

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481227

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900449121

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frigibar Industries, Inc.		03/16/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Frigibar, LLC
Street Address:	1632 NE 12th Terrace
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33305
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4741861	FRIGIBAR
Registration Number:	3260263	FRIGIBAR
Registration Number:	4766976	LECTRICICEMAN

CORRESPONDENCE DATA

Fax Number: 9545259501
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.
Phone: 3057577697
Email: info@frigibar.com
Correspondent Name: Frigibar, LLC
Address Line 1: 1632 NE 12th Terrace
Address Line 4: Fort Lauderdale, FLORIDA 33305

NAME OF SUBMITTER:	Shulamit Oletzky
SIGNATURE:	/Shulamit Oletzky/
DATE SIGNED:	07/10/2018

Total Attachments: 21

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ASSET SALE AND PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of February 27, 2018 (the "Effective Date"), by and between FRIGIBAR INDUSTRIES, INC., a Florida corporation, with an address at 3330 Fairchild Gardens Avenue, #32425, Palm Beach Gardens, Florida 33420 (the "Premises") (hereinafter referred to as "Seller"), and FRIGIBAR, LLC, a Florida limited liability company, with an address at 1632 Northeast 12th Terrace, Fort Lauderdale, FL 33305 (hereinafter referred to as "Purchaser"), each of which shall sometimes be referred to herein as "Party" or collectively as the "Parties". Shulamit Oletzky ("Oletzky") joins into this Agreement for the purpose of acknowledging the personal obligations imposed upon her by the terms contained herein.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in further consideration of the mutual promises, covenants, representations, warranties and agreements contained herein, the Parties agree:

1. THE ASSETS. Seller will sell to Purchaser and Purchaser will purchase from Seller, subject to the terms and conditions of this Agreement, the following:

A. All equipment, which includes supplies, materials, fixtures, specialty molds and all other tangible property used in connection with Seller's business of manufacturing quality marine refrigeration products and marketing them throughout the continental United States as well as internationally (the "Business") currently stored in two (2) 53' rental storage trailers #2215 and #2355 located at Doerrs Trailers 829 Benoist Farms Road, West Palm Beach, Florida 33411, including but not limited to those items as are described on Schedule 1A attached hereto

B. The Seller's URL, websites, social media accounts, intangible personal property contained in the two (2) 53' rental storage trailers #2215 and #2355 and/or used in connection with the Business, as are described on Schedule 1B attached hereto.

C. Seller's interest in the telephone number, telephone directory listings, and customer lists related to the Business as are specifically assumed by Purchaser, as are described on Schedule 1C attached hereto.

D. All goodwill related to the Business, together with all rights to all customer lists, and present customers of the Business and all contracts with, and information pertaining to them, including but not limited to the trade name "Frigibar", which customer list and existing contracts relating thereto are attached to and/or described on Schedule 1D attached hereto.

E. Physical Inventory of Seller existing as of the Closing Date as are described on Schedule 1A attached hereto.

Items A through E above are hereafter collectively referred to as the "Assets". The Assets shall not include any cash or accounts receivable of Seller as of the Closing Date. The Assets consisting of tangible personal property shall be sold by Seller to Purchaser in their "as-is" condition as of the Closing Date.

2. PURCHASER'S INSPECTION. Purchaser has inspected the Assets and has thus waived his right to an inspection of same. Purchaser accepts the Assets "As Is."

3. PURCHASE PRICE. The total purchase price to be paid by Purchaser to Seller for all of the Assets (hereinafter referred to as the "Purchase Price") is \$20,000 plus royalties, as described below. The Purchase Price and the net amount due from Purchaser at the Closing, is calculated as follows:

\$20,000.00 for molds, intellectual property, trademarks, drawings, website(s), social media pages and fixed assets such as office and shop tools, machinery and physical inventory.

3.5% of all net sales of Frigibar, LLC for five (5) years shall be paid by Purchaser to Seller quarterly as royalty. For the purposes of this provision, the term "net sales" shall be gross sales less any discounts granted to the customer. Purchaser shall provide to Seller a summary of its calculation of net sales on a quarterly basis with each payment. Seller shall be permitted to conduct an unannounced audit of all royalties owed once per year. Seller shall be entitled in its sole and exclusive discretion to assign its rights under this provision. This provision shall survive the Closing.

