

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561035

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900530773		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outdoor Lighting Perspectives Technology Corp.		01/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Renew Crew LLC		
Street Address:	630 Peter Jefferson Pkwy, Suite 200		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22911		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4381212	RENEW CREW	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4349955582		
Email:	mdempsey@premiumservicebrands.com		
Correspondent Name:	Merry Dempsey		
Address Line 1:	630 Peter Jefferson Parkway, Suite 200		
Address Line 4:	Charlottesville, VIRGINIA 22911		
NAME OF SUBMITTER:	Paul Flick		
SIGNATURE:	/Paul Flick/		
DATE SIGNED:	02/07/2020		
Total Attachments: 43			
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ASSET PURCHASE AGREEMENT

by and between

**RENEW CREW LLC,
PREMIUM SERVICE BRANDS, LLC**

as the Buyer

and

**OUTDOOR LIVING BRANDS, INC.,
RENEW CREW FRANCHISING CORPORATION,
OUTDOOR LIVING BRANDS INTELLECTUAL PROPERTY CORPORATION,
OUTDOOR LIVING BRANDS SUPPLY CORPORATION,**

as the Sellers

and

Christopher M. Grandpre, Scott E. Zide and Corey L. Schroeder, as the Key Shareholders

Dated as of January 10, 2020

EXHIBITS

- Exhibit A** Form of Promissory Note
- Exhibit B** Form of Bill of Sale
- Exhibit C** Form of Assignment and Assumption Agreement
- Exhibit D** Form of Intellectual Property Assignment Agreement
- Exhibit E** Form of Trademark Assignment Agreement
- Exhibit F** Form of Transition Services Agreement
- Exhibit G** Disclosure Schedules

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the 10th day of January, 2020, by and between **PREMIUM SERVICE BRANDS, LLC**, a Delaware limited liability company and **RENEW CREW LLC**, a Delaware limited liability company (collectively, the “**Buyer**”), and **OUTDOOR LIVING BRANDS, INC.**, a Delaware corporation (“**OLB**”), **Renew Crew Franchising Corporation**, a Delaware corporation and wholly-owned subsidiary of OLB (“**Renew Crew**”), **Outdoor Living Brands Intellectual Property Corporation**, a Delaware corporation and wholly-owned subsidiary of OLB (“**OLBIP**”), **Outdoor Living Brands Supply Corporation**, a Delaware corporation and wholly-owned subsidiary of OLB (“**OLBSC**,” and together with OLB, Renew Crew, and OLBIP are collectively referred to herein as the “**Sellers**” and each is individually referred to as a “**Seller**”), and Christopher M. Grandpre, a Virginia resident and shareholder of OLB (“**Grandpre**”), Scott E. Zide, a Virginia resident and shareholder of OLB (“**Zide**”), and Corey L. Schroeder, a Virginia resident and shareholder of OLB (“**Schroeder**,” and together with Zide and Grandpre, the “**Key Shareholders**”).

RECITALS

A. The Sellers are engaged in the business of operating a RENEW CREW franchise system, whose licensees offer certain cleaning, restoration and protection services for a wide variety of exterior surfaces in both residential and commercial markets (together with all operations and activities related thereto, the “**Business**”).

B. The Sellers wishes to sell, convey, assign and otherwise transfer to the Buyer, and the Buyer wishes to purchase, acquire and take delivery of, all right, title and interest in and to substantially all of the Sellers’ assets used in connection with or otherwise related to the Business, on the terms and conditions set forth in this Agreement.

In consideration of the respective representations, warranties, covenants and agreements contained herein, the Buyer and the Sellers agree as follows:

SECTION 1. DEFINED TERMS

1.1 Terms Defined in this Section. The following terms shall have the following meanings in this Agreement:

“**Accounts Receivable**” means all accounts and notes receivable due to the Sellers for payment for goods or services provided in connection with the Business as of the Closing Date.

“**Affiliate**” means any Person directly or indirectly controlling, controlled by or under common control with either the Buyer or the Sellers, as the case may be.

“**Assigned Agreements**” means all of Renew Crew’s franchise agreements with its master franchisees, all of Renew Crew’s franchise agreements with its unit franchisees, and all other contracts, agreements, leases, licenses, commitments and purchase orders of the Sellers set forth on Schedule 2.1(j) (collectively, the “**Assigned Agreements**”).

“**Books and Records**” means copies of all of the books and records, in all formats (both tangible and intangible), used or maintained by or on behalf of the Sellers in connection with or otherwise related to the Business (other than corporate records and minute books), including (a) executed copies of all agreements, (b) all technical information and data, maps, computer files, diagrams, manuals, blueprints and schematics, (c) all customer lists, correspondence files and records, customers’ files, production records, purchasing records and inventory records, (d) copies of all filings made with or records required to be kept by any Governmental Authority (including all backup information on which such filings are based), (e) copies of all research and development reports, (f) copies of all financial and accounting records, (g) all creative, promotional or advertising materials, and (h) copies of all Tax Returns and books, documents and records related to Taxes.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in Charlottesville, Virginia are required or authorized by Legal Requirements to close.

“**Buyer’s Representative**” means Paul E. Flick.

“**Closing Date**” means January 10, 2020 or such earlier date on which this Agreement is executed and performed.

“**Competing Business**” has the meaning set forth in Section 8.4.

“**Consents**” means all consents, permits, ratifications, authorizations or approvals of any Person necessary (a) to transfer any of the Assets to the Buyer or otherwise to consummate the transactions contemplated hereby, and (b) to allow the Buyer to own and operate the Business in substantially the same manner that the Sellers own and operate the Business.

“**Contracts**” means all contracts, commitments, leases or other agreements that are used in connection with or otherwise related to the Business, whether written, oral or implied, and all rights associated therewith.

“**Control**” or “**control**” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of securities or as trustee or executor, by Contract or credit arrangement or otherwise.

“**Copyrights**” means all copyrights and mask works, including all renewals and extensions thereof, copyright registrations and applications for registration thereof, and non-registered copyrights.

“**Current FDD**” means the Franchise Disclosure Document in use in connection with the offer or sale of franchises in a United States Jurisdiction (or to a person domiciled in a United States Jurisdiction) as of the date of this Agreement.

“**Debt**” means with respect to any Person, all obligations of such Person, whether or not contingent, without duplication (i) for borrowed money, (ii) evidenced by letters of credit and bankers’ acceptances (only to the extent drawn, called or matured), notes, bonds, debentures or similar instruments, but in no event including operating leases, (iii) in respect of leases which have been or should be, in accordance with GAAP, recorded as capital leases, (iv) in respect of purchase money obligations for the acquisition of equipment and fixed assets, but in no event including Ordinary Course trade payables, (v) in respect of interest rate and currency swaps, caps, collars and similar agreements or hedging services under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (vi) created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the Seller or lender under such agreement in the event of default are limited to repossession or sale of such property), or (vii) secured by any Lien on any property or asset owned or held by such Person regardless of whether the obligations secured thereby shall have been assumed by that Person or are non-recourse to the credit of that Person.

“**Effective Time**” means 5:00 p.m., in Charlottesville, Virginia, on the Closing Date.

“**Equipment and Vehicles**” means all furniture, fixtures, equipment, machinery, titled motor vehicles and other tangible assets relating to the Business.

“**FDD**” means Franchise Disclosure Document.

“**FTC**” means the Federal Trade Commission.

“**FTC Rule**” means the Amended Franchise Rule (16 CFR 436 *et seq.*) adopted by the FTC in 2007, as amended from time to time.

“**GAAP**” means generally accepted accounting principles, consistently applied.

“**Governmental Authority**” means (a) any United States federal, state or local government or any foreign government (or political subdivision thereof), (b) any agency or instrumentality of any such government (or political subdivision thereof), (c) any non-governmental regulatory or administrative authority, body or other organization (to the extent that the rules, regulations, standards, requirements, procedures and Orders of

such authority, body or other organization have the force of law), and (d) any United States federal, state or local or foreign court, tribunal, arbitrator or arbitration panel.

“Intellectual Property” means: (a) all patents, Trademarks, Copyrights, Trade Secrets, Software and Internet Assets; (b) all licenses, sublicenses and other agreements or permissions related to the property or rights described in clause (a); and (c) all rights to sue at law or in equity for any infringement or other impairment of any of the property or rights described in clause (a), including the right to collect damages and proceeds therefrom; in each case used in connection with or otherwise related to the Business and as such property and rights exist in all jurisdictions throughout the world, owned by, licensed to, or otherwise used by the Sellers.

