

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514062

<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>
LOFA Industries, Inc.		03/31/2015	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOFA Industries, LLC		
<b>Street Address:</b>	250 Hembree Park Drive		
<b>Internal Address:</b>	Suite 122		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30076		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2605985	ALUFLEX	
<b>Registration Number:</b>	3415287	CANPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024202201		
<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>	202-420-2200		
<b>Email:</b>	MWood@BlankRome.com, AWeaver@BlankRome.com		
<b>Correspondent Name:</b>	Blank Rome LLP		
<b>Address Line 1:</b>	1825 Eye Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	155278-00102		
<b>NAME OF SUBMITTER:</b>	Megan R. Wood		
<b>SIGNATURE:</b>	/Megan R. Wood/		
<b>DATE SIGNED:</b>	03/13/2019		
<b>Total Attachments: 21</b>			
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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is dated as of March 31, 2015 (the "Effective Date"), by and among LOFA INDUSTRIES, INC., a corporation incorporated under the laws of Georgia ("Corp" or the "Company"), LOFA INDUSTRIES, LLC, a limited liability company formed under the laws of Delaware (the "LLC"), and PETER HERBRAND ("Herbrand"). Except as otherwise indicated herein, capitalized terms used herein are defined in Section 6 hereof.

WHEREAS Corp wishes to contribute the Contributed Assets to the LLC and, in consideration therefor, the LLC wishes to assume all of the Assumed Liabilities and to issue to Corp 1,000 Units of the LLC (the "Units") having the rights and preferences set forth with respect thereto in the Limited Liability Company Operating Agreement of the LLC dated March 12, 2015, a copy of which is attached as Exhibit A (the "LLC Agreement"), which represent all of the issued and outstanding membership interests or other equity securities of the LLC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

### **SECTION 1. Contribution.**

1.1 Contribution. Corp agrees to contribute, or otherwise to convey, assign, transfer and deliver ("Transfer") to the LLC, as of the date hereof, all of the properties, assets, and rights of Corp associated with the Business, whether tangible or intangible, real or personal, but excluding the Excluded Assets (the "Contributed Assets"), and the LLC agrees to issue and deliver to Corp the Units. The Contributed Assets include, without limitation, all of the right, title, and interest of Corp in and to the following as and to the extent the same are used in, held for use in connection with or otherwise useful in the Business as it is presently conducted or contemplated to be conducted:

(i) all raw materials, manufactured and purchased goods, work-in-process orders that are open at the time of the Closing (less any amount received by Corp prior to the Closing), finished goods, consigned goods, inventories of whatever kind, and related supplies, parts, packaging materials, and other materials, accessories and all Contracts related thereto;

(ii) the tangible assets owned or leased by Corp as of the date hereof;

(iii) all Intellectual Property, including without limitation the items listed on Schedule 1.1(iii), along with all income, royalties, damages, and payments due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof or other conflicts therewith), the right to sue and recover for past, present or future infringements and misappropriations thereof or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, in each case together with all books, records, drawings, specifications, applications, or other indicia or tangible embodiments thereof, and in each case together with goodwill associated therewith;

(iv) all accounts receivable and all collateral security and guarantees of any kind given by any Person which arise from or relate to products sold or services rendered in connection with the Business prior to the date hereof, whether or not invoices relating thereto have been issued;

(v) all leased real property used in the Business, including without limitation the properties listed on Schedule I.1(v), and all leaseholds or other interests in all plants, buildings, and other improvements located on such leased property, and all easements, licenses, rights of way, permits, and all appurtenances to such leased property, including all appurtenant rights in and to public streets, whether or not vacated, and all security deposits associated with any of the same;

(vi) all of Corp's equity interest in RemoteIQ, LLC ("RemoteIQ") and all rights associated therewith;

(vii) all office supplies, computers and related equipment, telephones and related equipment, production supplies, spare parts, other miscellaneous supplies, and other tangible property of any kind wherever located;

(viii) all leasehold improvements and all owned or leased machinery, equipment (including all transportation and office equipment), fixtures, trade fixtures, tools, dies, and furniture wherever located;

(ix) all employees working primarily in the Business and all rights existing under related agreements evidencing such employment;

(x) all rights existing under contracts, leases, subleases, licenses, permits, supply and distribution arrangements, manufacturers' agreements, sales and purchase agreements and orders, consignment arrangements, warranties, consents, orders, registrations, privileges, memberships, certificates, approvals (including customer and third party approvals) or other similar rights and all other agreements, arrangements and understandings;

(xi) all claims, deposits, prepayments, warranties, guaranties, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature, other than those relating exclusively to the Excluded Liabilities;

(xii) the right to receive and retain mail and other communications and collections, including mail and communications from customers, suppliers, distributors, agents and others, which relate or pertain to the assets of the Business contributed to the LLC hereunder;

(xiii) all lists and records pertaining to customers, suppliers, distributors, personnel, and agents (past or current), and all other files, documents, correspondence, drawings, and specifications, computer programs and business records of every kind and nature, in each case whether evidenced in writing, electronically (including by computer) or otherwise;

(xiv) all right, title, and interest of Corp in the Business as a going concern, including its goodwill (if any) and all other intangible assets associated with the Business;

(xv) to the extent transferable, all franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from all Government Entities and other agencies, and the rights to all data and records held by such Government Entities or other agencies;

(xvi) all certifications, ratings, listings, and similar rights or benefits obtained from any customer or product certification organization;

(xvii) all books, records, ledgers, files, documents, correspondence, lists, studies and reports, all financial and operating information, financial and operating reports or accounting records relating to Corp and the Business (including copies of any Tax Returns), and other printed or written materials; and

(xviii) all other property owned by Corp, or as to which it has any right (irrespective of title), other than the Excluded Assets.

