

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Erich L Gibbs		05/08/2017	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acme Grinding and Manufacturing, Inc.		
<b>Doing Business As:</b>	BETTER BOTTLE COMPANY		
<b>Street Address:</b>	6871 Belford Industrial Dr		
<b>City:</b>	Belvidere		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61008		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3214438	BETTER BOTTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8159874092		
<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>	8159874050		
<b>Email:</b>	trademark@renozahm.com		
<b>Correspondent Name:</b>	Michael G. Schultz		
<b>Address Line 1:</b>	2902 McFarland Road		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Rockford, ILLINOIS 61107		
<b>NAME OF SUBMITTER:</b>	Michael G. Schultz		
<b>SIGNATURE:</b>	/MGS/		
<b>DATE SIGNED:</b>	08/29/2017		
<b>Total Attachments: 21</b>			
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 8<sup>th</sup> day of MAY, 2017 by and between Acme Grinding and Manufacturing, Inc., an Illinois corporation, ("Purchaser"), and High-Q, Inc., an Illinois corporation ("Seller").

### RECITALS

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain assets used by Seller in its business.

B. The terms and conditions related to the sale and purchase of such assets are hereinafter set forth.

### AGREEMENTS

Therefore, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser all of the Purchased Assets set forth below:

- a. All Seller's equipment identified on the attached Exhibit "A" (collectively, the "Equipment");
- b. All of Seller's inventories of products, supplies and materials, work in progress and finished goods currently located at Purchaser's facility at 6871 Belford Industrial Drive, Belvidere, Illinois 61008 (collectively, the "Inventory");
- c. All of Seller's records, whether printed or electronic, containing information relating to customers, vendors, contractors and suppliers (collectively, the "Records");

- d. All of Seller's goodwill, advertising and marketing materials, telephone and facsimile numbers (to the extent transferrable), and other intangible assets (i) owned by the Seller, or (ii) owned by Seller's shareholders and used by them exclusively in the business of Seller (collectively, the "Goodwill");
- e. All intellectual property owned or controlled by Seller and used in Seller's business, including, but not limited to: (i) trademarks, service marks, internet domain names, trade dress, trade names, logos, and other source identifiers, including registrations and applications for registration thereof, (ii) the website and web domain known as www.better-bottle.com and all related electronic data, databases, URLs, internet websites, web content and links, and registrations and applications for registration thereof, (iii) confidential and proprietary information, including trade secrets and know-how, and (iv) the names "Better Bottle" and any similar variations thereof and all other assumed names of the Seller (collectively, the "Intellectual Property"); \* Certain fees to maintain the registration of the Intellectual Property have not been paid when due and Purchaser shall assume the responsibility for the payment thereof.
- f. All rights and remedies on and after the Closing, under warranty or otherwise, against a manufacturer, vendor or other person or entity for any defects or deficiencies in any of the assets; and
- g. All causes of action and rights of recovery with respect to any of the foregoing.

## ARTICLE II

### Purchase Price, Adjustment to Purchase Price, Payment of Purchase Price and Closing

2.1 Purchase Price. The "Purchase Price" of the Purchased Assets will be Seventy-Five Thousand (\$75,000) Dollars less a Purchaser credit of Four Thousand Two Hundred Thirty-one and 50/100 Dollars (\$4,231.50) representing outstanding invoices owed Purchaser and shall be paid by Purchaser to Seller at the Closing. This Agreement is not contingent upon Purchaser securing financing.

2.2 Earnest Money Deposit. Purchaser shall pay to Seller an earnest money deposit of Fifteen Thousand (\$15,000.00) Dollars at the signing of this Agreement which shall be applied to the Purchase Price at Closing. The earnest money shall be refundable in the event Seller is unable to comply with the terms of the Agreement and close hereunder.

2.3 Time and Place of Closing. The sale and purchase of all Purchased assets shall be consummated (the "Closing") ~~at date on~~ May 12, 2017 at a time and place to be determined or such other time, date, and place as the parties agree.