\$20,000.00 Net Purchase Price due to Seller at Closing.

Any allocation of the Purchase Price for tax allocation purposes is set forth on the attached Exhibit "A".

It is understood that the purchase price is being paid by credit card. \$15,000.00 is to be paid to Frigibar Industries, Inc. in accordance with its credit card instructions while \$5,000.00 is to be paid to Kelley & Fulton, P.L. in accordance with its credit card instructions to cover current and past attorneys' fees and costs.

4. CLOSING. The Closing on the sale and purchase of the Assets shall take place at the offices of Kelley & Fulton, P.L., 1665 Palm Beach Lakes, Blvd., Suite 1000, West Palm Beach, FL 33401, on or before Tuesday, February 23rd, 2018 or at such other time or place as the Parties may agree (hereinafter, the "Closing Date").

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. To induce Purchaser to enter into this Agreement and to purchase the Assets, Seller represents, warrants and covenants to and with Purchaser as follows:

A. At the Closing, Seller will have and will convey, transfer, and assign to Purchaser good and indefeasible title to the Assets, free and clear of any mortgages, liens, encumbrances, leases, tenancies, license agreements, chattel mortgages, conditional sales agreements, security interest, covenants, conditions, restrictions, judgments, and any other matters affecting Seller's title.

B. As of the Closing Date, there will not be any action, suit or proceeding pending, or to the knowledge of the Seller, threatened against or affecting the Assets or any portion thereof, or relating to or arising out of the ownership, management, or operation of the Assets of the Business, in any court or before or by any federal,

C. There are no actions, suits, or proceedings pending or, to the knowledge of the Seller, threatened against the Seller which, if determined adversely to the Seller, would have a material adverse effect on the Assets or on the Seller.

D. Seller has full power to enter into this Agreement and to consummate the sale provided herein and by joining into this Agreement, Shulamit Oletzky represents that she is the sole shareholder of Seller.

E. No authorization, consent, approval, or exemption of any governmental body or regulatory authority is or was required in connection with the execution and delivery by Seller of this Agreement.

F. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not constitute a breach of or default under any agreement to which Seller is a party or result in a lien on any of its assets.

G. All Federal and State and other tax returns and reports of Seller required by law to be filed have been duly filed, and all taxes, assessments, fees and other governmental charges upon Seller or upon any of its properties, assets, income or franchises, which are due and payable, have been paid. Seller shall file its 2017 Federal income tax return in a timely manner.

H. Seller knows of no violations of any laws, codes or regulations insofar as the Business, Assets are concerned.

I. There are no copyright, trademark or patent infringements with respect to the name, "Frigibar", or any of the other Assets.

J. Except as set forth on Schedule 1C, there are no advertising or service contracts and/or agreements affecting the Assets or the Business that will be binding upon Purchaser after the Closing Date.

K. The customer list of Seller, is attached hereto in Schedule 1D, accurately reflects the list of all customers of the Seller as of the Effective Date of this Agreement. Seller agrees to provide to Purchaser a letter to the customers notifying them of the sale and introducing them to the new owners.

L. Except as otherwise noted on Schedule 1D, none of the written agreements between Seller and the customers listed in Schedule 1D prohibit or require consent as a condition to assignment of such agreements to Purchaser, and Purchaser shall exercise commercially reasonable efforts to effect assignments of such agreements or obtain such consents to the extent necessary.

M. Seller shall cooperate with Purchaser in obtaining any third-party consents that may be required in connection with the assignment to Purchaser of any contracts identified herein which Purchaser elects to assume.

N. Seller and Oletzky shall execute the Non-Competition and Non-Solicitation Agreement in the form attached hereto as Exhibit B.

All representations and warranties of Seller shall be true as of the Effective Date hereof and the Closing Date and shall survive Closing for a period of one (1) year. Subject to paragraph 8 below, if any representation or warranty that is true on the date hereof is not true at closing, Seller may update such representation or warranty by a certificate delivered at Closing.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER.
To induce Seller to enter into this Agreement and to sell the Business, Purchaser represents, warrants and covenants as follows:

A. At the Closing, Purchaser shall deliver that portion of the Purchase Price then payable.

B. Purchaser has full power and authority to enter into this Agreement and to consummate the sale provided herein.

C. No authorization, consent, approval, or exemption of any governmental body or regulatory authority is or was required in connection with the execution and delivery by Purchaser of this Agreement.

