

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen Synergies, LLC		01/03/2017	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PDA Companies LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3692471	SUN & EARTH ON THE SPOT!	
Registration Number:	3922352	CLEANS BETTER. NATURALLY.	
Registration Number:	4121425	SUN & EARTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	trademarks@klehr.com		
Correspondent Name:	Lisa A. Lori		
Address Line 1:	1835 Market Street		
Address Line 2:	Suite 1400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Lisa A. Lori		
SIGNATURE:	/Lisa A. Lori/		
DATE SIGNED:	02/22/2017		
Total Attachments: 30			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of January 3, 2017, (this "Agreement"), is by and between PDA Companies LLC, a Delaware limited liability company ("Purchaser"), and Evergreen Synergies, LLC, a Pennsylvania limited liability company (the "Company") and HL Enterprises, a New Jersey corporation (the "Member"). Purchaser, the Company and the Member may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party." Certain terms used in this Agreement are defined in Article I herein.

RECITALS

WHEREAS, the Company is engaged in the business of (a) manufacturing and selling detergents and household cleaning products under the name, "Sun and Earth, Inc." and (b) bottling and packaging liquid chemicals and household products under the name, "East Coast Liquid Filling Co." (collectively, as presently conducted and contemplated, as evidenced by the Company's written records, to be conducted, the "Business"); and

WHEREAS, the Company desires to sell to Purchaser, and Purchaser desires to acquire from the Company, all of the Company's rights, titles and interests in and to certain assets and certain specified liabilities of the Company in connection to the Business, on the terms and conditions specifically provided in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

I.

DEFINITIONS

I.1. Definitions. Capitalized terms and other terms used in this Agreement have the following respective meanings:

"Affiliate" of any Person means another Person that directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with, such first Person. The term "control" (including derivations thereof) means (a) the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the Equity Securities of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

"Applicable Law" means, with respect to any Person, any code, rule, order, Judgment, writ, injunction, act, decree, law, statute, legislation, constitution or principle of common law that is enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect, in each case as of the date of this Agreement, by any Governmental Entity that applies to such Person, its business and its properties.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in New York, New York are not open for business.

"Cash and Cash Equivalents" means the sum of the fair market value (expressed in Dollars) of all cash and cash equivalents (including marketable securities and short-term investments) of the Company calculated in accordance with GAAP.

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"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Contemplated Transactions" means Purchaser's acquisition of the Purchased Assets and all other transactions contemplated by this Agreement.

"Contract" means, with respect to any Person, any legally binding written or other agreement, contract, understanding, arrangement, instrument, note, guaranty, indemnity, deed, assignment, power of attorney, purchase order, work order, insurance policy, lease, license, commitment, assurance or undertaking to which such Person is a party, by which it or its assets are bound or subject or under which it has or may have any liability.

"Damages" means all losses and damages, excluding any amounts of punitive or special damages (but including the reasonable fees of counsel), incurred or suffered by such Person.

"Entity" means any corporation, partnership, limited liability company, professional association, trust or other entity.

"Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental Law" means any Applicable Law that requires or relates to: (a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment; (b) preventing or reducing to acceptable levels the Release of pollutants or Hazardous Materials into the Environment; (c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated; (d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human or animal health or the Environment when used or disposed of; (e) protecting resources, species or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of any Hazardous Material or other potentially harmful substance; (g) cleaning up a Release of pollutants, preventing the threat of Release or paying the costs of such clean up or prevention; (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; (i) the authority of any Governmental Entity regulating, or creating any liability for, Hazardous Materials, including but not limited to CERCLA, federal Solid Waste Disposal Act, federal Clean Air Act, federal Clean Water Act, federal Toxic Substances Control Act, federal Hazardous Materials Transportation Act, federal Occupational Safety and Health Act, federal Oil Pollution Act, federal Endangered Species Act, federal Emergency Planning and Community Right-to-Know Act, and their state counterparts, if any; and (j) the protection or preservation of public health or the Environment.

"Equity Security" means (a) any common, preferred, or other capital stock, limited liability company interest, unit or membership interest, partnership interest or similar security; (b) any warrants, options, or other rights to, directly or indirectly, acquire any security described in clause (a); (c) any other security containing equity features or profit participation features; (d) any security or instrument convertible or exchangeable directly or indirectly, with or without consideration, into or for any security described in clauses (a) through (c) above or another similar security (including convertible notes); and (e) any security carrying any warrant or right to subscribe for or purchase any security described in clauses (a) through (d) above or any similar security.

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"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Governmental Entity" means any federal, state, local, municipal or foreign government or any court of competent jurisdiction, administrative, executive or regulatory body, agency, bureau, or commission in any domestic or foreign jurisdiction, and any appropriate division of any of the foregoing, in each case, having jurisdiction over the applicable Person.

"Hazardous Material" means: (a) any petroleum, waste oil, crude oil, asbestos, urea formaldehyde or polychlorinated biphenyl; (b) any waste, gas or other substance or material that is explosive or radioactive; (c) any "hazardous substance," "pollutant," "contaminant," "hazardous waste," "regulated substance," "hazardous chemical" or "toxic chemical" as designated, listed or defined (whether expressly or by reference) in any statute, regulation or other Applicable Law (including CERCLA and any other so called "superfund" or "superlien" law and the respective regulations promulgated thereunder); (d) any other substance or material (regardless of physical form) or form of energy that is subject to any Applicable Law which regulates or establishes standards of conduct in connection with, or which otherwise relates to, the protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property from the presence of any solid, liquid, gas, odor, noise or form of energy; and (e) any compound, mixture, solution, product or other substance or material that contains any substance or material referred to in clause (a), (b), (c) or (d) above.

"Indebtedness" of any Person means, without duplication and to the extent outstanding at Closing, (a) all outstanding indebtedness of such Person for borrowed money or for the deferred purchase price of property or services including all principal, interest, premiums, penalties, fees, expenses, indemnities and breakage costs (other than (i) accounts payables incurred in the ordinary course of business of such Person which are not more than forty five (45) days past due and (ii) employee compensation incurred in the ordinary course of business), (b) all outstanding indebtedness of such Person evidenced by a note, bond, debenture or similar instrument, (c) all unreimbursed amounts drawn under letters of credit issued for the account of such Person, (d) all payment obligations of such Person under any interest rate protection agreements and similar agreements to the extent constituting a liability under GAAP, (e) any guaranty by such Person of debt obligations for the benefit of any other Person, and (f) any accruals or leases not related to current and on-going operations, and tax obligations.

"Intellectual Property" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, all registrations and applications for, and renewals and extensions of, such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, and similar designations of source or origin, websites and domain names; copyrights, designs and design registrations, and works of authorship, whether or not copyrightable; trade secrets, inventions and invention disclosures, whether or not patentable; and patents (including all reissues, divisionals, continuations, continuations-in-part and extensions thereof).

"Judgment" means any order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Entity or any arbitrator or arbitration panel.

"Knowledge of the Company," "Company's Knowledge" or other phrases of like substance mean the actual knowledge of Howard and Joseph Levine after a reasonable inquiry of employees of the Company who would reasonably be expected to have knowledge of the matter represented.

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"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Licensed Intellectual Property" means all Intellectual Property owned by a third party and used by the Company under a license or sublicense.

"Lien" means any lien (statutory or other), charge, claim, adverse interest, community property interest, pledge, hypothecation, condition, equitable interest, option, security interest, mortgage, guaranty, deed of trust, encumbrance, easement, encroachment, license, sublicense, right of way, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Owned Intellectual Property" means each Registered Intellectual Property Asset and each Unregistered Intellectual Property Asset.

"Party" or "Parties" means Purchaser and the Company.

"Permit" means any permit, license, certificate, clearance, certification, accreditation, registration, qualification or authorization issued or granted by any Governmental Entity or generally accepted private certifying organization or pursuant to any Applicable Law.