2.4 Seller's Closing Obligations at the Closing. At the Closing, Seller will deliver or cause to be delivered to Purchaser all of the Purchased Assets free of all encumbrances but otherwise as is, where is, and a Bill of Sale in the form set forth as attached Exhibit B.

### ARTICLE III

#### Tax Clearance/Bulk Sales Certificate

Seller shall obtain and deliver to Purchaser prior to closing a clearance certificate evidencing the payment by Seller of certain taxes, assessments and contributions to the Illinois Department of Revenue and Illinois Department of Employment Security (collectively, the "Bulk Sale Clearance Certificates"). Seller agrees to act in good faith and with reasonable diligence to apply for, obtain and deliver to Purchaser a required Bulk Sale Clearance Certificates prior to the Closing. If a required Bulk Sale Clearance Certificates cannot be delivered prior to the Closing, Purchaser shall hold in escrow such amounts as directed by the State of Illinois, or such amounts as Purchaser deems reasonably necessary to protect its interests, pending receipt of all required Bulk Sale Clearance Certificates. Notwithstanding anything herein to the contrary, Seller hereby covenants, represents and warrants that Seller has paid all taxes due to the State of Illinois by Seller and will pay all taxes that may become to the State of Illinois through and including the consummation of the Closing.

### ARTICLE IV

#### Miscellaneous

4.1 Notices. All notice required or permitted to be given hereunder shall be in writing and may be delivered to the other party by hand, facsimile, pdf file or nationally recognized private courier.

4.2 Expenses. Each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, fees and expenses of legal counsel, accountants, investment bankers, consultants, and other professionals.

4.3 Entire Agreement. This Agreement and the instruments to be delivered by the parties pursuant hereto constitute the entire agreement between the parties and supersedes the terms of prior negotiations, agreements and discussions between the parties hereto relating to the subject matter of this Agreement.

4.4 Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State.

4.5 Binding Effect: Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

4.6 Attorneys' Fees. The prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party all reasonable costs and expenses incurred in connection with such action, including without limitation attorneys' fees.

4.7 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party.

4.8 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

4.9 Counterparts. This Agreement may be executed by facsimile or otherwise in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

4.10 Purchaser's Indemnification. From and after the Closing, the Purchaser shall indemnify, save and keep harmless Seller, their successors, officers, directors, shareholders and agents (the "Indemnitees") from all Damages sustained or incurred by Purchaser regarding the subsequent use of the Purchased Assets.

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

Purchaser:

Acme Grinding and Manufacturing, Inc.

By: Chuck Zaluckyj

Chuck Zaluckyj, President

High-Q, Inc.

By: Trudy Gibbs

Erich Gibbs, President, by Trudy Gibbs,  
attorney-in-fact pursuant to a Power of Attorney

CF

JH

CF.

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SP

TRADEMARK  
REEL: 006141 FRAME: 0480



**EXHIBIT A**

**Seller's Equipment**

High-Q Equipment Associated with Manufacturing of Better-Bottle Carboys  
Included in the Purchase Agreement with Acme Grinding and Mfg. (date TBD)

Item Description	Serial Number
BLOW MOLD MACHINE Manufacturer: Nissei Machine Company LTD. Model: ASB 650 EXHS	297A40707
RESIN DRIER Manufacturer: Matsui America, Inc. Came attached to the Nissei blow mold machine. Electronic components were added that were purchased from Matsui America Inc, Hanover Park, IL.	
RESIN HOPPER Is an add-on feature of the blow mold machine that was part of the original purchase.	
MOLDS and CUSTOM STORAGE BOXES 5-gallon mold. Manufacturer Allen Mold Ltd, Orange, CA 6-gallon mold. Manufacturer Allen Mold Ltd, Orange, CA 3-gallon mold. Manufacturer Compact Mould Ltd, Woodbridge Ontario, Canada	
THERMOLATOR Manufactuer CONAIR/IPEG, Inc. Model ConAir TW+	295529
AIR COMPRESSOR Manufacturer Changshengda Machinery, LTD. : by Naging Shangair Mechanical & Electrical Co., Ltd. #09NM PET-2.0/30 High Pressure Compressor Unit	0911207740
HEAVY DUTY DESICCANT AIR DRYER from McMaster-Carr	
PALLET JACK	
METAL STRAPPING DISPENSING SYSTEM and supplies	
OPTILEGE PALLET BASES	
MODULAR CONVEYER SYSTEM	
ASSORTMENT OF BETTER BOTTLE AND WATER LABELS	
ASSORTMENT OF LABELED PACKING BOXES	
ASSORTMENT OF PACKING SUPPLIES	
ASSORTMENT OF CARBOY CAPS	

