

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark Hoofman		06/29/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Outdoor Product Innovations, Inc.		
Street Address:	PO Box 1377		
City:	Elyria		
State/Country:	OHIO		
Postal Code:	44036		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4491667	OUTPOST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	231-722-5411		
Email:	Brian@parmenterlaw.com		
Correspondent Name:	Brian Leibrandt		
Address Line 1:	601 Terrace Street Suite 200		
Address Line 4:	Muskegon, MICHIGAN 49440		
NAME OF SUBMITTER:	Brian Leibrandt		
SIGNATURE:	/Brian Leibrandt/		
DATE SIGNED:	06/29/2018		
Total Attachments: 20			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of June _____, 2018, is by and among **Mark T. Hoofman** ("Seller") and **Outdoor Product Innovations, Inc.**, an Ohio corporation ("Buyer").

WHEREAS, Seller is engaged in a business making, distributing and selling a portable hanging animal feeder and replacement parts thereto, having a principal place of business at 1608 Creston Avenue, Muskegon, Michigan 49442, and a presence on the internet through a web site at outpostfeeder.com (such business hereinafter referred to as the "Business"); and

WHEREAS, subject to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell, and Buyer desires to purchase, those assets of Seller used in the conduct of the Business, both tangible and intangible, as further described herein and defined as the "Purchased Assets" hereunder; and

THEREFORE, in consideration of the mutual promises, covenants, conditions and undertakings hereinafter set forth, the parties agree as follows:

1. SALE OF ASSETS.

1.1 Assets to be Purchased by Buyer. At the Closing (as herein defined), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of any liens or other encumbrances, all right, title and interest of Seller in and to the assets, properties, goodwill and rights owned, held or used by Seller of every nature, kind and description, tangible and intangible, wheresoever located and whether or not carried or reflected on its books and records, relating to the operation and ownership of the Business, including but not limited to the following (except to the extent any item of the following is part of the Excluded Assets):

(a) all electronic mail addresses, internet domain names, web site content, other social media pages and/or accounts and the like associated with the Business, including but not limited to those listed in Schedule 1.1(a) and all passwords and similar access codes to manage such domain names, etc.;

(b) all trademarks, service marks, trade dress, logos, slogans, trade names, business names (including but not limited to the name "Outpost"), and all applications, registrations, and renewals in connection therewith including but not limited to those listed in Schedule 1.1(b);

(c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;

(d) all patents and all applications, registrations, and renewals in connection therewith in connection with the U.S. Design Patent listed in Schedule 1.1(b);

(e) all advertising and promotional materials including but not limited to tradeshow literature, product descriptions and assembly/use instructions, artwork, displays, photos and videos;

(f) all unsold inventory of products and parts, wherever located, as of the end of business on the Date of Closing;

(g) all molds, tools, equipment and supplies, whether new or used, that are used in the Business, including but not limited to the molds, tools and equipment listed on Schedule 1.1(g);

(h) all other proprietary rights and all copies and tangible embodiments thereof including all other rights of any kind, in connection with the Products listed in Schedule 1.1(h), such as but not limited to designs, bills of materials, drawings, product cost (the "Product Cost"), and all copies and tangible embodiments thereof;

(i) any and all retainers, prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees of any kind including but not limited to deposits made on orders for products and/or parts which have not been delivered; and

(j) all rights of Seller under the Assumed Contracts listed in Schedule 2.1 including any purchase orders issued and unfulfilled for the manufacturing of parts and/or assembly of inventory,

(all of the above being collectively the "Purchased Assets").

1.2 Excluded Assets. Anything in Section 1.1 to the contrary notwithstanding, the Purchased Assets shall not include any assets of Seller not specifically described in Section 1.1 (such assets to be referred to herein as "Excluded Assets"). Such assets shall include but are not limited to: any cash or cash equivalents of Seller; any accounts receivable of Seller existing as of the Closing Date; Seller's organizational documents, tax returns and other records having to do with the organization of Seller and its tax records; and all rights which accrue or will accrue to Seller under this Agreement.

