

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470195

<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>
William S. Wells dba Museum Tools		08/30/2013	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MS Electronics LLC		
<b>Street Address:</b>	8005 W. 110th Street, Suite 208		
<b>City:</b>	Overland Park		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66210		
<b>Entity Type:</b>	Limited Liability Company: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2245869	SECRET SOUND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8169838080		
<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>	8169838000		
<b>Email:</b>	pto-kc@huschblackwell.com		
<b>Correspondent Name:</b>	Wade Kerrigan		
<b>Address Line 1:</b>	4801 Main Street, Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	9522-10211		
<b>NAME OF SUBMITTER:</b>	Wade Kerrigan		
<b>SIGNATURE:</b>	/Wade Kerrigan/		
<b>DATE SIGNED:</b>	04/17/2018		
<b>Total Attachments: 16</b>			
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of August, 2013, between Museum Tools, a California Sole Proprietorship, ("Company") and William Wells ("Stockholder") (Company and Stockholder are collectively called "Seller" in this Agreement), and MS Electronics LLC, a Kansas limited liability company, ("Buyer").

(A) Seller is the owner of a business that, among other things, manufactures, markets and distributes parabolic speakers.

(B) Stockholder is the sole shareholder and key executive of Seller.

(C) Buyer wishes to purchase from Seller and Stockholder, and Seller and Stockholder wish to sell to Buyer, the Acquired Assets (as hereinafter defined) on the terms and conditions herein provided.

In consideration of the mutual promises and agreements herein contained, Seller and Buyer agree as follows:

1. Assets Purchased and Sold.

Subject to the terms and conditions contained in this Agreement, on the Closing Date (as defined in Section 4 below) Seller and Stockholder agree to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller and Stockholder, free and clear of all liens and encumbrances, all of the assets, tangible or intangible, of every kind and nature owned or used by Seller in connection with the operation of the business of Company, together with the personal goodwill owned by Stockholder (together, the "Acquired Business") including without limitation:

(a) the assets reflected on the unaudited description sheet referred to in Section 6(b) provided to seller August 26, 2013, (the "Description of Business"), including the tangible assets identified on Exhibit A;

(b) all of Seller's rights under any agreements or contracts relating to the Acquired Business (the "Contracts") including, without limitation, the contracts identified on Exhibit B;

(c) all customer, supplier and other business and financial records pertaining to the Acquired Business, including written assembly instructions;

(d) the trade names Museum Tools, Secret Sound and all good will associated with those trade names and the Acquired Business;

(e) all intellectual property of the Company including, but not limited to, trademarks, patents, and copyrights all as identified on Exhibit C;

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(f) each and every asset not reflected in 1. (a) – (e) of whatever description or kind owned or used by Seller in connection with the Acquired Business;

All of the assets being acquired by Buyer pursuant to this Agreement are referred to collectively as the "Assets".

2. Purchase Price and Payment for Noncompetition Agreement.

(a) The purchase price for the Assets (the "Purchase Price") shall be the sum of [REDACTED]

(b) The Purchase Price shall be allocated and paid to or on behalf of the Seller as follows:

(i) The sum of [REDACTED] shall be withheld for a minimum of three (3) months after the Closing Date (the "Hold Back").

(ii) The balance of the Purchase Price in the amount of [REDACTED] shall be paid by Buyer to Seller at the Closing.

(c) The Purchase Price shall be allocated among the Assets as set forth on Exhibit F.

(d) At the Closing, Buyer shall pay to Shareholder the sum of [REDACTED] in consideration of Seller's Noncompetition Agreement contained in Section 13 of this Agreement.

(e) Seller agrees to assist in transitioning the business to MS Electronics, including providing vendor and customer contact information for notification of the change, and transferring or forwarding all phone calls and electronic communications related to Museum Tools.

3. Assumption of Liabilities.

(a) No obligations or liabilities of Seller will be assumed by Buyer.

4. Retained Liability.

Seller will retain all liabilities of any nature or kind arising in connection with their operation of the Company for any period prior to the Closing Date.

5. Closing Date.

The closing ("Closing") shall be at the office of MS Electronics, LLC. in Overland Park, KS, commencing at 8:30 a.m. on August 30th, 2013 or such other date, time and place as the parties mutually agrees (the "Closing Date").