Item Description	Serial Number
ROLLING CARTS	
DAK America Resin (Remainder of resin in Gaylords and hopper)	
DRAWINGS	

High-Q Equipment Associated with Manufacturing of Better-Bottle Small Parts  
Included in the Purchase Agreement with Acme Grinding and Mfg. (date TBD)

Miscellaneous inventory of completed parts
Miscellaneous inventory of component parts (o-rings, clips, glass balls, springs)
Bags and labels
Drawings

Data Made Available to Acme Grinding & Mfg  
on Consummation of Purchase Agreement

**Supplier Contact Information**

Ripped Sheets (labels), Benton City WA  
 Quad Graphics (cutting of labels), Burlington, WI  
 DAK America LLC (resin), Chadds Ford, PA  
 Blackhawk Molding Co (carboy caps), Addison, IL  
 Alois Box (printed cardboard boxes), Melrose Park, IL  
 Unit Load Systems (Optiledge) Newman GA  
 Uline (shipping supplies, strapping, clips, plastic bags)  
 Packing Seals & Engineering, Jacksboro, TN  
 Stanley Springs, Chicago, IL  
 Others

Customer Lists (distributors, and super dealers)

Price Lists

Parts List

Website Hosting: earthlink.net. web support is available for a fee to change phone numbers/contact information and contact information for customer messages from the web to you

Website software: Multimedia Australia (BestAddress HTML Edition, 2009 Edition). This group can also provide assistance with website modifications.

Domain Names: NetworkSolutions, (Better Bottle, and Better-Bottle)

**Better Bottle Trademark**

I, Trudy Gibbs, Acting Managing Director, affirm that the following items listed above in the description of property to be transferred, were purchased by High-Q, Inc for the production of carboys and associated parts for the Better-Bottle Division of High-Q, Inc. The items listed (with the exception of small parts) currently reside on the premises of the Acme Grinding & Manufacturing, Inc, at 6871 Belford Industrial Drive, Belvidere, IL 61008.

EXHIBIT B

WARRANTY BILL OF SALE


High-Q, Inc., an Illinois corporation, ("Seller") in consideration of the total sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) less Purchaser credits paid in readily available funds of U.S. currency and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby sell and transfer to Acme Grinding and Manufacturing, Inc., an Illinois corporation, ("Purchaser"), certain assets listed on Schedule 1 attached hereto (the "Purchased Assets").

To have and to hold said Purchased Assets unto Purchaser for Purchaser's own proper use and benefit forever.

Seller represents and warrants that it is the lawful owner of the Purchased Assets. Seller represents and warrants that the Purchased Assets is free and clear of all liens and encumbrances not referenced herein; and that Seller has the lawful, collective right and authority to sell and transfer the Purchased Assets to Purchaser free and clear of all liens and encumbrances; and that Seller will WARRANT AND DEFEND title to the Purchased Assets from and against the claims and demands of all persons and will further indemnify Purchaser from and against any damages suffered by Purchaser as a result of these representations and warranties being untrue.

Executed and delivered at \_\_\_\_\_, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

High-Q, Inc., an Illinois corporation

By:   
Erich Gibbs, President, by Trudy Gibbs,  
attorney-in-fact pursuant to a Power of  
Attorney

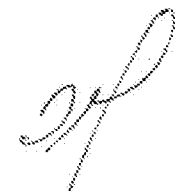
STATE OF ILLINOIS )

) SS

UNIFORM ACKNOWLEDGMENT

COUNTY OF WINNEBAGO )


I, a Notary Public, in and for said county in the state aforesaid, do hereby certify that Trudy Gibbs, as attorney-in-fact pursuant to a Power of Attorney for Erich Gibbs, President, personally known to me, acknowledged that she is empowered to sign on behalf of Erich Gibbs and High-Q, Inc., and that she signed, sealed and delivered the foregoing Warranty Bill of Sale for the uses and purposes set forth herein.



