

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THV Holdings LLC		11/17/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PTHV Acquisition LLC		
Street Address:	7845 National Turnpike		
Internal Address:	Suite 150		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40214		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2052782	PARAGON DOOR DESIGNS	
Registration Number:	2052773	PARAGON DOOR DESIGNS	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	502-568-0225		
Email:	cstewart@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 W. Market Street		
Address Line 2:	32nd Floor		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart, Atty of Record KY		
SIGNATURE:	/Cynthia L. Stewart/		
DATE SIGNED:	07/19/2017		
Total Attachments: 34			
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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re:)
) Case No. 15-32211
THV HOLDINGS LLC)
Also d/b/a TRUE HOME VALUE, INC.) Chapter 11
)
Debtor.) Judge Alan C. Stout

ORDER, PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE: (A) APPROVING ASSET PURCHASE AGREEMENT AND RELATED AGREEMENTS; AND (B) AUTHORIZING AND DIRECTING THE SALE OF ALL DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS

This matter having come before the Court on the Motion, dated November 6, 2015, (the “Motion”),¹ of THV Holdings LLC, debtor and debtor-in-possession (the “Debtor”), for an Order under 11 U.S.C. §§ 105(a) and 363(b): (A) approving Asset Purchase Agreement and related agreements; and (B) authorizing and directing the sale of all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests; it appearing that the proposed sale pursuant to the Motion constitutes a sound exercise of the Debtor’s business judgment; the Court having considered the Motion and the evidence submitted in support thereof and determined that the relief requested therein is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest; upon the record herein; after due deliberation thereon; the Court having conducted a hearing on the matter on November 10, 2015 (the “Hearing”); good and sufficient cause appearing therefor; good and sufficient notice of the Motion having been given under the particular circumstances and no other or further notice need be given:

THE COURT HEREBY FINDS AND CONCLUDES:

¹ Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Motion or the Asset Purchase Agreement.

A. Copies of the Asset Purchase Agreement, dated as of November 9, 2015 (the “Asset Purchase Agreement”), by and between the Debtor, as Seller, and PTHV Acquisition LLC, as Buyer (the “Buyer”), and the Settlement Agreement and Release, by and between Alliance Business Lending, LLC (“Alliance”) and Charles L. Smith, are attached hereto and incorporated herein by reference.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

C. Venue of this proceeding in this District is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

D. Notice of the Hearing and the relief requested in the Motion was sufficient under the circumstances, pursuant to Bankruptcy Rules 2002, and 6004, and the Local Rules of this Court. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and at the Hearing has been afforded to creditors and parties in interest. Among other service effected by the Debtor’s counsel, copies of the Motion and Notice of the Hearing were served by first class U.S. Mail and overnight courier on all parties on the Master Service List dated August 10, 2015, and by overnight courier on Crutchfield Financial, L.L.C. d/b/a Crutchfield Capital Corporation (“Crutchfield”).

E. The Debtor has advanced sound and sufficient business reasons, and it is a reasonable exercise of the Debtor’s business judgment, pursuant to section 363 of the Bankruptcy Code to: (1) sell all right, title and interest in and to the Transferred Assets (as defined in the Asset Purchase Agreement and which includes, without limitation, all causes of action under Chapter 5 of Title 11 of the United States Code, and which excludes the Excluded Assets, as defined in the Asset Purchase Agreement) to the Buyer upon the terms and conditions

set forth in the Asset Purchase Agreement; and (2) implement the other terms of the Asset Purchase Agreement and all related agreements.

F. The execution of the Asset Purchase Agreement and all related documents and the sale of the Transferred Assets to the Buyer are in the best interests of the Debtor and its estate, creditors and other parties in interest. There is a significant risk of immediate and irreparable deterioration of the value of the Transferred Assets, and the liquidation thereof, if the sale to the Buyer pursuant to the terms and conditions of the Asset Purchase Agreement and related agreements is not approved.

G. All of the transactions set forth in and contemplated by the Asset Purchase Agreement are properly authorized under section 363 of the Bankruptcy Code. Moreover, the payment of the Purchase Price (as defined in the Asset Purchase Agreement) to Alliance is proper by reason of 363 of the Bankruptcy Code and/or the Cash Collateral Order and/or the terms of an agreed order among the Debtor, Alliance and the Official Committee of Unsecured Creditors (the "Committee") that is being entered contemporaneously herewith.

H. The Debtor may sell the Debtor's assets free and clear of (1) the liens, claims and encumbrances of Alliance, because Alliance has consented to such sale free and clear thereof upon the terms set forth in this Order and the Asset Purchase Agreement, and (2) any and all interests in or liens, claims or encumbrances claimed by all other creditors in, upon or to those assets on the terms set forth in this Order and in the Asset Purchase Agreement and related agreements because all such other creditors claiming an interest in the assets either have consented to the proposed sale, have not objected to the proposed sale or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interests, liens, claims or encumbrances. Under the terms of this Order, the rights of parties with interests in the Debtor's

assets, to the extent that adequate protection of such interests may be required, are adequately protected under section 363 of the Bankruptcy Code.

I. Except as may be expressly set forth in the Asset Purchase Agreement or any related agreement executed by Buyer, the Buyer shall have no liability for any liability, claim (as that term is defined in section 101(5) of the Bankruptcy Code) or other obligation of or against the Debtor or any party related to the Debtor by reason of the transfer of the Transferred Assets to the Buyer or otherwise. The Buyer shall not be deemed or construed, as a result of any action taken in connection with the purchase of the Transferred Assets, to: (1) be a successor to the Debtor or any affiliate or insider of the Debtor from and after the Closing Date (as defined in the Asset Purchase Agreement); (2) have, *de facto* or otherwise, merged with or into the Debtor or any affiliate or insider of the Debtor; or (3) be a continuation or substantial continuation of the Debtor or the Debtor's business operations. The Buyer is not acquiring or assuming any liability, warranty or any other obligation of the Debtor, except as may be expressly set forth in the Asset Purchase Agreement or any related agreement executed by Buyer. Buyer shall have no liability for and no obligation to pay any employment-related obligation to any employee of the Debtor or any party related to the Debtor, including, without limitation, any wages, bonuses, severance pay, benefits or any other payment with respect to any such employees or former employees of the Debtor or any party related to the Debtor. Buyer shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan of the Debtor or any party related to the Debtor.

J. The Transferred Assets to be conveyed under the Asset Purchase Agreement have been adequately, thoroughly and effectively marketed for sale in a commercially reasonable manner during the course of this case. No other bids for the assets were received in accordance

with the Bid Procedures Order. Moreover, no letters of intent or bids to purchase the Debtor's assets were submitted in connection with the marketing and sale process that was conducted in connection with the Debtor's previous sale efforts. The Asset Purchase Agreement (1) was negotiated, proposed and entered into by the parties in good faith, as a result of arms' length negotiations, and (2) constitutes the highest and best offer for the Debtor's assets. The Buyer is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. Neither the Debtor, nor its officers, directors, employees or agents, nor the Buyer or any other potential bidders, have colluded in any manner that would violate section 363(n) of the Bankruptcy Code. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protections thereunder.

K. Alliance has relied in good faith on the approval of the Asset Purchase Agreement and the granting of the Motion pursuant to the terms of this Order and, as a result of such good faith reliance, has foregone the right to enforcement of its remedies under the Cash Collateral Order, which include, without limitation, foreclosure of its security interest in the Collateral (as defined in the Cash Collateral Order).

L. In consenting to the Motion and the Asset Purchase Agreement, the Committee has relied in good faith upon the entry of an Agreed Order Resolving Disputes Between Alliance and the Committee with Respect to the Sale of the Debtor's Assets (the "Agreed Order"), which Agreed Order has been entered by the Court, or shall be entered by the Court substantially contemporaneously with this Order.