6. Proration of Taxes.

Seller shall be responsible for and agrees to pay when due all sales and use taxes arising out of the transactions contemplated by this Agreement. All ad valorem taxes and assessments against or in respect of the Assets for the taxable period which includes the Closing Date shall be prorated between Seller and Buyer as of the Closing Date. In the event the amount of such taxes and assessments cannot be ascertained as of the Closing Date, proration shall be made on the basis of the preceding year and to the extent that such proration may be inaccurate, each party shall make such payment to the other after the tax statements have been received as may be necessary to allocate such taxes properly between Seller and Buyer as of the Closing Date. In each case, Seller shall pay such taxes and Buyer will reimburse Seller for Buyer's prorated amount promptly after receipt of a written request from Seller.

7. Representations and Warranties of Seller.

Seller represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date, each of which shall be unaffected by any investigation heretofore or hereafter made by Buyer and each of which shall survive the Closing and the transactions contemplated hereby:

(a) Organization; Authority. Company is a Company duly organized, validly existing and in good standing under the laws of the State of California. Company has the power to execute and deliver this Agreement and to carry out the transactions hereunder contemplated. This Agreement has been duly authorized, executed and delivered by the Company and the Stockholder and is valid, binding and enforceable against each of them in accordance with its terms. The execution, delivery and performance of this Agreement will not violate or breach any provision of the Articles of Company or Bylaws of Company, or any mortgage, trust indenture, lien, lease, agreement, instrument, order, judgment, law, statute, regulation, ordinance, decree or other restriction of any kind or character to which the Company or the Stockholder is subject.

(b) Financial Statements; No Adverse Change. The statements of profit and loss and source and application of funds for the fiscal years then ended and the related notes, if any, and the description of business inventory, tooling and intangibles provided August 26<sup>th</sup>, 2013, the unaudited statements of profit and loss (copies of which are all identified as Exhibit A hereto), present fairly the financial condition of Company as of their respective dates and the results of its operations for the respective periods then ended. Since January 1, 2009, the Acquired Business has been operated only in the usual and ordinary course of business consistent with past practices and there has not been any material adverse change in the financial condition, assets, liabilities, results of operation, business or prospects of Company, and there has been no occurrence, circumstance or combination thereof which might be reasonably expected to result in any such material adverse change before or after the Closing Date.

(c) Absence of Liabilities. Company has no liabilities of any kind, absolute or contingent, known or unknown (including without limitation tax liabilities), which have not been disclosed.

(d) Consents. Except as set forth on Exhibit G, no approval, order, license, consent, authorization or other action by, or filing with, any governmental or quasi-governmental authority or any third party is required in connection with the execution, delivery and

performance by Seller of Seller's obligations under this Agreement and the consummation of the transactions contemplated hereby.

(e) Compliance with Laws; Litigation. Company is not in violation of any law, rule, regulation or court order, local, state or federal, pertaining to the operation or conduct of the Acquired Business. There are no judgments, suits, actions, and investigations of proceedings pending or threatened in any court, governmental authority or private arbitration tribunal against either Sellers or their respective properties nor is there any basis for any of the foregoing.

(f) Licenses and Permits. Exhibit H hereto contains a list of all licenses and permits required for the operation of the Acquired Business as such business is now conducted. All such licenses and permits are assignable to Buyer unless otherwise stated on Exhibit H.

(g) Warranty Claims. Exhibit I hereto sets forth a summary of the product warranty claims experience of Company for the past six years and there are no product warranty claims in excess of that which would be reasonably expected based on past history.

(h) Title to Assets. Company has good and marketable title to all the Assets and all of the Assets will be transferred to Buyer at the Closing free of all liens, claims, encumbrances and restrictions whatsoever.

(i) No Other Obligation to Transfer. Seller has not made any other contract or understanding to sell or otherwise transfer the Assets or the Acquired Business.

(j) Condition of Assets. All equipment to be purchased hereunder is in good operating condition and repair, is suitable for the purposes used and is adequate and sufficient for all current operations of the Acquired Business in the usual and ordinary course and has been owned by Company and in its possession and control in California for the four consecutive months preceding the date of this Agreement. The Assets constitute all of the assets and rights necessary for the continuance of the Acquired Business as such business is now conducted and consistent with the past practices of Company.

