

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429606

|   |  |                       |   |
|---|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | Asset Purchase Agreement                 |                       |   |
| <b>CONVEYING PARTY DATA</b>   |  |                       |   |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>                        |
| Avitech, LLC  |  | 08/31/2012            | Limited Liability Company:<br>CONNECTICUT |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Western International, Inc.              |                       |   |
| <b>Street Address:</b>  | 290 Quarry Road                          |                       |   |
| <b>City:</b>  | Milford                                  |                       |   |
| <b>State/Country:</b>   | CONNECTICUT                              |                       |   |
| <b>Postal Code:</b>   | 06460                                    |                       |   |
| <b>Entity Type:</b>   | Corporation: CONNECTICUT                 |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 4167294                                  | FUEL PACE             |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 2037030800                               |                       |   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |   |
| <b>Phone:</b>   | 2037030800                               |                       |   |
| <b>Email:</b>   | patent@whipgroup.com                     |                       |   |
| <b>Correspondent Name:</b>  | Stephen F. W. Ball Jr.                   |                       |   |
| <b>Address Line 1:</b>  | 600 Summer Street, Whitmyer IP Group LLC |                       |   |
| <b>Address Line 4:</b>  | Stamford, CONNECTICUT 06901              |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Stephen F. W. Ball Jr.                   |                       |   |
| <b>SIGNATURE:</b>   | /Stephen F. W. Ball Jr./                 |                       |   |
| <b>DATE SIGNED:</b>   | 06/01/2017                               |                       |   |
| <b>Total Attachments: 16</b>  |  |                       |   |
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of August 31, 2012 (this "Agreement"), by and between WESTERN INTERNATIONAL, INC., a Connecticut corporation having a principal place of business at 290 Quarry Road, Milford, CT 06460 (the "Buyer"), and AVITECH LLC, an Iowa limited liability company having a principal place of business at 2323 Dean Avenue, Des Moines, IA 50317 (the "Seller," and together with the Buyer, the "Parties").

RECITALS

WHEREAS, the Seller is in the business of designing and manufacturing custom double-wall fuel tanks, both portable and stationary, for a variety of uses (the "Business"); and

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, the Purchased Assets (as defined below) relating to the Business on the terms and conditions set forth in this Agreement; and

WHEREAS, the Seller and the Buyer agree that the Buyer shall not assume any of the liabilities or obligations of the Seller or the Business;

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I.  
SALE OF ASSETS

1.1. Definitions. The following terms which are not otherwise defined elsewhere in this Agreement shall have the meaning set forth below:

- (a) "Closing Date" shall have the meaning set forth in Section 1.6.
- (b) "Knowledge" or "knowledge" as it applies to the knowledge of the Seller shall mean the actual or constructive knowledge of Roy Holt after due inquiry of the appropriate officers or employees of the Seller.
- (c) "Lien" means any claim, charge, pledge, hypothecation, security interest, proxy, voting arrangement or rights, conditional sale or title retention contract, or other encumbrance, restriction or liability of any kind, including restrictions affecting voting rights, transferability or incidents of record or beneficial ownership.
- (d) "Ordinary Course of Business" shall mean an action taken by a Person

that is consistent with past practices of such Person and is taken in the ordinary course of the day-to-day operations of such Person.

(e) "**Person**" means any corporation, individual, joint stock company, joint venture, partnership, unincorporated association, governmental regulatory entity, country, state or political subdivision thereof, trust or other entity.

1.2. The Sale. Upon the terms and subject to the provisions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "**Closing**"), the Seller agrees to sell, transfer, convey, assign and deliver to the Buyer and the Buyer agrees to purchase and acquire from the Seller, all of the properties, assets of the Seller relating to the Business listed on Exhibit A attached hereto, and all of the Seller's goodwill (collectively, the "**Purchased Assets**"). Subject to the terms and conditions hereof, at the Closing, the Purchased Assets will be transferred or otherwise conveyed to the Buyer free and clear of all Liens.

