

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900579746		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly/Fredrick, Inc.	FORMERLY DBA Fisher Manufacturing	06/01/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Backer EHP Inc.		
Street Address:	4700 John Bragg Highway		
City:	Murfreesbo		
State/Country:	TENNESSEE		
Postal Code:	37127		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2360264	EVAPOWAY	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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>			
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Email:	trademarks@nge.com, twilliams@nge.com, dlau@nge.com		
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ATTORNEY DOCKET NUMBER:	024875.7013		
NAME OF SUBMITTER:	Thomas E. Williams		
SIGNATURE:	/Thomas E. Williams/		
DATE SIGNED:	12/02/2020		
Total Attachments: 54			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of June 1, 2016 between Kelly/Fredrick, Inc. doing business as Fisher Manufacturing (hereinafter "Seller"), and Backer EHP, Inc. (the "Buyer").

RECITALS

A. Seller operates a business line known as "Evapoway," which consists of electric condensate evaporators directed to the commercial refrigeration business, among other end markets (the "Business").

B. Seller is willing to sell, transfer and deliver to Buyer, and Buyer desires to purchase from Seller, pursuant to the terms and provisions of this Agreement, certain assets related to the operation of the Business.

NOW, THEREFORE, the parties agree as follows:

1. **Sale and Transfer of Assets.** At the Closing (as defined in Section 4 below), Seller shall sell, convey and transfer to Buyer, and Buyer shall purchase, the assets of the Business identified on Schedule 1, which the Parties agree will be updated and supplemented at Closing, and, in addition, the following assets of the Business (collectively, the "Acquired Assets"):

1.1 Any and all trademarks, including, without limitation the name "Evapoway," under which Seller commercializes, sells, and distributes electric condensate drain pans.

1.2 Any and all websites, including, without limitation, <http://evapoway.com>, marketing, and other materials under which Seller promotes the sale of electric condensate drain pans.

1.3 Any existing telephone numbers and toll free numbers that are used in the Business or used by the customers of the Business when placing orders or transacting with the Business, including, but not limited to, 714-897-5551, 1-800-692-4733, and 714-897-8388 (facsimile).

1.4 Any and all client and customer lists, whether current, past or prospective.

1.5 Any and all intellectual property rights ("IPR"), research and development expertise, contractual relationships (whether with clients or suppliers) and associated contracts, costing data, safety agency files, all sales, technical and production knowhow needed to maintain the existing sales and profitability of Seller's Evapoway electric condensate drain pan business, all key contacts and customer lists, information and emails, and supplier contacts and contracts.

1.6 All of Seller's accounts receivable at Closing, inventory assets and fixed assets (including, without limitation, machinery and equipment, computer software/hardware, office furniture and fixtures and leasehold improvements) which are listed on the "Evapoway" balance sheet dated February 29, 2016 and any additional inventory assets acquired in the normal course of business of Seller through the Closing. The computer software/hardware shall include, without limitation and without regard to whether said software/hardware is included on the balance sheet dated February 29, 2016, the software known as Quickbooks currently utilized by Seller to operate the Business.

1.7 The cash of Seller is expressly excluded. The sale hereunder shall also not include: (1) any assets not listed in Schedule 1; (2) any assets not identified in Section 1 of this Agreement; and (3) those assets listed on Schedule 1.6 (collectively, the "Excluded Assets").

2. **Assumption of Liabilities.** Except as shown on Schedule 2, Buyer shall not be responsible or liable in any manner for any debt, liability, or obligation of Seller of any nature whatsoever that accrues prior to Closing including, without limitation, those reflected on the February 29, 2016 balance sheet, and Seller shall and hereby does indemnify and hold Buyer harmless from same.

3. **Purchase Price.** The Purchase Price shall be **REDACTED**
REDACTED to be paid by wire transfer in immediately available funds at Closing, subject to the Accounts Receivable Holdback Amount under Section 9.13 hereinbelow and the Indemnity Escrow Amount under Section 9.14 hereinbelow.

4. **Closing.**

4.1 Subject to the conditions set forth in this Agreement, the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place at Seller's place of business as of the close of business on or before June 30, 2016. The date on which the Closing occurs is referred to as the "Closing Date" or the "Closing." Upon the completion of the Closing, the transactions described in this Agreement shall be deemed to have occurred as of the close of business on the Closing Date.

4.2 **Buyer Deliveries.** At the Closing, Buyer shall deliver to Seller:

- (a) The Purchase Price in the amount determined in Section 3 above, less the Accounts Receivable Holdback Amount and Indemnity Escrow Amount.
- (b) The certificate required under Section 8.1 of this Agreement.
- (c) The executed Escrow Agreement attached hereto Exhibit D.

(d) Executed counterparts of the Bill of Sale substantially in the form attached hereto as Exhibit A.