1.2 Excluded Assets. Notwithstanding Section 1.1, or anything to the contrary in this Agreement, the following assets of Corp (the "Excluded Assets") are expressly excluded from the contribution contemplated hereby and, as such, are not included in the Contributed Assets:

(a) any cash or cash equivalents and all bank accounts;

(b) any qualifications of Corp to do business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, the books and records of Corp relating to the existence and organization of Corp (provided that the LLC shall have the right to receive promptly complete and correct copies of any of the books and records of Corp that the LLC may request), taxpayer and other identification numbers, seals, minute books and transfer books;

(c) Corp's rights under or pursuant to this Agreement;

(d) Corp's right under or pursuant to the LOFA Industries, Inc. Stock Appreciation Rights Plan and any awards issued thereunder (collectively, the "SAR Plan");

(e) all claims related to the Excluded Assets or the Excluded Liabilities;

(f) all tax returns and related books and records (provided that the LLC shall have the right to receive copies of all such tax returns and books and records as it may reasonably request); and

(g) all claims for reimbursement or refund with respect to any Tax.

1.3 No Assignment in Certain Circumstances.

(a) Notwithstanding anything else contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to sell, convey, assign, transfer, or deliver any interest in any instrument, commitment, contract, lease, permit, sales or purchase order or other agreement or arrangement or any claim, right, or benefit arising thereunder or resulting therefrom, if a sale, conveyance, assignment, transfer or delivery or an attempt to make such a sale, conveyance, assignment, transfer or delivery without the authorization, approval, consent or waiver of a third Person would constitute a breach or violation thereof or affect adversely the rights of the LLC thereunder.

(b) Any sale, conveyance, assignment, transfer or delivery to the LLC of any interest under any such instrument, commitment, contract, lease, permit or other agreement or arrangement that requires the authorization, approval, consent or waiver of a third Person shall be made subject to such authorization, approval, consent or waiver being obtained. Corp shall, following the date hereof, use its best efforts to obtain the consent of any party or parties to any such instruments, contracts, licenses, leases, commitments, sales orders, purchase orders or other agreements to the sale, conveyance, transfer, sublease or assignment thereof by Corp to the LLC or its designees hereunder in all cases in which such consent is required.

(c) If any such consent is not obtained, or if an attempted assignment would be ineffective or would affect the rights of Corp thereunder such that the LLC would, in fact, not receive all such rights, Corp shall perform such agreement for the account of the LLC or otherwise cooperate with the LLC in any arrangement necessary or desirable to provide for the LLC or its designees the benefits (including, to the extent possible, beneficial ownership) of any such agreement, including enforcement for the benefit of the LLC of any and all rights of Corp against the other party thereto arising out of the breach, termination or cancellation of such agreement by such other party or otherwise. Notwithstanding any provision of this Section 1.3, nothing herein shall be deemed to waive or excuse any obligation on the part of Corp, or any condition for the benefit of the LLC, to seek any necessary consents of any Person or entity to the assignment to the LLC of any of the Contributed Assets or any contract, license, lease, commitment, order or other agreement required to be assigned hereunder.

1.4 Assumed Liabilities. Subject to the terms and conditions hereof, as additional consideration for the receipt of the Contributed Assets, the LLC hereby agrees to assume and become responsible for, and to pay or cause to be paid or otherwise discharged, as they become due, the "Assumed Liabilities," which, for all purposes pursuant to this Agreement, means all Liabilities of Corp relating solely to the Business and the Contributed Assets (a) as reflected or reserved in the Latest Financial Statements or (b) incurred in the Ordinary Course of Business since the date of the Latest Financial Statements; but excluding in each of the aforementioned cases, any Excluded Liabilities (as defined in Section 1.5).

1.5 Excluded Liabilities. Notwithstanding Section 1.4, or anything to the contrary contained in this Agreement, the Assumed Liabilities shall not include, and the LLC will not assume or in any way become liable for, and Corp will retain and remain responsible for and pay in accordance with their terms, all Liabilities of Corp of any nature whatsoever other than the Assumed Liabilities, including the following Liabilities of Corp (the "Excluded Liabilities");

(a) all Liabilities for or in respect of Corp that are not associated with the Business;

(b) all Liabilities under or pursuant to this Agreement;

(c) all of Corp's Liabilities incident to or arising out of the negotiation, preparation, approval, or authorization of this Agreement and the other Transaction Agreements or the consummation (or preparation for the consummation) of the transactions contemplated hereby or thereby, including all of Corp's (i) attorneys' and accountants' fees and (ii) brokerage fees;

(d) all Liabilities of Corp arising out of the infringement, misappropriation or other conflict with the Intellectual Property of any Person;

(e) all Liabilities of Corp in respect of any action, suit, proceeding or arbitration by any Person or any investigation or audit by any Governmental Entity;