(k) Employees. Seller has no employees.

(l) Collective Bargaining Agreements. Seller is not subject to any collective bargaining agreement and no union, or like organization has organized or is attempting to organize the employees of the Acquired Business and there are no pending, threatened or reasonably anticipated labor disputes or grievance proceedings relating to such employees.

(m) Contracts. Seller has no ongoing contract obligations related to the Company.

(n) Inventory; Accounts Receivable. All items of Company's inventory and related supplies being transferred to Buyer are of a quality and quantity usable and merchantable in the usual and ordinary course of business consistent with past practices. All of Company's accounts receivable have been received in the ordinary course of business.

(o) Material Suppliers and Customers. All material suppliers of Company in the last fiscal year and the volume invoiced during the prior fiscal year by each is set forth on Exhibit K, attached hereto (the "Material Suppliers"). All customers of Company in the last 10 fiscal years, and the percentage of the gross revenue of Company contributed by each is set forth on Exhibit L, attached hereto (the "Material Customers"). The relationships of Company with the Material Customers and the Material Suppliers are good commercial working relationships. No Material Customer or Material Supplier (i) has canceled or threatened to cancel or otherwise modify its relationship with Company, or (ii) intends to cancel or otherwise modify its relationship with Company. The acquisition of the Assets by Buyer will not adversely affect the relationship of Buyer (as successor to the operation of the Acquired Business) with any such Material Suppliers or Material Customers.

(p) Tax Returns; Other Reports. The Company has filed in true and correct form all federal, state, local and foreign tax returns and other reports required to be filed, and has timely paid all taxes and assessments which have become due and payable, whether or not so shown on any such return or report. Seller has received no notice of, nor does Seller have any knowledge of, any notice of deficiency or assessment or proposed deficiency or assessment from any taxing governmental authority. There are no audits pending with respect to Company and there are no outstanding agreements or waivers by or with respect to Company that extends the statutory period of limitations applicable to any federal, state, local, or foreign tax returns or taxes for any period. There are no determined tax deficiencies or proposed tax assessments against Company.

(q) Intellectual Property Matters. Company has not infringed any patent, copyright, trademark, or other proprietary or intellectual property right of any other person or received any notice of a claim of such infringement. Attached hereto as Exhibit C is a true and accurate list of all patents, copyrights, trademarks, trade names and service marks, both foreign and domestic, owned, possessed or used by Company, all of which are included in the Assets. Company owns and will transfer to Buyer the entire right, title and interest in all such patents, copyrights, trademarks, trade names and service marks. Seller has transferred, and is transferring to Buyer hereunder, the rights to use all data and information (including without limitation confidential information, trade secrets and know-how) necessary to permit the conduct by Buyer of the Acquired Business in the usual and ordinary course consistent with past practices of Company.

(r) Brokerage. Seller has hired or employed David Wiener in connection with the transactions contemplated by this Agreement, Seller shall be solely responsible for the payment of any broker compensation payable to this person.

(s) Environmental. There has been no storage, disposal, generation, manufacture, transportation, production or treatment of any hazardous waste, hazardous waste constituents, hazardous substances, toxic or polluting waste, oil, asbestos, polychlorinated biphenyls, or other polluting substances (collectively referred to as "Polluting Substances") at, upon or from any real property owned, leased or otherwise possessed (the "Real Property") in violation of any applicable law, rule, regulation, order, judgment, decree or permit ("Law") or which would require remedial action at a material cost or expense. The Company is and has been in compliance with all applicable federal, state and local environmental Laws, including

without limitation all record-keeping requirements, and no environmental regulatory governmental unit has served upon Seller any notice (a) of violation of any statute, rule or regulation, (b) of the potential responsibility of Company for clean-up or other liability at any site, or (c) of the need for any repair, remedy, construction, alteration or installation upon any premises owned, leased or used by Company in the Acquired Business or any change in the method of operating the Acquired Business. There has been no spill, discharge, leak, emission, escape, dumping or release of any kind onto the Real Property of any Polluting Substances which would require reporting under any applicable Law or require remedial action at a material cost or expense. There are no underground storage tanks located at or under the Real.