D. Purchaser shall cooperate with Seller in obtaining any third-party consents required in connection with the assignment to Purchaser of any contracts which Purchaser elects to assume.

E. Purchaser is responsible for any and all costs to transport and unloading of contents in the two (2) 53' rental storage trailers #2215 and #2355. Delivery and pick up of the trailers to be performed by Good Greek Moving and Storage, 1333 N. Jog Road #103, West Palm Beach, Florida 33213, Phone: 561-683-1313.

All representations and warranties of Purchaser shall be true as of the date hereof and the Closing Date and shall survive Closing for a period of one (1) year. Subject to paragraph 7, if any representation or warranty of Purchaser that is true on the date hereof is not true at closing, Purchaser may update such representation or warranty by a certificate delivered at Closing.

7. CONDITIONS PRECEDENT TO PERFORMANCE OF PURCHASER'S OBLIGATIONS. The obligation of Purchaser hereunder to purchase the Assets from Seller is subject to the satisfaction of each of the following conditions (any of which may be waived, in writing, in whole or in part by Purchaser at or prior to the Closing Date) and in the event any of such conditions are not satisfied or waived, this Agreement may be terminated at Purchaser's option:

A. All of the representations and warranties of Seller set forth in this Agreement shall be true at and as of the Closing Date in all material respects, as though such representations and warranties were made at, and as of the Closing Date. If, pursuant to paragraph 5 hereof, Seller delivers a certificate at Closing updating Seller's representations and warranties and such certificate contains changes from the representations and warranties of Seller as are contained in paragraph 5 which are material and adverse to Purchaser, then the condition set forth in this paragraph 7A shall not be deemed to be satisfied, however, in such event Seller shall not be deemed to have defaulted under this Agreement by reason of such changes, provided that all representations and warranties of Seller were true and correct in all material respects when made.

B. Seller shall have delivered, performed, observed, and complied with, all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed, and complied with by it prior to, or as of, the Closing Date.

C. True and correct copies of any contracts listed on Schedule 1D shall have been delivered to Purchaser and shall be satisfactory to Purchaser in its reasonable discretion. There shall be no material defaults under any of such contracts.

8. CONDITIONS PRECEDENT TO PERFORMANCE OF SELLER'S OBLIGATIONS. The obligation of Seller hereunder to sell the Assets to Purchaser is subject to the satisfaction of each of the following conditions (any one of which may be waived, in writing, in whole or in part by Seller at or prior to the Closing Date) and in the event any of such conditions are not satisfied or waived, this Agreement may be terminated at Seller's option:

A. All of the representations and warranties of Purchaser set forth in this Agreement shall be true at and as of the Closing Date in all material respects, as though such representations and warranties were made at, and as of the Closing Date. If, pursuant to paragraph 6 hereof, Purchaser delivers a certificate at Closing updating Purchaser's representations and warranties and such certificate contains

changes from the representations and warranties of Seller as are contained in paragraph 6 which are material and adverse to Purchaser, then the condition set forth in this paragraph 8A shall not be deemed to be satisfied, however, in such event Purchaser shall not be deemed to have defaulted under this Agreement by reason of such changes, provided that all representations and warranties of Purchaser were true and correct in all material respects when made.

B. Purchaser shall have delivered, performed, observed, and complied with, all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed, and complied with by it prior to, or as of, the Closing Date.

9. INSTRUMENTS OF CONVEYANCE. At the Closing Date, Seller shall deliver to the Purchaser such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance that transfer title to the Assets to Purchaser in a form reasonably satisfactory to the Purchaser and which contain full warranties of title, as shall be effective to vest in the Purchaser good, absolute, and marketable title to the Assets being transferred to the Purchaser hereunder, free and clear of all liens, charges and encumbrances and restrictions whatsoever, except as specified herein. Purchaser's attorney shall be responsible for the preparation of the instruments of conveyance and other documents necessary to close this transaction. All such documents shall be subject to the approval of Seller, such approval not to be unreasonably withheld or delayed.

