

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReVal Financial NPL, LLC		11/07/2014	Limited Liability Company: DELAWARE
ReVal Financial Properties, LLC		11/07/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GB Asset Investments, LLC		
Street Address:	1315 S. Moody Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33629		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3064907	LAZZARA	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<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:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	Carl J. Spagnuolo, McHale & Slavin, P.A.		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Carl J. Spagnuolo		
SIGNATURE:	/Carl J. Spagnuolo/		
DATE SIGNED:	02/10/2017		
Total Attachments: 14			
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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is made as of November 7, 2014 (the "Effective Date"), by and between ReVal Financial NPL, LLC, a Delaware limited liability company; ReVal Financial Properties, LLC, a Delaware limited liability company (collectively the "Seller"), and GB Asset Investments, LLC, a Florida limited liability company ("Buyer"). The Seller and Buyer may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Seller took ownership of the Assets through and conducted a private Uniform Commercial Code sale, pursuant to Article 9 of the Uniform Commercial Code of the State of Florida;

WHEREAS, Seller is the owner of the Assets; and

WHEREAS, Seller has accepted Buyer's offer to purchase the Assets, and Buyer is now purchasing the Assets in accordance with the express terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Agreement to Purchase Assets.

(a) Assets. Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions hereafter stated, all of Seller's right, title and interest in and to the general intangibles and boat molds described on Exhibit "A" (the "Assets").

(b) Title to the Assets. Title to the Assets shall be "AS IS WHERE IS" and conveyed by a bill of sale (the "Bill of Sale"), a form of the Bill of Sale is attached hereto as Exhibit "B."

(c) Delivery of Bill of Sale. Subject to Seller's receipt of the Purchase Price and Buyer's compliance with this Agreement, Seller agrees to deliver to Buyer the Bill of Sale in accordance with the terms of Section 5 of this Agreement.

2. Purchase Price. On or before the Closing Date, the purchase price to be paid by Buyer to Seller for the Assets is Ninety Thousand Dollars (\$90,000.00) (the "Purchase Price"). Upon Closing, the Purchase Price shall be deposited by Buyer into Seller's Account, as defined below. Buyer shall deliver the Purchase Price via wire transfer in immediately available funds. Upon receipt of the Purchase Price, the Seller will release any liens encumbering the Assets, as described in Exhibit "D".

TRADEMARK

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3. **Deposit.** On the Effective Date, the Buyer shall deposit Nine Thousand Dollars (\$9,000.00) (the "Deposit"), into the Seller's Account, as defined below. The Deposit shall be non-refundable, and shall be credited towards the Purchase Price at Closing.

4. **Closing.** The Closing shall occur on or before 5:00 p.m., Eastern Daylight Time, five (5) business days from the Effective Date, which date shall be on or before November 14, 2014 (such date, the "Closing Date"). In the event the Parties fail to close this Agreement on or before the Closing Date, Seller may terminate this Agreement.

5. **Closing Procedure.** At the Closing, the parties shall deliver the following items to the other party:

(a) **Seller Deliveries.** Seller shall deliver possession of the Assets, at which time Buyer shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as **Exhibit "C"**, at which time all risk of loss shall pass to the Buyer.

(b) **Buyer Deliveries.** Buyer shall deliver the remainder of the Purchase Price.

6. **Buyer's Costs at Closing.** Buyer shall pay 100% of any closing or escrow fees. Buyer shall pay for all sales or transfer taxes for the transfer of ownership of the title to the Assets.

7. **Representations of Seller and Buyer.**

(a) **Certain Representations of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(i) Seller has full authority to execute and deliver this Agreement, and has received all consents necessary or desirable in connection with the execution of this Agreement and the consummation of all transactions contemplated by this Agreement.

(ii) This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against the Seller in accordance with the terms of this Agreement.

(iii) Other than this Agreement and the other agreements contemplated herein, Seller has not entered into any options, leases, rental agreements or other agreements affecting the Assets or any portion thereof.

(iv) Seller is not a foreign person within the meaning of Sections 7701(a)(1) and 7701(a)(5) of the Internal Code, as amended.

(v) Pursuant to this Agreement, Buyer is purchasing a 120' boat mold, which is included in the Assets. The 120' boat mold currently contains an unfinished 120' boat hull that is not being conveyed to Buyer in this Agreement. Seller has requested that Buyer not relocate the 120' boat mold and 120' unfinished boat hull until March 15, 2015.