1.3. Excluded Assets. For avoidance of doubt, Buyer is only purchasing the Purchased Assets and no other assets of the Business and the Seller will retain and not transfer, and the Buyer will not purchase or acquire, any assets which are not Purchased Assets, including the following (collectively, the "**Excluded Assets**"):

- (a) all cash, either on hand or in banks, cash equivalents and marketable securities;
- (b) all accounts receivable, trade accounts, notes receivable, book debts and other debts, accruing, due or to become due to Seller in connection with the conduct of the Business prior to the Closing Date;
- (c) all tax refunds due or to become due to Seller for taxes paid prior to the Closing Date; and
- (d) any and all rights which accrue or will accrue to the Seller under this Agreement.

1.4. Assumption of Liabilities. The Buyer shall not assume or be deemed to have assumed any obligations, accounts payable, product warranties, customer orders, commitments, losses or liabilities of the Seller or the Business of any kind or nature whatsoever, whether known or unknown, absolute, accrued, contingent, matured or otherwise, whether now existing or hereafter arising, including, without limitation, those arising from any pollution or threat to human health or the environment that are in any way related to the management, use, control, ownership or operation of the Purchased Assets or the Business by the Seller or by any current or previous owner or operator.

1.5. Purchase Price; Deposit; Allocation.

- (a) The aggregate consideration to be paid for the Purchased Assets

allocated for tax purposes as follows:

Fixed Assets & all Inventory

██████████

Goodwill

██████████

**Total**

██████████

The Buyer and Seller further agree that the allocation set forth above shall be used by the Buyer and Seller as the basis for reporting asset values and other items for purposes of all required federal, state and local tax returns. The Buyer and Seller shall not assert, in connection with any audit or any other proceeding with respect to federal, state and local taxes, any asset values or other items inconsistent with the foregoing allocations.

1.6. Closing. Upon the terms and subject to the conditions contained in this Agreement, the Closing shall take place remotely via the electronic exchange of documents on August 31, 2012, and be effective as of 11:59 p.m. (New York time) on such date or such other date as may be mutually agreed upon in writing by the parties hereto (the "Closing Date"). The instruments, agreements and documents listed in Sections 1.7 and 1.8 shall be executed and delivered at the Closing and all such documents shall be deemed delivered simultaneously and all transactions contemplated hereby and thereby shall be deemed to take place simultaneously, and no such document shall be deemed delivered until all such transactions are completed and all such documents are delivered.

1.7. Deliveries by the Seller. At the Closing, the Seller will deliver the following to the Buyer (unless otherwise waived in writing by the Buyer):

- (a) An executed counterpart of a bill of sale of the Purchased Assets that are fixed assets in the form of Exhibit B attached hereto (the "Bill of Sale"), duly executed by the Seller;
- (b) The duly executed certificate of the Seller provided for in Section 5.2(c);
- (c) An undertaking stating that all charges in relation of the operation

of the Business prior to the Closing Date will be paid or have been properly allowed for;

(d) The Purchased Assets to the possession of the Buyer or its carrier;  
and

(e) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by the Buyer, each in form and substance satisfactory to the Buyer and duly executed by the Seller.

1.8. Deliveries by the Buyer. At the Closing, the Buyer will deliver the following to the Seller (unless otherwise waived in writing by the Seller):

(a) The Asset Purchase Price in accordance with Section 1.5 hereof;  
(b) The duly executed certificate of the Buyer provided for in Section 5.2(c);

(c) An executed counterpart of the Bill of Sale, duly executed by the Buyer; and

(d) Any other documents, instruments and writings required to be delivered by the Buyer at or prior to the Closing Date pursuant to this Agreement.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer on and as of the date hereof and as of the Closing Date as follows:

2.1. Organization. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Iowa.

2.2. Power and Authority. The Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated. All necessary limited liability company action has been taken to authorize the Seller to enter into this Agreement.