M. The Debtor has articulated good and sound business reasons and cause for waiving the stay otherwise imposed by Bankruptcy Rule 6004(h).

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The findings set forth and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

2. The Motion is GRANTED on the terms set forth herein, and any objections or reservations of rights are OVERRULED in their entirety to the extent not otherwise resolved or addressed herein or on the record at the Hearing. The Asset Purchase Agreement is approved, and its terms are incorporated by reference into this Order and may be enforced by the Court as if set forth fully herein, and the Debtor hereby is authorized and directed to sell all of its right, title and interest in and to the Transferred Assets to the Buyer in accordance with the terms and conditions of the Asset Purchase Agreement, pursuant to section 363 of the Bankruptcy Code. No recording, stamp, transfer or similar tax shall apply to the transactions contemplated by the Asset Purchase Agreement with respect to the acquired Debtor assets, pursuant to section 1146(c) of the Bankruptcy Code.

3. The Debtor hereby is authorized and empowered to execute, deliver and perform its obligations under the Asset Purchase Agreement, and all agreements and documents contemplated thereby or related thereto, and to take or perform such actions as may be necessary or appropriate to effectuate the terms of the Asset Purchase Agreement, all transactions related thereto and this Order.

4. Pursuant to section 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer title in and to the Transferred Assets to the Buyer, and the Transferred Assets shall be sold, and upon the Closing Date shall be, free and clear of: (a) all interests, pledges, liens,

judgments, demands, encumbrances, restrictions or charges of any kind or nature (collectively, the "Liens"); and (b) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, options, rights, restrictions and interests, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Claims"). All such Liens and Claims shall attach to the proceeds of the sale authorized hereby, in the order of their priority, with the same validity, force and effect that they now have against the Transferred Assets, and accordingly, the entire purchase price for the Transferred Assets to be conveyed under the Asset Purchase Agreement of not less than \$1,025,000 (the "Purchase Price") shall be paid to Alliance in cash at Closing, for application to the Pre-Petition Obligations (as such term is defined in the Stipulation and Final Order (A) Authorizing Use of Cash Collateral, and (B) Providing Adequate Protection, being Docket No. 157 in this case, as amended by the Orders entered as Docket Nos. 186 and 212 in this Case (collectively, the "Cash Collateral Order")), and payment of such Purchase Price to Alliance shall not be subject to any claims, rights or interests of any creditor or party in interest in this case, whether asserted before, on the date of, or after, the Closing Date, including, without limitation, any claim of Crutchfield for any fees or other amounts that may be owing pursuant to its engagement by the Debtor; provided, however, that such payment to Alliance shall be subject to any claim of counsel for THV, counsel for the Committee, the Office of the United States Trustee and LS Associates, LLC only with respect to their respective amount of the Carve-Out (as defined in the Cash Collateral Order), subject to the terms and conditions of the Cash Collateral Order. Nothing in this Order or the Asset Purchase Agreement shall be construed to limit or extinguish liability of the Debtor or its affiliates under applicable law from and after the Closing Date as the former owners or former operators of the assets acquired by Buyer.

5. Except as may be otherwise expressly provided by the Asset Purchase Agreement or any agreements relating thereto to which the Buyer is a party, the Buyer shall not have any successor or vicarious liabilities of any kind or character including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger, alter ego, or substantial continuation or substantial continuity, whether known or unknown as of the closing, now existing or hereafter arising, whether fixed or contingent, liquidated or unliquidated, with respect to the Debtor, any related party of the Debtor, or any obligations of the Debtor or any party related to the Debtor, arising prior to the closing of the transactions authorized by this Order, including, but not limited to, liabilities on account of any sales, use or other tax arising, accruing or payable under, out of, in connection with, or in any way related to the operation of the acquired assets prior to closing of the transactions authorized by this Order, the Asset Purchase Agreement and any related agreements.

6. All persons holding Liens or Claims with respect to the Debtor, any related party of the Debtor or the Transferred Assets hereby are forever barred from asserting such Liens or Claims against the Buyer, its successors and assigns or the Transferred Assets acquired by Buyer, and all such persons shall execute such documents as the Debtor or the Buyer shall reasonably request to evidence the termination of such Liens against the Transferred Assets. All persons that, as of the closing of the sale of the assets acquired by the Buyer, may be in possession of some or all of the assets being sold to the Buyer pursuant to this Order are directed to surrender possession of those assets immediately to the Buyer.

7. Except to the extent that the Liens and Claims attach to the proceeds as provided in this Order, this Order: (a) is and shall be effective as a determination that, upon the Closing Date, all Liens upon the Transferred Assets have been unconditionally released, discharged and

terminated, and no Claims may be asserted against the Buyer or the Transferred Assets; and (b) is and shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record and release any documents or instruments.

8. This Order shall be effective and enforceable immediately upon entry. The provisions of this Order are self-executing, and each and every federal, state or local agency, department or governmental authority is directed to accept this Order as authorizing the Debtor to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the sale of the Transferred Assets to Buyer, and no other or further approval, consent, license and the like of any such federal, state or local agency, department or governmental authority is required to effectuate, consummate or implement such transactions.

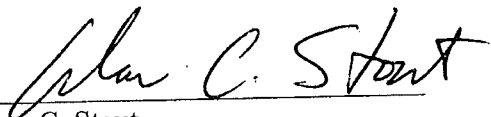
9. No just reason exists for delay in the implementation of this Order. The stay of this Order imposed by Bankruptcy Rule 6004(h) is hereby waived for cause.

10. This Order shall be binding in all respects upon all creditors and equity holders of the Debtor (whether known or unknown), any holders of Liens, Claims, or interests with respect to the debtor, any related party of the Debtor, or the Transferred Assets. This Order shall be further binding upon and inure to the benefit of any successors and assigns of the Debtor or the Buyer, including, without limitation, any trustees appointed for the Debtor in its chapter 11 case or any subsequently appointed chapter 7 trustee. In the case of any conflict between this Order and the Asset Purchase Agreement, the terms of this Order shall govern. Notwithstanding the foregoing, the failure to include any particular provisions of the Asset Purchase Agreement or

other related agreements or documents in this Order shall not diminish or impair the effectiveness of such provisions, which are approved in their entirety except as may be specifically set forth herein.

11. This Order constitutes a final Order with respect to the subject matter hereof. The Court shall retain sole and exclusive jurisdiction over the Debtor and the Buyer with respect to any matter arising from or related to the Motion, the Asset Purchase Agreement, the Transferred Assets, or the implementation of this Order.

IT IS SO ORDERED.



Alan C. Stout
United States Bankruptcy Judge

Dated: November 10, 2015

Tendered by:
DAVID M. CANTOR
JAMES E. MCGHEE III
SEILLER WATERMAN LLC
22nd Floor-Meidinger Tower
462 S. Fourth Street
Louisville, Kentucky 40202
Telephone: (502) 584-7400
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E-mail: cantor@derbycitylaw.com
E-mail: mcghee@derbycitylaw.com
Counsel for the Debtor

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets (the "*Agreement*"), dated as of November 9, 2015, is entered into by and between PTHV Acquisition LLC (the "*Buyer*"), a Delaware limited liability company, and THV Holdings LLC (the "*Seller*"), a Delaware limited liability company and debtor and debtor-in-possession in a Chapter 11 bankruptcy case pending as Case No. 15-32211 (the "*Bankruptcy Case*") in the United States Bankruptcy Court for the Western District of Kentucky (the "*Bankruptcy Court*"). Buyer and Seller are hereafter referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Buyer desires to acquire from Seller all of Seller's assets (other than the Excluded Assets (defined herein) pursuant to a purchase under Section 363 of Title 11 of the United States Code (the "*Bankruptcy Code*"); and

WHEREAS, Seller desires to sell such assets to Buyer, contingent upon entry of certain orders by the Bankruptcy Court, including, without limitation, the Bid Protections Order (defined herein) and the Approval Order (defined herein); and

WHEREAS, the closing of the transactions contemplated by this Agreement is also conditioned, in part, on the closing of certain transactions involving Alliance Business Lending, LLC ("*Lender*"), the Seller's senior secured lender, and Charles L. Smith ("*Smith*"), the President of Seller, as those transactions are further described herein.