“Internet Assets” means all Internet addresses, domain names, web sites, web pages and similar rights and items used in connection with the Business.

“Inventory” means all useable and saleable inventory possessed by the Sellers relating to the Business.

“Knowledge” means the actual knowledge and belief of any one or more of the Key Shareholders, as well as the information that a Key Shareholder should have known based upon reasonable inquiry among Sellers’ employees.

“Legal Actions” means all legal actions, suits, litigations, condemnation actions, eminent domain actions, claims, demands, charges, complaints, investigations, grievances, arbitrations, indictments, informations, grand jury subpoenas, other legal, administrative or similar proceedings initiated by any Person or Governmental Authority.

“Legal Requirements” means applicable common law and any applicable law, statute, rule, regulation, code, executive order, standard, requirement or procedure enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable Order, all as in effect from time to time.

“Licenses and Permits” means, to the extent transferable, all franchises, approvals, permits, orders, certificates, variances, product licenses and license applications, permits, and other governmental authorizations and approvals (federal, state and local) relating to the Sellers and their conduct of the Business.

“Liens” means any charges, claims, conditions, mortgages, deeds of trust, deeds to secure debt, security interests, hypothecations, conditional sale or other title retention agreements, covenants, encumbrances, equitable interests, title defects, exceptions, liens, options, pledges, reservations, rights of first refusal, security interests, statutory liens, warrants, or restrictions of any kind, including any restrictions on use, voting, transfer, alienation, receipt of income, or exercise of any other attribute of ownership.

“Material Adverse Effect” means any event, circumstance, fact, change, development or effect that (a) could be materially adverse to the operations, assets,

financial condition, results of operations or prospects of the Business or (b) could adversely affect or delay the ability of the Sellers or the Key Shareholders to consummate the transactions contemplated hereby.

“**NASAA Guidelines**” means the 2008 Franchise Registration and Disclosure Guidelines prepared and adopted by the North American Securities Administrators Association, as amended from time to time.

“**Orders**” means any orders, judgments, injunctions, awards, stipulations, permits, authorizations, policies, pronouncements, opinions, agency requirements, administrative resolutions, decrees or writs handed down, issued, adopted or imposed by any Governmental Authority.

“**Ordinary Course**” or, “**ordinary course**” means in the ordinary course of business consistent with the Sellers’ current level of expenditures and the Sellers’ past practices relating to the Business.

“**Person**” means any individual, corporation, company, partnership, firm, joint venture, association, limited liability company, limited liability partnership, joint-stock company, trust, unincorporated organization, Governmental Authority, or other entity.

“**Personal Property**” means the items of tangible personal property that are listed in Schedule 2.1(g).

“**Promissory Note**” has the meaning specified in Section 2.5(b).

“**Registration Laws**” means all Laws of the various states of the United States that require disclosure and/or registration before a company may offer and/or sell franchises or business opportunities.

“**Relationship Laws**” means all franchise termination, nonrenewal, unfair practices, and/or relationship Laws, including those Laws’ requirements with respect to the proper notice of default, time to cure, and the actual termination of any franchisee or business opportunity operator.

“**Software**” means all computer software programs, including all source code, object code, and documentation related thereto.

“**Taxes**” means (a) any and all federal, state, provincial, local, foreign and other contributions, taxes, levies, fees, imposts, duties and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) and any income, profits or gross receipts, ad valorem, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, withholding, estimated withholding, employment, social security (or similar), unemployment, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes,

and customs duties, and (b) any transferee or successor liability in respect of any items described in clause (a) above.

“**Tax Return**” means any return, report, notice, statement, exhibit, schedule, attachment or other similar information required to be supplied to or filed with a Governmental Authority with respect to Taxes, including any amendments or supplements thereto.

“**The Compliance Guide**” means the Franchise Rule Compliance Guide, as adopted by the FTC.

“**Trademarks**” means all trademarks, service marks, trade dress, trade names, brand names, designs, logos, or corporate names, whether registered or unregistered, and all registrations and applications for registration thereof and the goodwill associated therewith.

“**Trade Secrets**” means all trade secrets, confidential business information and other proprietary information, concepts, ideas, designs, research or development information, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, methods, know-how, technical data and databases, modifications, extensions, improvements, and other proprietary rights (whether or not subject to copyright, mask work, or trade secret protection).

1.2 Interpretation. Unless otherwise indicated to the contrary in this Agreement by the context or use thereof:

(a) the words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof;

(b) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa;

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

(d) reference to any Person includes such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (d) is intended to authorize any assignment or transfer not otherwise expressly permitted by this Agreement;

(e) reference to a Person in a particular capacity or capacities excludes such Person in any other capacity;

(f) reference to any Contract means such Contract as amended, supplemented or modified from time to time in accordance with the terms thereof;

(g) all references to Sections shall be deemed to be references to the Sections of this Agreement;

(h) all references to Exhibits shall be deemed to be references to the Exhibits attached hereto, which are made a part hereof and incorporated herein by reference;

(i) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding;”

(j) reference to any Legal Requirements or any License means such Legal Requirements or License as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time on or prior to the Closing Date;

(k) references to sections of any Legal Requirements shall be construed to also refer to any successor sections thereto in effect on or prior to the Closing Date;

(l) where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person; and

(m) whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

SECTION 2. SALE AND PURCHASE OF ASSETS

2.1 Agreement to Sell and Buy Assets. Subject to the terms and conditions set forth in this Agreement, the Sellers hereby agree to sell, convey, assign and otherwise transfer to the Buyer on the Closing Date, and the Buyer agrees to purchase from the Sellers free and clear of all Liens, all of the Sellers’ right, title and interest in and to all of the property and assets, real, personal or mixed, tangible and intangible, of every kind and description, whether or not reflected on the books and records of the Sellers and wherever located, used in connection with or otherwise related to the Business and as set forth on Schedule 2.1 to Exhibit G, other than the Excluded Assets (collectively, the “**Assets**”), including the following:

- (a) the Cash;
- (b) the Accounts Receivable;
- (c) the Equipment and Vehicles;

- (d) the Intellectual Property;
- (e) the Books and Records, except as specifically provided by Section 2.2(c); provided, however, to the extent original versions of the Books and Records are provided, the Buyer shall either provide the Sellers with copies of all such Books and Records or from time to time provide the Sellers with access to such Books and Records to the extent reasonably required by the Seller;
- (f) the Inventory;
- (g) the Personal Property;
- (h) all of the Sellers' goodwill associated with the Business;
- (i) all Licenses and Permits;
- (j) the Assigned Agreements and any rebates, settlements, claims, refunds, rights of recovery, rights of set off, and rights of recoupment of any kind related to such Assigned Agreements;
- (k) any prepaid expenses;
- (l) Refunds with respect to the Business for Taxable periods ending on or prior to the Closing Date;
- (m) all rights, claims, and benefits of any Seller in, to, or under any (i) employee confidentiality agreements entered into by any Seller, (ii) confidentiality or secrecy agreements entered into by any Seller with third parties that relate to the use or disclosure of confidential information and (iii) noncompetition agreements entered into by any Seller with companies and persons affiliated with companies acquired by any Seller or any of their predecessors;
- (n) all funds available in the National Branding & Marketing Fund as of the Closing Date; and
- (o) all rights under all warranties, representations, and guarantees made by suppliers associated with the Business.

2.2 Excluded Assets. Notwithstanding Section 2.1, the Assets shall exclude the following property and assets and the property and assets as set forth on Schedule 2.2 to Exhibit G (the "**Excluded Assets**"):

- (a) all equity interests in the Sellers;
- (b) all rights and interests of the Sellers under this Agreement;
- (c) any Books and Records that the Sellers are required by applicable Legal Requirements to retain as set forth in Schedule 2.2(c); provided, however,

that upon the prior request and election of the Buyer, the Sellers shall either provide the Buyer with copies of all such Books and Records or from time to time provide the Buyer with access to such Books and Records to the extent reasonably required by the Buyer; and

(d) any claims or causes of action of the Sellers against any third party relating to the Business or the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent.

2.3 No Assumption of Liabilities and Obligations. Other than the Assigned Agreements, the Buyer is not assuming any liabilities or obligations of the Sellers or the Key Shareholders, express or contingent, and all such liabilities and obligations shall remain the exclusive obligations of the Sellers and the Key Shareholders (collectively, the “**Retained Liabilities**”).

2.4 Purchase Price/Consideration. The purchase price for the Assets shall be Three Hundred Thirty Thousand Dollars and No/100 (\$330,000.00) payable to the Sellers (the “**Purchase Price**”) in accordance with Section 2.5.