"Person" means any individual, Entity or Governmental Entity.

"Proceeding" means any action, arbitration, claim, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before any Governmental Entity or arbitrator.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body, or, if there are no such voting interests, fifty percent (50%) or more of the equity interests of which is owned directly or indirectly by such first Person or by another subsidiary of such first Person.

"Tax" means (i) all taxes, assessments, charges, duties, fees, levies or other governmental charges including all United States federal, state, local, foreign and other income, franchise, profits, capital gains, capital stock, transfer, sales, use, occupation, property, excise, severance, windfall profits, stamp, license, payroll, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges, all estimated taxes, deficiency assessments, additions to tax, penalties and interest and (ii) any liability for the payment of or in respect of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, combined or unitary group for Tax purpose or, as a result of any tax sharing or tax allocation agreement, arrangement or understanding or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

"Tax Return" means any return, filing, report, claim, refund request, questionnaire, information statement or other document required to be filed, including any amendments that may be filed, for any taxable period with any Taxing Authority (whether or not a payment is required to be made with respect to such filing).

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"Taxing Authority" means any Governmental Entity exercising any authority to impose, regulate or administer the imposition of Taxes.

I.2. Definitional References. Each of the following terms has the meaning ascribed to such term on the page set forth opposite such term:

<u>Term</u>	<u>Section</u>
" <u>Accountants</u> "	Section 2.07(a)
" <u>Accounts Receivable</u> "	Section 2.01(a)
" <u>Agreement</u> "	Preamble
" <u>Allocation Schedule</u> "	Section 2.08
" <u>Assigned Contracts</u> "	Section 2.01(c)
" <u>Assumed Liabilities</u> "	Section 2.03
" <u>Assumed Accounts Payable</u> "	Section 2.03(a)
" <u>Balance Sheet</u> "	Section 4.05
" <u>Balance Sheet Date</u> "	Section 4.05
" <u>Books and Records</u> "	Section 2.01(i)
" <u>Business</u> "	Recitals
" <u>Cash Payment</u> "	Section 2.05(a)
" <u>Claim Notice</u> "	Section 7.05(a)
" <u>Claimant</u> "	Section 7.05(a)
" <u>Closing</u> "	Section 3.01
" <u>Closing Date</u> "	Section 3.01
" <u>Closing Working Capital</u> "	Section 2.07(a)
" <u>Company</u> "	Preamble
" <u>Company Benefit Plans</u> "	Section 4.16(a)
" <u>Company Account</u> "	Section 2.01(j)
" <u>Company Party</u> "	Section 7.02
" <u>Disclosure Schedules</u> "	Article IV
" <u>Dispute Notice</u> "	Section 2.07(a)
" <u>Excluded Assets</u> "	Section 2.02
" <u>Excluded Contracts</u> "	Section 2.02(b)
" <u>Excluded Liabilities</u> "	Section 2.04
" <u>Fundamental Representations</u> "	Section 7.03(b)

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<u>Term</u>	<u>Section</u>
" <u>Indemnified Party</u> "	Section 7.06
" <u>Indemnifying Party</u> "	Section 7.06
" <u>Intellectual Property Agreement</u> "	Section 4.12(a)
" <u>Intellectual Property Assets</u> "	Section 4.12(a)
" <u>Inventory</u> "	Section 2.01(b)
" <u>Leased Property</u> "	Section 4.11
" <u>Material Contracts</u> "	Section 4.13(a)
" <u>Member</u> "	Preamble
" <u>Net Revenue</u> "	Section 2.06
" <u>Permitted Liens</u> "	Section 4.10
" <u>Property Taxes</u> "	Section 6.04(a)
" <u>Purchase Price</u> "	Section 2.05
" <u>Purchased Assets</u> "	Section 2.01
" <u>Purchaser</u> "	Preamble
" <u>Purchaser Party</u> "	Section 7.01
" <u>Registered Intellectual Property Asset</u> "	Section 4.12(a)
" <u>Remaining Cash</u> "	Section 2.01(j)
" <u>Restricted Period</u> "	Section 6.02(a)
" <u>Total Closing Payment</u> "	Section 2.05
" <u>Tangible Personal Property</u> "	Section 2.01(e)
" <u>Territory</u> "	Section 6.02(a)
" <u>Third Party Claim</u> "	Section 7.06
" <u>Transfer Taxes</u> "	Section 6.04(b)
" <u>Unregistered Intellectual Property Asset</u> "	Section 4.12(a)
" <u>Warranty Expiration Date</u> "	Section 7.03(c)
" <u>Working Capital Payment</u> "	Section 2.05(b)

II.

PURCHASE AND SALE

II.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, the Company shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from the Company, free and clear of any encumbrances other than Permitted Liens, all of the Company's right, title and interest in, to and under all of the assets, properties and rights

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of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including, without limitation, the following:

(a) all accounts receivable held by the Company, and any security, claim, remedy or other right related to any of the foregoing ("Accounts Receivable");

(b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories ("Inventory");

(c) all Contracts set forth on Schedule 2.01(c) (the "Assigned Contracts");

(d) all Owned Intellectual Property;

(e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the "Tangible Personal Property"), other than the Tangible Personal Property listed on Schedule 2.01(e);

(f) to the extent transferrable, all Permits that are held by the Company and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.19 of the Disclosure Schedules;

(g) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits (including any lease deposits), charges, sums and fees;

(h) all of the Company's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(i) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and intellectual property files relating to the Owned Intellectual Property and the Licensed Intellectual Property ("Books and Records") that are not Excluded Assets listed in Schedule 2.02(f);

(j) all of the Company's rights in and to the bank account numbers at [REDACTED] (payroll account) and [REDACTED] (general account) at M&T Bank (the "Company Account") and an amount of [REDACTED] in cash contained therein (the "Remaining Cash"); and

(k) all goodwill and the going concern value of the Business.

II.2. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets");

(a) Cash and Cash Equivalents (other than the Remaining Cash);

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- (b) Amounts due from any Member to the Company;
- (c) Contracts that are not Assigned Contracts (the "Excluded Contracts");
- (d) the organizational documents, minute books, Tax Returns, books of account or other records having to do with the limited liability company organization of the Company;
- (e) all Company Benefit Plans and assets attributable thereto;
- (f) the Company's insurance policies and insurance Contracts and all rights related thereto; and
- (g) the assets, properties and rights specifically set forth on Schedule 2.02(g).

II.3. Assumed Liabilities. Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform and discharge only the following Liabilities of the Company (collectively, the "Assumed Liabilities"), and no other Liabilities:

- (a) all accounts payable of the Company to third parties in connection with the Business as at December 31, 2016 (the "Assumed Accounts Payable"); and
- (b) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Company on or prior to the Closing.

II.4. Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the Company or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "Excluded Liabilities"). The Company shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which it or they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

- (a) any Liabilities of the Company arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement and the Contemplated Transactions;
- (b) all Liabilities for Taxes for which the Company is responsible under Section 6.04 of this Agreement;
- (c) any Liabilities relating to or arising out of the Excluded Assets;
- (d) any Liabilities in respect of any pending or threatened Proceeding to which the Company or any Member is a party or which relates directly or indirectly to the Purchased Assets;
- (e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by the Company, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by the Company;

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(f) any Liabilities of the Company to any present or former employees, officers, directors, retirees, independent contractors or consultants of the Company, including, without limitation, any Liabilities associated with any claims for wages or other benefits (including under any Company Benefit Plan), commissions, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments, accrued for but not paid as of the Closing;

(g) any claims related to or Liabilities under Environmental Law, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of the Company;

(h) any accounts payable of the Company other than Assumed Accounts Payable;

(i) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to the Company on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(j) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of the Company (including with respect to any breach of fiduciary obligations by same);

(k) any Liabilities (i) under the Excluded Contracts; (ii) under any other Contracts, including Licensed Intellectual Property, which are not validly and effectively assigned to Purchaser pursuant to this Agreement or which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by the Company of any such Contracts prior to Closing;

(l) any Liabilities associated with Indebtedness of the Company and/or the Business; and

(m) any Liabilities arising out of, in respect of or in connection with the failure by the Company or any of its Affiliates to comply with any Applicable Law or governmental order.

