

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheeling Service Supply, Inc.		05/01/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Vorteq Woodstock, LLC		
Street Address:	15920 Nelson Road		
City:	Woodstock		
State/Country:	ILLINOIS		
Postal Code:	60098		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0868989	PVS	
Registration Number:	1597159	P.V.S.	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	42872.00200		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/23/2018		
Total Attachments: 20			
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ASSET PURCHASE AGREEMENT

DATED AS OF

MAY 1, 2018

AMONG

WHEELING SERVICE SUPPLY, INC.,

VORTEQ WOODSTOCK, LLC,

AND

LARRY LARSON

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of May 1, 2018, is by and among WHEELING SERVICE SUPPLY, INC., an Illinois corporation (the “Company”), VORTEQ WOODSTOCK, LLC, a Wisconsin limited liability company (“Buyer”), and solely with respect to Section 7.9 and Section 11, Larry Larson (“Company Parent”).

WHEREAS, the Company desires to sell and transfer the Assets (as defined below) of the Company to Buyer, and Buyer desires to purchase the Assets from the Company, subject to the terms and conditions set forth in this Agreement.

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

SECTION 1. Defined Terms. The following terms have the meanings set forth below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Business” means the business of providing toll process and packaged sale coating, slitting and blanking of narrow-width aluminum and steel products, including the P.V.S. Products.

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

SECTION 2. Purchase and Sale of Assets; [REDACTED]

2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Company shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from the Company, all of the Company's right, title and interest in and to all of the assets, whether tangible or intangible, real or personal, used in, available for use in, relating to, or arising from the operation of the Business (but excluding the Excluded Assets), free and clear of all Liens, which shall include, without limitation, each of the following (collectively, the "Assets" or the "Purchased Assets"):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.1.7 The goodwill of the business, and all rights in and to the name "Wheeling Service Supply" and "P.V.S." and any variations thereof, and all other intangible assets of the Business;

2.1.8 All intellectual property owned or leased by the Company used in, held for use in or related to the Business (including the Company's goodwill therein), and all rights,

privileges, claims, causes of action and options relating or pertaining to the Business or the Assets, including, without limitation, (i) all rights of the Company under any trademark, service mark, trade dress, trade name, copyright or slogan relating to the Assets or the Business, whether registered or unregistered; (ii) all technologies, methods, data bases, trade secrets, know-how, manufacturing and other processes, inventions and other intellectual property associated with the Assets or under development for use in connection with the Assets or the Business; and (iii) all computer hardware, software (including documentation and related object and source codes), software licenses and peripherals and websites of the Company relating to or used in connection with the Assets or the Business (the “Intangible Personal Property”);

2.1.9 To the extent transferable, all Licenses and Permits (if any) that relate to the Assets, together with assignments thereof;

[REDACTED]

[REDACTED]

Without limiting the generality of the foregoing, the Purchased Assets shall include

[REDACTED]

(ii) all rights, claims and causes of action including, without limitation, all rights under express or implied warranties, representations and guarantees relating to the Assets or the Business; and (iii) all information, files, records, data, plans and recorded knowledge relating to any of the foregoing.

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the Company shall not sell, transfer, assign, convey and deliver to Buyer, and Buyer shall not purchase and accept from the Company, any right, title, or interest whatsoever in or to, or obligation for, any asset or property of any Person other than the Purchased Assets (collectively, the “Excluded Assets”). Without limiting the generality of the foregoing, Excluded Assets include, but are not limited to:

2.2.1 cash and cash equivalents of the Company, including any uncashed checks;

2.2.2 all Real Property (including the Real Property Existing Lease);

2.2.3 the Contracts set forth on Schedule 2.2.3 (the “Excluded Contracts”); and

2.2.4 all Company Plans and all assets attributable thereto.

[REDACTED]

REDACTED

5.5.4 Schedule 5.5.4 lists all the Intangible Personal Property owned by the Company that is the subject of an application, registration, filing or certificate filed with or issued by any state, government or other public authority, including, without limitation, the United States Patent and Trademark Office (“Registered Business Intellectual Property”). The Company either owns all right, title and interest in and to the Intangible Personal Property (“Owned Business Intellectual Property”), or has a valid and binding right under Contract or other right to use the Intangible Personal Property. No intellectual property other than the Intangible Personal Property is used in or necessary for the conduct of the Business as currently conducted. Except as set forth on Schedule 5.5.4, the Company has the exclusive right to use the Owned Business Intellectual Property. All Registered Business Intellectual Property is valid and in full force and effect, and all necessary maintenance, registration and renewal fees or other necessary actions have been taken for the purpose of maintaining the validity or effectiveness of such Registered Business Intellectual Property. The Company has taken commercially reasonable security measures to protect the secrecy, confidentiality and value of its trade secrets in respect of the Owned Business Intellectual Property. The Company is not, nor has it received any written notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default) under any Contract with respect to the Intangible Personal Property. The Owned Business Intellectual Property is not being infringed by any third Person. The Company has not made or received any written complaint, assertion, threat or allegation or other notice of any lawsuit, claim, demand, proceeding, action or investigation of any nature involving any intellectual property of any third Person in connection with the conduct of the Business. The Company has (i) taken all commercially reasonable measures to protect the Company’s rights in and to the Intangible Personal Property (including entering into confidentiality and intellectual property agreements with all officers, directors, employees, and other Persons with access to or contributions to such Intangible Personal Property), and (ii) required all employees, agents, consultants and contractors who have contributed to or participated in the development, improvement or modification of any Owned Business Intellectual Property to assign all of their rights therein to the Company. No Person has any basis for claiming any right, title or interest in and to any Owned Business Intellectual Property other than license rights granted by the Company, and no such claim is currently pending or has been threatened.