2.5 Payments. The Purchase Price shall be paid by the Buyer to the Sellers in accordance with the following procedures:

(a) Payment at Closing. At the Closing, the Buyer shall pay to or for the account of the Sellers One Hundred Thousand Dollars (\$100,000.00) by wire transfer of immediately available funds pursuant to wire instructions that shall be delivered by the Sellers to the Buyer’s Representative no later than three (3) Business Days prior to the Closing Date (the “**Closing Day Purchase Price**”).

(b) Promissory Note. At the Closing, an affiliate of Buyer shall issue to the Seller a promissory note in the form of Exhibit A attached hereto in the principal amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) (the “**Promissory Note**”). The Promissory Note shall bear no interest and be payable as follows: (i) One Hundred Thousand (\$100,000.00) on July 10, 2020; and (ii) One Hundred Thirty Thousand (\$130,000.00) on January 10, 2021.

2.6 Allocation of Purchase Price. The Purchase Price shall be allocated by the Buyer and the Sellers at Closing. The Buyer and the Sellers agree to use the allocations determined pursuant to this Section 2.6 (the “**Allocations**”) for all Tax purposes, including the filing of Tax Returns and in connection with any examination of any such Tax Return, in any refund claim or in any Tax litigation or other Tax proceeding unless otherwise required by a change of law or good faith resolution of a contest.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers represents and warrants, jointly and severally, to the Buyer as follows:

3.1 Organization, Standing and Authority. Each Seller is a corporation validly existing and in good standing under the laws of its jurisdiction of formation and each such entity has all requisite power and lawful authority to own, lease and operate the Business and the Assets and to carry on the Business as now conducted. Each Seller is qualified to transact business and is in good standing in each jurisdiction in which the nature of the Business or location of the Assets requires such qualification.

3.2 Authorization and Binding Obligation. The execution and delivery of this Agreement by the Sellers and the performance by the Sellers of the transactions contemplated hereby have been duly authorized by all necessary organizational, shareholder/member, director and other actions on the part of the Sellers. This Agreement has been duly executed and delivered by the Sellers and constitutes the legal, valid and binding obligation of each of the Sellers, enforceable against each of the Sellers in accordance with its terms. Each of Renew Crew, OLBIP, and OLBSC are wholly-owned subsidiaries of OLB, and OLB is authorized to sell the Assets owned by each of the other Sellers hereunder.

3.3 Absence of Conflicting Agreements. The execution and delivery of this Agreement and the performance by the Sellers of the transactions contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the Consent of any Person, other than the parties to this Agreement; (b) will not conflict with any of the Sellers' organizational documents; (c) will not conflict with, result in a breach or violation of, or constitute a default under any applicable Order binding on any of the Sellers; (d) will not conflict with, result in a breach or violation of, or constitute a default under any of the Assets (including any Contract to which any Seller is a party); (e) will not give rise to a right of termination, amendment, cancellation or acceleration of any right or obligation of the Sellers; (f) will not give rise to a loss of any material benefit to which any Seller is entitled; (g) will not result in the creation of any Lien upon any of the Assets; and (h) will not violate any applicable Legal Requirements.

3.4 Organizational Documents. Schedule 3.4(a) sets forth a true, correct and complete copy of the articles of incorporation of OLB, including all amendments, modifications and supplements thereto. Schedule 3.4(b) sets forth a true, correct and complete copy of the bylaws of OLB, including all amendments, modifications and supplements thereto.

3.5 Contracts. To the Sellers' Knowledge: (i) each Seller has performed each material term, covenant and condition of each of the contracts that are material to the business, including but not limited to the franchise agreements (the "**Material Contracts**") to which it is a party; (ii) no default or any event which, with the giving of notice, the lapse of time, or both, would constitute a default on the part of the any Seller, or to the Knowledge of the Seller, any other party thereto, exists under any of the Material Contracts; and

(iii) each of the Material Contracts is in full force and effect, unimpaired by any acts or omissions of the Sellers, and constitutes the legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with its terms and, to the Sellers' Knowledge, against any other party thereto.

3.6 Taxes and Tax Returns.

(a) With respect to the Sellers:

(i) All material Tax Returns required to be filed by or with respect to the Sellers have been properly prepared and timely filed, and all such Tax Returns (including information provided therewith or with respect to thereto) are true, complete and correct in all material respects. Each Seller has fully and timely paid all material Taxes owed by such Seller (whether or not shown on any Tax Return) and has made adequate provision for any Taxes that are not yet due and payable, for all taxable periods, or portions thereof, ending on or before the date hereof. Each Seller shall be responsible for all income taxes of such Seller that are payable as a result of the sale of the Assets; and

(ii) There are no Liens for Taxes upon the Assets, except for statutory Liens for current Taxes not yet due.

3.7 Employees.

(a) The Seller does not have any written Contracts with any employees of the Sellers other than Mike Mushinski, Vice President & Brand Leader – Renew Crew.

(b) The Sellers are not parties to any collective bargaining agreements. There are no existing or, to the Knowledge of the Sellers, threatened, labor strikes, disputes, grievances, arbitrations, union organizing efforts, picketing, handbilling, organized work stoppages, organized work slowdowns or other labor trouble or disputes involving employees of the Sellers (collectively, "**Labor Problems**"), nor have there been any Labor Problems or, to the Knowledge of the Sellers, threatened Labor Problems at any time within the twelve (12) month period preceding the date hereof. No labor organization has made a written demand against the Sellers for recognition. There are no representation proceedings or written petitions seeking a representation proceeding presently pending against the Sellers involving any persons employed in connection with the Business or, to the Knowledge of the Sellers, threatened to be brought or filed against the Sellers with the United States National Labor Relations Board or other labor relations tribunal or board. There is no ongoing organizing activity involving employees pending or, to the Knowledge of the Sellers, threatened by any labor organization or group of persons employed in connection with the Business.

3.8 Legal Actions and Orders.

(a) There are no Legal Actions in progress, pending or, to the Knowledge of the Sellers, threatened, by or against the Sellers or that otherwise relates to or may affect the Business or the Assets, or that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. To the Knowledge of the Sellers, no event has occurred or circumstance exists that will give rise to or serve as a basis for the commencement of any such Legal Action that could be material to the Business.

(b) Neither the Sellers nor the Business nor any of the Assets are subject to any Orders. To the Knowledge of the Sellers, no officer, director, agent or person employed by the Sellers is subject to any Order that prohibits such officer, director, agent or person from engaging in or continuing any conduct, activity or practice relating to the Business.

3.9 Compliance with Legal Requirements.

(a) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by the Sellers or the Business of, or a failure on the part of the Sellers or the Business to comply with, any Legal Requirement or (B) may give rise to any obligation on the part of the Sellers or the Business to undertake, or to bear all or any portion of the cost of, any curative action of any nature;

(b) The Sellers have not received, at any time within the twelve (12) month period preceding the date hereof, any notice or other communication (whether oral or written), relating to or associated with the Business or the Assets, from any Governmental Authority or any other Person regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any material Legal Requirement or (B) any actual, alleged, possible or potential obligation on the part of the Sellers to undertake, or to bear all or any portion of the cost of, any curative action of any nature.

(c) To the Knowledge of the Sellers, there are no pending Legal Requirements from a Governmental Authority, which, if adopted or enacted, would reasonably be expected to have a Material Adverse Effect.

3.10 Title, Condition and Suitability of Assets.

(a) The Assets: (i) constitute all the assets used or held for use in connection with or otherwise related to the Business, other than the Excluded Assets; and (ii) will permit the Buyer to conduct the Business substantially as it is being conducted on the date of this Agreement, in the Ordinary Course.

(b) Each Seller has good, marketable title to, or other valid and enforceable rights to use, all of the Assets, free and clear of all Liens, and (subject to the receipt of all Consents) at the Closing each Seller will deliver the same to the Buyer.

(c) The Assets are in good working order and repair (reasonable wear and tear excepted) and to the Seller's Knowledge, such Assets and their operation do not violate any applicable Legal Requirement.

3.11 Intellectual Property.

(a) Each Seller exclusively owns or otherwise has the right to use the Intellectual Property pursuant to a valid license, sublicense or other agreement, free and clear of all Liens. Each Seller has the unrestricted right (subject to any such license or sublicense terms, if applicable) to use, sell, license or sublicense all Intellectual Property.

(b) Each of the Seller's Intellectual Property rights are valid and enforceable. Each Seller has taken all necessary and desirable actions to maintain and protect each item of Intellectual Property owned by such Seller.