II.5. Purchase Price.

[REDACTED]

II.6. Adjustment to Purchase Price.

[REDACTED]



II.7. Allocation of Purchase Price. The Company and Purchaser agree to allocate the Purchase Price among the Purchased Assets for all purposes (including financial accounting and tax purposes) in accordance with the methodology of determining values and asset classifications at Closing, as set forth on Schedule 2.07 (the "Allocation Schedule"). Such allocation shall be binding upon the Parties. The Company and Purchaser agree to conform to such Allocation Schedule in reporting the sale of the Purchased Assets for federal, state and local income tax purposes, and in filing all information returns, including an Internal Revenue Service Form 8594. Any adjustments to the Purchase Price pursuant to the terms of this Agreement will be allocated in a manner consistent with the Allocation Schedule.

III.

CLOSING

III.1. Closing Date. The purchase and sale of the Purchased Assets is being consummated by the exchange of signatures by facsimile or other electronic transmission at a closing (the "Closing") held at the offices of DLA Piper LLP (US), 1650 Market Street, Suite 4900, Philadelphia, Pennsylvania 19103 on the date of this Agreement. The Parties hereby acknowledge and agree that the consummation of the purchase and sale of the Purchased Assets and the other transactions contemplated hereby shall for all purposes be deemed to have occurred effective as of January 1, 2017 at 12:01 a.m. (Eastern Time) on the date hereof (such date and time being herein referred to as the "Closing Date"). The Parties may agree to deliver signature pages and other documents at closing by electronic mail utilizing .pdf or another similar format, and that such delivery shall be conclusive, and such signature pages deemed to be originals, for all purposes hereof.

III.2. Deliveries at Closing. Subject to the terms and conditions of this Agreement, at the Closing, the following Persons shall deliver or cause to be delivered the following:

(a) Purchaser shall deliver the Cash Consideration to the Company by a wire transfer of immediately available funds to an account or accounts designated in writing by the Company.

(b) Purchaser shall deliver, or cause to be delivered, to the Company the instrument of assignment and assumption of the Purchased Assets and Assumed Liabilities substantially in the form of Exhibit B (the "Instrument of Assignment and Assumption"), duly executed by Purchaser.

(c) Purchaser shall deliver to the Company by wire transfer of immediately available funds, separate from the Total Closing Payment, an amount of One Hundred Thousand Dollars \$100,000.00.

(d) The Company shall deliver, or cause to be delivered, to Purchaser, the following Closing deliverables:

(i) evidence reasonably satisfactory to Purchaser that all Indebtedness of the Company has been repaid in full on or prior to the Closing Date;

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(ii) evidence reasonably satisfactory to Purchaser that any and all Liens (other than Permitted Liens) shall have been released (or committed to be released pursuant to payoff letters reasonably satisfactory to Purchaser) and completed copies of Uniform Commercial Code financing statement amendments terminating such Liens shall have been filed (or committed to be filed pursuant to payoff letters reasonably satisfactory to Purchaser);

(iii) a bill of sale satisfactory to Purchaser substantially in the form of Exhibit C evidencing the transfer of ownership of the Purchased Assets and the Instrument of Assignment and Assumption, each duly executed by the Company;

(iv) evidence reasonably satisfactory to Purchaser that the Company's lease with respect to the premises at 221 King Manor Dr., King of Prussia, PA 19406 (the "Lease") has been assigned to Purchaser;

(v) the consents, waivers and approvals with respect to the Contemplated Transactions under those Contracts listed on Schedule 3.02(g)(v);

(vi) a properly completed and duly executed Internal Revenue Service Form W-9 of the Company;

(vii) a non-foreign affidavit of the Company dated as of the Closing Date, certifying the Company is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2; and

(viii) a certificate of an officer of the Company certifying, (A) as complete, accurate and in effect as of the Closing, (1) attached copies of Company's organizational documents, and (2) all requisite resolutions or actions of Company's directors and Member approving the execution and delivery of this Agreement and the consummation of the Contemplated Transactions (as applicable), and (B) as to the incumbency and signatures of the officers of Company executing this Agreement or other document, certificate or instrument relating to the Contemplated Transactions.

IV.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company, each of the Member and Howard Levine, jointly and severally, hereby represents and warrants to Purchaser, except as set forth in the disclosure schedules delivered by the Company to Purchaser on the date hereof (the "Disclosure Schedules"), as follows:

IV.1. Organization and Standing. The Company is a limited liability company duly formed and validly existing and subsisting under the laws of the State of New Jersey. The Company has full corporate power and authority to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted. The Company is duly qualified and in good standing to do business as a foreign limited liability company in each jurisdiction in which such qualification to carry on its business as presently conducted, and to hold its properties and assets, is necessary. The Company has made available to Purchaser accurate and complete copies of the organizational documents of the Company as amended and in effect on the date of this Agreement.

IV.2. Capitalization; Subsidiaries.

(a) As of the date hereof, Schedule 4.02 of the Disclosure Schedules accurately and completely sets forth for the Company a list of the names of each record and beneficial owner of the Company's Equity Securities with the number, class, and series of Equity Securities owned by

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each such owner. Except as set forth on Schedule 4.02(a) of the Disclosure Schedules, there are no Equity Securities of the Company that are issued, reserved for issuance or outstanding. All outstanding Equity Securities of the Company are lawfully owned of record and beneficially held by the owner set forth on Schedule 4.02(a) of the Disclosure Schedules and are not subject to, issued or held in material violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under Applicable Law or the organizational documents of the Company. The Company has no Subsidiaries and does not own, directly or indirectly, any Equity Securities of any other Person.

IV.3. Authority; Execution and Delivery; Enforceability.

(a) The Company has full limited liability company power and authority to execute and deliver this Agreement to which it is or will be a Party and to consummate the Contemplated Transactions. The Member has the legal capacity to execute and deliver this Agreement and to consummate the Contemplated Transactions to the extent such Member is so personally obligated.

(b) The execution and delivery by the Company of this Agreement and any related agreements to which it is a party and the consummation by the Company of the Contemplated Transactions has been duly authorized by all necessary limited liability company action on the part of the Company and no other action on the part of the Company is necessary to authorize the execution, delivery and performance of the Contemplated Transactions.

(c) This Agreement and any related agreements to which the Company is a party constitutes the legal, valid and binding obligations of the Company enforceable against it in accordance with their respective terms, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and to general equitable principles.

IV.4. Noncontravention. Except as set forth in Schedule 4.04 of the Disclosure Schedules, neither the execution and delivery of this Agreement, nor the consummation or performance of any of the Contemplated Transactions, will (a) contravene, conflict with or result in a violation of (i) any Applicable Law to which the Company or the Member is subject or by which any of the Company's assets are bound; (ii) the provisions of any Contract to which the Company is party, any Permit of the Company or any contract to which any Member is a party; (iii) the provisions of any of the organizational documents of the Company; or (b) result in the creation of any Lien (other than a Permitted Lien) upon or with respect to any of the assets of the Company.

IV.5. Financial Statements. Complete copies of the balance sheets of the Company as of and for the fiscal years ended December 31, 2014 and December 31, 2015 and for the eleven-month period ended November 30, 2016 (the "Balance Sheet Date") and the related statements of income, and stockholders' equity for the periods then ended are set forth in Schedule 4.05 of the Disclosure Schedules (collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with the manner in which financial statements have been historically prepared, and have been prepared on a consistent basis throughout such periods and are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated, in all material respects.

IV.6. Accounts Payable. All accounts payable of the Company are reflected in the books and records of the Company. There are no accounts payable that did not arise in the ordinary course of business or that are materially past due.