2. ASSUMPTION OF LIABILITIES.

2.1 Liabilities Assumed by Buyer. Buyer shall assume only the obligations under the contracts listed in in Schedule 2.1 (the "Assumed Contracts") arising from or

attributable to any period of time after the Closing Date. Buyer specifically expects and Seller agrees to pay all obligations to any third parties arising from goods and services received by Seller prior to the Closing Date. Seller covenants to protect, indemnify, and defend Buyer from any liens or claims that might be asserted by any third party for unpaid amounts for goods and services rendered to Seller prior to the end of the day on the Closing Date.

*** ALL FUTURE WARRANTY CLAIMS TO BE RESPONSIBILITY OF BUYER.**

2.2 Liabilities Not Assumed by Buyer: Anything in this Agreement to the contrary notwithstanding, except as specifically provided in Section 2.1, Buyer shall not assume, or in any way be liable or responsible for any other liabilities or obligations of Seller (each such liability or obligation to sometimes be referred to herein as an "Excluded Liability" and all of them collectively as the "Excluded Liabilities"). The Excluded Liabilities include all amounts which may be owed by Seller to any bank or credit card company. Seller agrees to satisfy all such liabilities from its funds and to request any bank which has recorded a UCC Financing Statement to release such UCC Financing Statement.

3. PURCHASE PRICE; ROYALTY.

3.1 Purchase Price. Buyer will pay for the Purchased Assets hereof for an aggregate purchase price of One Hundred Thousand Dollars (\$100,000) plus an additional amount for any inventory of Product or replacement parts to be delivered at the Closing priced at Sellers cost (the aggregate amount being the "Purchase Price") in cash at Closing as defined below. The Purchase Price shall be allocated between and among the Purchased Assets as set forth in Schedule 3.1. The parties agree to use best efforts to coordinate their representatives for a physical inventory count of inventory and parts as soon as practical after the Closing Date. Seller agrees that it will maintain its standard sales approach and will not undertake special sales promotions or discounting of product pricing during the period of time beginning June 15, 2018 and ending with the Date of Closing.

4. CLOSING; CLOSING DATE.

4.1 The closing of the sale and purchase of the Purchased Assets contemplated hereby (the "Closing") shall take place on or about June _____, 2018, or at such other time or place as the parties may mutually agree (the "Closing Date"). Buyer shall be deemed to own the Purchased Assets at the close of business on the Closing Date.

4.2 Delivery of Documents at Closing:

- (a) Buyer shall deliver to Seller the following:
 - (i) The Purchase Price in accordance with Section 3.1;
 - (ii) Any necessary instruments by which Buyer assumes the Assumed Contracts;

(b) Seller shall deliver to Buyer the following in form and substance reasonably satisfactory to Buyer:

- (i) Bill of Sale for the Purchased Assets in a form reasonably acceptable to Buyer and any other documents reasonably required to convey the Purchased Assets to Buyer (copy attached as Schedule 4.2(b)(i));
- (ii) Assignment and Assumption Agreement with appropriate consents if required (copy attached as Schedule 4.2(b)(ii));
- (iii) Assignments of the Trademarks and the Patent as described in Schedule 1.1(b);
- (iv) Any other document reasonably required to convey the Purchased Assets to Buyer and implement the terms of this Agreement;
- (v) A summary of items to be delivered by Seller is attached as Schedule 4.2(b)(iv).

4.3 Delivery of Documents Post Closing. Seller shall deliver to Buyer, within ninety (90) days of the Closing, documentation that all accounts of Seller for payroll taxes, sales and use taxes, unemployment taxes, and workers compensation have either been terminated or cancelled or that the name on the account has been changed so as to no longer be reflected as connected to the Assets sold to Buyer.

4.4 Cooperation Post Closing. Seller shall cooperate in good faith with Buyer post-Closing to resolve any sales, warranty, or manufacturing issues that Buyer may encounter. Any telephone calls or other sales leads that Seller may receive post-Closing related to the Products shall be promptly forwarded to Buyer for its consideration. No consideration or compensation over and above the Purchase Price set forth above shall be due to Seller for its cooperation post-Closing.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Buyer to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Buyer as follows:

5.1 Ownership and Condition of Purchased Assets and Financial History of Business. Seller is the owner of the Purchased Assets and Seller has, or will have by the Closing Date, good and marketable title to all such Purchased Assets, free and clear of any security interests, liens or other encumbrances.