.....  
Notary Public

Executed and delivered at \_\_\_\_\_, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Acme Grinding and Manufacturing, Inc., an Illinois corporation

By:   
\_\_\_\_\_  
Chuck Zaluckyj, President

STATE OF ILLINOIS )

COUNTY OF WINNEBAGO )

) SS

**UNIFORM ACKNOWLEDGMENT**

I, a Notary Public, in and for said county in the state aforesaid, do hereby certify that Chuck Zaluckyj, as president of Acme Grinding and Manufacturing, Inc., personally known to me, acknowledged that he is empowered to sign on behalf of Acme Grinding and Manufacturing, Inc., and that he signed, sealed and delivered the foregoing ~~Warranty~~ Bill of Sale for the uses and purposes set forth herein.

.....  
Notary Public



**SCHEDULE I  
TO  
WARRANTY BILL OF SALE**

- a. All Seller's equipment identified on the attached Exhibit "A" (collectively, the "Equipment");
- b. All of Seller's inventories of products, supplies and materials, work in progress and finished goods currently located at Purchaser's facility at 6871 Belford Industrial Drive, Belvidere, Illinois 61008 (collectively, the "Inventory");
- c. All of Seller's records, whether printed or electronic, containing information relating to customers, vendors, contractors and suppliers (collectively, the "Records");
- d. All of Seller's goodwill, advertising and marketing materials, telephone and facsimile numbers (to the extent transferrable), and other intangible assets (i) owned by the Seller, or (ii) owned by Seller's shareholders and used by them exclusively in the business of Seller (collectively, the "Goodwill");
- e. All intellectual property owned or controlled by Seller and used in Seller's business, including, but not limited to: (i) trademarks, service marks, internet domain names, trade dress, trade names, logos, and other source identifiers, including registrations and applications for registration thereof, (ii) the website and web domain known as www.better-bottle.com and all related electronic data, databases, URLs, internet websites, web content and links, and registrations and applications for registration thereof, (iii) confidential and proprietary information, including trade secrets and know-how, and (iv) the names "Better Bottle" and any similar variations thereof and all other assumed names of the Seller (collectively, the "Intellectual Property"); \* Certain fees to maintain the registration of the Intellectual Property have not been paid when due and Purchaser shall assume the responsibility for the payment thereof.
- f. All rights and remedies on and after the Closing, under warranty or otherwise, against a manufacturer, vendor or other person or entity for any defects or deficiencies in any of the assets; and
- g. All causes of action and rights of recovery with respect to any of the foregoing.



**EXHIBIT A**

High-Q Equipment Associated with Manufacturing of Better-Bottle Carboys  
Included in the Purchase Agreement with Acme Grinding and Mfg. (date TBD)

Item Description	Serial Number
<b>BLOW MOLD MACHINE</b> Manufacturer: Nissei Machine Company LTD. Model: ASB 650 EXHS	297A40707
<b>RESIN DRIER</b> Manufacturer: Matsui America, Inc. Came attached to the Nissei blow mold machine. Electronic components were added that were purchased from Matsui America Inc, Hanover Park, IL.	
<b>RESIN HOPPER</b> Is an add-on feature of the blow mold machine that was part of the original purchase.	
<b>MOLDS and CUSTOM STORAGE BOXES</b> 5-gallon mold. Manufacturer Allen Mold Ltd, Orange, CA 6-gallon mold. Manufacturer Allen Mold Ltd, Orange, CA 3-gallon mold. Manufacturer Compact Mould Ltd, Woodbridge Ontario, Canada	
<b>THERMOLATOR</b> Manufacturer CONAIR/IPEG, Inc. Model ConAir FW+	295529
<b>AIR COMPRESSOR</b> Manufacturer Changshengda Machinery, LTD. : by Najing Shangair Mechanical & Electrical Co., Ltd. #09NM PET-2.0/30 High Pressure Compressor Unit	0911207740
<b>HEAVY DUTY DESICCANT AIR DRYER</b> from McMaster-Carr	
<b>PALLET JACK</b>	
<b>METAL STRAPPING DISPENSING SYSTEM</b> and supplies	
<b>OPTILEGE PALLET BASES</b>	
<b>MODULAR CONVEYER SYSTEM</b>	
<b>ASSORTMENT OF BETTER BOTTLE AND WATER LABELS</b>	
<b>ASSORTMENT OF LABELED PACKING BOXES</b>	
<b>ASSORTMENT OF PACKING SUPPLIES</b>	
<b>ASSORTMENT OF CARBOY CAPS</b>	
<b>ROLLING CARTS</b>	
<b>DAK America Resin</b> (Remainder of resin in Gaylords and hopper)	

