's Motion is granted, and the Receiver is authorized to conclude and close the sale to Crown Industrial Services, Inc., in accordance with the terms of the Asset Purchase Agreement between ARP Services, LLC, and Crown Industrial Services, Inc.

2. The sale is free and clear of any liens, mortgages, security interests, charges, or other encumbrances, and all equitable and/or statutory redemption rights of any entity whatsoever, and upon closing of sale, all liens shall attach to the proceeds thereof in the same rank and priority as the liens enjoyed in the property prior to the sale.

3. All persons and entities, including without limitation, those parties with recorded liens against the property sold to Crown Industrial Services, Inc., or with claims against Midbrook Industrial Washers, Inc., are hereby enjoined from taking any action to enforce any such lien or claim against that property.

4. The Court hereby determines pursuant to MCR 2.604(b) that there being no just reason for delay, and that delay would be detrimental to and adversely impact the closing of the sale, this Order constitutes a Final Order, even though it is entered before adjudication of all rights, claims, and liabilities of all the parties herein.



Hon. Richard N. LaFlamme
Circuit Court Judge

PREPARED BY: Donald H. Robertson (P30498), WINEGARDEN, HALEY, LINDHOLM & ROBERTSON, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI 48439; (810) 579-3600
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BILL OF SALE

SERVICE BUSINESS AND MACHINE SYSTEMS DIVISION

Bill of Sale dated December 30, 2014 by and between Midbrook Industrial Washers, Inc. (MIWI), through its Court Appointed Receiver ARP Services, LLC (Seller), and Crown Industrial Services, Inc., (Buyer).

For and in consideration of the sum of \$150,000, seller hereby sells to buyer the Intellectual property of Midbrook Industrial Washers, Inc's, Service Business Division. This Intellectual Property consists of MIWI's customer list, customer history, information regarding MIWI's vendors, MIWI's fax number, phone number, right to use MIWI's name, website and assignment of trademarks. This Intellectual Property shall also include MIWI's project files, both hard and electronic copies thereof, and all of MIWI's rights under any license it has for the provision of parts, service, retooling and rebuilding of existing machines.

For and in consideration of the sum of \$50,000, seller hereby sells to buyer the intellectual property of Midbrook Industrial Washers, Inc's Machine Systems. This Intellectual property shall consist of MIWI's customer list, customer history, information regarding MIWI's vendors, MIWI's fax number, phone number, right to use MIWI's name, website and assignment of trademarks. This intellectual property shall also include MIWI's project files, both hard and electronic copies thereof, and all of MIWI's rights under any license it has for the provision of parts, service, retooling and rebuilding of existing machines.

THESE ASSETS ARE SOLD "AS IS" AND WITHOUT ANY WARRANTY'S OR REPRESENTATIONS OF ANY NATURE, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANT OF MERCHANTABILITY.

These assets are being sold pursuant to a December 23, 2014 Asset Purchase Agreement between Buyer and Seller and a December 30, 2014 Order of the Jackson County Circuit Court, Case No. 14-2706-pd, and is subject to the terms in said Asset Purchase Agreement and Court Order.

ARP Services, LLC, Receiver for
Midbrook Industrial Washers, Inc.,

By:  Matthew R. Harty, Manager

ASSET PURCHASE AGREEMENT

ARTICLES OF AGREEMENT dated this 23rd day of December, 2014, by and between Midbrook Industrial Washers, Inc., a Michigan corporation, hereinafter sometimes referred to as "MIWI" or "Seller", through its court-appointed Receiver, ARP Services, LLC, hereinafter sometimes referred to as "ARP" or "Receiver", and Crown Industrial Services, Inc., a Michigan corporation, hereinafter sometimes referred to as "Crown" or "Buyer".

WHEREAS, ARP has been appointed Receiver for MIWI by the Jackson Circuit Court in the case of *Fifth Third Bank v Midbrook Industrial Washers, Inc, et al*, Case No. 14-2706-PD, and

WHEREAS, ARP has been authorized by the Jackson County Circuit Court to sell the assets of MIWI, and CROWN having agreed to purchase certain assets under the terms hereof;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Buyer shall purchase Intellectual Property of MIWI's Service Business Division for the sum of \$150,000. The Intellectual Property shall consist of MIWI's customer list, customer history, information regarding MIWI's vendors, MIWI's fax number, phone number, right to use MIWI's name, website and assignment of trademarks. In addition, Intellectual Property shall include MIWI's project files, both hard and electronic copies thereof, and all of MIWI's rights under any license it has for the provision of parts, service, retooling and rebuilding of existing machines.