(b) **Certain Representations of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(i) Buyer has full authority to execute and deliver this Agreement, and has received all consents necessary or desirable in connection with the execution of this Agreement and the consummation of all transactions contemplated by this Agreement.

(ii) This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with the terms of this Agreement.

(iii) Buyer is not a foreign person within the meaning of Sections 7701(a)(1) and 7701(a)(5) of the Internal Code, as amended.

(v) Buyer has reviewed and understands that the Assets are being sold "AS-IS WHERE-IS" subject to the terms of Section 8 herein.

(vi) Pursuant to this Agreement, Buyer is purchasing a 120' boat mold, which is included in the Assets. The 120' boat mold currently contains an unfinished 120' boat hull that is not being conveyed to Buyer in this Agreement. Seller has requested that Buyer permit the 120' unfinished boat hull to remain in Buyer's 120' boat mold until March 15, 2015. Buyer will agree to this request. Further, the Buyer agrees to not relocate the aforementioned 120" boat mold or 120" unfinished boat hull from its current location until March 15, 2015.

THE TERMS OF THIS SECTION 7 SHALL SURVIVE CLOSING.

8. AS-IS; DISCLAIMER.

(a) EXCEPT FOR THE REPRESENTATIONS AND COVENANTS EXPRESSLY SET FORTH HEREIN, IF ANY, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE ASSETS; (B) THE SUITABILITY OF THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE ASSETS OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS; (E) THE ACCURACY OR COMPLETENESS OF ANY MATERIALS GENERATED BY THIRD PARTIES FOR SELLER WHICH ARE PROVIDED TO BUYER UNDER THE PROVISIONS OF THIS AGREEMENT OR OTHERWISE; (F) THE ENFORCEABILITY OR EFFECT OF ANY LEGAL, CONTRACTUAL OR OTHER RIGHTS OR OBLIGATIONS PERTAINING TO THE ASSETS; OR (G) ANY OTHER MATTER WITH RESPECT TO THE ASSETS.

(b) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, IF THIS TRANSACTION IS

CONSUMMATED, BUYER WILL BE PURCHASING THE ASSETS PURSUANT TO BUYER'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE ASSETS AND BUYER IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE AND CONDITION OF THE ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE ASSETS WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION TO THE EXTENT GENERATED BY THIRD PARTIES FOR SELLER. BUYER IS RELYING UPON ITS OWN INSPECTIONS, INVESTIGATIONS, RESEARCH AND ANALYSES IN ENTERING INTO THIS AGREEMENT AND IS NOT RELYING IN ANY WAY UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, PLANS, SPECIFICATIONS, COST ESTIMATES, STUDIES, REPORTS, DESCRIPTIONS, GUIDELINES OR OTHER INFORMATION OR MATERIAL FURNISHED BY SELLER OR ITS REPRESENTATIVES TO BUYER OR ITS REPRESENTATIVES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER REGARDING ANY SUCH MATTERS.

(c) THE OCCURRENCE OF CLOSING WILL CONSTITUTE AN ACKNOWLEDGEMENT BY BUYER THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE ASSETS WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED ON BUYER'S OWN INSPECTION THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE ASSETS BY ANY AGENT OF SELLER OR ANY THIRD PARTY. SELLER IS FURTHER NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH OR REFERRED TO HEREIN.

(d) EXCEPT FOR REPRESENTATIONS AND COVENANTS EXPRESSLY SET FORTH HEREIN, FROM THE BREACH OF WHICH SELLER SHALL NOT BE RELEASED, BUYER HEREBY RELEASES SELLER, ITS ASSIGNEES, SUBSIDIARIES, PRESENT AND FORMER DIRECTORS, ADVISORS, HEIRS, LEGAL REPRESENTATIVES, LEGAL COUNSEL, GENERAL AND LIMITED PARTNERS, MEMBERS, AGENTS, AFFILIATES, OFFICERS, SHAREHOLDERS, EMPLOYEES AND OTHER REPRESENTATIVES (TOGETHER WITH SELLER, THE "SELLER RELATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH BUYER OR ANY PARTY RELATED TO OR AFFILIATED WITH BUYER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE ASSETS OR THE PHYSICAL CONDITION OF THE ASSETS, OR EXPENSE CAUSED BY THE ASSETS OR BY BUYER'S LOSS OF USE OF THE ASSETS FOR ANY REASON WHATSOEVER, ANY DEFECTS, EITHER PATENT OR

LATENT, IN THE ASSETS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE ASSETS, ANY MECHANICS' LIENS FILED AGAINST THE ASSETS, AND BUYER WILL NOT LOOK TO ANY OF THE SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST OR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER. THIS RELEASE WILL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.