Item Description	Serial Number
<b>DRAWINGS</b>	

**High-Q Equipment Associated with Manufacturing of Better-Bottle Small Parts  
Included in the Purchase Agreement with Acme Grinding and Mfg. (date TBD)**

Miscellaneous inventory of completed parts
Miscellaneous inventory of component parts (o-rings, clips, glass balls, springs)
Bags and labels
Drawings

**Data Made Available to Acme Grinding & Mfg  
on Consummation of Purchase Agreement**

**Supplier Contact Information**

- Ripped Sheets (labels), Benton City WA
- Quad Graphics (cutting of labels), Burlington, WI
- DAK America LLC (resin), Chadds Ford, PA
- Blackhawk Molding Co (carboy caps), Addison, IL
- Alois Box (printed cardboard boxes), Melrose Park, IL
- Unit Load Systems (Optiledge) Newman GA
- Uline (shipping supplies, strapping, clips, plastic bags)
- Packing Seals & Engineering, Jacksboro, TN
- Stanley Springs, Chicago, IL
- Others

Customer Lists (distributors, and super dealers)

Price Lists

Parts List

Website Hosting: [earthlink.net](http://earthlink.net); web support is available for a fee to change phone numbers/contact information and contact information for customer messages from the web to you

Website software: Multimedia Australia (BestAddress-HTML Edition, 2009 Edition). This group can also provide assistance with website modifications.

Domain Names: NetworkSolutions, (Better Bottle, and Better-Bottle)

**Better Bottle Trademark**

I, Trudy Gibbs, Acting Managing Director, affirm that the following items listed above in the description of property to be transferred, were purchased by High-Q, Inc for the production of carboys and associated parts for the Better-Bottle Division of High-Q, Inc. The items listed (with the exception of small parts) currently reside on the premises of the Acme Grinding & Manufacturing, Inc, at 6871 Belford Industrial Drive, Belvidere, IL 61008.

LAW OFFICES OF  
**Robert A. Motel, P.C.**

4433 West Touhy Avenue  
Lincolnwood, Illinois 60712

Telephone: (847) 674-3330  
Facsimile: (847) 674-2590  
Email: [ram@ramotellaw.com](mailto:ram@ramotellaw.com)  
Website: [www.ramotellaw.com](http://www.ramotellaw.com)

May 26, 2017

Via: Federal Express  
and Email: [ikl@renozahm.com](mailto:ikl@renozahm.com)

Ian K. Linnabary, Esq.  
Reno & Zahm  
2902 McFarland Road  
Suite 400  
Rockford, Illinois 61107

Re: Asset Purchase Agreement between  
High-Q, Inc. / Acme Grinding and  
Manufacturing, Inc.

Dear Ian:

Enclosed are the following documents:

1. Closing Statement.
2. Warranty Bill of Sale.
3. Joint Action by the Shareholder and Director of High-Q, Inc.
4. Illinois Durable Power of Attorney (copy).

Please send me authorization to disburse the purchase price proceeds being held in my Trust Account.

Thank you.

Very truly yours,

  
Robert A. Motel

RAM.cr

Encls.