IV.7. Accounts Receivable. All Accounts Receivable of the Company are valid receivables, are not subject to any counterclaim, setoff, defense or deferral and are fully collectible in accordance with the past practice of the Company, subject to reserves on the Balance Sheet accrued in accordance with GAAP, consistently applied, calculated in the ordinary course of business and chargebacks, credits and other allowances taken by customers in the ordinary course of the Company's Business.

IV.8. No Undisclosed Liabilities. The Company has no liabilities other than liabilities (a) identified on the liabilities side of the balance sheet of the Company as of the Balance Sheet Date, (b) incurred by the Company in the ordinary course of business since the Balance Sheet Date and not discharged as of the Closing, (c) relating to the performance under Contracts that have not yet been fully performed and under which the Company is not in breach or default, or (d) liabilities under this Agreement.

IV.9. Absence of Changes or Events. Between the Balance Sheet Date and the date of this Agreement, the Company has conducted its business in the ordinary course of business in all material respects, and to the Knowledge of the Company there are no occurrences, facts or circumstances with respect to the Company that would be expected to have a material adverse effect on the financial condition or operation of its business in the ordinary course.

IV.10. Title to Assets. The Company has good and marketable title to all assets owned by it, and valid and enforceable leasehold or licensed interests in all tangible assets leased or licensed by it. Such owned assets and leased or licensed assets are suitable for use in the ordinary course of business as currently conducted (ordinary wear and tear excepted) and constitute all of the tangible assets necessary to enable the Company to conduct its business in the ordinary course of business as currently conducted as of the date of this Agreement. Except for Liens set forth in Schedule 4.10 of the Disclosure Schedules (the "Permitted Liens"), all of such owned assets are owned, and such leased or licensed assets are leased or licensed, free and clear of all Liens.

IV.11. Real Property. Schedule 4.11 of the Disclosure Schedules sets forth an accurate and complete list of all real property in which the Company has a leasehold interest (each, a "Leased Property"), the address of the Leased Property and the amount of the lease payment for the Leased Property for each period with respect to which such amount is due. The Company does not hold fee title to any real property. Subject to the terms of the leases for Leased Property to which the Company is a party (as lessee, sublessee, sublessor or lessor), the Company has a valid and subsisting leasehold estate in and the right to quiet enjoyment of each of the Leased Properties for the full term of the real property leases (including renewal periods) relating thereto, in each case free and clear of all Liens, except for those Liens that do not materially affect the usage or the value of such Leased Property, or any other Permitted Lien. To the Knowledge of the Company, the Leased Property (including all structures and improvements located thereon), and the present uses of the Leased Property by the Company comply in all material respects with and is operated in all material respects in accordance with Applicable Laws, Permits and Contracts related thereto, and all structures and improvements located on the Leased Property are in all material respects in good operating condition and in a state of good maintenance and repair as may be necessary for their use as of the date hereof, ordinary wear and tear excepted, and such improvements are in all material respects adequate and suitable for the purposes for which they are presently being used. As of the date hereof, except as set forth in Schedule 4.11 of the Disclosure Schedules, there are no (i) condemnation or appropriation proceedings pending or, to the Knowledge of Company, threatened against any Leased Property or any of the improvements thereon or (ii) Contracts, by and among any third parties, claiming an interest in the interest of the Company in the Leased Property or otherwise relating to the use and occupancy of the Leased Property.

IV.12. Intellectual Property.

(a) Schedule 4.12(a) of the Disclosure Schedules lists (i) all the Company owned Intellectual Property that is the subject of a registration, application or patent (each a "Registered Intellectual Property Asset"), specifying as to its nature and the applicable jurisdiction(s) in which the corresponding registration, application or patent was issued or registered, as applicable, (ii) all material unregistered Company owned Intellectual Property (each an "Unregistered Intellectual Property Asset") and (iii) all Contracts under which the Company has acquired or obtained, or has or has been licensed or otherwise granted, any license, permission or other right to utilize any Licensed Intellectual Property or Intellectual Property owned by a third party, except for Contracts relating to commercially available products or services (each an "Intellectual Property Agreement") and collectively, with each Registered Intellectual Property Asset and Unregistered Intellectual Property Asset, the "Intellectual Property Assets"). The Company has made available to Purchaser copies of all relevant documentation, as may be reasonably requested by Purchaser.

(b) Intellectual Property Assets, along with the Contracts relating to commercially available products or services, constitutes all the Intellectual Property necessary and sufficient for the operation of the business of the Company as currently conducted. The Company owns all rights, titles and interests in and to each Registered Intellectual Property Asset and Unregistered Intellectual Property Asset, free and clear of all Liens other than Permitted Liens, and no Registered Intellectual Property Asset has been cancelled, determined to be invalid or unenforceable under Applicable Law or become expired or abandoned. Each Intellectual Property Agreement is binding against other party thereto and is fully exercisable and enforceable by the Company. Each Intellectual Property Asset has been duly maintained, is valid and subsisting, with no material defects of title, and is in full force and effect. The Contemplated Transactions will not adversely affect the validity or enforceability of any of the Intellectual Property Assets under Applicable Law, nor require the consent of any other Person in respect of, Purchaser's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business as currently conducted. All necessary registration, maintenance, renewal, and annuity fees and taxes due within ninety (90) days after the Closing Date have been paid, and all necessary documents have been filed, in connection with each Registered Intellectual Property Asset.

(c) The conduct of the Business as currently and formerly conducted, and the Intellectual Property Assets as currently or formerly owned, licensed or used by Company, have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person. The Company is not bound by, and no Intellectual Property Assets are subject to, any agreement or arrangement containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, exploit, assert or enforce any Intellectual Property Assets anywhere in the world. Except as set forth in Schedule 4.12(c) of the Disclosure Schedules, (i) there are no suits, actions, investigations, claims, cause of actions (including any oppositions, interferences or re-examinations) pending or, to Company's Knowledge, threatened (including in the form of offers to obtain a license) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Company in connection with the Business, and (ii) the Company has not agreed to indemnify, defend, or otherwise hold harmless any Person with respect to damages resulting or arising from the infringement of any Intellectual Property.

IV.13. Material Contracts.

(a) Schedule 4.13(a) of the Disclosure Schedules sets forth an accurate and complete list of each of the following Contracts to which the Company is a party or by which its assets are bound (collectively, "Material Contracts"):

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(i) Contract with a customer of the Company that generated revenues for the Company in excess of Twenty Thousand Dollars (\$20,000.00) during the twelve (12) month period ending November 30, 2016;

(ii) Contract pursuant to which the Company paid to any supplier, vendor or similar Person an Contract with a customer of the Company that generated revenues for the Company in excess of Twenty Thousand Dollars (\$20,000.00) during the twelve (12) month period ending November 30, 2016;

(iii) Contract pursuant to which the Company is bound by any covenant not to compete or to solicit;

(iv) Lease, sublease or similar Contract with any Person pursuant to which the Company is a lessor, sublessor, lessee or sublessee of any portion of real property;

(v) Contract that is material to the conduct of the business of the Company as presently conducted (A) under which any Intellectual Property Asset is licensed to a third party or (B) under which any Licensed Intellectual Property (excluding those generally commercially-available and costing less than Twenty Thousand Dollars (\$20,000.00) in the aggregate) is licensed from or sublicensed to a third party, identifying in each case whether such license is exclusive or non-exclusive;

(vi) Contract, that is not otherwise a Material Contract, pursuant to which the Company is required to indemnify any Person outside of the ordinary course of business;

(vii) Contract for the sale of assets owned or leased by the Company with a book value of Twenty Thousand Dollars (\$20,000.00) individually or Fifty Thousand Dollars (\$50,000.00) in the aggregate (other than Inventory sales in the ordinary course of business);

(viii) Contract relating to any joint venture, partnership or similar arrangement;

(ix) Contract for the purchase of assets outside of the ordinary course of business for aggregate consideration payable by the Company of Fifty Thousand Dollars (\$50,000.00) or more;

(x) Contract for the employment, hire or retention of any director, officer, employee, consultant, or independent contractor of the Company, excluding any contract which is to be paid post-Closing by the Company; and

(xi) Contract, not otherwise identified above, pursuant to which the Company is obligated as of the date of this Agreement to make payments in excess Twenty Thousand Dollars (\$20,000.00) during the twelve (12) month period following the Closing Date.