2.3. Duly Executed. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligations of the Seller enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws for the protection of debtors.

2.4. No Conflict. Neither this Agreement nor the transactions contemplated hereby will violate the Seller's Certificate of Formation or operating agreement or any other agreements or instruments, law, regulation, judgment or order by which the Seller is bound.

2.5. Title to Assets. The Seller is the owner of and has good and marketable title to the Purchased Assets, free of all Liens.

2.6. No Other Agreement. Other than the Buyer, no Person has any written or oral agreement, option or right to acquire any of the Purchased Assets.

2.7. Compliance with Law. The Business has been and is being operated in accordance with all laws, ordinances, and rules applicable to the Business.

2.8. Contracts. Other than this Agreement, the Seller is a party to no contracts, agreements, purchase orders or warranties of any nature relating to the Business or the Purchased Assets, either in force as of the Closing Date or commencing after the Closing Date and all customer contracts have been settled prior to the Closing Date.

2.9. Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the Knowledge of the Seller, threatened against or affecting the Purchased Assets or the Business before any foreign, federal, state, local or other governmental authority or agency or by any other entity or Person.

2.10. Warranty Claims. There are no warranty claims pending or to the Knowledge of the Seller, threatened against or affecting the Purchased Assets or the Business.

2.11. Employees. The Seller has no employees and has paid or made provision for the payment of all salaries, benefits and other obligations of the Seller accrued to or for the benefit of all former employees, independent contractors or consultants of the Business. Seller has complied with all applicable employment laws and regulations, including without limitation, all federal and state wage laws, and collection and payment of withholding taxes. There are no claims pending or threatened against Seller by any former employee or independent contractor, including claims or investigations pending with any federal or state agency or any grievance or arbitration proceeding.

2.12. Judgments. There are no judgments, liens, actions, or proceedings pending against the Seller or the Purchased Assets.

2.13. Violations of Law. There are no violations of law pending against the Seller or the Business.

2.14. Brokers. Excluding [REDACTED] the Seller has not employed any broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller on and as of the date

hereof and as of the Closing Date as follows:

3.1. Organization. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut.

3.2. Power and Authority. The Buyer has full power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated; all necessary corporate action has been taken to authorize the Seller to enter into this Agreement.

3.3. Duly Executed. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

3.4. Brokers and Finders. The Buyer has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

#### ARTICLE IV. COVENANTS OF THE PARTIES

4.1. Reasonable Best Efforts; Further Action. Subject to the terms and conditions herein provided, each of the Parties hereto agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement. If at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties hereto shall take or cause to be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective the transactions contemplated hereby. All books and records of the Seller that pertain to the Purchased Assets shall be transferred to the Buyer.

#### ARTICLE V. CONDITIONS TO CONSUMMATION OF THE TRANSACTION

5.1. Further Conditions to the Seller's Obligations. The obligation of the Seller to consummate the transactions contemplated hereby at the Closing is further subject to satisfaction or waiver by the Seller of the following conditions:

- (a) the representations and warranties of the Buyer contained herein shall be true and correct in all material respects at and as of the Closing Date;
- (b) the Buyer shall have performed and complied in all material respects with all agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date;



(c) the Seller shall have received a duly executed certificate of an authorized officer of the Buyer to the effect that the conditions in paragraphs (a) and (b) have been satisfied; and

(d) the Buyer shall have delivered to Seller the items required to be delivered pursuant to Section 1.8.