THE TERMS OF THIS SECTION 8 SHALL SURVIVE CLOSING.

9. Default.

(a) Seller Default. If possession of the Assets is not conveyed to Buyer at Closing in accordance with the terms of this Agreement due to a default by Seller under this Agreement, Buyer: (i) may terminate this Agreement; and (ii) may pursue any right or remedies available to Buyer at law or in equity.

(b) Buyer Default. If there is a breach or default under any of the terms of this Agreement, Seller: (i) may terminate this Agreement; (ii) shall have an immediate right to possession of the Assets; (iii) may demand specific performance; and (iv) may pursue any rights or remedies available to Seller at law or in equity.

10. Account of Seller. All funds to be delivered by Buyer to Seller pursuant to this Agreement shall be sent by Buyer via wire transfer in immediately available funds to the following account of Seller (the "Seller's Account"):

Wiring Instructions: ReVal Financial NPL, LLC
Bank Name: U.S. Bank, NA
Bank Address: DN-CO-T3NB
950 17th Street, 3rd Floor
Denver, CO 80202
Swift Code: USBKUS441MT
ABA Number: 102 000 021
Account Name: ReVal Financial NPL, LLC Collection Account

11. Notices. All notices required hereunder shall be given in writing, and delivered by (a) a nationally recognized overnight air courier service, (b) personal delivery, (c) electronic mail or (d) certified U.S. mail delivery to the applicable addresses indicated below, or such other places as the parties may designate in writing to one another.

Seller:

ReVal Financial NPL, LLC
5251 DTC Parkway, Suite 300,
Greenwood Village, CO 80111

Attn: Legal
Telephone: (303) 751-3501
Fax: (303) 751-4777

Buyer:

GB Asset Investments, LLC
1315 S. Moody Ave.
Tampa, FL 33629
Attn: Geoffrey P. Bond
Telephone: (813) 927-2680
Fax: (813) 920-2950

12. **No Brokers.** Both Parties acknowledge that there are no brokerage commissions to be paid with respect to the purchase and sale of the Assets, and each Party agrees to indemnify and hold the other harmless from and against any and all claims, suits, damages, costs, expenses, including attorneys' fees, asserted by agents or other third parties for any commission or compensation based on the sale of the Assets, if such claim, suit, damage, costs or expense arises out of any action or alleged actions by the indemnifying party, its employees, officers or agents.

13. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party shall fall on a Saturday, Sunday or holiday, the time for performance shall automatically extend to the next regular business day.

14. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby consent to the jurisdiction of the federal and state courts in Tampa, Florida in the event of any dispute concerning this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to this transaction. This Agreement may not be changed or modified except by an instrument in writing signed by the Parties hereto. The terms, covenants and conditions herein shall bind and inure to the benefit of the successors and assigns of the Parties hereto. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The title and headings of the sections hereof are solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

15. **WAIVER OF JURY TRIAL. SELLER AND BUYER IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

16. **Voluntary Agreement; Opportunity to Consult Counsel.** Each of the Buyer and Seller hereby acknowledges that: (a) such Party has read and reviewed the terms and provisions of this Agreement and have fully and unconditionally consented to such terms; (b) such Party has had full benefit and advice of independent counsel of their own selection, or the

opportunity to obtain the benefit and advice of independent counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement; and (c) in executing this Agreement, such Party is relying on no other representations, either written or oral, express or implied, made to such Party by any other Party hereto.

