

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487419

<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>
Nine Lives, Inc.		10/16/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phillips & Temro Industries, Inc.		
<b>Street Address:</b>	9700 West 74th Street		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Corporation: NORTH DAKOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1898068	WOLVERINE	
<b>Registration Number:</b>	3821635	WOLVERINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486410270		
<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>	(248) 641-1600		
<b>Email:</b>	mailroom@hdp.com		
<b>Correspondent Name:</b>	G. Gregory Schivley / Geoffrey D. Aurini		
<b>Address Line 1:</b>	5445 Corporate Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>NAME OF SUBMITTER:</b>	Geoffrey D. Aurini		
<b>SIGNATURE:</b>	/gda/		
<b>DATE SIGNED:</b>	08/24/2018		
<b>Total Attachments: 10</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of October 16, 2017, is entered into by and among Phillips & Temro Industries, Inc., a North Dakota corporation (the "Buyer"), Nine Lives, Inc. d/b/a Wolverine Engine Heaters, a Washington corporation (the "Seller"), Kevin Frank, Lloyd Megenity, Ben Sartin, Ron Frank, Larry Brader, Pete Sartin, and Tom Gilmore (the foregoing, collectively, the "Shareholders").

### RECITALS

WHEREAS, the Seller is engaged in the business of marketing and sales of engine heaters and related products (the "Business");

WHEREAS, the Seller and Shareholders desire to sell to the Buyer, and the Buyer desires to purchase from the Seller and the Shareholders, the assets described on Schedule 1 attached hereto and made a part hereof (the "Purchased Assets");

WHEREAS, the Shareholders own all of the issued and outstanding shares of the Seller and will directly benefit from the consummation of the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants which are to be made and performed by the respective parties, the parties hereto hereby agree as follows with the intent to be legally bound:

### ARTICLE I

#### SALE AND PURCHASE OF ASSETS

##### Section 1.1 The Purchase and Sale.

(a) Upon the terms and subject to all of the conditions set forth herein, and pursuant and subject to the Bill of Sale, Assignment and Assumption Agreement by and among the Buyer, Seller and the Shareholders (the "Bill of Sale," and together with the Escrow Agreement, each a "Transaction Document"), on the Closing Date (hereinafter defined), for good and valuable consideration, the Seller and Shareholders agree to sell, assign, transfer, set over, convey unto and deliver to the Buyer, as of the close of business on the Closing Date, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever, all of the Buyer's right, title and interest in and to and possession of all of the Purchased Assets.

(b) The Purchased Assets shall not include the assets and properties designated on Schedule 1 as 'Excluded Assets' (collectively, the "Excluded Assets").

#### Section 4.8 Intellectual Property.

The Seller either owns, licenses or has the right to use the patents, trademarks, service marks, trade names, registered or unregistered copyrights and registered or unregistered Internet domain names, trade secrets or any other intellectual property rights (collectively "Intellectual Property") that are required to conduct the Business as now conducted without conflict with the rights of others and such Intellectual Property (including applications for any of the foregoing) is included in the Purchased Assets. The consummation of the transactions contemplated herein will not alter or impair any such rights. Neither the Seller nor any Shareholder has received any written or other notice or claim of infringement or any claim challenging or questioning the validity or effectiveness of any of the items of Intellectual Property.

#### Section 4.9 Contracts and Commitments.

Each of the contracts listed on Schedule 2 hereto (the "Assigned Contracts") is a valid and binding obligation of the Seller and, to the knowledge of the Seller, the other party or parties thereto, enforceable in accordance with its term. Neither Seller nor any other party to any Assigned Contract has failed to perform in any material respects its obligations required to be performed under any Assigned Contract or is in receipt of any written claim of violation or default under any Assigned Contract, and to the knowledge of the Seller and the Shareholders, there exists no event, condition or occurrence that, after notice or lapse of time, or both, would constitute such a default by the Seller or any other party to any such Assigned Contract. The Seller has delivered to the Buyer a true and complete copy of each of the Assigned Contracts.