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

1. PURCHASE AND SALE OF ASSETS.

1.1. Purchase and Sale: Credit Bid.

1.1.1. On the terms and subject to the conditions contained herein, Seller agrees to sell, transfer, convey, and assign to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, on the Closing Date (defined below), all of Seller's right, title, and interest in and to all of the tangible and intangible assets and properties of Seller, as listed in Schedule 1.1 (collectively, the "*Transferred Assets*"), but not including the Excluded Assets (defined below).

1.1.2. For the avoidance of doubt, the Transferred Assets include, without limitation, all causes of action and choses of action, including causes of action (if any) under Chapter 5 of the Bankruptcy Code and other causes of action (if any) (the "*Seller Claims*"). Notwithstanding Buyer's purchase of the Seller Claims, Buyer waives the Seller Claims and releases all potential parties thereto, and agrees not to assign or transfer such causes of action; provided, however, that Buyer shall be permitted to bring such causes of action as may be necessary to enforce its rights with respect to the Transferred Assets (including, but not limited to, bringing actions to collect on accounts receivable being acquired as part of the Transferred Assets), except for any Seller Claims (if any) against Lender, and except for any claims arising under Chapter 5 of the Bankruptcy Code against any party.

1.1.3. Notwithstanding anything to the contrary herein, the Transferred Assets shall not include (a) any assets sold pursuant to a prior order of the Bankruptcy Court, including the Bankruptcy Court's Order Regarding Motion for Authorization to Sell Vehicles Free and Clear of Liens [Dkt. No. 235], and any proceeds thereof, (b) cash of the Seller, (c) insurance policies of the Seller, (d) the Seller's rights to receive any tax refunds on taxes paid or with respect to tax returns filed with respect to any period prior to the Closing Date, (e) any equity interest of the Seller in True Home Value, Inc., a wholly-owned subsidiary of the Seller, and (f) any other assets of the Seller designated in writing by Buyer, in its sole discretion, to the Seller prior to the Closing Date (the "**Excluded Assets**"). No later than one business day after the Closing Date, Seller shall provide to Lender a detailed written statement of the amount of cash, wherever located, of the Seller as of the Closing (defined below) (the "**Closing Date Cash Amount**"), but excluding the cash proceeds that are the subject of the foregoing clause (a) and reflecting deductions from the Closing Date Cash Amount for (i) the amount of payroll obligations of the Seller accrued and unpaid as of the Closing and (ii) the amount of outstanding checks of the Seller as of the Closing issued for obligations for which the Seller was entitled to use cash collateral under the Cash Collateral Order (defined below). No later than two business days after the Closing Date, the Seller shall turn over to Lender the Closing Date Cash Amount for application by Lender to the Pre-Petition Obligations (as defined in the Cash Collateral Order).

1.1.4. At Lender's discretion, Lender may elect to credit bid for the Transferred Assets at any time prior to the Closing (defined below) and assign its credit bid to Buyer in exchange for the Purchase Price (defined below). If Lender elects to credit bid for the Transferred Assets, Lender will submit a credit bid for all of the Transferred Assets. Subject to the Bankruptcy Court's entry of the Bid Protections Order (defined below) and an order approving the credit bid, Lender shall assign Lender's credit bid to Buyer, and Buyer shall accept the assignment of Lender's credit bid, in exchange for Buyer's payment of the Purchase Price to Lender at Closing. Lender's assignment of the credit bid shall be without representation, warranty, or recourse.

1.2. No Assumption of Liabilities. Buyer will not assume any liabilities or obligations of Seller, or of any affiliate or related person or entity of Seller, of any type or nature whatsoever. Without limiting the foregoing, and notwithstanding anything in this Agreement to the contrary, Buyer shall not assume any obligation or liability of Seller arising out of or relating to (a) any product liability claim, (b) any claim for breach by Seller of warranty or contract including, without limitation, those of Seller's customers or creditors, (c) any claim predicated on strict liability or any similar legal theory, (d) the violation of any law, ordinance or regulation, (e) any liability of Seller, including for expenses or amounts owed to any taxing or other governmental authority, if any, in connection with, resulting from or arising out of this Agreement or the transactions contemplated herein, (f) any liability of Seller for any amounts owed to any taxing or other governmental authorities, (g) any claim of a creditor arising after the Closing pursuant to Section 502(h) of the Bankruptcy Code, (h) any post-petition obligations of Seller, or claim for administrative expenses (including attorneys' fees or fees of other professionals in the Bankruptcy Case, trustee's fees or claims of any party arising after the filing date of Seller's petitions), all of which shall remain the obligation of Seller's estate after the Closing, or (i) any obligations owed to Seller's employees or any employees of any affiliate of Seller, including, without limitation, any pension obligations, severance obligations, or obligations to provide health or other retirement or any other employee benefits, if any, to any of Seller's employees, or any employees of any affiliate of Seller, resulting from or arising out of the transactions contemplated by this Agreement.

1.3. Purchase Price and Earnest Money Deposit.

1.3.1. Buyer will purchase the Transferred Assets for a total purchase price of [REDACTED] (the "**Purchase Price**"). The Purchase Price shall consist of (a) an \$ [REDACTED] payment to Lender at Closing, and (b) the Earnest Money Deposit (as defined below), which shall be credited against the Purchase Price at Closing. Seller agrees that payment of the Purchase Price to Lender shall be free and clear of any claims, rights or interests of any creditor or party in interest in the Bankruptcy Case, whether asserted before, on the date of, or after the Closing Date, including, without limitation, any claim of Crutchfield Financial, L.L.C. d/b/a Crutchfield Capital Corporation ("**Crutchfield**") for any fees or other amounts that may be owing pursuant to its engagement by Seller, but further providing that such payment shall be subject to any claim of counsel for Seller, counsel for the Official Committee of Unsecured Creditors (the "**Committee**"), the Office of the United States Trustee and LS Associates, LLC only with respect to their respective amount of the Carve-Out (as defined in the Cash Collateral Order (Docket No. 157 in the Bankruptcy Case, as amended from time to time (the "**Cash Collateral Order**")), subject to the terms and conditions of the Cash Collateral Order.

1.3.2. Upon the later of (a) the Bankruptcy Court entering the Bid Protections Order (as defined below) or (b) the date this Agreement is executed by the Parties, Buyer shall make an earnest money deposit (the "**Earnest Money Deposit**") of \$1 [REDACTED] by wire transfer of immediately available funds to an account specified by Lender, which amount shall be held by Lender, subject to the Bankruptcy Court's jurisdiction and orders, to be applied to the Purchase Price or returned to Buyer as provided herein.

1.3.3. Upon the termination of this Agreement for any reason other than Buyer's material breach of this Agreement or the failure of either of the conditions precedent set forth in Section 5.3 hereof, the full amount of the Earnest Money Deposit shall be immediately returned to Buyer. For the avoidance of doubt, the full Earnest Money Deposit shall be immediately returned to Buyer if the Closing does not occur due to (a) the failure to satisfy Buyer's due diligence condition set forth in Section 5.3 hereof, (b) the failure of the condition relating to the entry by Buyer into the Third-Party Agreements set forth in Section 5.3 hereof, and (c) the failure of any other condition precedent in Section 5. Buyer shall notify Lender and Seller immediately upon Buyer's determination that any of the foregoing contingencies has not been met. The deposit will be forfeited to Lender if the Transaction does not close by reason of Buyer's material breach of this Agreement.