(f) all Liabilities of Corp (whether asserted before or after the date hereof) for any breach of a representation, warranty, or covenant, or for any claim for indemnification, contained in any (i) Lease, leases, or subleases of tangible personal property as to which Corp is the lessor, sublessor, lessee or sublessee (each, a "Personal Property Lease"), (ii) contract evidencing any indebtedness of Corp, (iii) agreements with, or with respect to, RemotelQ or (iv) contract relating to the Business agreed to be performed pursuant hereto by the LLC, to the extent that such breach or claim arises out of or by virtue of any of Corp's performance or nonperformance thereunder prior to the date hereof; it being understood that, as among the parties hereto, this subsection shall apply notwithstanding any provision which may be contained in any form of consent to the assignment of any such Lease, Personal Property Lease, contract evidencing indebtedness of Corp or contract relating to the Business which, by its terms, imposes such liabilities on the LLC and which assignment is accepted by the LLC notwithstanding the presence of such a provision, and that Corp's failure to discharge any such liability shall entitle the LLC to indemnification in accordance with the terms and conditions of Section 5.2;

(g) all Liabilities of Corp relating to Environmental and Health and Safety Requirements, including any Liabilities arising from or related to any violation thereof, or occurring, arising, or due to facts, circumstances, or conditions existing or actions taken or failed to be taken prior to the Closing Date;

(h) except for Liabilities related to accrued and unused paid time off and as otherwise provided in Section 4.5, all Liabilities of Corp related to, or arising from, or in connection with, Corp's past or present employees or independent contractors, including: (a) any Liability of Corp owing to any employee of Corp (1) pursuant to the SAR Plan, (2) for accrued bonuses or profit sharing (including, without limitation, all bonuses and profit sharing to be paid to employees and contractors of Corp for 2014 bonuses and profit sharing contribution), (3) for bonuses or other compensation payable as a result of the transactions contemplated by this Agreement, or (4) under any of the employment agreements entered into by Corp; and (b) any Liability to any employee on short term or long term disability as of the date hereof except to the extent covered by any insurance policy included in the Contributed Assets;

- (i) any Liability of Corp related to or arising from or in connection with the assets and rights that constitute the Excluded Assets;
- (j) any Liability related to the capital stock or equity value of Corp; and
- (k) any of the debts, liabilities, or obligations of any nature of any of Corp's Affiliates.

1.6 Characterization for Income Tax Purposes. Corp, Herbrand and the LLC intend that the transactions described in this Section 1 be treated, for federal income tax and relevant state and local income tax purposes, as a contribution of property in exchange for an interest in a partnership as described in Section 721(a) of the Code, and neither Corp, Herbrand nor the LLC shall take any position inconsistent with such treatment on any Tax Return or before any Taxing Authority.

## **SECTION 2. Representations and Warranties of the LLC.**

As a material inducement to Corp to enter into this Agreement and to contribute the Contributed Assets, the LLC hereby represents and warrants to Corp that:

2.1 Organization and Corporate Power. The LLC is a limited liability company duly organized and validly existing under the laws of Delaware. The LLC has all requisite power and authority to execute and deliver this Agreement and to perform its obligations thereunder.

2.2 Authorization: No Breach. This Agreement has been duly authorized by the LLC, and constitutes a valid and binding obligation of the LLC, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies. The execution and delivery by the LLC of this Agreement and the consummation of the transactions contemplated hereby does not (i) violate or conflict with the Certificate of Formation of the LLC or the LLC Agreement or (ii) constitute a material breach or default of or give rise to any third-party right of termination, suspension, cancellation, modification or acceleration under any material agreement, understanding or undertaking to which the LLC is a party or by which it is bound or give rise to any Lien on any of the Assets (except Permitted Liens) or (iii) constitute a material violation of any statute, law, ordinance, rule, regulation, judgment, decree, order or writ of any judicial, arbitral, public or governmental authority having jurisdiction over the LLC or any of the Contributed Assets.

### **2.3 Capitalization and Related Matters.**

(a) As of the date hereof, other than the Units to be issued to Corp pursuant to the terms of this Agreement, the LLC has no outstanding equity securities (including any options, warrants or other rights to acquire equity securities of the LLC).

(b) There are no statutory or contractual securityholders' preemptive rights or rights of first refusal with respect to the issuance of the Units. Assuming the accuracy of the representations and warranties of Corp set forth in Section 3 hereof, the LLC has not violated any applicable federal or state securities laws in connection with the offer, sale or issuance of



any of its equity securities, and the offer, sale and issuance of the Units hereunder does not require registration under the Securities Act or any applicable state securities laws. There are no agreements between the LLC's Unitholders with respect to the voting or transfer of the LLC's equity securities.

### **SECTION 3. Representations and Warranties of Corp and Herbrand.**

As a material inducement to the LLC to enter into this Agreement, to engage in the transactions contemplated hereby and to issue the Units on the terms of this Agreement, Corp and Herbrand hereby, jointly and severally, represent and warrant that:

3.1 Organization and Corporate Power. Corp is a corporation duly organized and validly existing under the laws of Georgia and is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. Corp has all requisite corporate power and authority and all material licenses, permits and authorizations necessary to carry out the transactions contemplated by this Agreement.

3.2 Authorization: No Breach. This Agreement and the LLC Agreement have been duly authorized by Corp and Herbrand, and constitute valid and binding obligations of each, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies. The execution and delivery by Corp and Herbrand of this Agreement and the consummation of the transactions contemplated hereby does not (i) violate or conflict with Corp's certificate of incorporation or bylaws or (ii) except as set forth on Schedule 3.2, constitute a material breach or default of or give rise to any third-party right of termination, suspension, cancellation, modification or acceleration under any material agreement, understanding or undertaking to which Corp or Herbrand is a party or by which it is bound or give rise to any Lien on any of the Contributed Assets or (iii) constitute a material violation of any statute, law, ordinance, rule, regulation, judgment, decree, order or writ of any judicial, arbitral, public or governmental authority having jurisdiction over Corp, Herbrand or any of the Contributed Assets.