#### Section 4.10 Customers.

The Seller has provided the Buyer with a true and correct list of the ten (10) largest (by dollar volume) of the Seller's customers for the twenty-four (24) months ending August 30, 2017. Since December 31, 2016 and prior to closing, to the best of Seller's knowledge, there has been no termination of any of the ten (10) largest (by dollar) customers.

#### Section 4.11 Product Liability and Product Warranty; Purchased Inventory Warranty.

(a) To the best of Seller's knowledge, there is not now and there has never been a pattern of defects in the design or manufacturing of any product ("Product") distributed or sold by the Seller or its employees or agents. To the best of Seller's knowledge, each Product has been designed, manufactured, packaged and labeled in compliance, in all respects, with all applicable laws and regulations and all engineering, industrial and other codes and standards applicable thereto and the Seller has not received notice of any alleged noncompliance with any such law, regulation, code or standard.

(b) To the best of Seller's knowledge, each Product has been in conformity in all material respects with all applicable contractual commitments and all express and implied warranties. No Product sold or delivered by the Seller or its employees or agents is subject to any guaranty, warranty or other indemnity which differs in any respect from the standard terms and conditions of such sale which are set forth on Schedule 4.

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

BUYER:

PHILLIP TEMRO INDUSTRIES, INC., INC.

By: \_\_\_\_\_

Name: THOMAS M. MOSEY

Title: PRESIDENT

SELLER:

NINE LIVES, INC.

D/B/A: WOLVERINE ENGINE HEATERS

By: \_\_\_\_\_

Name: Kevin Frank

Title: President

SHAREHOLDERS:

\_\_\_\_\_  
Kevin Frank

\_\_\_\_\_  
Lloyd Megenity

\_\_\_\_\_  
Ben Sartin

\_\_\_\_\_  
Ron Frank

\_\_\_\_\_  
Larry Brader

\_\_\_\_\_  
Pete Sartin

\_\_\_\_\_  
Tom Gilmore

[Signature Page To Wolverine Asset Purchase Agreement]

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

**BUYER:**  
PHILLIP & TEMRO INDUSTRIES, INC., INC.

By: \_\_\_\_\_  
Name: Brandon Bezzant  
Title:

**SELLER:**  
NINE LIVES, INC.  
D/B/A: WOLVERINE ENGINE HEATERS

By: Kevin L Frank  
Name: Kevin Frank  
Title: President

**SHAREHOLDERS:**  
Kevin L Frank  
Kevin Frank  
Lloyd Megarity  
Lloyd Megarity  
Ben Sartin  
Ben Sartin

\_\_\_\_\_  
Ron Frank

\_\_\_\_\_  
Larry Brader

\_\_\_\_\_  
Pete Sartin

\_\_\_\_\_  
Tom Gilmore

[Signature Page To Wolverine Asset Purchase Agreement]

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

BUYER:

PHILLIP & TEMRO INDUSTRIES, INC., INC.

By: \_\_\_\_\_

Name: Brandon Bezzant

Title:

SELLER:

NINE LIVES, INC.

D/B/A: WOLVERINE ENGINE HEATERS

By: Kevin L. Frank

Name: Kevin Frank

Title: President

SHAREHOLDERS:

Kevin L. Frank

Kevin Frank

Lloyd Megenity

Lloyd Megenity

Ben Sartin

Ron Frank

Ron Frank

\_\_\_\_\_  
Larry Brader

\_\_\_\_\_  
Pete Sartin

\_\_\_\_\_  
Tom Gilmore

[Signature Page To Wolverine Asset Purchase Agreement]

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TRADEMARK

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

BUYER  
PHILLIP & TEMRO INDUSTRIES, INC., INC

By: \_\_\_\_\_  
Name: Brandon Bezzant  
Title:

SELLER  
NINE LIVES, INC  
D/B/A: WOLVERINE ENGINE HEATERS

By: \_\_\_\_\_  
Name: Kevin Frank  
Title: President

WITNESSES:

For Buyer: \_\_\_\_\_  
*Brandon Bezzant*  
Title: \_\_\_\_\_

For Seller: \_\_\_\_\_

For Buyer: \_\_\_\_\_  
*[Signature]*  
Title: \_\_\_\_\_

For Seller: \_\_\_\_\_

For Buyer: \_\_\_\_\_

[Signature Page to Accompany Asset Purchase Agreement]

SELLER AND BUYER



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

BUYER:  
PHILLIP & TEMRO INDUSTRIES, INC., INC.