(c) None of the Intellectual Property, products or services owned, used, developed, provided, sold, licensed, imported or otherwise exploited by the Sellers or made for, used or sold by or licensed to the Sellers by any Person infringes upon or otherwise violates any intellectual property rights of others.

(d) There are no claims pending or threatened, and there is no fact, event, condition or circumstance that, directly or indirectly, may give rise to or serve as a basis for the commencement of any claim, (i) contesting the right of the Sellers to use any of the Seller's products or services currently or previously used by the Sellers or (ii) opposing or attempting to cancel any rights of the Sellers in or to any Intellectual Property.

(e) After the completion of the transactions contemplated hereby, the Buyer will own all right, title and interest in and to or have a valid written license to use all Intellectual Property on identical terms and conditions as the Sellers enjoyed immediately prior to the completion of such transactions.

(f) To the Seller's Knowledge, no Person is infringing upon or otherwise violating the Intellectual Property.

3.12 Personal Property. Schedule 2.1(f) sets forth a true, correct and complete list of all of the Personal Property.

3.13 Existing Condition. Since December 31, 2018, the Sellers have not with respect to the Assets or the Business:

(a) sold, assigned or transferred any of its Assets or properties except in the Ordinary Course;

(b) suffered any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting its Business, operations, assets, or properties;

(c) suffered any material adverse change in its Business, operations, Assets, or properties;

(d) made any capital expenditure or capital commitment except such as may be involved in the Ordinary Course;

(e) entered into any material transaction other than in the Ordinary Course consistent with past practice; or

(f) operated the Business other than in the Ordinary Course consistent with past practice.

3.14 Commercial Relationships. The relationships of the Sellers and the Business with their customers, suppliers, consignees and landlords are good commercial working relationships. The Sellers do not have any written or oral notice that any customer or landlord intends to cancel or otherwise modify its relationship with the Business or the Sellers or to materially decrease or limit its services to the Business or its usage of the goods and services of the Business, except, in each case, where doing so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.15 Insurance. The Sellers have maintained adequate insurance policies on the properties, assets, business and personnel of the Sellers. There are no claims for insurance losses currently pending or filed by the Sellers within the last three (3) years and, to the best of the Seller's Knowledge, there are no known circumstances that may give rise to such claims. No Seller has received written notice that it is in default with respect to any provision contained in any insurance policy, nor has any Seller failed to pay any premiums thereunder or to give any notice or present any claim thereunder in due and timely fashion and, to the best of the Seller's Knowledge, no Seller is in default with respect to any such policies.

3.16 Financial Statements. OLB has provided to Buyer true and complete copies of OLB's audited financial statements as of December 31, 2018, consisting of the balance sheet and related statements of income, as well as Renew Crew's unaudited interim statement of income for the period ending October 2019 (collectively, the "**Financial Statements**"). To the Seller's Knowledge, the Financial Statements present fairly the financial position of OLB as of the respective dates and the results of operations for the periods.

3.17 Franchise Matters.

(a) Schedule 3.17(a) sets forth a true and complete list of all franchise agreements, license agreements, subfranchise agreements, sublicense agreements, master franchise agreements, development agreements, market development agreements, and reserved area agreements (each a "**Franchise Agreement**" and, collectively, the "**Franchise Agreements**") that are effective as of the date of this Agreement to which the Sellers or any of its Affiliates is a party or by which the Sellers or any of its Affiliates or its or their properties is bound and that grant or purport to grant to a

Franchisee the right to operate or license others to operate or to develop within a specific geographic area or at a specific location any franchised business of the Sellers (each a “**Franchise**”). True, correct, and complete copies of all Franchise Agreements (or documents) purporting to contain substantially the content of each such Franchise Agreement have been made available to the Buyer.

(b) All the Franchise Agreements are in full force and effect and are valid and binding obligations of the Sellers and enforceable against the Sellers and the other parties thereto in accordance with their respective terms, subject, as to enforceability, to bankruptcy, insolvency, and other Laws of general applicability relating to or affecting creditors’ rights and to general equity principles. All Franchise Agreements comply in all material respects with all applicable Laws. The execution and delivery by the Sellers of this Agreement do not, and the consummation of the acquisition and the other transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien upon any of the Assets (other than any such Lien created from any action taken by the Buyer) or any right of rescission or set-off under, any provision of any Franchise Agreement other than any such conflicts, violations, defaults, rights, losses, or Liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except by operation of Law, no Franchise Agreement expressly grants any Franchisee any right of rescission or set-off; and no Franchisee has asserted in writing any such right of rescission or set-off. There is no default under any Franchise Agreement by the Sellers or, to the Knowledge of the Sellers, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Sellers or, to the Knowledge of the Sellers, by any other party thereto, in each case except as, individually or in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect.

(c) Schedule 3.17(c) sets forth a true and correct list of the United States jurisdictions in which the Sellers since January 1, 2017, have been, and are currently, registered or authorized to offer and sell franchises (under a Registration Law) and the jurisdictions in which the Sellers sold a Franchise since January 1, 2017 under a Registration Law and under the FTC Rule.

(d) Since January 1, 2017, (i) the Sellers have prepared and maintained each FDD in compliance, in all material respects, with: (A) the NASAA Guidelines; (B) The Compliance Guide and the FTC Rule; and (C) the Registration Laws.

(e) Since January 1, 2017, the Sellers have not, in any FDD, other franchise disclosure document, in applications and/or filings with states under the Registration Laws made any untrue statement of a material fact, omitted to state a material fact required to be stated therein, or omitted to state any fact necessary to make the statements made therein, taken as a whole, not misleading.

(f) Except as disclosed in the Current FDD, none of the Sellers is subject to any currently effective Order, injunction, or similar mandate with respect to the offer or sale of Franchise Agreements in any jurisdiction. There are no proceedings pending (or to the Knowledge of the Sellers, threatened) against the Sellers alleging failure to comply with any Registration Laws or Relationship Laws, or any similar Law of any other jurisdiction, foreign or domestic.

(g) The Franchise Agreements grant exclusive development territories to Franchisees that have development rights, and protected radiuses to Franchisees; except for those grants and except as provided by operation of Law, no Franchisee has a protected territory, exclusive territory, right of first refusal, option, or other similar arrangement with respect to a Franchise and no Person currently holds any right or option to operate, develop, or locate a Franchise, or to exclude the Sellers or others from operating or licensing a third party to operate a Franchise, in any geographic area or at any location.

3.18 Brokers. No Seller has employed or retained, and no Seller has any liability to, any broker, agent or finder on account of this Agreement or any of the other transaction documents or the transactions contemplated hereby or thereby.

3.19 Powers of Attorney. There are no Persons holding a power of attorney on behalf of any of the Sellers, the Key Shareholders, the Assets or the Business that would enable any such Person to sell, convey, assign, lease, encumber or otherwise transfer or dispose of any of the Assets.

3.20 Full Disclosure/No Reliance. This Agreement, the Schedules hereto, and any certificate, instrument or other document required to be delivered pursuant to this Agreement, do not contain any misrepresentation of a material fact, and do not omit to state any material fact necessary to make the statements contained therein not misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE KEY SHAREHOLDERS

Each of the Key Shareholders represents and warrants, severally and jointly, to the Buyer as follows:

4.1 Authorization of Agreement. Each of the Key Shareholders has all requisite legal capacity, power, authority and legal right to execute, deliver and perform under this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Key Shareholder in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “**Shareholder Documents**”), his obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

4.2 Conflicts. Neither the execution and delivery by each Key Shareholder of this Agreement or the other Shareholder Documents, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by each Key Shareholder with any of the provisions hereof or thereof will conflict with, or result in any violation of, breach of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a benefit under, or give rise to any obligation of a Key Shareholder to make any payment under, or result in the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the properties or assets of any Key Shareholder (with or without notice or lapse of time, or both) under any provision of: (a) any Contract or permit to which any Key Shareholder is a party or by which any of the properties or assets of any Key Shareholder are bound; (b) any Order applicable to each Key Shareholder or the properties or assets of each Key Shareholder; or (c) any applicable Law, other than such conflicts, violations, defaults, terminations or cancellations that would not have a Material Adverse Effect.

4.3 Litigation. There is no Legal Action pending or, to the actual knowledge of each Key Shareholder, threatened against each Key Shareholder, or to which each Key Shareholder is otherwise a party, relating to this Agreement, the other Shareholder Documents or the transactions contemplated hereby or thereby.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as follows:

5.1 Organization, Standing and Authority. The Buyer is validly existing and in good standing under the laws of its jurisdiction of formation. The Buyer has all requisite power and authority to execute, deliver and perform this Agreement in accordance with its terms.