3.3 Third Party Consents. Except as set forth on Schedule 3.3, neither Corp, nor Herbrand, nor the LLC needs to give any notice to, make any filing with, or obtain any consent, authorization or approval of, any Governmental Entity or any other party in order to Transfer any of the Contributed Assets to the LLC pursuant to the terms hereof and otherwise consummate the transactions contemplated hereby.

3.4 Compliance with Applicable Laws. Corp (i) has complied with, is in compliance with and has operated the Business and maintained the Contributed Assets in compliance with, all Applicable Laws except to the extent that any noncompliance would not be reasonably likely to have a Material Adverse Effect, and (ii) holds all permits, licenses, variances, exemption, orders, franchises and approvals of all Governmental Entities used or necessary for the lawful conduct of the Business (the "Permits"). Such Permits are valid and in full force and effect and no suspension or cancellation of any Permit is, to Corp's knowledge, threatened. As set forth on Schedule 3.4, each such Permit is not transferable. Corp is in compliance with the terms of the Permits, except where failure to be in compliance would not have a Material Adverse Effect. No

investigation or review by any Governmental Entity with respect to the Business is pending or, to the knowledge of Corp, threatened.

3.5 Absence of Litigation. Except as set forth on Schedule 3.5, here is no claim, action, suit, inquiry, proceeding, complaint, charge, hearing, grievance or arbitration pending or, to the knowledge of Corp, threatened against or involving Corp, whether at law or in equity, whether civil or criminal in nature or by or before any court, arbitrator or Governmental Entity, nor are there any investigations relating to the Business pending or, to the knowledge of Corp, threatened by or before any court, arbitrator or any Governmental Entity. No judgment, writ, decree, injunction, order, compliance agreement or settlement agreement of or with any Governmental Entity or arbitrator has been entered or is pending with respect to or involving the Business.

3.6 Intellectual Property. All issuances, registrations, and applications, and all corresponding rights in foreign countries, for all Intellectual Property, as well as all material unregistered trademarks, service marks, tradenames, slogans, designs and logos, currently used in, held for use in connection with or useful in the Business (as it is presently conducted or contemplated to be conducted) are set forth on Schedule 1.1(iii). Corp owns, or is licensed or otherwise has the right or license to use pursuant to an agreement set forth on Schedule 3.6 all Intellectual Property used in, held for use in connection with or useful in the Business (as it is presently conducted or contemplated to be conducted) (collectively, the "Company Intellectual Property"). All of the Company Intellectual Property is valid and enforceable. No loss of the Company Intellectual Property is threatened, pending, or reasonably foreseeable. Except as set forth on Schedule 3.6, (i) the use of the Company Intellectual Property does not interfere with, infringe upon, misappropriate or otherwise come into conflict with any Intellectual Property rights of any other Person and Corp has not received any demand, claim or notice from any Person with respect to the Company Intellectual Property which alleges any such infringement, misappropriate or conflict or challenges the validity, enforceability, ownership, registrability or use of any Intellectual Property; (ii) to the best knowledge of Corp, no other Person is interfering with, infringing upon, misappropriating or otherwise coming into conflict with any Company Intellectual Property (including any offers or demands to license any Intellectual Property from any other Person); (iii) no trademark, service mark, tradename, slogan, design or logo owned, or to the knowledge of Corp licensed, by Corp and included in the Company Intellectual Property is involved in the United States or any foreign country in any opposition, cancellation or equivalent proceeding, and to the knowledge of Corp, no such action has been threatened and there is no reasonable basis for such action; (iv) no patent owned, or to the knowledge of Corp licensed, by Corp and included in the Company Intellectual Property is involved in the United States or any foreign country in any interference, reissue, reexamination or equivalent proceeding; (v) Corp has not granted a license to any Person to use any Intellectual Property other than licenses set forth on Schedule 3.6; (vi) the licenses set forth on Schedule 3.6 are valid and binding obligations of Corp and, to the knowledge of Corp, the other parties thereto; and (vii) the consummation of the transactions contemplated hereby shall not impair the right, title or interest of Corp in and to any Company Intellectual Property and all Company Intellectual Property Rights shall be owned or available for use by the Company as of the date hereof on terms and conditions identical to those under which Corp owned or used the Company Intellectual Property Rights immediately prior to the Effective Date.

3.7 Contracts. Schedule 3.7 sets forth as of the date of this Agreement all Contracts to which Corp is a party or by which its assets or properties are otherwise bound. Corp is not in default in any material respect under any such Contract. Each such Contract is (i) a legal, valid and binding obligation of Corp and, to the knowledge of Corp, a legal, valid and binding obligation of each other party thereto, (ii) is in full force and effect, and (iii) except as identified on Schedule 3.7, following consummation of the transactions contemplated hereby, each such Contract will continue to be binding and in full force and effect following the Effective Date. To the knowledge of Corp, each other party thereto has performed in all respects all obligations required to be performed by it and is not in default under or in breach of, nor in receipt of any claim of default or breach under, any such Contract. There has not occurred any event or events that, with the lapse of time or the giving of notice or both, would constitute a default by Corp or the Business, or to the knowledge of Corp any of the other parties to any such Contracts, except as set forth on Schedule 3.7.

3.8 Title to Properties; Sufficiency of Assets.

(a) Corp does not own any real property.