10. PRORATIONS. The following items shall be prorated between Seller and Purchaser on a daily basis as of 12:01 a.m. Eastern Time on the Closing Date the following:

A. All personal property taxes levied or assessed against any of the Assets for the current tax year based on the most recent tax bill (with an agreement to reprorate when the actual taxes for the year of Closing Date become known).

Seller shall pay and be responsible for all costs and expenses of the Business (except the items to be prorated pursuant to this paragraph) incurred prior to the Closing Date or applicable to any period prior to the Closing Date.

11. CLOSING DATE COSTS. Seller shall pay any and all costs, taxes and expenses necessary to transfer the Assets. Each party shall pay its own attorneys' fees.

12. MUTUAL/INDEMNITY.

A. Indemnity by Seller. Except as otherwise expressly provided in this Agreement, Seller shall indemnify and hold Purchaser and the property of Purchaser, including the Assets, free and harmless from any and all claims, losses, damages, injuries and liabilities including reasonable attorneys' fees, arising from or in connection with (i) Seller's breach of this Agreement, including Seller's breach of the representations, warranties and covenants set forth in paragraph 5 hereof and (ii) Seller's ownership

of the Assets and Seller's operation of the Business, including without limitation, obligations under any lease, employment agreements or other contracts, tort claims and taxes, relating to the operations of the Business prior to the Closing Date; except that on and after the Closing Date, the Purchaser shall be solely responsible for all warranty claims made by customers.

B. Indemnity by Purchaser. Except as otherwise expressly provided in this Agreement, Purchaser shall indemnify and hold Seller free and harmless from any and all claims, losses, damages, injuries and liabilities including reasonable attorneys' fees, arising from or in connection with (i) Purchaser's breach of this Agreement, including Purchaser's breach of the representations, warranties and covenants set forth in paragraph 6 hereof and (ii) Purchaser's ownership of the Assets and Purchaser's operation of the Business post-Closing, including without limitation, obligations under any lease, employment agreements or other contracts, tort claims and taxes, relating to the operations of the Business after the Closing Date.

13. CONTRACT WORK IN PROCESS. At Closing Seller shall assign to Purchaser Seller's existing ongoing contract with Chand (the Coast Guard contract), which contract \$64,756.80 of which remains to be billed and paid. Seller shall also provide all to Purchaser all pending invoices for this account. Purchaser acknowledges that it needs to obtain its own CAGE code to properly process the foregoing contract. Seller will work with the Purchaser as a pass-through agent while it obtains its CAGE code for thirty (30) calendar days, or until such time prior to the expiration of the thirty (30) calendar days Purchaser obtains its own CAGE code unless otherwise agreed to by the parties. Purchaser shall complete all remaining work to be performed under said contract during calendar year 2018 in accordance with the terms of the contract and Purchaser shall bill for and be entitled to collect payment for all work thereunder performed by Purchaser.

14. DESTRUCTION OR DAMAGE PRIOR TO CLOSING. Seller shall bear all risk of loss, destruction or damage to the Assets, or any portion thereof, from any and all causes whatsoever until the Closing. If at any time prior to the Closing, any material portion of the Assets is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give notice thereof to Purchaser. In such event, Purchaser, at its option, may terminate its obligations under this Agreement or proceed to Closing, in which case Purchaser shall receive a credit against the cash due at Closing in an amount sufficient to replace the damaged or destroyed items.

15. DEFAULT/REMEDIES. If any party hereto shall default in the performance of its obligations hereunder, or if any representation or warranty of any party hereto shall be untrue when made or at Closing, in any material respect, the other party or Parties may bring an action for appropriate relief at law or in equity in the courts of the State of Florida in and for Palm Beach County. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default of this Agreement unless it fails to cure such alleged default within ten (10) days of its receipt of written notice of such default from the other party.