(b) The Company has made available to Purchaser accurate copies of each Material Contract (other than purchase orders) (including all written amendments, modifications and supplements thereto). All Material Contracts are valid, binding and enforceable against the Company and, to the Knowledge of the Company, against the other parties thereto (except in each case as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other Applicable Laws affecting creditors' rights generally or by general principles of equity) and are in full force and effect. The Company has performed all material obligations required to be performed by it to date under the Material Contracts to which it is a party, and it is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. To the Knowledge of the Company, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default

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in any material respect under any Material Contract. The Company has not received any written notice of the intention of any other party to a Material Contract to terminate any Material Contract prior to the expiration of the term (including renewal terms) thereof, or to amend the material terms of any Material Contract outside of the ordinary course of business.

IV.14. Taxes.

(a) The Company has, in respect of the Purchased Assets or the Business, filed on a timely basis (taking into account applicable extensions of time to file, all of which are listed on Schedule 4.14 of the Disclosure Schedules) all Tax Returns required to be filed and paid all Taxes which have become due and payable pursuant to such Tax Returns or pursuant to any assessment which has become payable, to the extent failure to do so would result in a Lien (other than for Taxes not yet due and payable) on any Purchased Asset or would result in Purchaser becoming liable or responsible therefor. All such Tax Returns were correct and complete in all material respects and were timely prepared and filed in accordance with applicable Law. All applicable sales or use Taxes that were required to be paid when any Purchased Asset was acquired were paid in accordance with applicable Laws.

(b) The Company is not a foreign person within the meaning of Section 1445 of the Code.

(c) There are no Liens for, and the Company has no obligations with respect to, Taxes (other than for current Property Taxes not yet due and payable) on any Purchased Asset nor are any threatened or in the process of being imposed on any of the Purchased Assets.

IV.15. Proceedings

Except as provided in Schedule 4.15 of the Disclosure Schedules, the Company is not subject to any Proceeding pending or threatened, against the Company, or any director or officer of the Company, in such capacity as a director or an officer. There is no outstanding judgment to which the Company is a party or subject or by which the Company or any of its assets is bound.

IV.16. Benefit Plans

(a) Schedule 4.16(a) of the Disclosure Schedules sets forth an accurate and complete list of each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Company for the benefit of any current or former employee, director or officer of the Company or with respect to which the Company would reasonably be expected to have direct, indirect, joint and several or contingent liability (collectively, the "Company Benefit Plans"). The Company has not made any other express or implied commitment, whether legally enforceable or not, (i) to create, incur liability with respect to, or cause to exist, any other employee benefit plan, program or arrangement, (ii) to enter into any contract or agreement to provide compensation or benefits to any individual or (iii) to modify, change or terminate any Company Benefit Plan, other than with respect to a modification, change or termination required by Applicable Law.

(b) Each Company Benefit Plan intended to qualify under Section 401(a) of the Code is the subject of a favorable determination or opinion letter issued by the Internal Revenue Service as to its qualified status under the Code, and each trust established in connection with any Company Benefit Plan that is intended to be exempt from federal income taxation under Section 401(a) of the Code has received a determination letter from the IRS that it is so exempt, and, to the Knowledge of the Company, no circumstances have occurred since the date of such favorable

determination or opinion letter that would result in the loss of the tax-qualified status of any such Company Benefit Plan.

(c) Each Company Benefit Plan has been operated and administered in all material respects in accordance with its terms and in compliance with Applicable Law, including, to the extent applicable, the Code and ERISA, and all Persons who participate in the operation of such Company Benefit Plans and "fiduciaries" thereunder within the meaning of Section 3(21) of ERISA have always acted in accordance with the provisions of all Applicable Law, including ERISA and the Code.

IV.17. Employees and Labor Matters.

(a) Schedule 4.17(a) of the Disclosure Schedules accurately sets forth all individuals who are employees, independent contractors or consultants of the Company as of the date hereof (including those on a leave of absence or on layoff status), and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire/contract date; (iv) current wages/compensation (e.g., salary, hourly, contract period) rate; (v) any and all other contingent payments (including but not limited to commission, bonus, severance, or other incentive-based compensation); (vi) exempt or non-exempt status; (vii) accrued but unused paid time off (including but not limited to vacation, personal and/or sick days); (viii) a description of the fringe benefits available to and/or provided to each such individual as of the date hereof but not provided generally to the employees of the Company; and (ix) whether the individual is on leave or layoff status. All wages, compensation and contingent/incentive payments, including but not limited to commission, bonus, severance, or other incentive-based compensation, payable to employees, independent contractors, or consultants of the Company for services performed have been paid in full as of the Closing.

(b) The Company is in compliance in all material respects with all Applicable Laws pertaining to employment and employment practices, including but not limited to all Applicable Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, minimum wage, employment classification, privacy, health and safety, workers' compensation, collective bargaining, the exercise of rights protected by the National Labor Relations Act, leaves of absence, including but not limited to under the Family and Medical Leave Act and any similar Applicable Law, the payment of social security and similar taxes, the hiring and retention of employees with the right to work in the United States (including, without limitation, all requirements under the Immigration Reform and Control Act, as amended) and unemployment insurance. There are no Proceedings against the Company pending, or to the Knowledge of the Company, threatened to be brought or filed, by or with any Governmental Entity or arbitrator, nor are there any internal complaints brought by an employee, volunteer, intern, independent contractor or consultant or to the Knowledge of the Company, threatened to be brought, in connection with the employment (or relationship of) of any current or former applicant, employee, consultant, volunteer, intern, or independent contractor or consultant of the Company, including any Proceedings or complaints related to or arising under any of the aforementioned laws pertaining to employment and employment practices.

IV.18. Compliance with Applicable Laws. The Company conducts its business, and operates and uses all of its assets, in compliance in all material respects with all Applicable Laws. The Company is not aware of any potential violation of Applicable Law nor has it received any written notice from any Governmental Entity or any other Person alleging the violation of, or failure to comply with, any Applicable Law.

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IV.19. Permits. Schedule 4.19 of the Disclosure Schedules sets forth an accurate and complete list of each Permit held by the Company, and the Company made available to Purchaser accurate copies of all such Permits including all renewals and all amendments thereof. The Permits identified in Schedule 4.19 of the Disclosure Schedules are valid and in full force and effect, and collectively constitute all Permits necessary to enable the Company to conduct its business in the manner in which it is presently conducted, and, except as otherwise identified in Schedule 4.19 of the Disclosure Schedules, all of such Permits will remain in full force in effect immediately after the completion of the Contemplated Transactions. The Company is in compliance in all material respects with all of its Permits identified in Schedule 4.19 of the Disclosure Schedules. The Company has not received any written notice from any Governmental Entity alleging the violation of, or failure to comply with, any term or requirement of any of its Permits, or regarding the revocation, withdrawal, suspension, cancellation, termination or modification of any of its Permits.

IV.20. Environmental Matters. The Company is in compliance in all material respects with all Environmental Laws. The Company has not received any written notice whether from a Governmental Entity or any other Person alleging that the Company has failed to comply with or has any liability under any Environmental Law.