Cc: Trudy Gibbs



CLOSING STATEMENT

This CLOSING STATEMENT is entered into by and between HIGH-Q, INC., an Illinois corporation ("Seller") and ACME GRINDING AND MANUFACTURING, INC., an Illinois corporation ("Buyer"), effective as of May \_\_\_\_\_, 2017 (the "Closing Date").

**Purchase Price:**

A. Purchased Assets \$ 75,000.00

**TOTAL PURCHASE PRICE:** \$75,000.00

**Less Credits/Deductions from Purchase Price:**

A. Outstanding Invoices (\$ 4,231.50)

**TOTAL CREDITS/DEDUCTIONS:** (\$4,231.50)

**AMOUNT DUE SELLERS:** \$70,768.50

ACKNOWLEDGED AND AGREED:

SELLER:  
HIGH-Q, INC.

BUYER:  
ACME GRINDING AND  
MANUFACTURING, INC.

By: Erich Gibbs, President by Tracy Gibbs  
Erich Gibbs, President by Tracy Gibbs  
attorney-in-fact pursuant to a  
Power of Attorney

By: Charles Zalucky  
Chuck Zalucky, President



**JOINT ACTION BY THE SHAREHOLDER AND DIRECTOR  
OF  
HIGH-Q, INC.  
BY WRITTEN CONSENT**

The undersigned, being the sole Shareholder and Director of **HIGH-Q, INC.**, an Illinois Corporation, hereby waives all notice of meeting and take the following actions without a meeting, pursuant to the authority of 8.05 of the Illinois Compiled Statutes 5/8.45 and waive notice pursuant to 805 ILCS 5/8.25, to the following actions, the same being taken in lieu of the special meeting of shareholders:

**WHEREAS**, it is deemed to be in the best interest of the Corporation to sell to **ACME GRINDING AND MANUFACTURING, INC.**, certain assets of the Corporation for the sale price of Seventy Five Thousand (\$75,000.00) Dollars, as set forth in the Asset Purchase Agreement (the "APA") between the parties to the transaction;

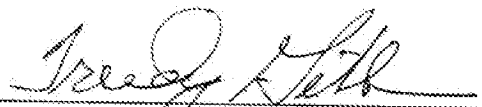
**NOW, THEREFORE, BE IT RESOLVED**, that the execution and delivery of the Agreement on behalf of the Seller is hereby ratified, approved and confirmed in all respects;

**FURTHER RESOLVED**, that the undersigned as the sole Shareholder and Director of the Company hereby authorizes, Trudy Gibbs as the attorney-in-fact for Erich L. Gibbs, President of the Corporation to negotiate, execute and deliver all additional documents, and to take any and all additional actions, deemed necessary or desirable to sell the Purchased Assets (as defined in the Agreement) and otherwise perform all obligations of the Seller under the Purchase Agreement on such terms and conditions as therein contained;

**FURTHER, RESOLVED**, that any actions taken by the Seller prior to the adoption of these resolutions which are within the authority conferred are hereby ratified, confirmed and approved.

**IN WITNESS WHEREOF**, the undersigned has executed this Resolution as of the 25<sup>th</sup> day of May, 2017.

THE ERICH L. GIBBS LIVING TRUST  
AGREEMENT, dated 4/20/94, as amended  
and restated



Trustee, by Trudy Gibbs,  
Attorney-in-fact, pursuant to a Power of  
Attorney

Document Prepared by:  
Name: Trudy Gibbs  
Address: 112 Hollywood Ct.  
Phone: 847 258 2729

**ILLINOIS DURABLE POWER OF ATTORNEY**  
**Effective Upon Disability**

KNOW ALL PERSONS BY THESE PRESENTS:

I, Erich L. Gibbs ("Principal") maintaining an address at 112 Hollywood Ct., Wilmette, IL 60091 do hereby make and appoint Trudy J. Gibbs ("Agent") maintaining an address at: 112 Hollywood Ct. my true and lawful attorney-in-fact for me and in my name, and in my behalf.