[REDACTED]

[REDACTED]

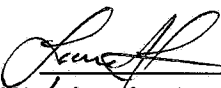
[REDACTED]

REDACTED

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal, with the intention of making it a sealed instrument, effective as of the date first above written.

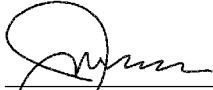
COMPANY:

WHEELING SERVICE SUPPLY, INC.,
an Illinois corporation

By: 
Name: LAWRENCE J. LARSON
Title: PRESIDENT

BUYER:

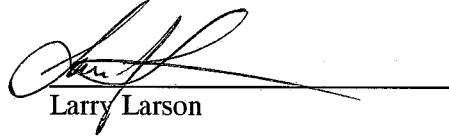
VORTEQ WOODSTOCK, LLC,
a Wisconsin limited liability company

By: 
Name: Jon Moeller
Title: Chief Financial Officer

COMPANY PARENT

(solely for purposes of Section 7.9 and Section 11):

LARRY LARSON



Larry Larson

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 006342 FRAME: 0051

REDACTED

DISCLOSURE SCHEDULE

WITH RESPECT TO THE

ASSET PURCHASE AGREEMENT

DATED AS OF

MAY 1, 2018

AMONG

WHEELING SERVICE SUPPLY, INC.,

VORTEQ WOODSTOCK, LLC,

AND

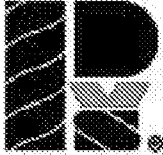
LARRY LARSON

REDACTED

Schedule 5.5.4

Intangible Personal Property

1. Company website: <http://www.wheelingservice.com>.
2. Logo:



3. Trademark:

Int. Cls.: 6 and 11

Prior U.S. Cls.: 14 and 34

Reg. No. 1,597,159

United States Patent and Trademark Office Registered May 21, 1998

TRADEMARK
PRINCIPAL REGISTER

F.V.S.

WHEELING SERVICE AND SUPPLY, INC. (IL-
LINKS CORPORATION)
P.O. BOX 189
1950 WELSON ROAD
WORTHINGTON, IL 60098

FOR: PLASTIC-COATED SHEET METAL
MATERIAL SOLD TO OTHERS FOR FABRICA-
TING INTO AIR DUCTS IN CLASS 6 (U.S. CL.
14).
FIRST USE 3-1-1988, IN COMMERCE
3-1-1988

FOR: AIR DUCTS MADE OF PLASTIC-
COATED METAL MATERIAL IN CLASS 11
(U.S. CL. 34)

FIRST USE 3-1-1988, IN COMMERCE
3-1-1988

OWNER OF U.S. REG. NOS. 840,476 AND
868,989.

SER. NO. 73-295421 FILED 4-24-1998

RAUL CORDOVA, EXAMINING ATTORNEY

REDACTED

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions of that certain Asset Purchase Agreement dated as of May 1, 2018 (the “*Asset Purchase Agreement*”) by and among Wheeling Service Supply, Inc., an Illinois corporation (the “*Company*”), Vorteq Woodstock, LLC, a Wisconsin limited liability company (“*Buyer*”), and Larry Larson, the Company hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to Buyer, its successors and assigns forever, all of the Company’s rights, titles, and interests, in, to and under the Purchased Assets pursuant to this bill of sale, dated as of May 1, 2018 (this “*Bill of Sale*”) and subject to the terms of the Asset Purchase Agreement, including Section 2.1 thereof, free and clear of all Liens, TO HAVE AND TO HOLD the Purchased Assets with all appurtenances thereto, for their use forever.

A. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

B. Notwithstanding anything to the contrary contained herein, none of the Excluded Assets shall be included in the Purchased Assets.

C. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D. This Bill of Sale is being executed solely pursuant to the Asset Purchase Agreement to give effect to the transactions contemplated by the Asset Purchase Agreement. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

E. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

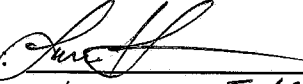
F. At any time or from time to time, at Buyer’s request and without further consideration (but without any requirement that the Company expend any out of pocket funds), the Company shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign the Purchased Assets to Buyer.

G. The provisions of Section 10 of the Asset Purchase Agreement are hereby incorporated into this Bill of Sale, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Bill of Sale is being executed and delivered by the Company as of the date first written above.

WHEELING SERVICE SUPPLY, INC.

By: 
Name: LAWRENCE J. LARSON
Title: PRESIDENT

[Signature Page to Bill of Sale]