IV.21. Customers. The Company's relationships with its customers are good, and except as set forth on Schedule 4.21, during the twelve (12) month period prior to the Closing Date the Company has collected its Accounts Receivable from, and has had no unresolved disputes with, such customers in the ordinary course of business. Except as set forth on Schedule 4.21, during the twelve (12) month period prior to the Closing Date, no customer of the Company, to Company's Knowledge, (i) has terminated or adversely modified its relationship with the Company, (ii) intends to terminate or adversely modify (including without limitation any material price decreases or any adverse modification to the terms of purchase from the Company other than in the ordinary course of business) its relationship with the Company or (iii) is threatened with bankruptcy or insolvency.

IV.22. Vendors and Suppliers. The Company's relationships with its vendors and suppliers are good, and there are no unresolved disputes outside of the ordinary course of business between the Company and any of its vendors or suppliers. During the during the twelve (12) month period prior to the Closing Date, no vendor or supplier of the Company, to Company's Knowledge, (i) has terminated or adversely modified its relationship with the Company, (ii) intends to terminate or adversely modify (including without limitation any price increases or any adverse modification to the terms of sale to the Company other than in the ordinary course of business) its relationship with the Company or (iii) is threatened with bankruptcy or insolvency.

IV.23. Inventory. The Company has good and valid title, free and clear of any Liens, other than Permitted Liens, to all Inventory owned by the Company. The Inventory consists of a quality and quantity usable, merchantable and fit for the purpose for which it was purchased or manufactured and is salable in the ordinary course of business, except for obsolete, damaged, defective or slow moving items that have been written off or written down to fair market value or for which adequate reserves have been established. The Company records the Inventory in the accounting records of the Company at cost (on a first in first out basis). As of the Closing Date, the Company has maintained Inventory levels in the ordinary course of business consistent with past business practices of the Company.

IV.24. Company Account. At the Closing, the Company Account shall contain at least One Hundred Thousand Dollars (\$100,000.00) in cash, which cash the Purchaser shall have the right and title to utilize for its own purposes.

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IV.25. Brokers. Except as to Elliot S. Fisher & Associates, the Company has not retained any Person to act as a broker or agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the Contemplated Transactions for which Purchaser could become liable or obligated.

IV.26. Disclosure. No representation or warranty of the Company or the Member regarding the Company set forth in this Article IV (including but not limited to any statement contained in the Disclosure Schedules) contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

V.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser and Peter Witonsky, jointly and severally, hereby represents and warrants to the Company as follows:

V.1. Organization and Standing. Purchaser is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified and in good standing to do business in each jurisdiction in which such qualification to carry on its business as presently conducted, and to hold its properties and assets, is necessary.

V.2. Authority; Execution and Delivery; Enforceability. Purchaser has full corporate power and authority to execute and deliver this Agreement and to consummate the Contemplated Transactions. The execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the Contemplated Transactions have been duly authorized by all necessary corporate action, and no other action on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement and the Contemplated Transactions. This Agreement has been duly executed and delivered. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and to general equitable principles.

V.3. Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the Contemplated Transactions, will in any material respect contravene, conflict with or result in a violation of (a) any Applicable Law of which Purchaser is aware or any Judgment to which Purchaser is subject; (b) the provisions of any material Contract to which Purchaser is subject; or (c) the provisions of the organizational documents of Purchaser. Purchaser does not need to (i) give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity, nor (ii) obtain any third party consents in connection with entering into this Agreement or consummating the Contemplated Transactions.

V.4. Brokers. Purchaser has not retained any Person to act as a broker or agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the Contemplated Transactions for which the Company could become liable or obligated.

VI.

COVENANTS

VI.1. Publicity. Purchaser, on the one hand, and the Company and the Member, on the other hand, shall consult with each other before issuing any press release or making any public statement with respect to this Agreement and shall not issue any such press release or make any such public statement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, except as such release or announcement may be required by Applicable Law.

VI.2. Covenant Not To Compete; Non-Solicitation.

(a) Each of the Company, Howard Levine and the Member acknowledges that the agreements and covenants contained in this Section 6.02 are essential to protect the value of the Business being acquired by Purchaser. Therefore, each of the Company and the Member agrees that for the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (such period is hereinafter referred to as the "Restricted Period"), such Party shall not anywhere in the United States or any other country in which the Company currently sells or proposes to sell to customers (the "Territory") participate or engage, directly or indirectly, for themselves or on behalf of or in conjunction with any Person, whether as an employee, agent, officer, consultant, director, stockholder, partner, joint venturer, investor or otherwise, in any business which is in competition with the Business. Notwithstanding the foregoing, Howard Levine and the Member may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if such Member is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own one percent (1%) or more of any class of securities of such Person.

(b) Each of the Company, Howard Levine and the Member further agrees that, during the two-year period after the date hereof, such Party (which term for purposes of this Section 6.02 and the enforcement thereof shall include Howard Levine) shall not, directly or indirectly, for its own account or for the account of any Affiliate or Third Party, encourage, solicit, or induce, or in any manner attempt to encourage, solicit, or induce, (i) any Person employed by, as agent of, or a service provider to, Purchaser or the Company to terminate (or, in the case of an agent or service provider, terminate or reduce) such Person's employment, agency or service, as the case may be, with Purchaser or the Company, or (ii) any customer, supplier, licensee or other business relation (or any direct or indirect subsidiary of any such customer, supplier, licensee or other business relation) of Purchaser or the Company to cease doing business with or reduce the amount of business conducted with (including by providing similar services or products to any such Person) Purchaser or the Company, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Purchaser or the Company.

(c) Each of the Company, Howard Levine and the Member agrees that a monetary remedy for a breach of the agreement set forth in Section 6.02(a) and Section 6.02(b) hereof will be inadequate and impracticable and further agrees that such a breach would cause Purchaser irreparable harm, and that Purchaser shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Each of the Company, Howard Levine and the Member hereby acknowledges that the Business is national in nature and conducted throughout the Territory. In the event of such a breach, each of the Company, Howard Levine and the Member agrees that Purchaser shall be entitled to such injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions as a court of competent jurisdiction shall determine. The Member hereby acknowledges and agrees that they are the sole owner of the Equity Securities of the Company and that the consideration paid to the Company hereunder is sufficient consideration for the covenants of the Member in this Section 6.02. Howard Levine hereby acknowledges and agrees that he is a member and a 40% owner of the

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Member and that the consideration paid to the Company hereunder is sufficient consideration for the covenants of the Member in this Section 6.02. Purchaser, the Company and the Member agrees that no amount of the Purchase Price allocated to the covenant not to compete set forth in this Section 6.02 shall be considered in any proceeding to enforce or otherwise with respect to this covenant not to compete, including, without limitation, as evidence of adequacy or inadequacy of consideration therefor or as evidence of the amount of damages for any violation thereof (it being agreed that the covenant not to compete set forth in this Section 6.02 is integral to the transactions contemplated by this Agreement and Purchaser's willingness to proceed with such transactions and that the Company, the Member and Purchaser shall not assert that the Purchase Price is severable in any such proceeding with respect to this covenant not to compete). Each of the Company and the Member acknowledges that the provisions of this Section 6.02 are reasonable and will not limit either individual Member's ability to maintain the Member's current level of subsistence whether through the obtaining of gainful employment at sufficient rates of compensation or otherwise.

(d) If any provision of this Section 6.02 is invalid in part, it shall be curtailed, as to time, location or scope, to the minimum extent required for its validity under the laws of the United States and the states thereof and shall be binding and enforceable with respect to the Company and the Member as so curtailed.

VI.3. Employees. Effective as of the Closing, the Company shall terminate the employment of all employees of the Company. The Company shall be responsible for providing any required notice under the Worker Adjustment and Retraining Notification Act or any similar state law. Effective immediately following such termination, Purchaser shall offer employment to each employee of the Company as of the Closing on substantially similar terms as their employment with the Company (subject to any differences in the two entities' respective benefit plans), with credit given for prior employment service with the Company. Notwithstanding the foregoing, neither Purchaser, nor any of its Affiliates, shall be obligated to continue to employ any employee for any specific period of time following the Closing Date, except to the extent of obligations of Purchaser that may exist under Applicable Law or by Contract. To the extent applicable, Purchaser and the Company shall cooperate in the payment of employees during the Company's payroll period ending January 6, 2017 such that all employees are properly compensated and each of Purchaser and the Company bears its respective share of the costs thereof, as required to reflect the sale of the Business effective January 1, 2017.