(b) Except as set forth on Schedule 3.8, Corp has good and marketable title to all of the Contributed Assets comprised of tangible personal property, free and clear of all Liens, other than Permitted Liens, and has the right under valid and enforceable leases to possess as lessee all of the Contributed Assets comprised of items of tangible personal property and assets leased by Corp. Corp has not received written notice of default, and to the knowledge of Corp, Corp is not in default under any lease of any tangible personal property included in the Contributed Assets that has not been cured or withdrawn. All Contributed Assets are in good condition, working order and repair consistent with the age thereof, normal wear and tear excepted. The Contributed Assets constitute all of the properties and assets (including, without limitation, Intellectual Property) necessary to conduct the Business as it is presently conducted or contemplated to be conducted.

3.9 Financial Statements. Corp has provided the LLC with copies of the Latest Balance Sheet and the related statements of operations and cash flows of the Business for the 1-month period ended February 28, 2015 (collectively, with the Latest Balance Sheet, the "Latest Financial Statements") and (ii) unaudited balance sheets and the related statements of operations, shareholders' equity and cash flows of the Business for the fiscal years ended December 31, 2014, 2013 and 2012. Each of the foregoing financial statements (including in all cases the notes thereto, if any) (collectively, the "Financial Statements") is accurate and complete in all respects, is consistent with the books and records of Corp, present fairly in all respects the financial condition and results of operations and cash flows of the Business as of the times and for the periods referred to therein, and has been prepared in accordance with GAAP, consistently applied, subject in the case of the Latest Financial Statements to changes resulting from normal year-end adjustments for recurring accruals (which shall not be material individually or in the aggregate) and to the absence of footnote disclosure. Since the date of the Latest Financial Statements, there has not been any Material Adverse Effect.

3.10 Employees. Except as set forth on Schedule 3.10, to the knowledge of Corp, no executive or key employee or contractor of Corp affiliated with the Business has any plans to

terminate employment. Corp has complied in all material respects with all laws relating to the employment of labor (including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes), and Corp has no knowledge that it has any material labor relations problems (including any union organization activities, threatened or actual strikes or work stoppages or material grievances). Corp is not, nor, to its knowledge, are any of its employees or contractors subject to any noncompete, nondisclosure, confidentiality, employment, consulting or similar agreements that could limit or conflict with the present or proposed business activities of the Business.

3.11 Affiliate Transactions. Except for the LLC Agreement and except as set forth on Schedule 3.11, no officer, manager, employee, member or Affiliate of Corp or any individual related by blood or marriage to any such Person, or any entity in which any such Person or individual owns any beneficial interest (except for any de minimis beneficial interest in a publicly traded company), is party to any agreement, contract, commitment or transaction with Corp related to the Business or has any interest in any property or asset used by Corp in connection with the Business.

3.12 Environmental, Health and Safety Requirements. The Company is in compliance with all applicable Environmental Health and Safety Requirements. The Company has obtained and is in compliance with all Permits required to be issued to it, and filed all reports and notifications required to be filed by it, pursuant to any Environmental Health and Safety Requirement. The Company has not received any written or oral notice or communication from any Governmental Entity or other third-party that the Company is not in compliance with, or is potentially liable under, any Environmental Health and Safety Requirement.

#### **SECTION 4. Covenants.**

4.1 Further Assurances. From and after the date hereof, the LLC, Herbrand and Corp will, and each will cause its Affiliates to, execute and deliver such further instruments of sale, conveyance, transfer, assignment, and delivery and such consents, assurances, powers of attorney, and other instruments and take such other action as reasonably may be necessary in order to vest in the LLC all right, title and interest of Corp in and to the Contributed Assets and to otherwise further effectuate and carry out the transactions contemplated by this Agreement. In furtherance, and not in limitation, of the foregoing, the parties shall instruct all parties owing any accounts receivable included in the Contributed Assets to pay all such amounts to the LLC. To the extent that, despite such instructions, Corp receives a payment to which the LLC is entitled pursuant to the foregoing sentence, Corp shall promptly pay such amount over to the LLC.

#### 4.2 Records.

(a) Subject to Section 4.3, LLC agrees that for a period of not less than seven (7) years following the date hereof: (i) it shall not destroy or otherwise dispose of any of the Records in its possession with respect to periods prior to the date hereof; (ii) it will give Corp reasonable access to (and the right to make copies thereof at Corp's own expense) such Records; and (iii) it will give Corp the right to take possession of any such Records in lieu of the LLC destroying or disposing of the same after the expiration of such seven (7) year period.

(b) Subject to Section 4.3, Corp agrees that for a period of not less than seven (7) years following the date hereof: (i) it shall not destroy or otherwise dispose of any of the Records in its possession with respect to periods prior to the date hereof; (ii) it will give LLS reasonable access to (and the right to make copies thereof at LLC's own expense) such Records; and (iii) it will give LLC the right to take possession of any such Records in lieu of Corp destroying or disposing of the same after the expiration of such seven (7) year period.

4.3 Tax Cooperation. Each of Corp and the LLC shall provide to the other such cooperation and information as any of them reasonably may request in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to refund of Taxes or in conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of all relevant portions of relevant Tax Returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings or other determinations by Taxing Authorities and relevant records concerning the ownership and Tax basis of property, which any such party may possess. Notwithstanding Section 4.2, each party will retain all Tax Returns, schedules and work papers, and all material records and other documents relating to Tax matters, for their first Tax period ending after the date hereof and for all prior Tax periods until the later of (a) the expiration of the statute of limitations for the Tax periods to which the Tax Returns and other documents relate and (b) eight years following the due date (without extension) for such Tax Returns. Thereafter, the party holding such Tax Returns or other documents may dispose of them; provide that such party shall give to the other party notice and an opportunity to take custody thereof prior to doing so.