5.2. Further Conditions to the Buyer's Obligations. The obligation of the Buyer to consummate the transactions contemplated hereby at the Closing is further subject to the satisfaction or waiver of the following conditions:

(a) the representations and warranties of the Seller contained herein shall be true and correct in all material respects at and as of the Closing Date;

(b) the Seller shall have performed and complied in all material respects with all agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(c) the Buyer shall have received (i) a duly executed certificate from the Seller to the effect that the conditions in paragraphs (a) and (b) have been satisfied and (ii) satisfactory evidence that all corporate and member actions necessary to approve on behalf of Seller the transactions contemplated hereby have been obtained;

(d) the Seller shall have delivered to Buyer the items required to be delivered pursuant to Section 1.7;

(e) the Buyer shall have completed its business, financial and legal due diligence investigation of the Purchased Assets and the Seller and the results of such due diligence investigation shall be satisfactory to the Buyer in its sole discretion;

(f) the Buyer shall have inspected the Purchased Assets and the results of such inspection shall be satisfactory to the Buyer in its sole discretion; and

(g) the Seller shall have terminated the employment of all of its employees with respect to the Business and have paid all wages, salaries, benefits and other obligations to such employees on or before the Closing Date.

#### ARTICLE VI CONDUCT OF BUSINESS BY SELLER

Between the date hereof and the Closing Date, Seller shall: (a) conduct the Business only in the Ordinary Course of Business in the same manner as heretofore conducted; (b) perform all contracts executed by it

in relation to the Business which by their terms require performance; (c) not remove or cause to be removed, or sell or dispose of any of the Purchased Assets; and (d) not enter into any contract or agreement, written or oral, in relation to the Business binding the Buyer after the transfer of the Purchased Assets.

#### ARTICLE VII. NON-COMPETITION AGREEMENT

7.1. For a period of thirty (30) years following the Closing Date, Seller agrees that it shall not engage in the business of designing or manufacturing fuel tanks, oil tanks, waste oil tanks or participate in the petroleum equipment industry within the United States of America and Canada, in any capacity whatsoever, directly or indirectly, alone or as a partner, joint venturer, shareholder, director, officer, consultant, agent, independent contractor, or security holder.

7.2. For a period of thirty (30) years following the Closing Date, Roy Holt agrees that he shall not engage in the business of designing or manufacturing fuel tanks, oil tanks, waste oil tanks or participate in the petroleum equipment industry within the United States of America and Canada, in any capacity whatsoever, directly or indirectly, alone or as a partner, joint venturer, shareholder, consultant, agent, independent contractor, or security holder. Nothing in this Section shall be read or construed as a prohibition against Roy Holt being retained as a consultant or outside agent of the Buyer.

#### ARTICLE VIII. PAYMENT OF TAXES

The Seller shall be responsible for all taxes relating to the Business whether accrued prior to or after the Closing Date, it being understood that the Buyer is purchasing the Purchased Assets with a view to re-locating such Purchased Assets to the Buyer's place of business and is assuming no liabilities of the Seller or the Business. Furthermore, the Seller shall be responsible for any federal, state and local income taxes arising out of the sale of the Business, and any taxes imposed upon the Seller by the State of

Iowa or any political subdivision thereof as a result of this transaction.

ARTICLE IX.  
RISK OF LOSS

Seller retains all risk of destruction, loss, or damage to the Purchased Assets due to fire or any other casualty. Risk of loss and title of goods shall pass to Buyer upon delivery of the Purchased Assets to the Buyer or to Buyer's designated carrier. In the case of any destruction, loss, or damage, the Buyer shall have the right to (1) terminate this Agreement on written notice to Seller or (2) have the proceeds of any insurance policies be paid to Buyer and complete the purchase.

ARTICLE X.  
SURVIVAL AND INDEMNIFICATION

10.1. Survival. All representations and warranties of the respective Parties contained in this Agreement shall survive the execution and delivery hereof and the Closing.