17. **No Presumption Against Drafting Party.** Each of the Parties acknowledges that each Party to this Agreement has been or has had an opportunity to have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Seller and Buyer, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

19. **Exhibits and Schedules.** All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

20. **Severability.** The parties agree that (a) the provisions of this Agreement shall be severable in the event that any provision hereof is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, (b) such invalid, void or otherwise unenforceable provision shall be automatically replaced by another provision which is as similar as possible in terms to such invalid, void or otherwise unenforceable provision but which is valid and enforceable and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

21. **Amendment and Waiver.** The parties may, by mutual agreement, amend this Agreement in any respect, and any party, as to such party, may (i) extend the time for the performance of any of the obligations of the other party; (ii) waive any inaccuracies in representations and warranties by the other party; (iii) waive compliance by the other party with any of the covenants or agreements contained herein and performance of any obligations by the other party; and (iv) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement. To be effective, any such amendment or waiver must be in writing and be signed by the party providing such waiver or extension, as the case may be. The waiver by any party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar.

22. **Indemnification.**

(a) **By Seller.** Seller, agrees to defend, indemnify and hold Buyer harmless from, against and in respect of, any liability, loss, fine, penalty, cost, damage, expense or payment, including reasonable attorneys' fees and expenses (collectively, a "Loss"), incurred or suffered by Buyer with respect to (1) any liabilities, claims, controversies, legal actions and proceedings brought by or on behalf of any creditor of Seller or any other third party, which arise

in connection with Seller's ownership, use or possession of the Assets prior to the Closing Date; (2) without limiting the foregoing, any income, sales and use, payroll, or other tax liabilities of Seller (including assessments, additions to taxes, deficiencies, penalties and interest and the costs and expenses relating to examinations or audits of Seller's taxes); (3) without limiting or being in any manner limited by the foregoing, as the result of any breach of warranty, representation, covenant or agreement, or from any misrepresentation in or material omission, on the part of Seller under this Agreement.

(b) By Buyer. Buyer agrees to defend, indemnify and hold Seller harmless from, against and in respect of any Loss incurred or suffered by Seller with respect to (1) with respect to any liabilities, claims, controversies, legal actions and proceedings brought by or on behalf of any creditor of Buyer or any other third party, which arise in connection with Buyer's ownership, use or possession of the Assets after the Closing Date; (3) without limiting or being in any manner limited by the foregoing, as a result of a breach of warranty, representation, covenant or agreement, or from any misrepresentation in or material omission on the part of Buyer under this Agreement.

(c) Claims by Parties Hereto. All claims for indemnification under this Agreement shall be resolved in accordance with the following procedures:

(1) Notice and Right to Contest. With respect to any Loss based upon an asserted liability or obligation to a person or entity not a party to this Agreement for which Seller or Buyer claims the right to be indemnified pursuant to this Section, Buyer or Seller, as the case may be, shall give prompt (within the time required for the filing of any responsive pleading in the case of litigation) written notice to the other party (the "Notice of Third Party Claim"). The party receiving such Notice of Third Party Claim may defend or settle such claims or actions at its expense with counsel of its choosing by giving a written notice (the "Election to Defend") to the party providing the Notice of Third Party Claim within thirty (30) days after the date such notice is deemed received. In no event shall the provisions of this subsection (c)(1) reduce or lessen the obligations of the parties under this Section, if prior to the expiration of such 30-day notice period, the party furnishing the Notice of Third Party Claim shall respond to a third party if such action is reasonably required to minimize damages or avoid a forfeiture or penalty or because of a requirement imposed by law. If the party receiving the Notice of Third Party Claim does not duly give the Election to Defend as provided above, it shall be deemed to have irrevocably waived its rights to defend or settle such claims, but it shall have the right, at its expense, to attend but not otherwise participate in proceedings with such third parties, and if such party does duly give the Election to Defend, then the party giving the Notice of Third Party Claim shall have the right, at its expense, to attend but not otherwise participate in such proceedings. The parties to this Agreement shall not be entitled to dispute the amount of any Loss related to such third-party claim resolved as provided above, and the party or parties owing the duty of indemnification hereunder shall promptly satisfy such Loss (including reasonable attorneys' fees and expenses) in accordance with Section 22(d) below.

(2) Notice of Fixed or Determined Loss. When a Loss is paid or is otherwise fixed or determined, then Buyer or Seller, as the case may be, claiming indemnification under this Agreement shall give the other party notice of such Loss, in reasonable detail and specifying the amount of such Loss, and the sections of this Agreement

upon which the claim for indemnification for such Loss is based. If the recipient of the notice desires to dispute such claim, it shall, within thirty (30) days after notice of the claim of Loss against it is given pursuant to this subsection (c)(2), give counternotice, setting forth the basis for disputing such claim, to Buyer or Seller, as the case may be. If no such counter-notice is given within such 30-day period, or if Buyer or Seller, as the case may be, acknowledges liability for indemnification, then such party shall satisfy such Loss in accordance with Section 22(d) below.