4.4 Necessary Permits. Corp agrees to use reasonable best efforts to secure any and all Permits, if any, which may be necessary for the LLC to conduct the Business in the ordinary course from and after the Effective Date, and the LLC agrees to pay any expenses related to securing any such Permit. In furtherance of the foregoing, promptly following the Closing, the LLC will apply for a business license and sales tax license.

4.5 Employee Benefits Matters.

(a) Corp agrees that it shall be responsible for any and all Liabilities and obligations related to, or arising from or in connection with, any individual's (including all employees of the Business') employment by, or termination from employment with, Corp or any of its Affiliates, including severance pay, expense reimbursement and any other benefit provided to any such individual by Corp or any of its Affiliates, but excluding health continuation coverage pursuant to COBRA, which will transfer to the LLC as successor employee.

(b) Effective as of the Effective Date, current employees of the Business (the "Business Employees") shall continue to participate in the Adams Keegan Retirement Savings Plan pursuant to an agreement between the LLC and Adams Keegan.

(c) Corp and the LLC hereby agree that: (i) any current or former employee of the Business who, as of the Effective Date is receiving or entitled to receive short-term disability benefits shall continue to receive such benefits under the Adams Keegan plan adopted by the LLC; and (ii) any current or former employee of the Business who, as of the Effective Date, (A) is receiving or entitled to receive short-term disability benefits and who subsequently becomes

eligible to receive long-term disability benefits, or (B) is receiving or entitled to receive long-term disability benefits, shall become eligible (to the extent not already eligible) or continue to be eligible (to the extent already eligible), as applicable, to receive long-term disability benefits under Corp's long-term disability plan(s) unless and until such employee is no longer disabled, and in no event shall the LLC have an obligation to provide long-term disability benefits to any such employee.

(d) Corp shall use its best efforts to cause each policy of insurance underlying any Employee Benefit Plan that is an Employee Welfare Benefit Plan to be assigned to the LLC or to have the portion of such policy covering Business Employees spun-off into a separate policy, in each case effective as of the Effective Date. If the applicable insurance carrier agrees to assignment of any such policy or spin-off of a separate policy, then the LLC shall agree to the assumption by the LLC of the applicable insurance policy.

(e) Corp represents and warrants that it does not have, and has never had, any self-insured Employee Benefit Plans.

4.6 General Liability Insurance. For a period of two years after the Closing, the LLC shall cause the Corp to be named as an additional insured on any commercial general liability policy maintained by the LLC.

4.7 Use of LOFA Name. Corp shall not be required to change its corporate name, but shall not use the name "LOFA" or any other name, trademark or service mark that is confusingly similar with LOFA or any other Intellectual Property included in the Contributed Assets in any other manner, including (without limitation) in connection with the marketing, sale, distribution or design of any products, services or content of any kind.

4.8 Access to Personnel. For a period of at least three months following the Closing, the LLC shall provide Herbrand with reasonable access to Toni James and Barbara Thomas for purposes of assisting him with administrative matters, provided that such access does not interfere with their duties to the LLC and that the LLC shall not be liable to Herbrand to the extent any such person is no longer employed by the LLC for any reason.

4.9 Lease. The Company will not extend the current term of the lease for its offices unless effected in a manner such that Corp is released by the Landlord and not liable for any obligations under such lease after the currently scheduled end of its term.

#### **SECTION 5. Survival; Indemnification.**

5.1 Survival. Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties contained in this Agreement will survive until the two (2) year anniversary of the Closing; provided, that (a) the representations and warranties contained in Sections 3.4, 3.10 and 3.12 will survive, if later, until the expiration of the applicable statute of limitations with respect to any Liability that could result from a breach of such representations and warranties; and (b) the representations and warranties contained in Section 3.01 will survive indefinitely. The representations described in clauses (a) and (b) above are sometimes referred to herein as the "Fundamental Representations."

5.2 Indemnification of the LLC. Corp and Herbrand hereby agree, jointly and severally, to indemnify, defend and hold harmless the LLC and its respective Affiliates, directors, officers, partners, employees, successors and assigns (provided, however, that in no event shall such indemnification be available to Corp or Herbrand in their capacities as Affiliates, directors, officers of the LLC or if any Affiliate of the LLC), from and against any and all Losses which any of them may directly or indirectly suffer or incur and which directly or indirectly arise out of, result from or relate to (a) any inaccuracy in or any breach of any representation and warranty made by Corp or Herbrand in this Agreement (for purposes of determining Losses attributable to the breach of any representation or warranty, such Losses shall be determined without regard to any materiality or "Material Adverse Effect" qualification contained in such representation or warranty), (b) any breach of any covenant or agreement, of Corp or Herbrand contained in any Transaction Agreement, (c) any Excluded Liability, (d) any Tax imposed upon or relating to the LLC or the Business for any period prior to the completion of the transactions contemplated hereby (including without limitation the failure of Corp and Herbrand to pay any Taxes of Corp, the LLC or Herbrand, arising from, pertaining to, or accruing during any tax period, or portion thereof, ending on or before the completion of the transactions contemplated hereby or any transaction during any such period, or (e) any obligation to any present or former shareholder, partner or other Person with an interest in the LLC or the Business.

5.3 Indemnification of Corp. The LLC agrees to indemnify, defend and hold harmless Corp, its Affiliates and their respective directors, officers, partners, shareholders, employees, successors and assigns from and against any and all Losses which any of them may directly or indirectly suffer or incur and which directly or indirectly arise out of, result from or relate to any Assumed Liability or operation of the LLC and the Business after the Closing or which they are eligible for indemnification under the LLC Agreement.