1.4. Closing and Closing Date. The consummation of the transactions contemplated in this Agreement (the "**Closing**") shall take place not later than November 16, 2015 (the "**Closing Date**"). As of and after the Closing, in no event shall Buyer be entitled to return of any portion of the Purchase Price that has been paid to Lender.

1.5. Bid Protections; Expedited Bankruptcy Court Approval.

1.5.1. Seller shall seek expedited entry of a Bankruptcy Court order (the "**Bid Protections Order**"), in form and substance satisfactory to Buyer, at its sole discretion, authorizing and approving the following bid protections for Buyer:

(a) if the Closing does not occur for any reason other than (i) Buyer's breach of this Agreement or (ii) the failure to satisfy Buyer's due diligence condition or condition relating to the entry by Buyer into the Third-Party Agreements (defined below), Buyer shall be reimbursed for all

reasonable, out-of-pocket costs (including reasonable attorneys' fees) incurred by Buyer in connection with the contemplated transaction, not to exceed \$ [REDACTED] (the "Break-Up Costs");

(b) the Break-Up Costs shall be entitled to super-priority under 11 U.S.C. § 364(d), provided that the Break-Up Costs shall be subordinate to the Carve-Out as described in the Cash Collateral Order and the Bankruptcy Court's Order Regarding Motion for Authorization to Sell Vehicles Free and Clear of Liens [Dkt. No. 235]; and

(c) a competing bid is only a qualified bid if (i) the proposed purchase price exceeds the Purchase Price by \$ [REDACTED] or more, (ii) the competing bid includes a provision entitling the Lender to credit bid for the Transferred Assets, assign such credit bid to the competing bidder, and requiring such competing bidder to accept such credit bid, (iii) the competing bid is accompanied by an earnest money deposit of not less than \$ [REDACTED], and (iv) the competing bid is on the same terms and conditions as this Agreement or is otherwise acceptable to Lender.

Buyer and Seller each acknowledges that the Order of the Bankruptcy Court entered at Docket No. 249 in the Bankruptcy Case satisfies the requirements of this Section 1.5.1.

1.5.2. Seller shall seek expedited entry of a Bankruptcy Court order (the "Approval Order"), in form and substance satisfactory to Buyer and Lender, in their respective sole discretion, approving the consummation by Seller of the transactions contemplated by this Agreement, including the sale of the Transferred Assets free and clear of all of the Liens (either through a direct sale to Buyer or a credit bid by Lender), in exchange for payment of a purchase price equal to the amount of the Purchase Price, the execution and delivery of this Agreement and the Transaction Documents, and all other actions by Seller that are reasonable or necessary to effectuate the transactions contemplated hereby.

1.6. Closing Actions and Deliveries.

1.6.1. At the Closing:

(a) Seller shall convey to Buyer all of Seller's right, title and interest in and to the Transferred Assets, free and clear of liens, claims, interests, charges, encumbrances, assessments, security and other interests, leases, licenses, and restrictions of any kind or character ("Liens"). Seller shall execute and deliver to Buyer a General Assignment and Bill of Sale in customary form for transactions of this type (the "Bill of Sale"), together with such other deeds, bills of sale, assignments, powers of attorney, certificates of title, documents and other instruments of transfer and conveyance as Buyer and its legal counsel shall reasonably request, including, without limitation, assignments of patents, patent applications, trademarks, service marks, copyrights and other intellectual property in form and substance satisfactory to Buyer; and

(b) Buyer shall pay the Purchase Price at Closing, by wire transfer of immediately available funds to an account specified by Lender.

1.6.2. All deliveries, payments, and other transactions and documents relating to the Closing set forth in this Section shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the Party entitled to the benefit thereof has waived in writing satisfaction or performance thereof as a condition precedent to Closing).

1.6.3. Each Party shall, at the request of the other Party, from time to time and at any time, whether on or after the Closing Date, and without further consideration, execute and deliver such assignments, transfers, assumptions, conveyances, powers of attorney, receipts, acknowledgments, acceptances and assurances as may be reasonably necessary to procure for the party so requesting, and its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any and all of the Transferred Assets, or otherwise to satisfy and perform the obligations of the Parties hereunder.

1.7. Smith Guaranty Release Transaction.

1.7.1. In connection with the transactions contemplated by this Agreement, Lender and Smith shall enter into a separately documented transaction (the "Smith Guaranty Release Transaction"). The agreements and documents relating to the Smith Guaranty Release Transaction shall be acceptable to Lender and Smith in their sole discretion, but shall not be inconsistent with the provisions of this Section 1.7.1. Pursuant to the Smith Guaranty Release Transaction, and effective upon satisfaction of the Smith Note, Lender will release Smith's liability under a certain guaranty and from other claims related to the Bankruptcy Case and the lending relationship between Lender and Seller through the Closing Date in exchange for (a) a cash payment of \$[REDACTED] from Smith on the Closing Date, and (b) delivery on the Closing Date of a promissory note from Smith to Lender in the amount of \$[REDACTED] (the "Smith Note") (or, at Smith's option, a cash payment of \$[REDACTED] in lieu of the Smith Note), and Smith shall release Lender from any claims he may have related to the Bankruptcy Case and the lending relationship between Lender and Seller through the Closing Date. The Smith Note's principal amount will be payable in equal monthly installments for 36 months, with interest due monthly at a fixed rate of 10% per annum. The Smith Note will be secured by, at Lender's option, a mortgage on one or both of Smith's primary residence and the office building owned by C.L. Smith Properties, LLC.

1.7.2. The Smith Guaranty Release Transaction shall be conditioned and effective upon the Closing, and the Closing is conditioned and effective upon the closing of the Smith Guaranty Release Transaction.

1.7.3. The Parties acknowledge that on or after the Closing, Buyer and Smith will enter into a consulting agreement, pursuant to which Smith will provide Buyer consulting services in connection with the sale and operation of the Transferred Assets in exchange for annual payments equal to \$[REDACTED] per year.

1.8. Sales Taxes. Seller shall be responsible for the payment of all sales, use, excise, transfer, value added, and similar taxes imposed by any governmental authority in any jurisdiction in connection with the transactions contemplated herein, except insofar as both Seller and Buyer are relieved of any responsibility for such taxes under the provisions of the Approval Order (as defined herein) and applicable provisions of the Bankruptcy Code.

1.9. Buyer's Access and Inspection. From and after the date of this Agreement until the earlier of (a) the Closing or (b) the termination of this Agreement, Seller shall provide Buyer and its authorized representatives full access, at all reasonable times and as Buyer may reasonably request, to the Transferred Assets, the books and records relating to the Transferred Assets, and properties and employees of Seller for the purpose of making such investigation relating to the Transferred Assets. Seller shall reasonably cooperate with Buyer to provide access to its attorneys, accountants, and other outside consultants with knowledge of the Transferred Assets.

1.10. Cooperation; Bankruptcy Court Approvals. The Parties shall cooperate fully with each other and with their respective legal counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement (including, without limitation, the obtaining of the approval of the Bankruptcy Court for the transactions contemplated herein), and all Parties shall use their best efforts to consummate the transactions contemplated herein and to fulfill their obligations hereunder. Buyer and Seller each agrees to use its commercially reasonable 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 satisfy the conditions to the other Party's obligation to consummate and make effective the transactions contemplated by this Agreement.