10.2. Indemnification by the Seller. The Seller shall indemnify, reimburse, defend and hold harmless the Buyer, its directors, officers, employees and agents from and against any and all losses, liabilities, obligations, suits, proceedings, demands, judgments, damages, claims, expenses and costs, including, without limitation, reasonable fees, expenses and disbursements of counsel, which any of them may suffer, incur or pay in connection with:

- (a) any untruth, breach or inaccuracy of any representation or warranty on the part of the Seller contained in this Agreement;
- (b) any breach of the covenants contained in this Agreement on the part of the Seller;
- (c) any and all obligations, liabilities or losses described in Section 1.4, including, without limitation, liabilities and losses of the Seller related to the conduct of the Business or arising out of the ownership or operation of the Purchased Assets; and
- (d) any Excluded Assets.

ARTICLE XI  
TERMINATION

11.1. Termination. By written notice given prior to or at Closing, this Agreement may be terminated as follows:

- (a) By Buyer if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer;
- (b) By Seller if a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller;
- (c) By Buyer if any condition in Section 5.2 has not been satisfied as of the Closing Date or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition on or before such date;
- (d) By Seller if any condition in Section 5.1 has not been satisfied as of the Closing Date or such other date as may be specified therein or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition on or before such date;
- (e) By mutual consent of Buyer and Seller; or
- (f) on August 31, 2012.

11.2. Effect of Termination. Any termination of this Agreement under Section 11.1 will be effective immediately upon the delivery of written notice of the terminating party to the other parties hereto. In the event of the termination of this Agreement as provided in Section 11.1, this Agreement shall be of no further force or effect and nothing herein shall relieve any party from liability for any breach of this Agreement.

11.3. Remedies. If the Buyer terminates this Agreement pursuant to Sections 11.1(a) or 11.1(c), or if the Agreement terminates pursuant to Section 11.1(f), Buyer shall be entitled to the return of the Deposit.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.1. Amendment and Modification. This Agreement may be amended or modified by the Parties hereto only pursuant to an instrument in writing signed by the Buyer and the Seller.

12.2. Extension; Waiver. Any agreement on the part of any Party to any waiver of any requirement or obligation imposed upon the other Party pursuant to this Agreement shall

shall be [REDACTED] (the "Asset Purchase Price"), which shall be paid as follows:

(i) [REDACTED] as an initial good faith deposit to be held in escrow pursuant to the terms hereof (the "Initial Deposit"), which has been previously delivered to [REDACTED]

(ii) [REDACTED] via cash, check, certified check or wire transfer of immediately available funds upon the execution of this Agreement (the "Secondary Deposit" and, together with the Initial Deposit, the "Deposit") pursuant to instructions provided to the Buyer by the Seller prior to the execution of this Agreement; and

(iii) [REDACTED] to the Seller via cash, check, certified check or wire transfer of immediately available funds at the Closing pursuant to instructions provided to the Buyer by the Seller prior to the Closing.

(b) Deposit. The Deposit shall be held in escrow in a non-interest-bearing attorney trust account by [REDACTED] (the "Escrow Agent") until Closing or sooner termination of this Agreement. At the Closing, the Deposit shall be paid by the Escrow Agent to Seller. If for any reason the Closing does not occur and either party makes a written demand upon the Escrow Agent for payment of such amount, the Escrow Agent shall give written notice to the other Party of such demand. If the Escrow Agent does not receive a written objection from the other Party to the proposed payment within ten (10) business days after the giving of such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such ten (10) business day period or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, the Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties or a final judgment of a court of competent jurisdiction directs disbursement of the escrowed proceeds. The Escrow Agent shall have the right at any time to deposit the escrowed proceeds with the Clerk of the Supreme Court of New York. Escrow Agent shall give written notice of such deposit to the Parties. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder. The Parties acknowledge that Escrow Agent is acting solely as a stake holder at their request and for their convenience, and Escrow Agent shall not be deemed to be the agent of either of the Parties, and Escrow Agent shall not be liable to either of the Parties for any acts or omissions on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence or willful misconduct. The Seller and the Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims, damages, liabilities and expenses, including reasonable attorneys fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence or willful misconduct on the part of the Escrow Agent.