5.4 Matters Involving Third Parties.

(a) If any third party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 5, then the Indemnified Party shall promptly notify in writing each Indemnifying Party of such claim or demand (the "Claim Notice"); provided, that any failure to give such Claim Notice will not be deemed a waiver of any rights of the Indemnified Party except to the extent the rights of the Indemnifying Party are actually prejudiced by such failure. Actually prejudiced, when used in this Section 5.4(a), means prejudice resulting in an inability of the Indemnifying Party to obtain any fact, evidence or witness, or which results, and then solely to the extent of any material increase in cost or expense to the Indemnifying Party greater than would likely have been incurred on the providing of prompt notice.

(b) With respect to any Third Party Claim, the Indemnifying Party will have the right, after accepting liability to the Indemnified Party with respect to the claim and waiving all defenses it may have against the Indemnified Party in connection therewith, to assume and thereafter conduct the defense of the Third Party Claim with counsel of its choice (and reasonably acceptable to the Indemnified Party) so long as the Indemnifying Party defends the Third Party Claim diligently and in good faith, which shall include posting and being solely

responsible for any appeal or other bond necessary to contest such Third Party Claim. Nothing in this Section 5.4(b) precludes the Indemnified Party from engaging its own counsel and taking all and any other steps it regards as reasonably necessary or desirable to protect its interests or those of the Indemnifying Party (the expenses of which shall be included in the definition of Losses).

(c) A claim or demand may not be settled by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld if, as part of such settlement, the Indemnified Party shall receive a full and unconditional release reasonably satisfactory to the Indemnified Party and provided that the settlement does not impose a material impediment or obligation on the Indemnified Party or the Business.

## **SECTION 6. Definitions.**

6.1 Certain Defined Terms. For the purposes of this Agreement, the following terms have the meanings set forth below:

"Affiliate" of any particular Person or entity means any other Person or entity controlling, controlled by or under common control with such particular Person or entity, or, if such Person is an individual, any other Person related by blood or marriage to that Person or that Person's spouse or ex-spouse (up to and including any brothers (and brothers-in-law), sisters (and sisters-in-law), cousins, second cousins, uncles, aunts, nieces, nephews, grandchildren and great-grandchildren).

"Agreement" has the meanings set forth in the preamble.

"Applicable Laws" means all applicable federal, state, provincial, local or foreign laws, statutes, rules, regulations, ordinances, directives, judgments, orders (judicial or administrative), decrees, injunctions and writs of any Governmental Entity or any similar provisions having the force or effect of law.

"Assumed Liabilities" has the meaning set forth in Section 1.4.

"Business" means the design, development, production, marketing, selling and distribution of engine control systems and other products and services by Corp and its Affiliates.

"Claim Notice" has the meaning set forth in Section 5.4(a).

"Closing" means the consummation of the transactions contemplated hereby, which shall occur substantially simultaneously with the execution of this Agreement.

"Closing Date" means the date hereof.

"COBRA" means Part 6 of Subtitle B of Title 1 of ERISA, Section 4980B of the Code and any similar state law.

"Code" means the Internal Revenue Code of 1986, as amended.



“Corp” has the meaning set forth in the preamble.

“Contract” means any written or binding oral contract, agreement, credit agreement, note, bond, indenture, lease, sublease, purchase order or other binding agreement or binding understanding related to the Business.

“Contributed Assets” has the meaning set forth in Section 1.1.

“Employee Benefit Plan” means each employee benefit plan (as such term is defined in Section 3(3) of ERISA) and each other employee benefit plan, program or arrangement of any kind that is maintained, sponsored or contributed or required to be contributed to by the Seller on behalf of the Business or by the LLC, or with respect to which the LLC has any Liability.

“Employee Welfare Benefit Plan” has the meaning set forth in Section 3(1) of ERISA.

“Environmental, Health and Safety Requirements” means all federal, state, local and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, as such of the foregoing are enacted or in effect, prior to, on, or after the date hereof.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Assets” has the meaning set forth in Section 1.2.

“Excluded Liabilities” has the meaning set forth in Section 1.5.

“Fundamental Representations” has the meaning set forth in Section 5.1.

“Governmental Entity” means any federal, state, local, foreign, or other governmental agency, instrumentality, commission, authority, board or body or political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory, or administrative functions of government.

“Intellectual Property” means all U.S. and foreign (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, designs, corporate names and internet domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for

registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, data bases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, industrial designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) rights of publicity and privacy relating to the use of names, likeness, voices, signatures and biographical information of real persons, (viii) other intellectual property or proprietary rights and (ix) copies and tangible embodiments thereof (in whatever form or medium).

“Latest Balance Sheet” means the unaudited balance sheets of the Business as of February 28, 2015.

“Lease” means any agreement, including any amendment, extension or modification thereto, included in the Contributed Assets by which property is leased to Corp.

“Leased Property” means any real property leased to Corp under a Lease.

“Liability” means any debt, liability or obligation of any nature whatsoever, whether accrued or fixed, absolute or contingent, liquidated or unliquidated, due or to become due, determined or indeterminable.

“Liens” means any mortgage, pledge, voting agreement, voting trust, proxy agreement, restriction, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against the LLC, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased to the LLC under a lease which is not in the nature of a conditional sale or title retention agreement, or any subordination arrangement in favor of another Person (other than any subordination arising in the ordinary course of business).

“LLC” has the meaning set forth in the preamble.