1.11. Expenses. Unless otherwise set forth in this Agreement, all expenses incurred by Buyer in connection with the authorization, preparation, execution, and performance of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel, and accountants for Buyer, shall be paid by Buyer. All expenses incurred by Seller in connection with the authorization, preparation, execution, and performance of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel, and accountants for Seller shall be paid by Seller.

1.12. Brokers. Each Party represents and warrants to the other Party that no broker or finder (including, without limitation, Crutchfield) has acted on its behalf in connection with this Agreement or the transactions contemplated herein. Seller shall indemnify Buyer and hold Buyer harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of Seller.

1.13. Cooperation. Each Party hereto shall diligently and in good faith cooperate with the other Parties hereto, and take all action necessary, to transfer the Transferred Assets to Buyer in accordance with the terms and conditions of this Agreement and to cause the consummation of all other transactions contemplated hereby.

1.14. Employee Matters. On or immediately after Closing, at Buyer's option, (a) Seller shall terminate, or cause the termination of, all employees involved in the operation of Seller's business and currently employed directly or indirectly by Seller (the "*Current Employees*"), and shall be solely responsible for compliance with all applicable laws regarding same, or (b) Buyer and Seller shall enter into an appropriate transition services agreement pursuant to which Seller shall make available, or cause to be made available, at Buyer's cost, the Current Employees to Buyer for an agreed upon period of time, on terms and conditions substantially similar to the terms and conditions on which such Current Employees are currently employed directly or indirectly by Seller. In the event Buyer elects the foregoing option (b), the Current Employees shall remain Seller's (or Seller's affiliate's, as applicable) employees in all respects, and shall not be employees of Buyer during the period of time in which any transition services agreement remains in effect. Seller agrees that Buyer shall assume no liabilities or obligations with respect to any of the Seller's Current Employees or former employees, or any current or former employees of any affiliate of Seller. The Seller acknowledges that Buyer intends to make offers of employment to some or all of the Current Employees and/or former employees of Seller or affiliate of Seller, effective on or after the Closing Date. The Seller shall not take, and shall not permit any affiliate of Seller to take, any action to interfere with Buyer's employment of such employees. If Buyer employs any of the Current Employees or former employees of Seller or any affiliate of Seller, then such employment shall be on the terms and conditions determined by Buyer in its sole and absolute discretion. Buyer is under no obligation to hire any of the Current Employees or any former employees of Seller or of any affiliate of Seller. Buyer shall have no obligation to make severance payments to any of the Seller's Current

Employees or any former employees of Seller, or any employees or former employees of any affiliate of Seller, by virtue of said employees' termination of employment with or by the Seller or any affiliate of the Seller. Buyer shall not have any obligation, liability or responsibility under any employee benefit plan, any collective bargaining agreement or any individual agreement between the Seller, or any affiliate of the Seller, and any employee. Nothing expressed or implied in this Agreement shall confer upon any of the Seller's current or former employees, or any current or former employees of any affiliate of Seller, or any beneficiary, dependent, legal representative or collective bargaining agent of the foregoing, or any other person, any right or remedy of any nature or kind whatsoever under or by reason of this Agreement, including, without limitation, any right to employment or to continued employment.

2. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer as follows (which representations and warranties shall not survive the Closing):

2.1. **Organization and Compliance.** Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite limited liability company power and authority to (a) conduct its business as presently conducted and (b) own the Transferred Assets.

2.2. **Enforceability of Agreement.** Subject to the entry of the Bid Protections Order and Approval Order, Seller has the full corporate power and authority to enter into and execute this Agreement and the other Transaction Documents (as hereinafter defined) and to carry out the transactions contemplated hereby and thereby in accordance with their respective terms. Subject to the Bid Protections Order and Approval Order and assuming due execution, approval and authority by Buyer, each of this Agreement and the other Transaction Documents constitutes the valid and legally binding obligation of Seller, and is enforceable against Seller in accordance with its terms. "***Transaction Documents***" means this Agreement, the Bill of Sale, the Smith Release (as defined herein) and all other agreements, instruments, documents and certificates to be executed and/or delivered pursuant to this Agreement or in connection with the transactions contemplated hereby as to which Seller is a party.

2.3. **No Inconsistent Obligations.** Neither the execution and delivery of this Agreement or any other Transaction Document, nor the consummation of the transactions contemplated herein or therein in accordance with the Bid Protections Order and Approval Order, will result in (a) a violation or breach of, or constitute a default under (i) the certificate of formation, the operating agreement, or other organizational instruments of Seller (in each case as the same may have been amended), (ii) any term or provision of any indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other instrument, contract, agreement, or commitment of Seller, (iii) any writ, order, judgment, decree, law, rule, regulation, or ordinance, (iv) any applicable ruling or order of any administrative or governmental body, or (v) any other commitment or restriction to which Seller is a party or by which it or any of the Transferred Assets is subject or bound; or (b)(i) the creation of any Lien on any of the Transferred Assets, (ii) the acceleration or creation of any obligation of Seller, or (iii) the forfeiture of any material right or privilege of Seller, except in the case of the foregoing (a) and (b) for such terms which need not be complied with pursuant to the Bankruptcy Code or Order of Court and for such violations, breach or defaults, liens, obligations or forfeitures that individually or in the aggregate, would not result in a material adverse effect on the Transferred Assets.

2.4. **Consents.** The execution and delivery by Seller of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and

thereby in accordance with the Bid Protections Order and Approval Order, (a) will not require the consent, approval or action of, or any filing with or notice to, any person or any public, governmental, judicial, or regulatory authority, other than the Bankruptcy Court, (b) will not require the consent or approval of members of the board of directors or shareholders of Seller pursuant to any business combination, takeover, or other similar law, rule, regulation or ordinance except for those that have been or will be obtained prior to Closing, and (c) will not impose any other term, condition or restriction on Buyer or the Transferred Assets pursuant to any business combination, takeover or other similar statute, rule or regulation.

2.5. No Violation. Seller is not in default under or in violation of (a) its certificate of formation or operating agreement or other such documents (in each case as the same may have been amended), (b) any writ, order, judgment, decree or any law, rule, regulation, ordinance, or code, or (c) any applicable ruling or order of any administrative or governmental body; except in the case of each of the foregoing for such defaults or violations that would not individually or in the aggregate, result in a material adverse effect on the Transferred Assets.

2.6. Possession of Licenses. Seller possesses all material franchises, certificates, licenses, permits, and other authorizations from public, governmental, regulatory or judicial authorities that are necessary for the ownership, maintenance and operation of the Transferred Assets and Seller is not in material violation of any of the foregoing.

2.7. Intellectual Property.

2.7.1. The term "*Intellectual Property*" as used in this Agreement includes all proprietary information in which Seller has a right, title, or interest, including, but not limited to, copyrights, patents, patent rights, trademarks, service marks, source code, know-how, trade secrets, confidential information, trade names, fictitious names (include, but not limited to, d/b/a and f/d/b/a names).

2.7.2. Ownership or use of the Intellectual Property does not infringe the intellectual property rights or other rights of any other person, and there are no activities anywhere in the United States that infringe any of Seller's Intellectual Property.

2.7.3. No rights of third parties with respect to any Intellectual Property exist that would have a material adverse effect on the use of the Transferred Assets.

2.7.4. Each item of Intellectual Property (i) is owned by Seller, and will be conveyed hereunder, free of any Liens, (ii) is valid, enforceable and in full force and effect, and (A) all maintenance fees, annuities, affidavits and renewals due through sixty (60) days following the Closing Date with respect thereto have been paid or filed or will be paid or filed prior to the Closing Date, (B) with respect to pending applications, there are no obligations to file responses, amendments or other papers with the office in which such applications are pending, (C) Seller is not aware of any information that would, or that another has asserted would, cause any of Seller's Intellectual Property to be invalid or unenforceable, (D) no action, demand, claim or proceeding has been filed, initiated, made or threatened to contest the validity, enforceability or Seller's ownership of Seller's Intellectual Property; and (E) Seller has caused any assignment from any third party necessary to vest title in all Intellectual Property to vest in Seller to be executed and delivered and filed with the U.S. Patent and Trademark Office, the U.S. Copyright Office, or the corresponding agency or office of the states of the United States or other countries as indicated.