16. NOTICES. All notices, requests, and other communications under this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested or by professional courier, addressed as follows:

If intended to Seller or Oletzky:
Frigibar Industries, Inc.
3330 Fairchild Gardens Avenue, #32425
Palm Beach Gardens, Florida 33420
Attention: Shulamit Oletzky

If intended to Purchaser:
Frigibar, LLC
1632 Northeast 12th Terrace
Fort Lauderdale, Florida 33305
Attention: Seann Pavlik

17. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. EXECUTION, COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, the parties further acknowledge and agree that notwithstanding any law or presumption to the contrary, it is the express intention of the parties hereto that an electronic or telefaxed signature of any party or of any witness on this Agreement shall be deemed valid and binding as if the same were an original ink signature of such party or witness on this Agreement and shall be admissible in any proceeding by either party against the other as if the same were an original ink signature on this Agreement.

19. BROKERAGE. Seller and Purchaser each represent and warrant one to the other, that they have dealt with no broker, finder or similar individual or entity in connection with this transaction. Seller hereby agrees to hold Purchaser free and harmless from all brokerage or similar claims made by any entity claiming through or as a result of dealings with Seller. Purchaser hereby agrees to hold Seller free and harmless from all brokerage or similar claims made by any entity claiming through or as a result of dealings with Purchaser.

20. SEVERABILITY. In the event of the invalidity of any provision hereof, same shall be deemed stricken from this Agreement, which shall continue in full force and effect as if the offending provision were never a part hereof.

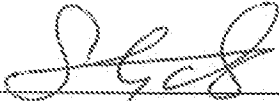
21. ATTORNEYS' FEES. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and including such costs, expenses and fees incurred on appeals of such litigation.

22. CANON OF CONSTRUCTION. The Parties agree that this Agreement was prepared jointly by each of them and shall be construed on a parity as between the Parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this instrument.

(Signatures on following page)

SELLER:


FRIGIBAR INDUSTRIES, INC., a Florida corporation

By: 
Shulamit Oletzky, President

Dated: 02/27/18

PURCHASER:

FRIGIBAR, LLC, a Florida limited liability company

By: 
~~Managing Partner~~

Dated: 02/27/18

EXHIBIT "A"

ALLOCATION OF PURCHASE PRICE FOR TAX PURPOSES

The parties have agreed not to allocate the purchase price.

SCHEDULE 1A

All equipment, furniture, supplies, materials, fixtures, molds, all other tangible property and specific inventory of Seller existing as of the date of this Bill of Sale, as are used in connection with Seller's Business, including the chopper gun system and the gel coat system and otherwise including but not limited to the following:

SEE ATTACHED

Note: The assets of Seller are being sold to Purchaser in their "as is" condition and shall not include any cash or accounts receivable of Seller as of the date of this Bill of Sale.

CUSTOMER CONTRACTS INCLUDED IN SALE:

1. CHAND — Four Sale Orders for 2018 delivery; per Paragraph 3 of Agreement.

SCHEDULE 1A

TRADEMARK
REEL: 006409 FRAME: 0433

SCHEDULE 1B

Seller's URL, websites, social media accounts, intangible personal property used in connection with the Business, including but not limited to the following:

Email Address: Frigibar1@gmail.com, plus those associated with Frigibar.com

Website: Frigibar.com; registrar Network Solutions, hosted @ Charternet web Solutions.

Social Media: Facebook Business Page, Instagram Account, Twitter Account, LinkedIn Company Page, Google Account associated with frigibar1@gmail.com

SCHEDULE 1B

TRADEMARK
REEL: 006409 FRAME: 0434

SCHEDULE 1C

Seller's interest in telephone number, telephone directory listings, advertising contracts, service contracts, warranties, guaranties and bonds relating to the Business specifically assumed by Purchaser, in writing, including but not limited to:

1. 305-757-7697

SCHEDULE 1C

TRADEMARK
REEL: 006409 FRAME: 0435

SCHEDULE 1D

All goodwill related to the Business, together with all rights to all customer lists, present customers of the Business and all contracts with (to the extent Purchaser specifically assumes them in writing) and information and records pertaining to them, including but not limited to the trade name "Frigibar".

More specifically, Lectriciceman (USPTO Serial No. 86218495 Registration No. 4766976); Frigibar (word mark)(USPTO Serial No. 86218487 Registration No. 4741861); Frigibar (logo)(USPTO Serial No. 78775013 Registration No. 3260263).