(t) Disclosure. No representation or warranty of Seller in this Agreement or in any certificate to be furnished by Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading. There is no fact which Seller has not disclosed in writing to Buyer which materially adversely affects, or may materially adversely affect, Company, the Acquired Business, its operations or prospects or the Assets.

8. Representation and Warranties of Buyer.

Buyer represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date, each of which shall be unaffected by an investigation heretofore or hereafter made by Seller and each of which shall survive the Closing and the transactions contemplated hereby:

(a) Buyer is a limited liability company duly organized and existing and in good standing under the laws of the State of Kansas and has the corporate power to execute and deliver this Agreement and to carry out the transactions hereunder contemplated. Buyer's execution and delivery of this Agreement and consummation of the transactions required hereby will not violate any provision of any mortgage, trust indenture, lien, lease, agreement, instrument, order, judgment, law, statute, regulation, ordinance, decree or other restriction of any kind or character to which Buyer is subject. This Agreement has been duly authorized, executed and delivered by Buyer and is valid, binding and enforceable against Buyer in accordance with its terms.

(b) No approval, order, license, consent, authorization or other action by, or filing with, any governmental or quasi-governmental authority or any third party is required in connection with the execution, delivery and performance by Buyer of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

9. Covenants.

(a) Full Access. Buyer and its authorized representatives shall have full access during normal business hours to all assets, books, records, contracts and documents of Company, and Seller shall furnish or cause to be furnished to Buyer and its authorized representations all information with respect to the affairs of Company as Buyer may reasonably request.



(b) Carry on in Regular Course. Seller covenants and agrees that with respect to the Acquired Business from the date hereof to the Closing Date (subject to written consent by Buyer to the contrary):

(i) Company will carry on the Acquired Business in the usual and ordinary course and consistent with past practices.

(ii) Company will not enter into any contract or commitment, modify any of the Contracts or engage in any transaction not in the usual and ordinary course of its business and consistent with past practices.

(iii) All tangible property of Company will be used, operated, maintained and repaired in a careful and efficient manner.

(iv) Seller will use its best efforts (without making any commitments on behalf of Buyer) to preserve the business organization of the Acquired Business intact, and to preserve for Buyer the present relationships with the suppliers and customers of Company and others having business relations with it.

(v) Company will duly comply with all applicable laws as may be required for the valid and effective sale and transfer of the Assets and the performance of all other acts and things contemplated by this Agreement.

(vi) Seller shall not sell or enter into any agreement to sell the Assets identified on Exhibit A.

(c) Obtain Consents. Seller will use its best efforts to obtain all required licenses, consents, approvals and authorizations by and make all filings with all governmental and quasi-governmental authorities and third parties. All such licenses, consents, approvals and authorizations shall be satisfactory in form and substance to Buyer, and, in the case of consents to assignment of the Contracts, shall include a statement by the other party to such Contract that the Contract is in full force and effect and that Seller is not in default under such Contract.

(d) Notification of Defaults. Seller shall promptly notify Buyer of any circumstance, event or action by either Seller or otherwise:

(i) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement; or

(ii) the existence, occurrence, or taking of which would result in any of the representations and warranties of Seller in this

Agreement not being true and correct when made or at the Closing, and, with respect to clause (ii), use their best efforts to remedy the same.

10. Conditions Precedent to Buyer's Obligation.

Each and every obligation of Buyer to be performed in connection with the Closing on the Closing Date shall be subject to the satisfaction of the following conditions:

(a) Accuracy of Representations and Warranties True as of the Closing Date. The representations and warranties made by Seller in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date.

(b) No Material Change. The condition (financial or otherwise), business, properties, assets or prospects of the Acquired Business shall not be adversely affected or threatened to be affected in any way since August 26<sup>th</sup>, 2013.

(c) Compliance with Agreement. Seller shall have performed and complied with all of its obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date.

(d) Certificate. Seller shall provide a certificate to Buyer signed by Stockholder and the President of Company certifying that the conditions set forth in paragraphs (a), (b) and (c) of this Section 10 have been fulfilled.