2.7.5. Seller shall provide Buyer with a schedule of all Intellectual Property that has been duly registered in, filed in or issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office, or the corresponding agency or office of the states of the United States or other countries as indicated.

2.8. No Litigation. There are no actions, suits, claims, investigations, hearings, or proceedings of any type pending (or, to the knowledge of Seller, threatened) against Seller, or to its knowledge that would adversely affect any of its property, including the Transferred Assets, at law or in equity.

2.9. Customer Accounts. As of the date hereof, Seller has customer accounts for services and products provided by Seller ("Customer Accounts"). Seller previously has provided Buyer, or will provide upon request, a detailed list of all of Seller's Customer Accounts, categorized by (a) the type of service or product provided, (b) paying and non-paying customers, (c) the name, address, telephone number, and account number of each customer (to the extent available and as reflected in Seller's records), and (d) for each customer, the type of service or product, rate charged, whether the customer is 30 days or more past due on their account, and type of payment.

2.10. Tax Liens. There are no tax Liens on the Transferred Assets, nor any set of circumstances which could reasonably be expected to result in a tax Lien on any of the Transferred Assets, except Liens for taxes not yet due and payable.

2.11. Bankruptcy Related Financial Information. The financial information delivered to Buyer in connection with, and upon execution of, this Agreement was prepared by or on behalf of Seller in good faith based upon the most recent financial and other information available to Seller's management as of the date of this Agreement.

2.12. Title. Seller has good and marketable title to all of the Transferred Assets and, subject to entry of the Approval Order, is authorized to sell such Transferred Assets free and clear of any and all Liens. From and after the Closing, upon issuance of the Approval Order, no entity or individual will possess any right, title or interest in or to any of the Transferred Assets.

3. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller as follows (which representations and warranties shall not survive the Closing):

3.1. Organization. Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware.

3.2. Authorization; No Inconsistent Agreements. Buyer has the power and authority to enter into and execute this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and such Transaction Documents and all transactions required hereunder and hereunder to be performed by Buyer constitute valid obligations of Buyer, subject to the Bankruptcy Court's entry of the Bid Protections Order and Approval Order.

3.3. No Inconsistent Obligations. Neither the execution and delivery of this Agreement or any other Transaction Document and any other documents required hereunder or related hereto, nor the consummation of the transactions contemplated herein or therein, will result in a violation or breach of, or constitute a default under, any of obligation or agreement of Buyer.

3.4. Consents. The execution and delivery by Buyer of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, in accordance with the Bid Protections Order and Approval Order, do not require the consent of any person or entity, other than the Bankruptcy Court.

3.5. No Litigation. There are no actions, suits, claims, investigations, hearings, or proceedings of any type pending (or, to the knowledge of Buyer, threatened), at law or in equity, that might adversely affect Buyer's ability to consummate the transactions contemplated hereby.

3.6. Financial Wherewithal. Buyer has sufficient means to pay the Purchase Price.

4. SELLER COVENANTS. Seller covenants and agrees that, except as may otherwise be provided herein, unless Buyer otherwise consents or except as may otherwise be prescribed herein, between the date hereof and the earlier of (a) the Closing Date or (b) the termination of this Agreement in accordance with its terms;

4.1. Preservation of Assets. Except as otherwise may be ordered by the Bankruptcy Court, Seller shall preserve the Transferred Assets in the ordinary and usual course of business, consistent with prior practices (ordinary course to be determined by reference to Seller's operations during the Bankruptcy Case), subject to the Cash Collateral Order.

4.2. No Material Changes in Transferred Assets. Except as otherwise may be ordered by the Bankruptcy Court, no action shall be taken by Seller that shall affect the Transferred Assets in any material adverse respect, or Buyer's use or operation of the Transferred Assets after the Closing, subject to the provisions of Section 4.1 hereof.

4.3. Operating Expenses. Except as otherwise may be ordered by the Bankruptcy Court, Seller shall fund the operating expenses associated with the Transferred Assets from the effective date of this Agreement to Closing.

4.4. Financial Information and Reports. Seller shall (i) promptly provide Buyer with copies of all financial reports provided by Seller to the Bankruptcy Court or Lender, and (ii) meet with Buyer at reasonable times to apprise Buyer of Seller's financial position, budgetary intentions and other matters relating to the ongoing conduct of Seller's business prior to the Closing.

4.5. Transition Services. From and after the Closing and subject to the approval of the Bankruptcy Court, Seller will provide, at Buyer's expense, such transition and migration services as are mutually agreed between the Parties.

5. CONDITIONS TO OBLIGATIONS OF BUYER. All obligations of Buyer under this Agreement are subject to the fulfillment and satisfaction of each and every of the following conditions on or prior to the Closing, any or all of which may be waived in whole or in part by Buyer:

5.1. Bankruptcy Court Approval. The Bankruptcy Court must enter the Bid Protections Order, in form and substance satisfactory to Buyer, by no later than November 6, 2015 (Buyer hereby acknowledging that the Order of the Bankruptcy Court entered at Docket No. 249 in the Bankruptcy Case is in form and substance satisfactory to Buyer), and must enter the Approval Order, as a final non-appealable order, by no later than November 16, 2015, unless otherwise agreed to by the Buyer. For this condition to be satisfied, the Bid Protections Order and Approval Order shall not have been

stayed, modified, vacated or reversed as of the Closing Date; in addition to the other requirements described in this Section 5.1.

5.2. Smith Guaranty Release. Lender and Smith must close the Smith Guaranty Release Transaction.

5.3. Third-Party Agreements. Buyer must enter into satisfactory agreements (the "*Third-Party Agreements*") with (a) LIT Industrial Ltd. Partnership, regarding a lease of the Seller's production facility, (b) Gossen Corporation, regarding ongoing supply of certain goods and products, and (c) Taylor Doors, regarding ongoing supply of certain door products. Buyer further must be satisfied with the results of its due diligence regarding the Seller and the Purchased Assets including, without limitation, due diligence regarding any matter related to any employee of Seller.

5.4. Representations, Warranties, and Covenants. The representations and warranties of Seller contained in this Agreement, the Schedules and in any certificate, instrument, agreement, or other writing delivered by or on behalf of Seller pursuant to this Agreement shall be true, correct, and complete in all material respects as of the date when made and as of the Closing Date, except where such representations and warranties are made with specific reference to a particular date, and then shall be true, correct, and complete in all material respects at and as of such particular date.

5.5. Compliance with Agreements, Covenants and Conditions. Seller shall have performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

5.6. Certificates of Seller. Seller shall have delivered to Buyer a certificate, executed by an authorized officer of Seller, which shall be dated as of the Closing Date, certifying in such detail as Buyer may reasonably request as to the fulfillment and satisfaction of the conditions by Seller specified in this Agreement.

5.7. Ownership of Assets. Seller shall continue to own and have all rights, powers, and authority necessary to transfer all of its rights, title, and interest in and to the Transferred Assets, free and clear of Liens.

5.8. No Litigation. No material litigation, legal action, or other governmental action shall have been commenced and remain in effect and no judicial or administrative order shall have been issued or adopted and remain in effect that would prevent or materially and adversely affect the transactions contemplated hereby.