2. Buyer shall purchase Intellectual Property of MIWI's Machine Systems Division for the sum of \$50,000. The Intellectual Property shall consist of MIWI's customer list, customer history, information regarding MIWI's vendors, MIWI's fax number, phone number, right to use the Hurricane name, website and assignment of trademarks. In addition, Intellectual Property shall include MIWI's project files, both hard and electronic copies thereof, and all of MIWI's rights under any license it has for the provision of parts, service, retooling and rebuilding of existing machines.

3. THESE ASSETS ARE SOLD "AS IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY.

4. These assets are being sold free and clear of all mortgages, liens, security interests, or encumbrances of any nature.

5. CROWN represents and warrants to MIWI and ARP that it has made its own independent investigation of the assets being purchased and the suitability for its purposes thereof, and is not relying any representation of any nature, express or implied, by either MIWI or ARP with respect thereto.

6. Consignment Inventory.

6.1 CROWN agrees to accept on consignment all of MIWI's parts inventory as described on the attached Schedule. CROWN is authorized to sell the inventory on terms agreed to by MIWI's first secured creditor, Fifth Third Bank. CROWN acknowledges and agrees that title to the Consignment Inventory shall remain in MIWI, and subject to the security interest of Fifth Third Bank therein.

6.2 Subsequent to closing of this sale, CROWN shall maintain the Consignment Inventory, when received, at a location as directed by CROWN at closing and shall not relocate it without the express written consent of Fifth Third Bank. Said inventory is to be segregated at this location, and clearly marked as MIWI's or Fifth Third Banks. Fifth Third Bank is authorized to file a UCC financing statement to give notice of and evidence the continued perfection of its security interest therein.

6.3 Payment of Consignment Inventory shall be made on an quarterly basis to Fifth Third Bank at the following address: 1000 Town Center, MD-JTWN2C, Southfield, MI 48075, Attn: James Clemens. Payment shall be due thirty (30) days after the end of each quarter for the prior quarter. Fifth Third Bank may, at its expense, review and audit all sales activity and reports and other information relating to the Consignment Inventory on an annual basis.

7. Royalties. CROWN agrees to pay for a period of five (5) years, commencing on the date of closing, a 10% royalty on the gross amount of all sales resulting from this transaction. CROWN shall establish and maintain a different numbering system for all MIWI sales/orders and will clearly designate the MIWI sales/orders for which royalty payments are owed. Royalties will be payable quarterly to Fifth Third Bank, with payment due thirty (30) days after the end of each quarter for the prior quarter, and subject to annual review and audit by Fifth Third Bank, at its expense.

8. Court Approval. This Agreement is subject to approval by the Jackson County Circuit Court. ARP agrees that upon execution of this Agreement by all parties to promptly notice the same for hearing, and will inform CROWN of the time and place for the hearing thereon.

8.1 The Order approving the sale shall provide that the sale is free and clear of all liens and interests, except as may be otherwise provided for in this Agreement.

8.2 CROWN acknowledges that the Jackson County Circuit Court may decline to approve this sale, and that any other persons or entities interested in purchasing all or part of the assets covered hereby may submit a competing offer therefor for consideration by the court.

8.3 In the event the court does not approve this sale by January 13, 2015, CROWN or ARP may terminate this Agreement by provision of written notice to the other party.

9. Closing Date. The closing shall occur no later than seven (7) days after entry of the Order approving the sale. At closing, Buyer shall pay the purchase price for the assets purchased hereunder by cashier's check made jointly payable to ARP Services and Fifth Third Bank, or by wire transfer to Fifth Third Bank.

10. By entering into this Agreement, CROWN consents to the exercise of jurisdiction by the Jackson County Circuit Court over any disputes of any nature arising out or relating to this Agreement, except where this Agreement provides for arbitration.

11. CROWN acknowledges and agrees that ARP is acting solely as a court-appointed Receiver, and neither ARP, its officers, employees, agents, or attorneys, assume or shall have any liability arising out of the sale to CROWN or this Agreement, except as may be provided under the court's Order appointing ARP Services as Receiver.

12. Any and all assets of MIWI not covered by this Agreement, including its accounts receivable, shall remain the property of MIWI.