(c) The Buyer and Seller agree that the Asset Purchase Price shall be

be valid only if set forth in an instrument in writing signed by the Party entitled to the benefits of such waived term or provision. The representations, warranties and agreements of any of the parties provided for in this Agreement, and the Parties' obligations hereunder, shall continue in effect notwithstanding any investigation made by the other Party hereto.

12.3. Entire Agreement. This Agreement and the agreements, certificates, and instruments contemplated thereby: (a) constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof except to the extent expressly modified by a writing executed by all the Parties.

12.4. Validity. The invalidity or unenforceability of any term or provision of this Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12.5. Notices. Unless otherwise provided herein, all notices and other communications hereunder shall be in writing and shall be deemed given upon receipt by the other Party at the following addresses or telecopy numbers:

(a) If to the Buyer, to

Western International, Inc.  
290 Quarry Road  
Milford, CT 06460  
Telecopy: Denise Casazzone  
Attention: (203) 847-4310

with a copy to

McCarter & English, LLP  
245 Park Avenue  
27th Floor  
New York, New York 10167  
Telecopy: (212) 935-1773  
Attention: Peter S. Twombly, Esq.

(b) If to the Seller, to:

Avitech LLC  
2323 Dean Avenue  
Des Moines, IA 50317  
Email: roy@avitechenv.com

Attention: Roy Holt

with a copy to

Grefe & Sidney, P.L.C.  
500 E. Court Avenue, Suite 200  
Des Moines, IA 50309

Telecopy: (515) 245-4452  
Attention: Tom Carpenter

12.6. Governing Law; Counsel. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of laws principles. The Parties acknowledge that they have each had an opportunity to be represented by legal counsel of their choice and that they enter into this Agreement and the transactions contemplated hereby freely and voluntarily with full knowledge and understanding of its contents.

12.7. Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

12.8. Right to Assign. The Buyer may assign this Agreement to a corporation or any other entity to be organized by the Buyer and deliver to the attorney for the Seller an assignment of this Agreement to the corporation or business entity, together with an assumption by the corporation or business entity of the terms hereof, so long as the Buyer has provided prior written notice to the Seller.

12.9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement.

12.10. Counterparts; Facsimile Signature. This Agreement may be executed by the Parties hereto by facsimile signature in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.11. Expenses. All costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby shall be

paid by the party incurring such expenses.

12.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and nothing in this Agreement, express or implied, is intended by or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

12.13. No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy.

12.14. Specific Performance. The Parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, in addition to any other remedy at law or equity, the Parties shall be entitled to specific performance of the terms hereof and immediate injunctive or other equitable relief.

{Signature page to follow}

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the dated referenced above.

WESTERN INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

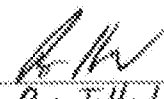
  
Roy J. Hold  
CEO

AVITECH LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Roy J. Hold  
Member

Agreed to and Accepted:  
Grefe & Sidney, P.L.C., as Escrow Agent



By: \_\_\_\_\_  
Partner

Agreed to and Accepted Solely as to Paragraph 7.2 (Non-Competition):

By:  \_\_\_\_\_  
Roy Holt

**EXHIBIT A**

LIST OF ACQUIRED ASSETS

**EXHIBIT A**

**LIST OF ACQUIRED ASSETS**

(1) **Tools:**

[REDACTED]

Total allocation of Asset  
Purchase Price: [REDACTED]

(2) **Inventory**

[REDACTED]

Total allocation of Asset  
Purchase Price [REDACTED]

(3) **Intellectual Property**

F30M Tank Drawings  
Trailer Drawings  
Skid Drawings  
Cabinet Drawings  
UL & UN Testing Paperwork  
Avitech Website  
Complete Customer/Prospect List  
Service Mark Reg. No. 4,167,294, Registered July 3, 2012

Total allocation of Asset  
Purchase Price: [REDACTED]