6. CONDITIONS TO OBLIGATIONS OF SELLER. All of the obligations of Seller under this Agreement are subject to the fulfillment and satisfaction of the following conditions on or prior to the Closing, any or all of which may be waived in whole or in part by Seller.

6.1. Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true, correct, and complete in all material respects as of the date when made and as of the Closing Date, except where such representations and warranties are made with specific reference to a particular date, and then shall be true, correct, and complete in all material respects at and as of such particular date.

6.2. Compliance with Agreements and Conditions. Buyer shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

6.3. Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Approval Order and the Approval Order shall be in full force and effect, and shall not be stayed, modified, vacated or reversed.

7. SURVIVAL OF SELLER'S LIABILITY. Seller shall remain liable for all liabilities and obligations of Seller. Buyer will not assume any liabilities or obligations of Seller, or of any affiliate or related person or entity of Seller, of any type or nature whatsoever.

8. PUBLICITY. Subject to the requirements of the Bankruptcy Code and the Bankruptcy Court, the Seller shall not issue or make, or allow to be issued or made, any press release or public announcement concerning the transactions contemplated by this Agreement without the express written consent of the Buyer. Buyer shall be permitted to issue a press release regarding the transactions contemplated by this Agreement after Closing.

9. CORPORATE NAMES. From and after the Closing, the Seller will not directly or indirectly, use or do business under or allow any of its affiliates to use or do business under or assist any other person in using or doing business under any name or trademark confusingly similar to any names or trademarks included in the assets acquired by Buyer in connection with this Agreement. The Seller covenants and agrees to change its corporate name (and all doing business as registrations and foreign qualification registrations using such corporate names) within 15 days after the Closing to names that do not use any name that is the same or confusingly similar to any name included in the assets acquired by Buyer pursuant to this Agreement, and shall seek to establish a new case caption in its bankruptcy case.

10. TERMINATION.

10.1. Termination. This Agreement may be terminated at any time prior to or on the Closing Date as follows:

- (a) By the mutual consent of the Parties;
- (b) By Buyer, if any of the conditions precedent set forth in Section 5 hereof does not occur as required herein, and by Seller, if any of the conditions precedent set forth in Section 6 hereof does not occur as required herein;
- (c) If the transactions contemplated by this Agreement are enjoined, restrained, or prohibited by a court or governmental agency;
- (d) By Buyer, if Seller breaches, in any material respect, its representations or warranties or fails to perform, in any material respect, its covenants or agreements set forth in this Agreement; or
- (f) By Seller, if Buyer breaches, in any material respect, its representations or warranties or fails to perform in any material respect its covenants or agreements set forth in this Agreement.

10.2. Failure to Close. This Agreement shall terminate without further action by Seller or Buyer if the Closing does not occur on or before November 16, 2015, unless Lender shall have provided notice of Lender's consent to a later date for Closing.

11. MISCELLANEOUS.

11.1. Notices. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid, first class, certified or registered air mail (or the functional equivalent in any country), return receipt requested, or by a nationally recognized overnight courier, or by facsimile transmission or by electronic mail to the intended recipient thereof at its address, facsimile number or electronic mail address set out below. Any such notice, demand or communication shall be deemed to have been duly given immediately (if given or made by confirmed facsimile or electronic mail), one business day after deposit with a nationally recognized overnight courier, or three days after mailing (if given or made by letter addressed to a location within the country in which it is posted) or seven days after mailing (if made or given by letter addressed to a location outside the country in which it is posted). In proving same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted, or that receipt of a facsimile was confirmed by the recipient. The addresses, facsimile numbers and electronic mail addresses of the Parties, Lender and the Committee for purposes of this Agreement are:

If to Buyer: PTHV Acquisition LLC
c/o Roy K. Anderson
10250 Philipp Parkway
Streetsboro, Ohio 44241
Telephone: (330) 528-1111
Email: roy@soft-lte.com

With a copy to: Baker & Hostetler LLP
c/o Michael A. VanNiel
PNC Center
1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114
Telephone: (216) 861-7698
Facsimile: (216) 696-0740
Email: mvanniel@bakerlaw.com

If to Seller: THV Holdings, LLC
Attn: Charles L. Smith
5611 Fern Valley Rd
Louisville, KY 40228
Telephone: (502) 968-2020
Facsimile: (502) 968-7798
E-mail: lsmith@thv.com

With a copy to: David M. Cantor
James E. McGhee III
SEILLER WATERMAN LLC
22nd Floor-Meldinger Tower
462 S. Fourth Street
Louisville, Kentucky 40202
Telephone: (502) 584-7400
Facsimile: (502) 583-2100
E-mail: cantor@derbycitylaw.com
E-mail: mcghee@derbycitylaw.com

If to Lender: Alliance Business Lending, LLC
1095 Nimitzview Drive, Suite 400
Cincinnati, Ohio 45230-4341
Attention: Mr. Steven C. Kleffner, President
and CEO
Facsimile: (513) 429-5510
Email: skieffner@alliancebusinesslending.com

With a copy to: Jeffrey A. Marks, Esq.
Vorys, Sater, Seymour & Pease LLP
301 East Fourth Street Suite 3500,
Great American Tower
Cincinnati, OH 45201
Telephone: (513) 723-4000
Facsimile: (513) 852-8491
Email: jamarks@vorys.com

If to the Committee: Ellen Arvin Kennedy, Esq.
John M. Spires, Esq.
Dinsmore & Shohl LLP
Lexington Financial Center
250 West Main Street, Suite 1400
Lexington, Kentucky 40507
Telephone: (859) 425-1020
Facsimile: (859) 425-1099
ellen.kennedy@dinsmore.com
john.spires@dinsmore.com

Any Party, Lender or the Committee may change the address to which notices, requests, demands or other communications to such Party, Lender or Committee shall be delivered or mailed by giving notice thereof to the other Parties, Lender and the Committee hereto in the manner provided herein.

11.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile or electronic transmission (including by .pdf scan or electronic mail) shall constitute original signatures for all purposes of this Agreement.

11.3. Governing Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to rules of such State relating to the conflict of laws. The Parties hereby submit to personal jurisdiction of the Bankruptcy Court for all disputes arising out of this Agreement.

11.4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, legal representatives, successors and assigns. This Agreement may not be assigned, or the obligations hereunder delegated, by Seller, or Buyer, without the prior written consent of the other Parties; provided, however that Buyer may assign its rights and obligations under this Agreement to any entity directly or indirectly controlling, controlled by or under common control with Buyer (each such person, an "*Affiliated Party*") without the prior written consent of Seller.

11.5. Partial Invalidity and Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws, and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part thereof, not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms hereof, or part thereof, shall constitute their agreement with respect to the subject matter hereof and all such remaining terms, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

11.6. Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such Party. No failure on the part of any Party hereto to exercise, and no delay in exercising any right, power or remedy created hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party hereto of any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

11.7. Headings. The headings of particular provisions of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or serve as a limitation on or enlargement of the scope of any term or provision of this Agreement.

11.8. Time of Performance. Time is of the essence.

11.9. Access to Records. After the Closing, Buyer will provide Seller and its representatives, and Lender and its representatives, full access, at all reasonable times, to the books, records, and other documents of Seller related to the Transferred Assets (the "*Records*") as Seller or Lender, respectively, may reasonably request. If at any time Buyer decides to destroy or abandon the Records, then buyer shall provide Seller and Lender with thirty (30) days' prior written notice of such decision.

11.10. Counsel. Each Party hereto warrants and represents that such Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution

of this Agreement and has had ample opportunity to read, review and understand the provisions of this Agreement.

11.11. No Construction Against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

11.12. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the Parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by or on behalf of the Party entitled to the benefit of the provision against whom enforcement is sought.