“LLC Agreement” has the meaning set forth in the recitals.

“Losses” means all damages, losses, Taxes, liabilities and expenses (including expenses of investigation and attorney’s fees and expenses in connection with any action, suit or proceeding).

“Material Adverse Effect” means a material and adverse effect on the business, assets, condition (financial or otherwise), prospects, operations, earnings or results of operations of the Business.

“Ordinary Course of Business” means the ordinary course of business consistent with past practice (including with respect to quantity, quality and frequency).

“Permits” has the meaning set forth in Section 3.4.

“Permitted Liens” means: (i) Liens for Taxes not yet due or (ii) Liens that have been released or terminated as of the date hereof.

“Person” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Personal Property Lease” has the meaning set forth in Section 1.5(e).

“Records” means the books, records (including Tax records), contracts, and documents of or pertaining to the Business.

“Securities Act” means the Securities Act of 1933, as amended, or any similar federal law then in force.

“Tax” or “Taxes” means (a) any United States federal, state or local, or any non-United States, net or gross income, gross receipts, net proceeds, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes, assessments, duties, fees, levies or other governmental charges of any kind whatever, whether disputed or not, including any interest, penalty or addition thereto; or (b) any liability for or in respect of the payment of any amount described in clause (a) of this definition as a transferee or successor, by contract or otherwise.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxing Authority” means any governmental agency, board, bureau, body, department or authority of any United States federal, state or local jurisdiction or any non-United States jurisdiction, having or purporting to exercise jurisdiction with respect to any Tax.

“Transaction Agreement” means this Agreement, the LLC Agreement and the Limited Liability Company Agreement of LOFA Holdings, LLC to be entered into by and among LOFA Holdings, LLC, Corp, Herbrand, Hunters Gate/LOFA, LLC and the other members of LOFA Holdings, LLC, and all other agreements to which any of Corp, Herbrand or the LLC is a party arising out of or in connection with the transactions contemplated under this Agreement or any other Transaction Agreement.

“Units” has the meaning set forth in the recitals.

6.2 Interpretation. In this Agreement, unless otherwise specified or where the context otherwise requires:

(a) the headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement;

(b) words importing any gender shall include other genders;

(c) words importing the singular only shall include the plural and vice versa;

(d) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation";

(e) the words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement;

(f) references to "Articles," "Exhibits," "Sections" or "Schedules" shall be to Articles, Exhibits, Sections or Schedules of or to this Agreement;

(g) references to any Person include the successors and permitted assigns of such Person;

(h) the use of the words "or," "either" and "any" shall not be exclusive;

(i) wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict; and

(j) references to any agreement or contract, unless otherwise stated, are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

#### **SECTION 7. Miscellaneous.**

7.1 Remedies. Each of Corp, Herbrand and the LLC shall have all rights and remedies set forth in this Agreement and the other Transaction Agreements and all rights and remedies which such parties have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

7.2 Consent to Amendments. Except as otherwise expressly provided herein, the provisions of this Agreement may only be amended by the written consent of the parties hereto.

7.3 Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and assigns whether so expressed or not, provided that, absent the consent of the LLC (such consent not to be

unreasonably withheld) Corp and Herbrand shall not assign any of their respective rights or obligations under this Agreement.

7.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

7.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

7.6 Descriptive Headings: Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a Section of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

7.7 Governing Law and Venue. The corporate law of Delaware shall govern all issues concerning the relative rights of the LLC and its Unitholders. All other questions concerning the construction, validity and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action arising from or concerning this Agreement or in any way related to the relationship of the parties hereunder shall be brought only in those state or federal courts having jurisdiction over actions arising in the State of Delaware, to whose jurisdiction the parties hereby consent.

7.8 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, one day after being sent to the recipient by reputable overnight courier service (charges prepaid) or five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the LLC and Corp at the addresses set forth below, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

If to the LLC:

LOFA Industries, LLC  
250 Hembree Park Drive, Suite 122  
Roswell, Georgia 30076  
Attention: Chief Executive Officer

If to Corp:

LOFA Industries, Inc.  
3475 Oak Valley Rd NE, Apt 760  
Atlanta, GA 30326  
Attention: Chief Executive Officer

With a copy to:

Catherine M. Packwood, Esq.  
The Lambros Firm, LLC  
1355 Peachtree Street, Suite 1280  
Atlanta, Georgia 30309

If to Herbrand:

Peter Herbrand  
3475 Oak Valley Rd NE, Apt 2040  
Atlanta, GA 30326

With a copy to:

Catherine M. Packwood, Esq.  
The Lambros Firm, LLC  
1355 Peachtree Street, Suite 1280  
Atlanta, Georgia 30309

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

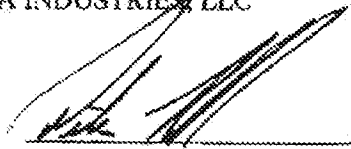
7.9 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns other than Persons from time to time who may be members of the LLC.

7.10 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.11 Entire Agreement. This Agreement, including the other documents referred to herein and the Exhibits and Schedules hereto which forms a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

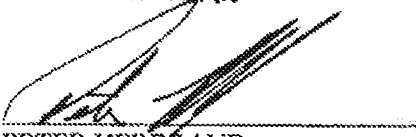
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

LOFA INDUSTRIES, LLC

By:   
Name: PETER HERBRAND  
Title: CHAIRMAN

LOFA INDUSTRIES, INC.

By:   
Name: PETER HERBRAND  
Title: CHAIRMAN

  
PETER HERBRAND