If the above named Agent is unable to serve for any reason, I appoint Laura L. Smith maintaining an address at: 2149 Washington Avenue, Wilmette, IL as my alternate or successor Agent, as necessary, to serve with the same powers, rights, and discretions.

My Agent shall have full power and authority to perform any act, power, duty, legal right, or obligation whatsoever that I now have or may later acquire in connection with or relating to any person, item, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever as I could do if personally present. I hereby ratify and confirm all acts that my Agent, or successor Agent shall lawfully do or cause to be done by virtue of this power of attorney and the rights hereby granted. My Agents' powers and authority shall include, but not be limited to:

1. To conduct, engage in, and transact any and all lawful business of whatever kind or nature, on my behalf and in my name.
2. To enter into binding contracts on my behalf and to sign, endorse, and execute any written agreement and document necessary to enter into any such contract and/or agreement, including but not limited to applications, assignments, bills of sale or lading, bonds, contracts, covenants, conveyances, deeds, options, trust deeds, security agreements, leases, mortgages, notes, insurance policies, receipts, title documents, checks, drafts, letters of credit, stock certificates, proxies, warrants, commercial papers, withdrawal and deposit slips, certificates of deposit of, or investments with or through banks, savings and loan, brokers, mutual fund companies or other institutions, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, lien, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be.
3. To request, ask, demand, sue and take any and all legal steps necessary to recover and collect any amount or debt owed to me.
4. To adjust, compromise, and settle any claim, against me or asserted on my behalf against any other person or entity.
5. To receive, hold, possess and/or invest any and all sums of money, accounts, debts, bonds, commercial papers, checks, drafts, causes of action, bequests, deposits, notes, interests, dividends, certificates of deposit, any and all documents of title and demands whatsoever, whether agreed to or disputed, now due or due in the future, owned by, due, owing payable, or belonging to, me or in which I have or may hereafter acquire any interest, to have, or use.
6. To maintain, manage, insure, lease, rent, sell, mortgage, improve, repair, exchange, invest, reinvest and in any other manner (in such terms and at prices my Agent may

*Durable Power of Attorney*

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- deem proper) deal with all, any part or any interest in any real or personal property or asset whatsoever, tangible or intangible (now owned or acquired in the future by me) and to execute any necessary document, instrument or deed for such transactions. This includes the right to sell or encumber any homestead that I now own or may own in the future; the right to remove tenants and to recover possession; and the right to ask for, demand, sue for, collect, recover, and receive all monies which may become due and owing to me by reason of such transaction
7. To apply for, purchase, maintain and/or deal with insurance and annuity contracts, insurance policies, including life insurance upon my life or the life of any other appropriate person, and to make any elections and disclaimers under such policies.
  8. To receive, deposit, hold, demand, deal with and/or sue to recover all payments I receive from any annuity, pension, retirement benefits, retirement plans, insurance benefits and government program including, but not limited to, Social Security and Medicare; to prepare applications, provide information, and perform any other reasonable request by any government or its agencies in connection with governmental benefits (including but not limited to, medical, and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.
  9. To open, maintain and/or close bank accounts, including, but not limited to, checking accounts, savings accounts, certificates of deposit, investment accounts, brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions; to conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments, obtaining bank statements, passbooks, drafts, warrants, money orders, certificates, cashier checks, cash, or vouchers payable to me by any person, firm, corporation or political entity; to perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
  10. To have access to any safe deposit box, vault or other storage area owned or leased by me alone or in conjunction with any other person, including access to their contents, and to examine, remove, keep or otherwise dispose of the contents
  11. To exercise any and all rights, including proxy rights, with respect to stocks, bonds, debentures, commodities, options, or any other investments.
  12. To maintain and/or operate any business that I currently own or have an interest in or may own or have an interest in, in the future.
  13. To employ any professional and/or business assistance as may be appropriate, including but not limited to, attorneys, accountants, investment professionals, brokers, and real estate agents.
  14. To prepare, or cause to be prepared, sign, and/or file any documents with any federal, state, local, or other governmental body, including, but not limited to, federal, state, local, or other income; to prepare, or cause to be prepared tax returns and necessary and/or related documents; to obtain or provide information to and from any agency, including governmental agencies, relating to tax matters and to negotiate, compromise or settle any matter with such agency.
  15. To make gifts and charitable contributions of my real, personal, tangible or intangible property, to such persons or organizations without regard to whether such gifts are a part of my estate planning or otherwise, and if necessary, to file any state and federal gift tax