5.2 Litigation and Compliance with Laws. To the best of Seller's knowledge, Seller is currently in compliance, in all material respects, with all laws and

governmental rules and regulations, domestic and foreign, of a material nature, and all requirements of insurance carriers, applicable to the Business and the Purchased Assets.

5.3 Authority; No Violation. Seller has the full legal right, power and authority to execute and deliver this Agreement and to perform his obligations hereunder and thereunder. This Agreement and the transactions contemplated hereby and thereby have been duly authorized by Seller. This Agreement has been duly executed and delivered by Seller and is a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein (the "Contemplated Transactions") will not (i) violate, conflict with or result in the breach of any provision of the documents controlling the organization and governance of Seller; (ii) violate or result in the breach of any of the terms of any contract or other agreement to which Seller is a party or which is binding upon Seller; (iii) violate any order, writ, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon Seller or upon the assets or properties of Seller; (iv) violate any statute, law or regulation of any jurisdiction; or (v) contravene or constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of Seller relating to the Business or result in the creation or imposition of any lien or encumbrance on any Purchased Asset.

5.4 Actions and Proceedings. There are no actions, suits or claims or legal, administrative or arbitral proceedings or investigations pending, threatened against or involving Seller in connection with the operation of the Business which could, if decided adversely to Seller, have a material adverse effect upon the condition of the Business (financial or otherwise) or the Purchased Assets.

5.5 Contracts and Other Agreements. Each Assumed Contract is a valid and binding agreement of Seller and is in full force and effect, and neither Seller nor any other party thereto is in default in any material respect under the terms of any Assumed Contract. All payments required to be made under any of the Assumed Contracts due prior to the end of the day on the Closing Date (including any additional interest or late fees attributable to such period) have been paid. Seller shall pay all liabilities invoiced post-closing for goods or services rendered for the Business prior to the close of business on the Closing Date.

5.6 Tax Matters.

(a) Seller has timely filed all required tax returns and collected, withheld and remitted all taxes which Seller is required to collect, withhold and remit.

(b) Seller has paid, or will timely pay, all taxes payable by him attributable to any pre-Closing tax period which are required to be paid on or prior to the Closing Date, the non-payment of which would result in a lien on any Purchased Asset, would otherwise adversely affect the Business or would result in

Buyer becoming liable therefore.

(c) Seller is not subject to any pending investigation, audit, claim, assessment or proceeding relating to taxes. Seller has not received notice of any such action, and Seller does not know of any existing cause for such action.

6. **COVENANTS AND AGREEMENTS.** The parties covenant and agree as follows:

6.1 **Further Assurances.** Each of the parties hereto shall execute such documents and other papers and take such further actions as may be reasonably requested by any other party to carry out the provisions hereof and the Contemplated Transactions. Each party shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions to each other party's obligations hereunder.

6.2 **Enforceability.** Whenever the term "enforceable in accordance with its terms" or similar such language is used in this Agreement, it shall be subject to the exceptions for bankruptcy or similar laws and equitable considerations.

6.3 **Non-Competition.** Seller covenants and agrees that unless he has the prior written permission of Buyer, he will not directly or indirectly compete with Buyer in the sale of the Products listed in Schedule 1.1(h) and agrees that a breach of the Non-Compete Agreement shall constitute a breach of this Agreement.

7. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All of the terms, conditions, warranties, representations, covenants, indemnities and agreements contained in or made pursuant to this Agreement shall survive the Closing.

8. **INDEMNIFICATION.** From and after the Closing Date, Seller agrees to indemnify, defend and hold harmless Buyer, its affiliated entities, their successors and assigns and their respective Partners, directors, officers, members, agents, employees and other representatives and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and disbursements) (each a "Loss" and collectively, the "Losses") based upon, arising out of relating to, in any manner whatsoever, (a) any inaccuracy in any representation or warranty or any breach of any covenant of Seller contained in this Agreement or any certificate, schedule, statement, document or instrument furnished in connection with the negotiation, execution of this Agreement; (b) any Excluded Liability or (c) a breach of any covenant under this Agreement, including but not limited to a Breach of the Non-Compete Agreement.