(e) Approvals and Consents. All required licenses, consents, approvals or authorizations by or filings with all governmental and quasi-governmental authorities and all third parties shall have been made or obtained.

(f) Instrument of Transfer. Seller shall have delivered or caused to be delivered to Buyer a bill of sale and assignment substantially in the form of the bill of sale and assignment attached hereto as Exhibit O and such other assignments and other instruments of transfer and conveyance, and take such other action as Buyer shall reasonably deem to be necessary or desirable to vest in Buyer all right, title and interest in and to the Assets of the Acquired Business.

(g) Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to Buyer and Buyer's counsel; and Seller shall have made available to Buyer for examination the originals or true and correct copies of all documents relating to the business and affairs of Seller which Buyer may reasonably request.

(h) Name Change. Company shall have changed its corporate name to a name which does not include the words "Museum Tools", "Secret Sound" or any words confusingly similar thereto.

(i) Buyer's Satisfaction with Due Diligence. Buyer shall have been satisfied, in its sole and absolute discretion, with the results of its investigation of the Acquired Business; provided, however, that this condition shall not apply unless Buyer provides written notice to Seller of its intention to terminate this Agreement under this paragraph no later than 30 days from the date of this Agreement. Buyer's failure to submit such notice shall in no way limit Seller's representations, warranties, and agreements contained in this Agreement.

(j) Legal Proceedings. There shall be in effect no legal requirement, and no judgment or order shall have been entered and not vacated by any court or governmental authority of competent jurisdiction in any litigation or proceeding which

(i) enjoins, restrains, makes illegal, or prohibits consummation of the transactions contemplated hereby, or

(ii) requires separation or divestiture by Buyer of all or any significant portion of the Assets after Closing, and there shall be no litigation or proceeding pending or threatened seeking, or which, if successful, would have the effect of any of the foregoing.

11. Conditions Precedent to Seller's Obligations.

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction of the following conditions:

(a) Representations and Warranties True as of the Closing Date. The representations and warranties made by Buyer in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date.

(b) Compliance with Agreement. Buyer shall have performed and complied with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

(c) Certificate. Buyer shall provide a certificate to Seller signed by the President of Buyer certifying that the conditions set forth in (a) and (b) of this Section 11 have been fulfilled.

12. Indemnification and Resolution of Disputes.

(a) Seller's Indemnification. Seller agrees to defend, indemnify and hold harmless Buyer against and in respect of any and all loss, liability and expense resulting from:

(i) All liabilities and obligations of any kind or nature relating to the Acquired Business arising out of the operations of the Acquired Business on and prior to the Closing Date, including warranty obligations with respect to goods or services sold prior to the Closing Date (whether or not disclosed to Buyer in this Agreement), and all acts, actions, omissions, events, facts or transactions of Stockholder, Company or their agents or representatives prior to or on the Closing Date;

(ii) The inaccuracy of any representation or breach of warranty or nonfulfillment of any obligation by Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer by Seller under this Agreement; and

(iii) Any and all actions, suits, proceedings, claims, demands, assessments, tax deficiencies, judgments, costs and expenses (including attorneys' fees) incident to any of the foregoing provisions.

(b) the Hold Back will be used as partial security to Buyer to satisfy Seller's indemnification and business transition obligations in the event of any indemnity claim by Buyer, the Hold Back period will be extended until a final resolution of any such claim, to the extent Buyer's claims exceed the Hold Back, Seller shall remain fully obligated for any such amount. Upon expiration of the Hold Back period, any amounts remaining shall be paid to Seller.

(c) Buyer's Indemnification. Buyer agrees to defend, indemnify and hold harmless Seller against and in respect of any and all loss, liability and expense resulting from:

(i) all liabilities and obligations of any kind or nature relating to the Acquired Business arising out of the operations of the Acquired Business after the Closing Date and all acts, actions, omissions, events, facts or transactions of Buyer or its agents or representatives after the Closing Date;

(ii) the inaccuracy of any representation or breach of warranty or nonfulfillment of any obligation by Buyer under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Seller by Buyer under this Agreement; and

(iii) any and all actions, suits, proceedings, claims, demands, assessments, tax deficiencies, judgments, costs and expenses (including attorneys' fees) incident to any of the foregoing provisions.