13. CROWN's obligations under this agreement are contingent upon CROWN successfully negotiating and executing a lease for the premises known as 2070 Brooklyn Road, Jackson, MI 49203.

14. Seller's Employees.

14.1 CROWN shall have no obligation to hire any of MIWI's employees; provided, however, CROWN shall be free to negotiate with and hire any of MIWI's current or laid off employees.

14.2 MIWI shall be responsible and liable for any salary, wages, bonuses, commissions, accrued vacation time, sick leave time, profit sharing or pension benefits as well as any actions or causes of actions, including but not limited to, unemployment compensation, workers' compensation claims, and any other claims that any of its employees may assert relating to or arising out of their employment by MIWI.

14.3 Receiver has made no warranties or promises to employees of MIWI about continued employment by Buyer.

15. Taxes. MIWI shall pay all federal, state and/or local sales, documentary and other transfer taxes, if any, due as a result of the purchase, sale or transfer of the assets sold under this Agreement.

16. Non-Assumption of Liabilities. Except as may be expressly provided herein, Buyer assumes no liabilities or obligations whatsoever of MIWI.

17. Costs and Expenses. Each party hereto shall bear its own costs and expenses relative to this Agreement and the sales transaction, including, without limitation, preparation of agreements and documents, and fees and expenses of its advisors, legal counsel and accountants. Any brokers' fees or sales commissions that may be due upon completion of this transaction shall be the sole responsibility of MIWI.

18. Notices. All notices, requests, demands, waivers, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed certified or registered mail with postage prepaid, or sent by reputable overnight mail carrier as follows:

If to ARP:

P.O. Box 1869
Ann Arbor, MI 48106

With a copy to:

Dennis M. Haley, Esq.
WINEGARDEN HALEY LINDHOLM
& ROBERTSON, PLC
G-9460 S. Saginaw Street, Suite A
Grand Blanc, MI 48439

If to MIWI:

2080 Brooklyn Road
Jackson, MI 49203

With a copy to:

Brendon R. Beer, Esq.
ABBOTT THOMSON MAULDIN
PARKER & BEER, PLC
405 S. Jackson Street
P.O. Box 450
Jackson, MI 49204-0450

If to Fifth Third Bank:

James Clemens
1000 Town Center
MD-JTWN2C
Southfield, MI 48075

With a copy to:

Michael E. Moore, Esq.
PLUNKETT & COONEY
333 Bridge NW, Suite 530
Grand Rapids, MI 49504

If to CROWN:

PO Box 970197,
Ypsilanti, MI 48197
Attn: Steven Bullock

With a copy to:

James A. Fink
Fink & Valvo, PLLC
320 N. Main St., Ste. 300
Ann Arbor, MI 48104

or to such other persons or addresses as any party shall specify by notice in writing to the other parties hereto. All such notices, requests, demands, waivers, and communications shall be deemed to have been received on the date of delivery or on the third business day after mailing thereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof.

20. Third Parties. Nothing in this Agreement, whether express or implied, is intended to or shall confer on any person other than the parties hereto, their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement. Provided, however, that CROWN may assign its rights and obligations under this Agreement to any affiliate at any time.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one in the same instrument.

22. Applicable Law. This Agreement shall be deemed to have been executed in the State of Michigan, and shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

23. Amendments. This Agreement may only be amended, modified, superseded or cancelled, or any of the terms, provisions, or conditions hereof waived, by a written instruments signed by the parties hereto.


24. Closing Documents. All closing documents shall be consistent with the terms and conditions of this Agreement, and shall be in form reasonably satisfactory to CROWN, and its legal counsel.

25. Further Assurances. Each party hereto will cooperate with each other and execute and deliver such other documents and instruments and take such other

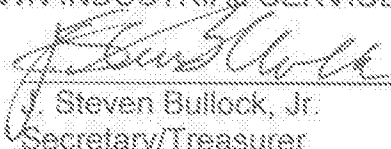
actions as may be reasonably requested by any other party as necessary to carry out, evidence and/or confirm the intended purpose of this Agreement.

SELLER:
MIDBROOK INDUSTRIAL WASHERS, INC.

BY: ARP SERVICES, LLC
Court-appointed Receiver for MIWI

By: 
Anthony R. Pierfelice

BUYER:
CROWN INDUSTRIAL SERVICES, INC.

By: 
J. Steven Bullock, Jr.
Its: Secretary/Treasurer