*Durable Power of Attorney*

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returns and documents. Gifts to minors may be made to the minor directly or parent, guardian or close friend of the minor or pursuant to the Uniform Gifts to Minors Act or the Uniform Transfers To Minors Act. Any gifts made shall be limited to gifts that qualify for the federal gift tax annual exclusion, shall not exceed in value the federal gift tax annual exclusion amount in any one calendar year, and this annual right shall be non-cumulative and shall lapse at the end of each calendar year. However, my Agent may not, unless specifically authorized by this document, (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercise any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, or (c) use any of my assets to discharge any of my Agent's legal obligations, including any obligations of support which my Agent may owe to others, excluding those whom I am legally obligated to support.

16. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust exists at the time of such transfer.
17. To disclaim any interest (subject to other provisions of this document), which might be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, Agent may not disclaim assets, to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

This Durable Power of Attorney and all rights and powers therein shall become effective upon my subsequent disability or incapacity as certified in writing by a licensed medical doctor. The rights, powers, and authority of this document shall remain in full force and effect thereafter until my death. This Power of Attorney shall not terminate on my subsequent disability, incapacity or lack of mental competence, except as provided by any applicable statute.

As used herein, "disability" or "incapacity" shall mean a lack of capacity to receive and evaluate information effectively, to communicate decisions, and/or to manage my financial resources and affairs properly, as certified in writing by a licensed medical doctor.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. If desired, my Agent shall also be entitled to reasonable compensation for any services provided as my Agent.

If so requested by myself or any authorized personal representative or fiduciary acting on my behalf, my Agent shall provide an accounting for all funds handled and all acts performed as my Agent.

This Power of Attorney shall be construed as broadly as a General Power of Attorney. The listing of specific terms, rights, acts or powers are not intended to restrict or limit the definition or scope of powers granted herein in any manner. If any part of this document is held to be invalid, illegal or unenforceable under applicable law, then the remaining unaffected parts of the document shall still remain in full force and effect and not be affected by any partial invalidity.

No person needs to inquire as to the reasons for the use or issuance of this power-of-attorney or as to the disposition of any proceeds paid to my Agent based on this document.

The powers granted to my Agent by this power-of-attorney are limited to the extent necessary to prevent (a) my income to be taxable to my Agent; (b) my Agent to have any rights or ownership with respect to any life insurance policies I may own on the life of my Agent; and/or (c) my assets to be subject to a general power of appointment by my Agent.

*Durable Power of Attorney*

3 E. F. H.

Any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. If this Durable Power of Attorney is terminated by operation of law, any person relying in good faith on the authority of this document, without notice of such termination, shall be held harmless.

Agent shall not be liable for losses resulting from judgment errors made in good faith. However, Agent will be liable for breach of fiduciary duty, failure to act in good faith and/or willful misconduct, while acting under the authority of this Power of Attorney.

I may revoke this Power of Attorney at any time by providing written notice to my Agent.

Signed on 8/26/11 (date), at Wilmette (city), Illinois.

[Signature]  
Signature of Principal

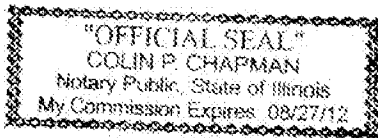
Witness Signature: [Signature]  
Name: ROBINSON BOWERS  
City: EVANSTON  
State: ILLINOIS

Witness Signature: [Signature]  
Name: TRACY E ANDERSON  
City: WILMETTE  
State: ILLINOIS

State of ILLINOIS

County of Cook ) ss

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2011, by [Signature] (name of Principal), who is personally known to me or who has produced [Signature] as identification.



[Signature]  
Signature of person taking acknowledgment (Notary Public)

Colin P. Chapman  
Name typed, printed, or stamped