(c) Claims Procedure. Promptly after receipt by a party entitled to indemnification under this section (the "Indemnified Party") of written notice of the assertion or the commencement of any litigation with respect to any matter referred to in paragraphs (a) or (b) above, the Indemnified Party shall give written notice of such claim to the party from whom indemnification is sought (the "Indemnifying Party") and thereafter shall keep the Indemnifying Party reasonably informed with respect to that claim; provided, however, that failure of the Indemnified Party to give the Indemnifying Party notice as provided in this section shall not relieve the Indemnifying Party of its obligations hereunder. If any litigation is brought against the Indemnified Party, the Indemnifying Party shall be entitled to participate in such litigation, and at the request of the Indemnified Party, shall assume the defense thereof with counsel satisfactory to the Indemnified Party at the Indemnifying Party's sole expense. If the Indemnifying Party assumes the defense of any litigation, it shall not settle the litigation unless the settlement shall include, as an unconditional term thereof, the giving by the claimant or plaintiff of a release of the Indemnified Party, satisfactory to the Indemnified Party, from all liability with respect to such litigation.

(d) Bond Requirement. If, by reason of any claim of any third party relating to any of the matters subject to indemnification by Seller under 12(a) above, a lien, encumbrance, attachment, garnishment, or execution is placed or made upon any of the Assets or any properties or assets owned or leased by Buyer, in addition to any indemnity obligation of Seller under this section, Seller shall furnish a bond sufficient to obtain the prompt release thereof within five days of the receipt of notice of such claim.

13. Noncompetition Agreement of Seller, Consultation and Non-Hire.

Seller agrees that it will not for 5 years from the Closing Date, directly or indirectly, (a) engage in or become financially interested in any business in competition with the Acquired Business either as a principal, agent, manager, employee, partner, shareholder or otherwise, or have any interest, direct or indirect, in or perform services for any such business, in any geographic area where the Acquired Business has been operated or could be operated; (b) solicit for employment or hire any employees of Buyer or its affiliates; and (c) disclose to any person or use for their own benefit or for the benefit of any other person any confidential information of Company transferred to Buyer pursuant to this Agreement, including but not limited to price lists, pricing data, product information, processes, formulae, customer lists or similar matters relative to the Assets or the Acquired Business. Seller has carefully read and considered the restrictions set forth above and acknowledge that such restrictions are fair and reasonable. The parties agree that damages may be an inadequate remedy and Buyer shall be entitled to injunctive relief. If a final judicial determination is made that any provision of this Section constitutes an unreasonable or otherwise unenforceable restriction against Seller, Seller and Buyer agree that such provision shall be void only to the extent that such judicial determination finds such provision to be unreasonable or otherwise unenforceable and may be modified by such court to the extent necessary to make such provision enforceable. In addition to the foregoing, William S. Wells agrees that he will be available to Buyer to provide consultation services in connection with the Acquired Business from time to time at Buyer's request. Compensation for such service will be as agreed at the time of Buyer's request.

14. Termination.

(a) This Agreement may be terminated at any time prior to the Closing Date:

(i) by mutual consent of the parties hereto;

(ii) by the Buyer if any of the conditions of its obligations hereunder shall not have been satisfied at or prior to the Closing on the Closing Date and (if not satisfied) shall not have been waived by it;

(iii) by the Seller if any of the conditions of its obligations hereunder shall not have been satisfied at or prior to the Closing on the Closing Date and (if not satisfied) shall not have been waived by Seller;

(iv) by either party if the Closing has not occurred by Sept 6<sup>th</sup>, 2013, and the terminating party has not breached the terms of this Agreement.

(b) The right of termination hereof, as granted to the respective parties hereto under subparagraph (a) above, shall be in addition to, and not in lieu of, any other legal or equitable remedy which the terminating party may have for or in respect of any breach of any provisions of this Agreement or failure to satisfy a condition to his or its obligations hereunder by another party hereto.

(c) The Provisions of Sections 16(i) and 16(k) shall survive the termination of this Agreement.