(d) Satisfaction of Claims.

(1) Subject to the procedures set forth in Section 22(c) hereof, the liability of Seller and the Shareholder for any such indemnification shall be satisfied by paying the amount of such liability to Buyer within ten (10) Business Days after the amount is finally determined in accordance with Section 22(c) hereof.

(2) Subject to the procedures set forth in Section 22(c) hereof, the liability of Buyer for any such indemnification shall be satisfied by paying the amount of such liability to Seller within ten (10) Business Days after the amount is finally determined in accordance with Section 22(c) hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Seller:

ReVal Financial NPL, LLC

By: ReVal Financial, LLC, its Member/Manager

By: ReVal Acquisition, LLC, its Manager

By: _____

Charles W. Singleton

Name: Charles W. Singleton

Title: Vice President

ReVal Financial Properties, LLC

By: ReVal Acquisition, LLC, its Manager

By: _____

Charles W. Singleton

Name: Charles W. Singleton

Title: Vice President

Buyer:

GB Asset Investments, LLC,

a Florida limited liability company

By: _____

Name:

Title:

[EXECUTION PAGE TO PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Seller:

ReVal Financial NPL, LLC
By: ReVal Financial, LLC, its Member/Manager
By: ReVal Acquisition, LLC, its Manager
By: _____

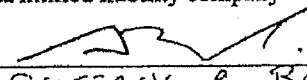
Name: Charles W. Singleton
Title: Vice President

ReVal Financial Properties, LLC
By: ReVal Acquisition, LLC, its Manager
By: _____

Name: Charles W. Singleton
Title: Vice President

Buyer:

GB Asset Investments, LLC,
a Florida limited liability company

By: 
Name: GEOFFREY P. BOND
Title: MANAGING MEMBER, CEO

[EXECUTION PAGE TO PURCHASE AGREEMENT]

EXHIBIT "A"

ASSETS DESCRIPTION

[Attached hereto]

A-1

Appendix 1

Luzzata Yacht Corporation - Listing of Molds + Quonset Hut		
Location/Item	Quantity	Comments
MOLDS		
1 Hard Top Mold 64'		Note - Most molds are in the storage lot across the street
2 Flybridge Mold 64'		
3 75' LSK Shower Mold		
4 110/120' Fuel Tank Mold		
5 75' LSK Fuel Tank Mold		
6 44' Fuel Tank Mold		
7 65' LSK Head Top Mold		
8 75' LSK Deck 3/4" Part Molds		
9 62' Small Parts Molds		
10 92' LSK Hull Mold		
11 67' Flybridge Mold		
12 70' Small Parts Mold		
13 72' LSK Hard Top Mold		
14 92' LSK Deck Plug		
15 84' Hull Mold		
16 84' Flybridge Mold		
17 76' Brake Hull Mold		
18 75' Deck Mold		
19 75' LSK Top Tank Mold		
20 84' Deck Mold		
21 80' Skiplounge Mold		
22 110' Flybridge Mold		
23 84' Small Parts Mold		
24 62' Flybridge Mold		
25 62' Deck Mold		
26 70' Hull Mold		
27 76' Deck Mold		
28 70' Small Parts Mold		
29 84' Skiplounge Mold		
30 62' Small Parts Molds		
31 84' Small Parts Molds		
32 110' Top Mold		
33 120' Top Mold		
34 62' Hull Mold		
35 Quonset Hut (eventually dis-assembled)		

General Intangibles

All of the following General Intangibles (including, without limitation, payment intangibles and software, but specifically excluding any life insurance policies) of each Lazzara Party to the extent those assets were encumbered by any of the Security Agreements:

1. All Intellectual property including, but not limited to, copyrights, trademarks, service marks, "Lazzara" registered trademark, USPTO Registration Number 3064907, and all good will a pertinent there to whether or not registered or in common law
2. Domain names and registrations, including but not limited to www.lazzararights.com.
3. Designs, drawings, specifications, bills of material, parts lists, engineering information, technical data, and processes, whether in physical or electronic form.
4. Software
5. Customer lists and customer information, and supplier lists and supplier information.