By: \_\_\_\_\_  
Name: Brandon Bezzant  
Title:

SELLER:  
NINE LIVES, INC.  
D/B/A: WOLVERINE ENGINE HEATERS

By: Kevin L. Frank  
Name: Kevin Frank  
Title: President

SHAREHOLDERS:  
Kevin L. Frank  
Kevin Frank  
Lloyd Megarity  
Lloyd Megarity

\_\_\_\_\_  
Ben Sartin

\_\_\_\_\_  
Ron Frank

\_\_\_\_\_  
Larry Brader  
Pete Sartin  
Pete Sartin

\_\_\_\_\_  
Tom Gilmore


[Signature Page To Wolverine Asset Purchase Agreement]

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

**BUYER:**  
PHILLIP & TOMBO INDUSTRIES INC., INC.

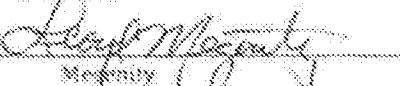
By: \_\_\_\_\_  
Name: Brandon Bezzant  
Title: \_\_\_\_\_

**SELLER:**  
NINE LIVES, INC.  
D/B/A: WOLVERINE ENGINE HEATERS

By:  \_\_\_\_\_  
Name: Kevin Frank  
Title: President

**SHAREHOLDERS**

 \_\_\_\_\_  
Kevin Frank

 \_\_\_\_\_  
Magarity

\_\_\_\_\_  
Ben Sartus

\_\_\_\_\_  
Ron Frank

\_\_\_\_\_  
Larry Hader

\_\_\_\_\_  
Pete Sartin

 \_\_\_\_\_  
Tom Gilman

## SCHEDULE 1

### Purchased Assets:

All business and operating assets including the following:

1. All accounts receivable of the Seller as of the Closing Date.
2. All intellectual property and all goodwill as a going concern and all other intangible properties relating to the operation of the Business, including (i) the 'Wolverine Heaters' brand name, logo, website, URLs, including [www.wolverineheater.com](http://www.wolverineheater.com), and other marketing materials and content, and (ii) all product designs, concepts, drawings, prototypes, bills of materials, ideas, patents, trademarks, trade secrets, certifications, registrations and other intellectual property related to electric heaters.
3. All materials and related equipment of any kind used in the Business, including supplies, packaging, shipping containers and other materials and equipment necessary for packaging and order fulfillment.
4. All machinery, furniture, furnishings, equipment, fixtures, tooling, inventory, parts and components, and other items of tangible personal property held for or used in connection with the Business.
5. All systems, software, hardware, and other technology owned and all rights under any technology that is licensed by the Seller or the Shareholders and used in connection with the Business.
6. All of the Seller's rights under the agreements listed in Schedule 2.
7. All licenses, registrations, permits, and other authorizations issued by any governmental authority or any agency or subdivision thereof and used or useful in the operation of the Business, to the extent the same are assignable.
8. All catalogs, brochures, literature, forms, mailing lists, art work, photographs and advertising and promotional material, in whatever form or media, used in connection with the Business.
9. All files and records relating to the operation of the business and the condition of Purchased Assets, including customer, distributor and vendor lists and records, and accounting and financial records of the Business.
10. All rights to use the names "Nine Lives, Inc." and "Wolverine Engine Heaters" and any other trade names or trademarks previously used by the Seller in connection with the Business and any logo or mark, whether or not registered, used by the Seller in connection with the Business.
11. Customer deposits.

**The following items are Excluded Assets:**

1. Cash and cash equivalents
2. Minute books and stock ledger.