5.2 Authorization and Binding Obligation. This Agreement has been duly authorized by all necessary actions on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and shall constitute the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

5.3 Absence of Conflicting Agreements. Subject to obtaining the Consents, the execution and delivery of this Agreement by the Buyer (with or without the giving of notice, the lapse of time, or both) and the performance by the Buyer of the transactions contemplated hereby: (a) do not require the consent of any other Person; (b) will not conflict with the Buyer's organizational documents; and (c) will not conflict with, result in a breach of, or constitute a default under, any Legal Requirements applicable to the Buyer.

5.4 Litigation. There are no Legal Actions in progress, pending, or to the knowledge of the Buyer, threatened, against the Buyer.

5.5 No Broker. The Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated hereby for which the Seller could become liable or obligated.

5.6 Knowledge of Breach/No Reliance. The Buyer has no actual knowledge (a) of the untruth or inaccuracy of any representation or warranty made by the Sellers in this Agreement or (b) with respect to the non-fulfillment, non-performance or other breach of any covenant or agreement of the Sellers hereunder.

5.7 Financing. The Buyer has provided to Seller true and complete copies of the audited financial statements for its affiliate, 360 Painting, LLC, a Delaware limited liability company, as of December 31, 2018, consisting of the balance sheet and related statements of income (the “**360 Painting Financial Statements**”). To the Buyer’s knowledge, the 360 Painting Financial Statements present fairly the financial position of Buyer as of the respective dates and the results of operations for the periods.

SECTION 6. CLOSING AND CLOSING DELIVERIES

6.1 Closing. The closing of the sale and purchase of the Assets and other transactions contemplated hereby is being consummated (the “**Closing**”) at 5:00 o’clock P.M., prevailing business time, on the Closing Date, by virtual closing through the exchange of documents electronically.

6.2 Deliveries by the Seller. On the Closing Date, the Sellers and/or the Key Shareholders shall deliver to the Buyer the following, in form and substance reasonably satisfactory to the Buyer and its counsel:

(a) Transfer Documents. Duly executed bills of sale, assignments and other transfer documents, which shall be sufficient to vest good and marketable and transferable title to the Assets in the name of the Buyer, free and clear of any Liens, including:

(i) a bill of sale in the form of Exhibit B (the “**Bill of Sale**”) duly executed by the Sellers;

(ii) an assignment of Assets in the form of Exhibit C (the “**Assignment and Assumption Agreement**”) duly executed by the Sellers, which includes the assignment and assumption of the Assigned Agreements;

(iii) an assignment agreement in the form of Exhibit D, evidencing the assignment to the Buyer of the Intellectual Property owned by the Sellers or the Key Shareholders (the “**Intellectual Property Assignment Agreement**”) duly executed by the Sellers;

(iv) a Trademark Assignment Agreement in the form of Exhibit E (the “**Trademark Assignment Agreement**”) duly executed by the Sellers

evidencing that the License Agreement between Renew Crew and OLBIP has been terminated as of the Closing Date and assigning the Trademarks used in the Business to the Buyer; and

(v) a Transition Services Agreement in the form of Exhibit F (the “**Transition Services Agreement**”) duly executed by the Sellers.

(b) Liens and Indebtedness. evidence that the Assets are released from all Liens;

(c) Secretary’s Certificates. a certificate from each Seller, dated as of the Closing Date, executed by the Secretary of each Seller, certifying that the resolutions, as attached to such certificate, were duly adopted by the shareholders of the Seller authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions remain in full force and effect; and

(d) Other Documents. Such other documents and instruments as shall be reasonably necessary to affect the intent of this Agreement and consummate the transactions contemplated hereby.

6.3 Deliveries by the Buyer. On the Closing Date, the Buyer shall deliver to the Sellers and/or the Key Shareholders the following, in form and substance reasonably satisfactory to the Sellers and the Sellers’ counsel:

(a) Purchase Price. The Closing Day Purchase Price;

(b) Promissory Note. The Promissory Note;

(c) Assumption Agreements. Duly executed assumption agreements and other documents pursuant to which the Buyer shall assume and undertake to perform the Seller’s obligations arising after the Effective Time, including:

(i) the Assignment and Assumption Agreement, duly executed by the Buyer; and

(ii) the Intellectual Property Assignment Agreement, duly executed by the Buyer;

(iii) the Bill of Sale, duly executed by the Buyer;

(iv) the Trademark Assignment Agreement, duly executed by the Buyer; and

(v) the Transition Services Agreement, duly executed by the Buyer.

(d) Secretary's Certificate. a certificate from the Buyer, dated as of the Closing Date, executed by the Secretary of the Buyer, certifying that the resolutions, as attached to such certificate, were duly adopted by the members of the Buyer authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions remain in full force and effect; and

(e) Other Documents. Such other documents and instruments as shall be reasonably necessary to affect the intent of the Agreement and consummate the transactions contemplated hereby.

SECTION 7. SURVIVAL AND INDEMNIFICATION

7.1 Representations and Warranties. The representations and warranties contained in Sections 3.1, 3.2, 3.6, 3.10(b), 3.11, 3.18, 4.1, 5.1 and 5.2 (collectively, the "**Fundamental Representations**") shall survive indefinitely after the Closing Date. All other representations and warranties contained in this Agreement, and in any certificate, document or instrument delivered in connection herewith, shall survive for a period of two (2) years after the Closing Date. The parties' obligations with respect to its covenants and agreements in this Agreement, and in any certificate, document or instrument delivered in connection herewith, shall survive for its terms. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained herein. If, prior to the expiration of any survival period, either party makes a claim setting forth in reasonable detail facts and circumstances supporting each claim, the survival period with respect to such claim shall be extended until such claim shall have been satisfied or otherwise resolved.

7.2 Indemnification by the Sellers and Key Shareholders. Subsequent to the Closing, and notwithstanding the Closing, and regardless of any investigation made at any time by or on behalf of the Buyer or its Affiliates or any information the Buyer or its Affiliates may have, each of the Sellers and the Key Shareholders shall indemnify and hold the Buyer and its Affiliates harmless against and with respect to, and shall reimburse the Buyer and its Affiliates for (collectively, "**Buyer's Damages**"):

(a) any and all losses, liabilities or damages resulting from (i) any material breach of any representation or warranty of each Seller and the Key Shareholders; or (ii) any nonfulfillment of any covenant or agreement by the Sellers or the Key Shareholders, contained herein or in any certificate, document or instrument prepared by the Sellers and delivered to the Buyer hereunder;

(b) any and all Retained Liabilities;

(c) any and all consequences of the Sellers' failure to comply with any applicable bulk sales law; and

(d) any and all Legal Actions, costs and expenses (including reasonable legal costs and expenses) incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

7.3 Indemnification by the Buyer. Subsequent to the Closing, and notwithstanding the Closing, and regardless of any investigation made at any time by or on behalf of the Sellers or any information the Sellers may have, the Buyer shall indemnify and hold the Sellers harmless against and with respect to, and shall reimburse the Sellers for (collectively, “**Seller’s Damages**”):

(a) any and all losses, liabilities or damages resulting from (i) any material breach of any representation or warranty of the Buyer or (ii) any nonfulfillment of any covenant or agreement by the Buyer, contained herein or in any certificate, document or instrument prepared by the Buyer and delivered to the Sellers hereunder;

(b) the performance by the Buyer after the Closing of the Assigned Agreements; and

(c) any and all Legal Actions, costs and expenses (including reasonable legal costs and expenses) incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

7.4 Limitation on Liability

(a) Notwithstanding anything to the contrary set forth in this Agreement, any claim for indemnification with respect to representations and warranties shall be submitted in writing to the indemnifying party within the applicable Notice Period (as defined below). Any such claim not made prior to the expiration of the Notice Period shall be extinguished, and all representations and warranties with respect to which no claim is made prior to the Notice Period shall expire and be of no force and effect. The term “**Notice Period**” for purposes of this Section 7.4 shall mean (i) with respect to Fundamental Representations, any time prior to the expiration of the applicable statute of limitations, if any, and (ii) with respect to all other representations and warranties, any time prior to two (2) years after the Closing Date.