15. Bulk Transfer Law.

The parties hereto each waive compliance by the others with the provisions of any statute of any state or jurisdiction regulating bulk sales or transfers which may be applicable to the sale of the Assets. Seller agrees that they will, so far as is practicable, apply as much of the Purchase Price they receive under this Agreement as may be necessary to pay Seller's liabilities which are then known to exist and to be due. Seller hereby jointly and severally agrees to indemnify and hold Buyer and its officers, directors, employees, agents, representatives, successors and assigns harmless from and against any and all losses, claims, damages, expenses and liabilities (including legal fees and expenses) to which Buyer may become subject pursuant to the bulk transfer provisions of the Uniform Commercial Code of any applicable state or any other applicable bulk transfer or sale statute with regard to the sale of the assets contemplated by this Agreement.

16. Miscellaneous.

(a) Notice. Any notices given under this Agreement shall be deemed to be effectively given when delivered personally or placed in the United States mail, postage prepaid, certified or registered mail, addressed, in the case of Seller, as follows:

[REDACTED]

and in the case of Buyer, as follows:

[REDACTED]

With a copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(b) Survival of Representations, Warranties, Covenants and Liabilities. The completion of the sale hereunder shall not terminate any of the covenants, representations, warranties or liabilities of the parties under this Agreement, and the same shall continue and survive the completion of said sale.

(c) Entire Agreement; Modifications. This Agreement supersedes all prior negotiations between the parties hereto and contains the entire understanding between them. It may be modified only by a writing duly executed by each of the parties hereto or their successors or assigns.

(d) Binding Effect and Counterparts. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. Buyer may assign this Agreement without the consent of Seller. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(e) Governing Law and Jurisdiction. This Agreement and all rights and obligations of the parties shall be governed, construed and interpreted under and pursuant to the laws of the State of Kansas, applicable to agreements made and to be performed entirely within such state. Each of the parties submits to the exclusive jurisdiction of any federal court sitting in Johnson County, Kansas in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in such court. In the event federal jurisdiction is unobtainable, the parties agree that any dispute will be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Each of the parties waives any defense of inconvenient forum to the maintenance

of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect to any such action or proceeding. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

(f) Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto and said Agreement shall be deemed to have been drafted by all the parties hereto, notwithstanding any presumptions at law to the contrary.

(g) Joint and Several Obligations. Any obligation, agreement, covenant, representation or warranty undertaken by Seller hereunder shall be deemed to be undertaken by Company and Stockholder jointly and severally, including, without limitation, the representations and warranties set forth in Section 7, the covenants set forth in Section 9, the indemnification set forth in Section 11 and the non-competition agreement set forth in Section 13.

(h) Further Assurances. Seller agrees that it will execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, consents and assurances and take such other actions as Buyer reasonably may require to more effectively convey, transfer to and vest in Buyer and to put Buyer in possession of the Assets.

(i) Expenses. Each of the parties shall pay its own expenses and the fees and expenses of its counsel, accountants, and other experts in connection with this Agreement.

(j) Waivers. No action taken pursuant to this Agreement, including the investigation, by or on behalf of Buyer, shall be deemed to constitute a waiver by the party taking the action of compliance with any representation, warranty, covenant or agreement herein. The waiver by any party of any condition or breach of a provision of this Agreement shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for the breach of this Agreement or any representations, warranties or covenants hereunder.

(k) Attorneys' Fees to Prevailing Party. The prevailing party in any litigation with respect to this Agreement or the transactions contemplated hereby shall be entitled to recover from the nonprevailing party its reasonable attorneys' fees and costs of litigation.

(l) Further Assurances. After the Closing, the parties, at the request of the other or others, shall promptly execute and deliver, or cause to be executed and delivered, any documents and instruments requested by the other or others in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other or others, as the other or others may deem necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the foregoing agreement has been executed and delivered as of the date first written above.



**Museum Tools**

By: W. Wells

Name: WILLIAM S. WELLS

Title: OWNER

William S. Wells

**MS Electronics ELC**

By: Chris E. Combat

Name: Chris E. Combat

Title: Pres

Exhibit C  
Intellectual Property

**U.S. Trademark Registration No.: 2,245,869 – Secret Sound**

**Trade Name Museum Tools**

**MuseumTools.com URL and website**