SCHEDULE 1D

TRADEMARK
REEL: 006409 FRAME: 0436

EXHIBIT "B"

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT is made and entered into effective this ____ day of February, 2018 by SHULAMIT OLETZKY, whose address is 1203 12th Lane, Palm Beach Gardens, FL 33418, hereinafter referred to as "OLETZKY"; and FRIGIBAR INDUSTRIES, INC., a Florida corporation, whose address is 3330 Fairchild Gardens Ave, #32425, Palm Beach Gardens, FL 33420, hereinafter referred to as "FII"; and FRIGIBAR, LLC, a Florida Limited Liability Company, which has its principal place of business at 1632 NE 12th Terrace, Fort Lauderdale, FL 33305, hereinafter referred to as "COMPANY".

WITNESSETH:

WHEREAS, OLETZKY is the sole stockholder and President of FII; and

WHEREAS, FII has previously entered into an agreement with COMPANY to sell its Business Assets to COMPANY, and as part of such sale, FII and OLETZKY agree to refrain from competition with COMPANY;

WHEREAS, FII, OLETZKY and COMPANY each acknowledge the need for such protection in favor of COMPANY; and

WHEREAS, COMPANY desires to remain free from competition in its Business from FII and OLETZKY as contemplated hereunder; and

WHEREAS, FII and OLETZKY each acknowledge that they have each received specific and acceptable consideration from COMPANY, for their respective obligations to COMPANY hereunder; and

WHEREAS, the parties desire to set forth in writing the terms of such non-compete and non-solicitation restrictive covenants in order to supersede all prior agreements and representations with respect thereto, whether oral or written.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by each party, together with the covenants and conditions contained herein, the parties hereto agree as follows:

1. RECITALS. The forgoing recitals are true and correct and form a part of the agreement herein.

2. NON-COMPETITION AND NON-SOLICITATION AGREEMENTS.

TRADEMARK

REEL: 006409 FRAME: 0438

A. COVENANT NOT TO COMPETE. FII and OLETZKY each agree to not compete with the Business of COMPANY for five (5) consecutive, uninterrupted years from the effective date hereof (the "Applicable Period"). FII and OLETZKY agree that they will not jointly or severally, directly or indirectly engage in any services performed by the COMPANY's of the Closing Date or the sale of any products marketed and sold by COMPANY as of the Closing Date, as set forth herein and specifically described as the business of manufacturing marine freezers and marine refrigeration systems, including the components thereof used to build said marine refrigeration systems, and also marine non-refrigerated fiber glass storage boxes, all solely made for use in marine vessels and or marine environment throughout the continental United States, or engage in any such business which is in competition with COMPANY, its successors and assigns, for such Applicable Period within the "Geographic Area". The Geographic Area shall be all of the continental United States, whether such business emanates from inside or outside the Geographic Area. Such five (5) year Applicable Period shall be consecutive and uninterrupted. The parties further agree and acknowledge that a material part of the bargain of this Agreement is a consecutive uninterrupted five (5) year period for COMPANY to be free from the competition addressed in this Subparagraph A and requires strict compliance herewith by FII and OLETZKY. The parties further acknowledge that, to the extent any employment relationship exists between OLETZKY and COMPANY, such services shall not be considered to be a violation of this Paragraph 2. Furthermore, FII and OLETZKY sale of the existing inventory that is not being acquired by Purchaser, shall not services shall not be considered to be a violation of this Paragraph 2, or any other provisions this Agreement.

B. COVENANT NOT TO SOLICIT CUSTOMERS OR PERSONNEL FROM COMPANY. FII and OLETZKY each hereby expressly covenant and agree, that at no time during the term of this Agreement, for the Applicable Period, will they, for themselves or on behalf of any person, persons, firms, partnerships, corporations or companies, call upon any customer with which COMPANY has at any time during the term hereof provided services to for the purposes of soliciting or selling or providing to any of said persons or entities any similar services, products or processes as are provided by COMPANY (as limited in Paragraph 2A above); nor will they in any way, directly or indirectly for themselves or on behalf of or in conjunction with any other person, persons, firm, partnership, corporation or companies solicit or divert or take away, whether successful or merely by attempt, any such contracts with COMPANY for the Applicable Period, nor will they solicit any of COMPANY's personnel for employment in the Geographic Area for the Applicable Period, subject to the limitations and other provisions in Paragraph 2A above.