(b) Notwithstanding anything to the contrary set forth in this Agreement, neither party shall be liable to the other for indemnification under Section 7.2 (a)(i) or Section 7.3 (a)(i) as applicable, until the aggregate amount of all indemnifiable losses under this Agreement exceeds \$20,000.00 (the “Threshold”), in which event the indemnifying parties shall be required to pay or be liable for all such losses in excess of the Threshold amount.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the maximum aggregate amount of losses for which the Sellers, on the one

hand, and the Buyer, on the other hand, shall be required to indemnify the other party pursuant to Section 7.2 (a)(i) or Section 7.3 (a)(i), as applicable, shall not exceed an amount equal to \$165,000.00; provided, however, that with respect to the Fundamental Representations the limit shall be an amount equal to \$330,000.00.

(d) Each party to this Agreement shall use commercially reasonable efforts to mitigate any loss for which such party could make an indemnify claim under this Section 7.4.

7.5 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the “**Claimant**”) shall give written notice to the party from whom indemnification is sought (the “**Indemnifier**”) of any claim, whether between the parties or brought by a third party, promptly after receiving notice or becoming aware thereof, and such notice shall specify in reasonable detail (i) the factual basis for such claim and (ii) the amount of the claim; provided, however, that any delay by the Claimant in giving such notice shall not relieve the Indemnifier of its obligations under this Agreement except and only to the extent that the Indemnifier is materially damaged by such delay.

(b) If such notice from the Claimant pertains to a breach of representation, warranty, covenant or agreement contained in this Agreement or other similar demand for direct indemnification pursuant to this Agreement, then the Indemnifier shall have thirty (30) days following receipt of the Claimant’s notice to make such investigation of the claim as the Indemnifier deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifier and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifier agree at or prior to the expiration of said thirty (30) day period (or any mutually agreed upon extension thereof) on the validity and amount of such claim, the Indemnifier shall immediately pay to the Claimant the full amount of the claim. Otherwise, the parties shall have such rights as may be available to them under this Agreement and applicable Legal Requirements, including the Buyer withholding payments under the Promissory Note only in respect of claims to the extent that the Sellers have acknowledged are owing or that have been adjudicated by a final nonexpendable order of court or arbitrator to be owing.

(c) If such notice from the Claimant pertains to a claim or demand by a third party, then the Indemnifier shall have thirty (30) days following receipt of the Claimant’s notice to (i) make such investigation of the claim or demand as the Indemnifier deems necessary or desirable and (ii) notify the Claimant of whether or not the Indemnifier desires to defend the Claimant against such claim or demand. During such thirty (30) day period, the Claimant shall make such filings, including motions for continuance (and answers if a motion for continuance has not been granted), as may be necessary to preserve the parties’ positions and rights with respect to such claim or demand; provided, however, that any failure by the Claimant to do so shall not relieve the

Indemnifier of its obligations under this Agreement except and only to the extent that the Indemnifier is materially damaged by such delay.

(d) If Indemnifier acknowledges its obligation to provide indemnification hereunder, the Indemnifier may elect to defend the Claimant against such third party claim or demand, and then the Indemnifier shall have the sole power to direct and control such defense so long as the Indemnifier agrees that it will be responsible for the full payment of such claim or demand. The Claimant (i) shall cooperate with the Indemnifier and its counsel with respect to any such claim or demand by providing the Indemnifier with reasonable access to the Claimant's relevant employees and business records and (ii) shall use its commercially reasonable efforts to assist, and to cause the Claimant's employees and counsel to assist, in the defense of such claim or demand. Upon confirmation by the Indemnifier of its obligation to provide indemnification and of its desire to assume the defense to such claim or demand on the terms set forth above, the Indemnifier shall not be liable to the Claimant for any legal fees and expenses subsequently incurred by the Claimant, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request for cooperation or assistance by the Indemnifier; provided, however, that if, in the reasonable opinion of counsel to the Claimant, there exists a conflict of interest between the Indemnifier and the Claimant, the Indemnifier shall be liable for the reasonable legal fees and expenses of separate counsel to the Claimant. If the Claimant desires to participate in, but not control, any such defense, it may do so at its sole cost and expense; provided, that in any action seeking an injunction or decree, the effect of which would be to limit in any respect the future activity of the Claimant, the Claimant shall be entitled to participate in the defense of such action at the Indemnifier's expense. The Claimant shall not settle, compromise, discharge or otherwise admit to any liability for any claim or demand for which the Indemnifier has acknowledged its obligation to provide indemnification hereunder without the prior written consent of the Indemnifier (which consent shall not be unreasonably withheld or delayed). The Indemnifier shall not settle, compromise, discharge or otherwise admit to any liability for any claim or demand on a basis that would adversely affect the future activity or conduct of the Claimant without the prior written consent of the Claimant (given or withheld in its sole discretion). The Indemnifier shall notify the Claimant promptly following any determination by the Indemnifier that the tendered claim or demand is not subject to indemnification pursuant to this Section 7; provided, however, that Indemnifier agrees that up through the time of any such notification, it shall use its good faith and reasonable best efforts to protect and preserve any rights of the Claimant with respect to such claim or demand.

(e) If the Indemnifier does not acknowledge its obligation to provide indemnification hereunder or elects not to defend the Claimant against such third party claim or demand (or fails to promptly and reasonably prosecute such defense), the Claimant shall have the right to defend the claim or demand through appropriate proceedings and shall have the sole power to direct and control such defense at the Indemnifier's sole cost and expense. The Indemnifier shall have the right, at its sole cost and expense, to participate in the defense or settlement of any third party claim for which it may be liable, but Indemnifier shall be bound by the results or compromise obtained by

the Claimant with respect to such claim or demand (including any counter-claim or third party cross-claim relating thereto).

7.6 Affiliates. The indemnification rights provided in Sections 7.2 and 7.3 shall extend to any Affiliate, officer, director, representative, agent, lender, advisor, attorney, accountant, shareholder, member or other owner of each of the Buyer and the Sellers although any indemnification claims by such parties shall be made by and through the Claimant.

7.7 Adjustments to Purchase Price. All payments made with respect to the rights of indemnity under Article 7 shall be treated as adjustments to the Purchase Price for all Tax purposes.

7.8 Exclusive Remedy. Except for claims based on fraud, each of the Buyer, the Sellers and the Key Shareholders acknowledge and agree that the foregoing indemnification provisions in this Article 7 shall be their sole and exclusive remedy with respect to claims arising out of the transactions contemplated by this Agreement, and none of the parties shall assert any claim against another party relating hereto or based hereon except by exercising its rights under this Article 7.

SECTION 8. POST-CLOSING OBLIGATIONS

8.1 Payment of Other Retained Liabilities. The Sellers shall pay in full, or make adequate provision for the payment in full of, all of the Retained Liabilities and other liabilities of the Sellers under this Agreement. If any such Retained Liabilities are not so paid or provided for, or if the Buyer reasonably determines that failure to make any payments will impair the Buyer's use or enjoyment of the Assets or conduct of the Business, the Buyer shall provide the Sellers with a written notice of the Buyer's intent to pay such sums directly and request that the Sellers reimburse the Buyer for any such payments. The Sellers shall have fifteen (15) days upon the receipt of such notice to either cure the deficiency or provide the Buyer with written notice objecting to the Buyer making the payments directly. In the event that the Sellers shall fail to cure the deficiency or object to such payments within the time specified herein, the Buyer shall have the authority to proceed with direct payments and request reimbursement from the Sellers. In the event that the Sellers shall provide written notice to the Buyer objecting to the payments within the time specified, the parties agree to resolve the dispute in accordance with the dispute resolution provisions contained in Section 9.5.

8.2 Assistance in Proceedings. Each party will cooperate with the other party and its counsel in the contest or defense of, and make available its personnel and provide any testimony and access to its Books and Records in connection with, any Legal Action involving or relating to (a) any transaction contemplated by the terms of this Agreement or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving the Sellers or the Business.

8.3 Confidentiality; Press Releases.

(a) No press release or public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either the Buyer or the Sellers without the consent of the other party hereto. The Buyer and the Sellers shall furnish to each other advance copies of any press release or public disclosure proposed to be made public concerning this Agreement or the transactions contemplated hereby and the date upon which the Buyer or the Sellers, as the case may be, propose to make such press release or public disclosure.

(b) From and after the Closing, the Sellers and their Affiliates will keep all information relating to the Business as confidential as if the Sellers and their Affiliates were the recipient of such information.

Notwithstanding anything herein to the contrary, this Section 8.3 shall not be construed to prohibit any party from (i) making any disclosures to any Governmental Authority which it is required to make under any applicable Legal Requirements, or (ii) making any disclosures to any lenders to such party or potential investors in such party (subject to the provisions of Section 8.3(a)).