9. **BROKER OR FINDER.** Buyer and Seller each hereby represent and warrant to the other that neither party has dealt with a broker or brokers in connection with this Agreement or any transactions provided for or referred to herein. Each party shall indemnify against and hold the other party harmless from all liabilities or claims arising from any other brokers or from any other third party claiming a fee or commission for services rendered on behalf of such party,

based on the Contemplated Transactions herein, including, without limitation, the cost of legal fees in connection therewith.

10. **EXPENSES.** The parties will each bear their own expenses, including fees and other costs of professional advisors with respect to the negotiation and consummation of the Contemplated Transactions.

11. **RISK OF LOSS.** Seller assumes all risk of destruction, loss or damage to the Purchased Assets due to fire, storm or other casualty up to the Closing.

12. **MISCELLANEOUS.**

12.1 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, or, if mailed, on first attempted delivery, as follows:

If to Buyer, to: **Outdoor Product Innovations, Inc.**
Attn: Daniel B. Reaser, Sr.
P.O. Box 1377
Elyria, Ohio 44036

With a copy to: **McCarthy, Lebit, Crystal & Liffman Co., L.P.A.**
Attn: E. Roger Stewart, Esq.
101 West Prospect Avenue, Suite 1800
Cleveland, Ohio 44115-1088

If to Seller, to: **Mark T. Hoofman**
1608 Creston Avenue
Muskegon, Michigan 49442

Any party may, by notice given in accordance with this Section to the other party, designate another address or person for receipt of notices hereunder.

12.2 **Entire Agreement.** This Agreement (including the Schedules hereto), contains the entire agreement between the parties with respect to the purchase of the Purchased Assets and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

12.3 **Waivers and Amendments.** This Agreement may be amended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto and, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or

privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

12.4 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to conflict of laws principles.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

12.6 Drafting. The language used in this Agreement shall not be construed against the drafter and shall be deemed to be the language chosen by the parties hereto to express their mutual participation and mutual intent in drafting such Agreement, and no rule of strict construction shall be applied against any party.

12.7 Counterparts. This Agreement may be executed by the parties hereto manually or by facsimile signature in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

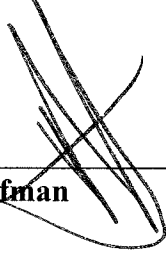
12.8 Schedules. Schedules are part of this Agreement as if set forth herein.

12.9 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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

SELLER:



Mark T. Hoofman

BUYER:

Outdoor Product Innovations, Inc.,
an Ohio corporation

 /s/ Daniel B. Reaser
By: Daniel B. Reaser, Sr., President

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SCHEDULE 1.1(a)

Domain Names

- www.outpostfeeder.com
- Any variations on the above
- Any social media pages or accounts, such as FaceBook, that belong to Seller and are used on the Business

SCHEDULE 1.1(b)

Trademarks and Patents.

Trademarks

Mark: OUTPOST (STANDARD CHARACTER MARK)
Serial No.: 85568249
Issue Date: April 9, 2013
First Use Date: None
First Use in Commerce Date: None
International Class: 007
Assignee: Outdoor Product Innovations, Inc.

Patent

U.S. App. No.: 29/451, 408
Filed: April 2, 2013
U.S. Patent No.: US D704,385 S
Date of Patent: May 6, 2014
Title: PORTABLE HANGING ANIMAL FEEDER
Assignee: Outdoor Product Innovations, Inc.

SCHEDULE 1.1(f)

Inventory of Products and Parts

1. All inventory of Portable Hanging Animal Feeder on hand as of the Closing.
2. All inventory of parts for the Portable Hanging Animal Feeder on hand as of the Closing.

SCHEDULE 1.1(g)

Molds, Tools and Equipment Used in the Business

1. All Molds for making Portable Hanging Animal Feeder.
2. Rotational Molding Tool.
3. Tools to produce spin unit.

SCHEDULE 1.1(h)

Products

The Portable Hanging Animal Feeder and related parts in use and/or for sale as of the Effective Date of this Agreement.