VI.4. Tax Matters.

(a) All real, personal and intangible property Taxes and similar ad valorem obligations that are imposed on a periodic basis ("Property Taxes") levied with respect to the Purchased Assets for any Tax period that includes but does not end on the Closing Date shall be apportioned between the Company, on the one hand, and Purchaser, on the other, based on the number of days of such taxable period up to and including the Closing Date and the number of days of such taxable period after the Closing Date. The Company and the Member shall, jointly and severally, timely pay the proportionate amount of such Taxes that is attributable to the portion of the taxable period ending on the Closing Date, and Purchaser shall be liable for the proportionate amount of such Taxes that is attributable to the taxable period beginning after the Closing Date.

(b) Notwithstanding anything to the contrary, the Company and the Member shall, jointly and severally, timely pay all transfer, sales, documentary, use, excise, personal property, intangible, stamp, or similar Taxes (collectively, "Transfer Taxes"), if any, arising in connection with the consummation of the transactions contemplated under this Agreement (including those Transfer Taxes imposed on Purchaser). To the extent that any Transfer Taxes are imposed on Purchaser, the Company and the Member shall promptly pay such Transfer Taxes and indemnify

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and hold Purchaser harmless for such Transfer Taxes. The Company and the Member shall cooperate with Purchaser and make any filings reasonably requested by Purchaser to obtain any available Tax clearance certificates in connection with the transactions contemplated pursuant to this Agreement.

VI.5. Use of Name. Purchaser shall have the right to use the names "Evergreen Synergies, LLC", "Sun and Earth, Inc." and "East Coast Liquid Filling Co." in its name, as a trade name, and in any other way Purchaser deems appropriate to transfer the goodwill of the Company to Purchaser in connection with the acquisition of the Purchased Assets. Immediately following Closing, the Company shall change its name such that its new name will not be reasonably confused with "Evergreen Synergies, LLC", "Sun and Earth, Inc." or "East Coast Liquid Filling Co."

VI.6. Waiver of Bulk Sales Compliance. Purchaser and the Company hereby waive compliance of bulk sales laws of any applicable jurisdiction, and the Company agrees to indemnify and hold harmless Purchaser and its Affiliates from and against any claims arising out of or due to the failure to comply with such bulk sales laws.

VI.7. Further Cooperation. From time to time after the Closing, the Company, at Purchaser's request and without further consideration, and without limiting the obligations hereunder of the Company at or prior to the Closing and any right Purchaser may otherwise have under this Agreement, agrees to execute and deliver or to cause to be executed and delivered such other instruments of transfer as Purchaser may reasonably request to transfer to Purchaser more effectively the right, title and interest in or to the Purchased Assets and to take or cause to be taken such further or other action as may reasonably be necessary or appropriate in order to effectuate the transactions contemplated by this Agreement. At reasonable times and upon reasonable notice, Purchaser shall give reasonable access to (or copies of) the Books and Records, including but not limited to books of account, ledgers and general financial and accounting records necessary for the Company and the Member to prepare all applicable Tax Returns for 2015 and 2016 and for other proper business and financial purposes, and the Company may maintain such copies of elements of the Books and Records as it deems reasonably necessary for such purposes, provided that the Company and the Member take commercially reasonable steps to maintain the confidentiality thereof for the benefit of Purchaser.

VII.

INDEMNIFICATION AND RELATED MATTERS

VII.1. Indemnification by the Company and the Member. Subject to the limitations set forth in this Article VII and elsewhere in this Agreement, from and after the Closing Date, the Company and the Member and Howard Levine, jointly and severally, shall indemnify Purchaser and its Affiliates, successors and assigns (each a, "Purchaser Party" and collectively, the "Purchaser Parties") from and against any Damages that any Purchaser Party actually incurs as a direct result of:

- (a) any breach of any representation or warranty contained in Article IV;
- (b) any breach by the Company of a covenant contained in Article VI of this Agreement;
- (c) any Indebtedness of the Company not paid and discharged in full on or prior to the Closing Date or not otherwise taken into account in the determination of Closing Deductions;
- (d) any Excluded Liability.

VII.2. Indemnification by Purchaser. Subject to the limitations set forth in this Article VII and elsewhere in this Agreement, from and after the Closing Date, Purchaser and Peter Witonsky, jointly and severally, shall indemnify the Company and its respective Affiliates, successors and assigns (each, a "Company Party" and collectively, the "Company Parties") from and against any Damages that any Company Party actually incurs relating to an Assumed Liability, the Lease, or as a direct result of any breach by Purchaser of (a) any representation or warranty contained in Article V or (b) any covenant in this Agreement.

VII.3. Expiration of Representations and Warranties and Covenants.

(a) Except as set forth in Section 7.03(b) and Section 7.03(c), all of the representations and warranties of the Parties set forth in this Agreement terminate and expire, and shall cease to be of any force or effect, at 5:00 p.m. (Eastern Time) on April 30, 2018 ("Warranty Expiration Date"), and all liability of the Parties with respect to such representations and warranties (including for indemnification for breach of such representations and warranties under this Article VII), shall thereupon be extinguished; provided, that the obligations of indemnity under this Article VII shall survive and continue with respect to any claims set forth in a Claim Notice delivered before the Warranty Expiration Date. The covenants contained in this Agreement shall survive the Closing until they are otherwise terminated by their respective terms (it being understood that any claims for breaches of such covenants may be made at any time prior to the expiration of the applicable statute of limitations).

(b) Except as set forth in Section 7.03(c), the representations and warranties (i) set forth in Section 4.01 (Organization and Standing), Section 4.02 (Capitalization; Subsidiaries), Section 4.03 (Authority; Execution and Delivery, Enforceability), Section 4.14 (Taxes), Section 4.16 (Benefit Plans), Section 4.24 (Brokers), Section 5.01 (Organization and Standing), Section 5.02 (Authority; Execution and Delivery; Enforceability) and Section 5.04 (Brokers) shall remain in full force and effect and survive until the sixth day after the expiration of the relevant statute of limitations (such representations and warranties referred to in this clause (i) of this Section 7.03(b) shall be referred to as, the "Fundamental Representations"); and (ii) the representations and warranties set forth in Section 4.20 (Environmental Matters) shall survive for a period of sixty (60) months following the Closing.

(c) Notwithstanding anything in this Section 7.03 to the contrary, if, prior to the end of the relevant survival period set forth in Section 7.03(a) or Section 7.03(b) (the "Claim Expiration Date"), a Purchaser Party or a Company Party, as applicable, shall have duly delivered in good faith a conforming Claim Notice to Purchaser or the Company, as applicable, then the specific indemnification claim set forth in such Claim Notice (to the extent of the matter specified in the Claim Notice) shall survive the Claim Expiration Date and shall not be extinguished thereby until resolution of the matter specified in the Claim Notice in accordance with this Agreement.

VII.4. Limitations; Deductible.

(a) Subject to Section 7.04(b) and without limiting the effect of any of the other limitations set forth in this Agreement, neither Purchaser Parties nor Company Parties shall be entitled to any indemnification payment under this Agreement for any breaches of representations or warranties set forth in Article IV or Article V, respectively, unless and until the respective aggregate amount of Damages actually incurred by such Purchaser Parties or Company Parties, as applicable, as a direct result of such breaches of representations and warranties exceeds Twenty-Five Thousand Dollars (\$25,000.00), at which time the indemnified party shall be entitled to recover the amount of the Damages actually incurred as a direct result of all such breaches of such representations and warranties from the first dollar; *provided, however*, that in no event shall

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Purchaser's or the Company's aggregate liability under this Agreement exceed Five Hundred Thousand Dollars (\$500,000.00).