8.4 Non-competition, Non-solicitation and Non-disparagement.

(a) For a period of two (2) years after the Closing Date, each of the Sellers and Key Shareholders shall not, anywhere within the United States, directly or indirectly invest in, own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to become engaged in any business offering cleaning, restoration and protection services for exterior surfaces in residential and/or commercial markets (a “**Competing Business**”); provided, however, that the Sellers and each of the Key Shareholders may purchase or otherwise acquire up to (but not more than) five percent (5%) of any class of the securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Exchange Act.

(b) Non-solicitation. For a period of two (2) years after the Closing Date, each of the Sellers and Key Shareholders shall not, directly or indirectly:

(i) solicit the business of any Person who is a customer of the Buyer or any of its Affiliates excluding any Renew Crew franchisee that is also a franchisee of one of OLB’s other franchise businesses at the time of Closing including Archadeck, Outdoor Lighting Perspectives and Conserva Irrigation;

(ii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, employee, consultant or other business relation of the Buyer, or any of its Affiliates, to cease doing business with the Buyer, or any of its Affiliates, to deal with any competitor of the Buyer, or any of its Affiliates, or in any way interfere with such relationships of the Buyer or any of its Affiliates;

(iii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, employee, consultant or other business relation of the Seller on the Closing Date or within the year preceding the Closing Date to cease doing business with the Buyer, or any of its Affiliates, to deal with any competitor of the Buyer, or any of its Affiliates, or in any way interfere with such relationships of the Buyer or any of its Affiliates; or

(iv) hire, retain or attempt to hire or retain any employee or independent contractor of the Buyer, or any of its Affiliates, or in any way interfere with the relationship between the Buyer, or any of its Affiliates, and any of its employees or independent contractors.

(c) Non-disparagement. After the Closing Date, (i) each of the Seller and Key Shareholders will not disparage the Buyer (or any of the Buyer's Affiliates, members or other owners, directors, officers, employees or agents) or the Business; and (ii) the Buyer will not disparage the Sellers (or any of the Sellers' Affiliates, the Key Shareholders, directors, officers, employees or agents).

(d) Modification of Covenant. If a final judgment of a Governmental Authority determines that any term or provision contained in Section 8.4 (a) through (d) is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 8 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 8 is reasonable and necessary to protect and preserve the Buyer's legitimate business interests and the value of the Assets and to prevent any unfair advantage conferred on the Sellers.

(e) Remedies. Notwithstanding anything to the contrary in this Agreement, the Sellers, each of the Key Shareholders, and the Buyer acknowledge that a breach by such party of any provision of this Section 8 will irreparably and continually damage the other party for which money damages may not be adequate. Consequently, the Sellers, each of the Key Shareholders, and the Buyer agree that in the event it breaches or threatens to breach any of these covenants, the other party shall be entitled to both a preliminary and permanent injunction in order to prevent the continuation of such harm, and money damages insofar as they can be determined. Nothing in this Agreement shall be construed to prohibit any party from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative.

8.5 Customer and other Business Relationships. After the Closing, the Sellers and each of the Key Shareholders will use commercially reasonable efforts to cooperate, at the Buyer's expense, with the Buyer in the Buyer's efforts to continue and maintain for the benefit of the Buyer those relationships of the Sellers existing prior to the Closing and relating to the Business, including relationships with lessors, employees, regulatory authorities, licensors, customers, suppliers and others, and the Sellers will satisfy

the Retained Liabilities in a manner that is not detrimental to any of such relationships. The Sellers will refer to the Buyer all inquiries relating to such business. Neither the Sellers nor any of their officers, employees, agents or shareholders shall take any action intended to diminish the value of the Assets after the Closing or that would materially interfere with the Business.

8.6 Reports and Returns. After the Closing, the Sellers shall promptly prepare and file all reports and returns required by Legal Requirements relating to the Business as conducted using the Assets, to and including the Effective Time.

8.7 Collection of Other Payments. If, at any time or from time to time after the Closing Date, the Sellers or the Buyer receives any cash, checks, wire transfer or other property, including any insurance proceeds, which properly belongs to the other (the “**Post-Closing Collection Amounts**”), (a) such Post-Closing Collection Amounts shall be received by the receiving party as agent for and on behalf of the other, and (b) the receiving party shall promptly notify the other thereof and shall promptly remit all such receipts to the other as soon as practicable, however, in no event later than fifteen (15) days after the receipt of such payment, and shall provide to the other information as to the nature, source and classification of such payment.

8.8 Mail and Other Communications. The Sellers agree that at any time and from time to time after the Closing, the Buyer and its Affiliates shall have the right and authority to open all mail and other communications, in all formats (both tangible and intangible) (collectively, “**Mail**”), including service of process, received by the Buyer or its Affiliates pertaining to the Business, even if addressed to the Sellers, for processing or forwarding to the Sellers. The Sellers further agree to forward to the Buyer all Mail pertaining to the Business received by the Sellers at any time and from time to time after the Closing.

8.9 Further Assurances. After the Closing, each of the Sellers and Key Shareholders and the Buyer and Buyer’s Representative will take such actions and execute and deliver to the Buyer or Sellers, whatever the case may be, at the requesting party’s expense, such further deeds, bills of sale, assignments or other transfer documents as the Buyer or Sellers may reasonably request to evidence the transfer of the Assets from the Sellers to the Buyer pursuant to this Agreement.

8.10 Cooperation. Each of the Buyer, the Sellers and the Key Shareholders shall cooperate fully with each other and their respective lenders, attorneys, accountants, representatives, agents, consultants and advisors in connection with any actions requested to be taken as part of their obligations under this Agreement, and each of the Buyer, the Sellers and the Key Shareholders shall execute such other documents as may be reasonably necessary and desirable for the implementation and consummation of this Agreement, and otherwise use their commercially reasonable efforts to consummate the transactions contemplated hereby and to fulfill their obligations hereunder.

8.11 Change of Name. The Sellers shall take all actions requested by the Buyer to enable the Buyer to change its name to Renew Crew's name or any derivation thereof selected by the Buyer.

SECTION 9. MISCELLANEOUS

9.1 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, negotiation, execution and performance of this Agreement, including all fees and expenses of attorneys, accountants, brokers, agents and other representatives. Any sales Tax, transfer Tax or similar Tax payable as a result of the transfer of the Assets to Buyer will be paid by the Buyer.

9.2 Notices. All notices, demands, consents and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing including electronic mail messages, (ii) sent by facsimile transmission (with receipt confirmed), delivered by personal delivery or sent by an internationally-recognized courier service, (iii) deemed to have been given on the date telecopied with receipt confirmed, or emailed, the date of personal delivery or the date set forth in the records of such courier service, as applicable, and (iv) addressed as follows:

(a) If to the Seller:

Outdoor Living Brands, Inc.
2924 Emerywood Parkway, Suite 101
Richmond, VA 23294
Attention: Christopher M. Grandpre
Email: CGrandpre@OutdoorLivingBrands.com

(b) If to the Buyer:

Renew Crew LLC
630 Peter Jefferson Parkway
Suite 200
Charlottesville, Virginia 22911
Attention: Paul E. Flick
Email: PFlick@PremiumServiceBrands.com

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.2.

9.3 Benefit and Binding Effect. No party hereto may assign this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

9.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT GIVING EFFECT TO ANY PROVISIONS RELATING TO CONFLICTS OF LAWS. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the courts of the Commonwealth of Virginia in the City of Charlottesville, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

9.5 Dispute Resolution.

(a) Any disagreement or dispute between the parties arising out of or related to this Agreement or the breach or making hereof, other than actions by Sellers to enforce or collect upon the Promissory Note (a “**Dispute**”), shall be resolved in the manner provided in this Section 9.5. Should there develop any Dispute, either party may, by written notice to the other party, request that such Dispute be referred to the Key Shareholders and to the Buyer’s Representative (collectively, the “**Principals**”), who shall negotiate in good faith to attempt to resolve the Dispute. No settlement reached under this Section 9.5(a) shall be binding on the parties until reduced to a writing signed on behalf of the parties by the Principals.

(b) Should the procedure outlined in Section 9.5(a) fail to bring about a resolution of each outstanding Dispute within thirty (30) days following the giving of the notice referred to therein, then the parties shall promptly initiate a voluntary, non-binding mediation conducted by a mutually-agreed mediator. Should the parties for any reason be unable to agree upon a mediator, they shall request the clerk of court of the United States District Court for the City of Charlottesville, Virginia to appoint a capable mediator for them. The Sellers and the Buyer shall each bear one-half of the costs and expenses of the mediation and shall endeavor in good faith to resolve therein each outstanding Dispute. No settlement reached under this Section 9.5(b) shall be binding on the parties until reduced to a writing signed on behalf of the parties by the Principals.