SCHEDULE 2.1

Contracts

1. The existing web hosting Agreement for Seller for the domain names listed in Schedule 1.1(a).
2. The existing contract with third party holding Seller's molds for the production of parts.

SCHEDULE 3.1

Allocation of Purchase Price
(subject to any adjustments under Section 3.1)

Molds, Tools and Assembly Equipment	\$ 90,000
Intellectual Property, including one Patent and one Trademark	<u>10,000</u>
Total Purchase Price before Inventory	\$ 100,000
Inventory	Quantities on Hand extended at Seller's Cost

SELLER:



Mark T. Hoofman

BUYER:

Outdoor Product Innovations, Inc.,
an Ohio corporation

By: Daniel B. Reaser, Sr., President

SCHEDULE 4.2(b)(i)

BILL OF SALE

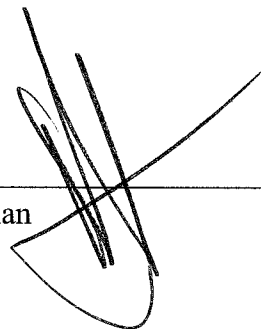
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Mark T. Hoofman** ("Seller") does hereby grant, bargain, transfer, sell, assign, convey and deliver to **Outdoor Product Innovations, Inc.**, an Ohio corporation ("Buyer"), all of his right, title and interest in and to the "Assets", as such term is defined in Section 1.1 of the Asset Purchase Agreement, dated as of June _____, 2018 (the "Purchase Agreement"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of June 18TH, 2018.

SELLER:

Mark T. Hoofman

A handwritten signature in black ink, appearing to read 'Mark T. Hoofman', is written over a horizontal line. The signature is stylized and somewhat scribbled.

SCHEDULE 4.2(b)(ii)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), effective as of June ~~18th~~, 2018 (the "Effective Date"), is by and between **Mark T. Hoofman** ("Seller") and **Outdoor Product Innovations, Inc.**, an Ohio corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of June ~~18th~~, 2018 (the "Asset Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume certain of Seller's duties and obligations under, the Assigned Contracts (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assumed Contracts detailed in Section 2.1 of the Asset Purchase Agreement. Buyer hereby accepts such assignment and assumes and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Contracts accruing after the Closing Date as defined below.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SELLER:



Mark T. Hoofman

BUYER:

Outdoor Product Innovations, Inc.,
an Ohio corporation

By: Daniel B. Reaser, Sr., President

SCHEDULE 4.2(b)(iv)

Summary of Items to be Delivered by Seller

1. All products, parts, molds, tools, supplies and equipment being transferred by Seller to Buyer.
2. A written document explaining in detail the current processes in a step-by-step manner as to how the parts are made, then assembled, and then prepared for shipment to customers.
3. A written document as to the current Product Cost of each Product which is the subject of this Agreement.
4. Copy of current Warranties provided to customers.
5. List and addresses of all present and past customers together with identification of the products purchased and date of shipment to the customers.
6. List and addresses of all present and past distributors of the products.
7. List and addresses of all present and past vendors for the Business (limited to past two years)
8. All access codes and passwords related to the domain names transferred to Buyer and names and contact information of any vendors providing services and maintenance to the Business in support of the website.
9. All advertising materials, bills of materials for products, and related business materials to enable product to be made have been delivered to Buyer.
10. All other items purchased per Section 1.1 delivered to Buyer.
11. Seller has delivered letters to those vendors listed on Schedule 2.1 as the assignment of their contract.
12. Seller has signed documents to file with USPTO transferring ownership of patents and trademarks listed on Schedule 1.1(b).
13. Bill of Sale as shown on Schedule 4.2(b)(i) signed and delivered to Buyer.
14. Assignment and Assumption Agreement as shown on Schedule 4.2(b)(ii) signed and delivered to Buyer.
15. Seller has paid all liabilities with banks and credit card companies and provided documentation of release of any UCC filings.
16. Seller has provided documentation that all accounts of Seller for payroll taxes, sales and use taxes, unemployment taxes, and workers compensation have either been terminated or cancelled or that the name on the account has been changed so as to no longer be reflected or connected to the trade names being transferred in this Sale.