(b) Subject to Section 7.04(c), the limitations on the indemnification obligations of the Parties set forth in Section 7.04(a) shall not apply to:

(i) any breach of any of the Fundamental Representations made by the Company or Purchaser;

(ii) any indemnification claim made by a Purchaser Party pursuant to clauses (b) through (d) of Section 7.01;

(iii) any indemnification claim made by a Company Party pursuant to clause (b) of Section 7.02; or

(iv) any claim of fraud in connection with any breach of a representation or warranty set forth in this Agreement.

VII.5. Indemnification Claims.

(a) If a Purchaser Party or Company Party (the "Claimant") wishes to assert an indemnification claim in accordance with this Article VII, then the Claimant shall deliver to Purchaser or the Company, as applicable, a written notice (which, in the case of an indemnification claim by a Purchaser Party, shall be delivered to the Company in accordance with Section 7.05(a)) (a "Claim Notice") setting forth:

(i) the specific representation, warranty, or covenant alleged to have been breached by such other Party or other indemnifiable matter described in Section 7.01;

(ii) a reasonably detailed description of the facts and circumstances giving rise to the alleged breach of such representation, warranty or covenant or other indemnifiable matter described in Section 7.01; and

(iii) a reasonably detailed description of, and a reasonable estimate of the total amount of, the Damages actually incurred or expected to be incurred by the Claimant as a direct result of such alleged breach or other indemnifiable matter described in Section 7.01.

VII.6. Settlement of Third Party Claims.

If any Purchaser or the Company (the "Indemnified Party") receives notice or otherwise obtains knowledge of any Proceeding commenced or threatened by a third party (each, a "Third Party Claim") against the Indemnified Party that may give rise to an indemnification claim against the other Party (the "Indemnifying Party"), the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, conditioned or delayed except as provided in this Section 7.06. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within five (5) Business Days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may

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settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.05, it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

VII.7. Exclusive Remedy. Except (a) in the case of fraud with respect to a representation or warranty and (b) with respect to the right to specific performance in accordance with Section 8.10 in the event of a breach by any Party of a covenant under this Agreement, the right of each Party to assert indemnification claims and receive indemnification payments pursuant to this Article VII shall, from and after the Closing Date, be the sole and exclusive right and remedy exercisable by such Party with respect to any breach by any other Party of any covenant, representation, warranty, or otherwise under this Agreement, relating to this Agreement or relating to the Contemplated Transactions.

VII.8. Characterization of Indemnification Payment. Any payment made pursuant to or in connection with this Article VII shall be deemed to be an adjustment to the Purchase Price to the extent permitted by Applicable Law. The liability of the Indemnifying Party with respect to any indemnification claim shall be reduced by the amount actually recovered by the Indemnified Party from the insurer or insurers with respect to such liability, net of any deductible, retrospective premium, increased premium, self-insurance or fronting arrangement and all attorney's fees, expenses and other costs of recovery with respect to such liability.

VIII.

GENERAL PROVISIONS

VIII.1. Assignment. This Agreement shall be binding upon and shall insure to the benefit of the Parties and their respective successors and assigns (if any) and Purchaser and its successors and assigns (if any). Neither Party shall be permitted to assign any of its rights or delegate any of its obligations under this Agreement without the other Parties' prior written consent; *provided*, that Purchaser shall be permitted to assign any of its rights under this Agreement to any Affiliate of Purchaser or to any third party in connection with the sale by Purchaser (or such transferee Affiliate) of all or substantially all of Purchaser's (or such transferee Affiliate's) assets.

VIII.2. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein expressed or implied shall give or be construed to give to any Person (other than the Parties and such successors and assigns) any legal or equitable rights hereunder, other than the persons intended to benefit from the provisions of Article VII, who shall be intended beneficiaries under this Agreement and have the right to enforce such provisions directly as specifically provided therein.

VIII.3. Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, sent by facsimile transmission, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth on Schedule 8.03 or to such other address as the Party to whom notice is to be given may have furnished to the other Parties in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of facsimile transmission, on the date sent if either (i) confirmation of receipt is received or (ii) such notice is promptly mailed by registered or certified mail (return receipt requested), (c) in the case of a nationally recognized overnight courier in circumstances under which such courier guarantees next Business Day delivery, on the next Business Day after the date sent, and (d) in the case of mailing, on the third Business Day following that on which the piece of mail containing such communication is posted.

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VIII.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including in "portable document format" or "PDF") shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

VIII.5. Entire Agreement. This Agreement and the other documents and instruments referred to herein constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

VIII.6. Amendments. This Agreement may not be amended except pursuant to the written agreement of the Parties.

VIII.7. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

VIII.8. Governing Law; Venue.

(a) This Agreement, and all claims of causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed solely by the internal laws of the Commonwealth of Pennsylvania, without regard to the conflict-of-law principles thereof.

(b) Subject to the express limitations contained elsewhere in this Agreement, any Proceeding or other legal action relating to this Agreement or the enforcement of any provision of this Agreement (including any Proceeding relating to a claim for indemnification in accordance with Article VII or for specific performance in accordance with Section 8.10) shall be brought or otherwise commenced in the federal and state courts having jurisdiction over Montgomery County, Pennsylvania. Each party hereto agrees to submit to the exclusive jurisdiction of such courts and not to assert any defense that such venue does not lie therein or that such any such court constitutes an inconvenient forum.

VIII.9. Attorney's Fees. If any Proceeding relating to this Agreement or any of the Contemplated Transactions or the enforcement thereof is brought against any Party, the prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

VIII.10. Specific Performance. The Parties agree that: (a) in the event of any breach or threatened breach by any Party of any covenant, obligation or other provision set forth in this Agreement, the other Parties shall be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) no Party shall be required to

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provide any bond or other security or to prove actual damages in connection with any such decree, order or injunction or in connection with any related action or Proceeding.

VIII.11. Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

VIII.12. Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) Each Party acknowledges that it has participated in the drafting of this Agreement, with the participation of its respective legal counsel, and, as a result, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "subsections," "Sections," "Schedules" and "Exhibits" are intended to refer to subsections and Sections of this Agreement, Schedules of this Agreement and Exhibits to this Agreement.

(e) The words "this Agreement," "hereby," "hereof," "herein," "hereunder," and comparable words refer to all of this Agreement, including the Appendices, Schedules, and Disclosure Schedules to this Agreement, and not to any particular Article, Section, preamble, recital, or other subdivision of this Agreement or Appendix, Schedule, or Disclosure Schedules to this Agreement.

(f) All references herein to "\$" or dollars shall refer to the lawful currency of the United States.

(g) The headings contained in this Agreement or Schedule hereto, the Disclosure Schedule and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Disclosure Schedule and all the Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or in the Disclosure Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

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[Signature Page Follows]

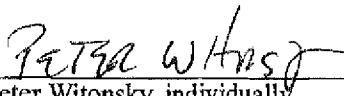
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

PURCHASER:

PDA COMPANIES LLC

By: 

Name: Peter Witonsky
Title: Chief Executive Officer


Peter Witonsky, individually

COMPANY:

EVERGREEN SYNERGIES, LLC

By: 

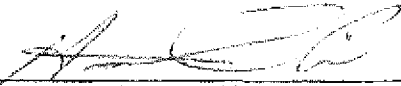
Name: Howard Levine
Title: President

MEMBERS:

HL ENTERPRISES, INC.

By: 

Name: Howard Levine, President


Howard Levine, individually

[Signature Page to Asset Purchase Agreement]

SCHEDULE 4.12(a)

Intellectual Property

The following Trademark registrations:

Description	Registration Number
Sun & Earth and Logo and On the Spot!	3,692,471
Cleans Better, Naturally.	3,922,352
Sun & Earth and Logo	4,121,425