(c) In the event the parties are unable to resolve any outstanding Dispute as provided above or ninety (90) days after notice of a Dispute is received, either party may elect to resolve the Dispute through arbitration. The parties specifically agree the exclusive method for resolution of the Dispute following mediation or the expiration of ninety (90) days as outlined herein, shall be by arbitration. The matter shall be submitted promptly to the American Arbitration Association. In lieu of submission thereto, the parties may agree upon informal arbitration. For such informal arbitration hereunder, each of the parties concerned shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the arbitrator so elected shall be binding upon the parties. Costs of arbitration shall be borne equally by the parties to the dispute.

(d) Notwithstanding anything to the contrary provided in this Section 9.5, and without prejudice to the above procedures, either party may at any time, in connection with any Dispute, apply to a court of competent jurisdiction for temporary injunctive or other provisional judicial relief if in such party's sole judgment such action is

necessary to avoid irreparable damage or to preserve the status quo until such time as the Dispute is resolved in accordance with this Section 9.5.

9.6 Entire Agreement. This Agreement, all Exhibits and Schedules hereto and all documents and certificates to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement among the Buyer, the Sellers and the Key Shareholders with respect to the subject matter hereof. All Exhibits and Schedules attached to this Agreement shall be deemed part of this Agreement and are incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations, letters of intent or other writings among the Buyer, the Sellers and the Key Shareholders with respect to the subject matter hereof, and cannot be amended, supplemented or modified except by a written agreement which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

9.7 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver.

9.8 Costs and Attorney Fees. In the event that any party institutes legal action pursuant to Paragraph 9.5(d) of this Agreement for the enforcement of any right, obligation, provision or covenant of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including fees on appeal, in addition to costs of suit.

9.9 Severability. If any provision hereof or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.10 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

9.11 No Third-Party Beneficiaries. All rights and obligations created by this Agreement are solely between the parties hereto. The parties hereto intend that there are no third-party beneficiaries under this Agreement, except as specifically provided in Article 7. Without limiting the foregoing, nothing in this Agreement is intended to confer upon any employee of the Sellers or such employee's legal representatives, heirs or beneficiaries any rights as a third party beneficiary or otherwise or any remedies of any kind whatsoever under or by reason of this Agreement, or the transactions contemplated hereby, including any rights of employment or continued employment.

9.12 Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

9.13 Advice of Counsel. Each party represents and warrants that in executing this Agreement: (a) such party has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; (b) the terms of this Agreement have been carefully read by such party and their consequences explained to such party by its independent advisors; (c) such party fully understands the terms and consequences of this Agreement; (d) such party has not relied on any inducements, promises or presentations made by the other party, except those expressly set forth herein, or the accounts, attorneys or other agents representing or serving the other party; and (e) each party's execution of this Agreement is free and voluntary.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed by the parties hereto as of the date first above written.

Buyer

PREMIUM SERVICE BRANDS, LLC

DocuSigned by:
Paul Flick
By: _____
D5525F89C99C492...
Name: Paul E. Flick
Title: Chief Executive Officer

RENEW CREW LLC

DocuSigned by:
Paul Flick
By: _____
D5525F89C99C492...
Name: Paul E. Flick
Title: Chief Executive Officer

Sellers


OUTDOOR LIVING BRANDS, INC.

DocuSigned by:
Christopher M. Grandpre
By: _____
701CF83E19AC19C...
Name: Christopher M. Grandpre
Title: Chief Executive Officer

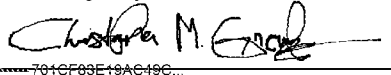
RENEW CREW FRANCHISING CORPORATION

DocuSigned by:
Christopher M. Grandpre
By: _____
701CF83E19AC19C...
Name: Christopher M. Grandpre
Title: Chief Executive Officer

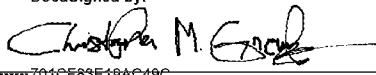
**OUTDOOR LIVING BRANDS
INTELLECTUAL PROPERTY
CORPORATION**

DocuSigned by:

By: _____
701CF83E18AC48C...
Name: Christopher M. Grandpre
Title: Chief Executive Officer

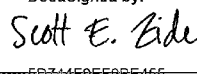
**OUTDOOR LIVING BRANDS SUPPLY
CORPORATION**

DocuSigned by:

By: _____
701CF83E18AC49C...
Name: Christopher M. Grandpre
Title: Chief Executive Officer

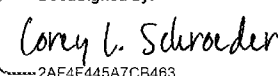
Key Shareholders

DocuSigned by:


701CF83E18AC49C...
Christopher M. Grandpre, Individually

DocuSigned by:


50744F9EF9BE455...
Scott E. Zide, Individually

DocuSigned by:


2AF4E445A7CB463...
Corey L. Schroeder, Individually

[ADDITIONAL SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

EXHIBIT A

Form of Promissory Note

EXHIBIT B

Form of Bill of Sale

EXHIBIT C

Form of Assignment and Assumption Agreement

EXHIBIT D

Form of Intellectual Property Assignment Agreement

EXHIBIT E

Form of Trademark Assignment Agreement

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** dated as of January 10, 2020, is between **OUTDOOR LIVING BRANDS INTELLECTUAL PROPERTY CORPORATION**, a Delaware corporation (“**OLBIP**”) and **PREMIUM SERVICE BRANDS, LLC**, (“**PSB**”) a Delaware Limited Liability Corporation.

All capitalized terms not defined in this Assignment have the meanings set forth in the Asset Purchase Agreement dated as of January 10, 2020 (the “**Purchase Agreement**”), among by and between **PSB, RENEW CREW LLC**, a Delaware limited liability company (collectively, the “**Buyer**”), and **OLB, Renew Crew, OLBIP, OLBSC** (collectively the “**Sellers**” and each is individually referred to as a “**Seller**”) and **Key Shareholders** as defined in the Purchase Agreement.

RECITALS

- A. Under the Purchase Agreement, the Sellers and Key Shareholders agreed to assign to Buyer certain of its Intellectual Property, including without limitation the trademarks listed on Exhibit A (the “**Marks**”).
- B. The Buyer and OLBIP have agreed to execute this Assignment assigning Renew Crew Intellectual Property, including the Marks, to the Buyer. The parties are executing this short-form assignment for recordation with the United States Patent and Trademark Office.


ASSIGNMENT

In consideration of the promises, representations and warranties in the Purchase Agreement:

OLBIP transfers and assigns to PSB all of its right, title and interest in and to the Marks, together with all associated good will and all related rights, all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registrations that is or may be secured. The provisions of this Assignment inure to the benefit of PSB, its successors, assigns and other legal representatives, and are binding upon OLBIP, its respective successors, assigns and other legal representatives.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

PREMIUM SERVICE BRANDS, LLC

DocuSigned by:

D5525F89CD9C492
Name: Paul E. Flick
Title: Chief Executive Officer

OUTDOOR LIVING BRANDS INTELLECTUAL PROPERTY CORPORATION


DocuSigned by:

701CF83E19AC49C
Name: Christopher M. Grandpre
Title: Chief Executive Officer

Exhibit A

**Outdoor Living Brands Intellectual Property Corporation
Renew Crew Brand
Active Trademark Portfolio Report as of December 18, 2019**

MARK	COUNTRY	APP. NO.	FILED DATE	REG. NO.	REG. DATE	CLASS AND DESCRIPTION	STATUS
EVERCLEAN	United States of America	87/391,860	Mar 30, 2017	5,232,951	Nov 14, 2017	37-Flower washing services, namely, cleaning of exterior surfaces, namely, wood, concrete, paving stones, siding, windows and roofing material.	Registered
RENEW CREW	United States of America	85/713,891	Aug 24, 2013	4,281,212	Aug 6, 2013	37-Cleaning, sealing and applying protective coatings to outdoor surfaces, namely, wood, concrete, paving stones, siding, windows and roofing material.	Registered
WOOD RE NEW	United States of America	76/070,098	Jun 18, 2000	2,506,079	Nov 13, 2001	37-Wood preservation and restoration services	Registered
WOOD RE NEW (stylized)	United States of America	85/175,375	Nov 20, 2013	3,519,838	Dec 18, 2013	37-Wood preservation and restoration services	Registered