C. INJUNCTIVE RELIEF. A breach, or threatened breach, of any portion of this Paragraph 2 shall entitle COMPANY to injunctive relief, as well as any damages caused to COMPANY by either of FII and/or OLETZKY's breach or threatened breach of this Paragraph 2.

3. FLORIDA LAW and VENUE. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and pursuant to the laws of the State of Florida, and in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern

to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. The parties agree that the appropriate venue for any and all suits and special proceedings arising out of, in connection with, or by reason of this Agreement, shall be solely the appropriate state court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida, Fifteenth Judicial Circuit.

4. **INTEGRATION, WAIVER AND SEVERABILITY.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth. It is agreed that this Agreement supersedes all prior agreements, arrangements, or representations between the parties, whether written or oral as to the agreements set forth herein. All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

5. **REMEDIES:** In the event of any alleged dispute, breach, or default under the terms of this Agreement by either party, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees incurred in connection with enforcement of any term or provision of this Agreement, whether or not in connection with any legal action or arbitration or other proceeding, and such right shall be in addition to any other remedies or damages to which the prevailing party may be entitled.

6. **BENEFIT AND ASSIGNABILITY:** This Agreement shall bind FII and OLETZKY, and shall also bind COMPANY and its successors and assigns. This Agreement shall not be assignable by FII and OLETZKY.

7. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail, return receipt requested, or Federal Express or similar courier service, to the address of the intended recipient used herein, such addresses set forth are presumed to be the respective address of the parties, unless a party is otherwise noticed of a change of address, in writing, in conformity with this Agreement.

8. **CAPTIONS.** The captions appearing in this Agreement are inserted as a matter of convenience and for reference and in no way affect this Agreement, define, limit, or describe its scope, intent, or any of its provisions.

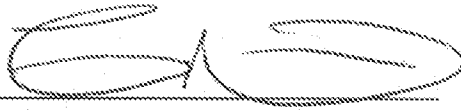
9. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original of this Agreement.

10. **NO PRESUMPTION.** This Agreement shall be treated as being created equally by both parties and no presumption of construction of any terms shall be treated as if prepared by one party.

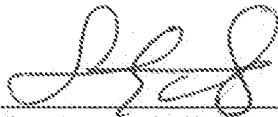
IN WITNESS WHEREOF, the parties hereto have set their hands and seal to this Agreement effective this 27 day of February, 2018.

WITNESSES:

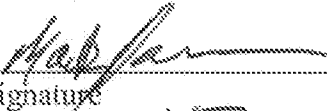
SHULAMIT OLETZKY/FRIGIBAR INDUSTRIES, INC.:



Signature
ERIC WEISS
Print Name



Shulamit Oletzky, individually and as President of Frigibar Industries, Inc., a Florida corporation

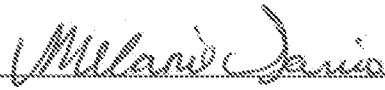


Signature
MARK JOHNSON
Print Name

State of Florida
County of Palm Beach

The forgoing instrument was acknowledged before me this 27 day of February, 2018 by Shulamit Oletzky, individually and as President of Frigibar Industries, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification.

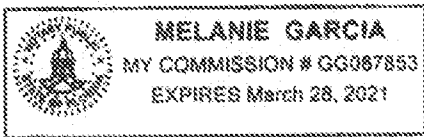
[Notary Seal]



Notary Public

Printed Name: Melanie Garcia

My Commission Expires: 03/28/21



COMPANY:

FRIGIBAR, LLC, a Florida Limited Liability Company

[Signature]

Signature

ERIC WEISS

Print Name

[Signature]

Signature

MARK JOHANSEN

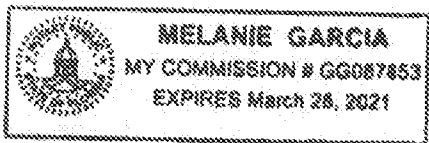
Print Name

By: [Signature]
Its: Managing Partner

State of Florida
County of Palm Beach

The forgoing instrument was acknowledged before me this 27 day of February, 2018 by SEAN RAVIN, as Managing Partner of Frigibar, LLC, a Florida Limited Liability Company on. He is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]

Notary Public

Printed Name: Melanie Garcia

My Commission Expire 03/28/21