11.13. Lender and Committee Not Obligated. Neither Lender nor the Committee is a party to this Agreement, and neither shall have any obligations or liabilities under or in connection with this Agreement; provided that Lender, the Committee, Seller and Buyer agree that (a) Lender shall be bound by, and shall be entitled to enforce, the following provisions hereof to the extent that they are expressly applicable to Lender; Sections 1.1.3, 1.1.4, 1.3.1, 1.3.2, 1.3.3, 10.2, 11.1, 11.9 and 11.13, and (b) the Committee shall be bound by, and shall be entitled to enforce, the following provisions hereof that are expressly applicable to the Committee; Sections 11.1 and 11.13.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

[Signature page follows]

BUYER:

PTHV Acquisition LLC



By: Roy K. Anderson, President

SELLER:

THV HOLDINGS LLC

By: _____
Its: _____

Acknowledged and Agreed to By, Subject to Section 11.13:

ALLIANCE BUSINESS LENDING, LLC

By: _____
Its: _____

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: _____
Its: _____

BUYER:

PTHV Acquisition LLC

By: Roy K. Anderson, President

SELLER:

THV HOLDINGS LLC

By: _____
Its: C.E.O.

Acknowledged and Agreed to By, Subject to Section 11.13:

ALLIANCE BUSINESS LENDING, LLC

By: _____
Its: _____

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: _____
Its: _____

BUYER:

PTHV Acquisition LLC

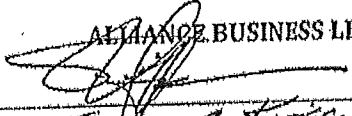
By: Roy K. Anderson, President

SELLER:

THV HOLDINGS LLC

By: _____
Its: _____

Acknowledged and Agreed to By, Subject to Section 11.13:

ALLIANCE BUSINESS LENDING, LLC


By: Steven G. Kieffer
Its: PRESIDENT & CEO

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: _____
Its: _____

BUYER:

PTHV Acquisition LLC

By: Roy K. Anderson, President

SELLER:

THV HOLDINGS LLC

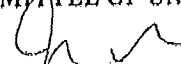
By: _____
Its: _____

Acknowledged and Agreed to By, Subject to Section 11.13:

ALLIANCE BUSINESS LENDING, LLC

By: _____
Its: _____

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS


By: Julia Spire, on behalf of Elizabeth Woodward, Committee Chair
Its: Attorney

Schedule 1.1

The "*Transferred Assets*" shall include all of Seller's right, title and interest in and to all presently owned and hereafter acquired tangible and intangible assets and property of Seller, including, without limitation, the following: all accounts, receivables, books and records, machinery, equipment, tooling, tools of trade, contract rights, rights of payment which have been earned under a contract right, general intangibles (including, without limitation, all intellectual property, whether owned or licensed), inventory, goods, ledger sheets, ledger cards, files, computer programs and software, investment property, negotiable instruments and collateral securing any indebtedness owed to Seller (including, without limitation, all of Seller's present and future letters of credit, notes, drafts, instruments, security entitlements, securities and related documents), chattel paper, deposit accounts but excluding the Closing Date Cash Amount, claims, all causes of action and choses in action (including, but not limited to, any causes of action available to Seller under Chapter 5 of the Bankruptcy Code), any and all intellectual property, including, without limitation all copyrights, patents, patent rights, trademarks, service marks, source code, know-how, trade secrets, confidential information, trade names, fictitious names (include, but not limited to, d/b/a and f/d/b/a names), and any and all other tangible or intangible property in any form in which Seller has any legal or equitable interest; together with (a) all substitutions and replacements for and products of any of the foregoing; (b) in the case of all goods, all accessions; (c) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (d) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; and (e) books and records of Seller, including all mail or electronic mail addressed to Seller. The omission of any specific asset from the foregoing list shall not be deemed or construed as omitting such asset from the definition of Transferred Assets.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re:)	
)	Case No. 15-32211
THV HOLDINGS LLC)	
Also d/b/a TRUE HOME VALUE, INC.,)	Chapter 11
)	
Debtor.)	Judge Alan C. Stout
)	

NOTICE OF SALE CLOSING

On November 10, 2015, the Court entered an *Order, Pursuant to Sections 105 and 363 of the Bankruptcy Code: (A) Approving Asset Purchase Agreement and Related Agreements; and (B) Authorizing and Directing the Sale of All Debtor's Assets Free and Clear of Liens, Claims, Encumbrances and Interests* (the "Sale Order") [Dkt. No. 261].

The terms of the Asset Purchase Agreement approved by the Sale Order (the "APA") contemplate a closing date not later than November 16, 2015. With the consent of the Lender and the parties the closing date was extended to November 17, 2015. This *Notice of Sale Closing* is to provide notice that the sale closed on November 17, 2015, and the Buyer paid the Purchase Price (as defined in the APA), in accordance with the terms of the Sale Order, the APA and related transaction documents.

True and correct copies of the Bill of Sale contemplated by Section 1.6.1(a) of the APA and the Transition Services Agreement contemplated by Section 1.14 of the APA are attached hereto as Exhibits A and B, respectively

Dated: November 17, 2015

Respectfully submitted,

/s/James E. McGhee III

DAVID M. CANTOR
JAMES E. MCGHEE III
SELLER WATERMAN LLC
Meidinger Tower, 22nd Floor
462 S. Fourth Street
Louisville, Kentucky 40202
Telephone: (502) 584-7400
Facsimile: (502) 583-2100
Email: cantor@derbycitylaw.com
Email: mcghee@derbycitylaw.com
Counsel for the Debtor

CERTIFICATE OF SERVICE

It is hereby certified that on November 17, 2015, true and correct copies of the foregoing was served on the Third Master Service List Dated August 10, 2015, through (a) the Court's CM/ECF system, or (b) first-class mail.

/s/James E. McGhee III

JAMES E. MCGHEE III

BILL OF SALE

Pursuant to that certain Order entered by the United States Bankruptcy Court for the Western District of Kentucky on November 10, 2015 (Dkt. No. 261 – the “Sale Order”), in the case captioned *In re THV Holdings, LLC also d/b/a True Home Value, Inc.*, Case No. 15-32211, and pursuant to that certain Agreement for Purchase and Sale of Assets (the “APA”) entered into by and between PTHV Acquisition LLC (“Buyer”), a Delaware limited liability company, and THV Holdings, LLC (“Seller”), a Delaware limited liability company, dated November 9, 2015, and for good and valuable consideration of the Purchase Price (as defined in the APA) received by Alliance Business Lending, LLC (“Secured Lender”), Seller’s senior secured lender, from Buyer contemporaneously herewith, Seller does hereby convey, sell, transfer, assign and deliver unto Buyer all right, title and interest of Seller in and to the Transferred Assets (as defined in the APA) free and clear of all liens, claims, encumbrances and interests in accordance with the Sale Order and the APA, TO HAVE AND TO HOLD the same, unto Buyer, its successors and assigns forever.

For the avoidance of doubt, the Transferred Assets do not include the Excluded Assets (as defined in the APA).

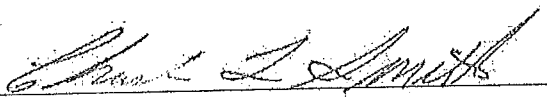
This Bill of Sale shall be subject to and construed in accordance with the laws of the Commonwealth of Kentucky.

Seller shall from and after the date hereof, upon the reasonable request of Buyer, execute and deliver such other documents and take such further actions as Buyer may reasonably request to carry out the effect, intent and purpose of this Bill of Sale and otherwise obtain the full benefit of this Bill of Sale.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of November 16th, 2015.

SELLER:

THV Holdings, LLC

By: 

Name: Charles L. Smith

Title: President