(e) Executed counterparts of the Assumption Agreement substantially in the form attached hereto as Exhibit B.

4.3 Seller Deliveries. At Closing, Seller shall deliver to Buyer:

(a) A duly executed bill of sale for the Acquired Assets.

(b) Lien releases, duly executed by secured parties, if any, to release and terminate any liens and security interests on the Acquired Assets.

(c) Resolutions of Seller's Shareholders, Board of Directors and/or Members authorizing the transaction contemplated in this Agreement.

(d) The Acquired Assets.

(e) The certificate required under Section 7.1 of this Agreement.

(f) The executed Consulting Agreement, attached as Exhibit C.

(g) The executed Escrow Agreement attached hereto as Exhibit D.

(h) Executed counterparts of the Bill of Sale substantially in the form attached hereto as Exhibit A;

(i) Executed counterparts of the Assumption Agreement substantially in the form attached hereto as Exhibit B; and

(j) The certificate of liability insurance for product liability claims required under Section 7.4 and Section 10 of this Agreement.

4.4 Possession. On the Closing Date, Seller will take such steps as are necessary to put Buyer in actual possession and operating control of the Acquired Assets.

4.5 Payment of Liabilities and Debts. Except for liabilities and debts assumed by Buyer as shown on Schedule 2, which the Parties agree will be updated and supplemented at Closing, if necessary, Seller shall pay all its liabilities and debts arising prior to the Closing. All such payments shall be

made within thirty (30) days of closing or within a commercially reasonable time thereafter. All liabilities and debts assumed by the Buyer after the Closing as shown on Schedule 2 will be paid by the Buyer when due. In the event either Party fails to comply with this section, the defaulting Party agrees to indemnify and hold the non-defaulting Party harmless from any claims and demands made by any creditor after closing, including, without limitation, attorney fees incurred by either Party. The obligations of the Parties as stated in this paragraph shall survive the Closing.

5. **Representations and Warranties by the Seller.** Seller hereby represents and warrants (as of the date of this Agreement and as of the Closing Date) to Buyer as follows:

5.1 **Organization.** Seller is a corporation validly existing under the laws of the State of California and has the power and authority to own and sell the Acquired Assets and carry on the Business. Seller is qualified to do business and is in good standing in all states necessary to conduct the Business. Shawn Louise Fredrick and William Christopher Fredrick (the "Shareholders") own 100% of the outstanding stock and have both approved this transaction.

5.2 **Authority.** Seller has full power, authority and legal right to enter into this Agreement and each other document to be executed and delivered by Seller pursuant to this Agreement and to perform all of its obligations hereunder or thereunder. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller.

5.3 **Consents and Approvals; No Violations.** Neither the execution, delivery or performance of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby nor compliance by Seller with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the articles of incorporation or organization or related documents of Seller, (b) require any filing with, or permit, authorization, consent or approval of, any governmental entity, (c) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Seller is a party or by which it or any of its properties or assets may be bound, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, or any of its respective properties or assets.

5.4 **Litigation.** There is no suit, claim, action, proceeding or investigation pending or, to the best of Seller's knowledge, threatened against the Seller, the Business, or any of the Acquired Assets that could reasonably be expected to prevent or preclude the consummation of the transactions contemplated by this Agreement.

5.5 Acquired Assets. Seller has and will convey to Buyer at Closing good and marketable title to the Acquired Assets, free and clear of all claims, liens, security interests, encumbrances, and restrictions of any nature whatsoever.

5.6 Disclosure. No representation or warranty made in this Agreement or as provided herein contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained herein not misleading.

5.7 Financial Representation. Seller represents and warrants, to the best of its Shareholders' knowledge, that all financial information and data provided to Buyer to date is accurate, including, without limitation, the Profit & Loss and Balance Sheet of the Evapoway business for the years ended December 31, 2013, December 31, 2014, and December 31, 2015, and the two months ended February 29, 2016.

5.8 Tax Returns. Seller represents and warrants that all tax returns (federal, state and local) required to be filed by Seller have been filed and that they are/were correct in every material respect.

5.9 Debt. Seller represents and warrants that it has no debt that affects or compromises its ability to transfer the Acquired Assets or to complete the transactions contemplated under this Agreement.

5.10 No Liens, Security Interests, or Mortgages. The Seller represents and warrants that there are no liens, security interests, or mortgages against any of the Acquired Assets.

5.11 No Suits. Seller represents and warrants that there are no suits, actions, claims, or other litigation (including any charges or complaints before any administrative agency or arbitrator) by or against it or Seller's respective directors, general partners, Shareholders, managers, officers, employees, or agents that are pending or anticipated or threatened and that could impair or implicate Seller's ability to transfer the Acquired Assets or complete the transaction contemplated by this Agreement. Further, Seller represents and warrants that it is not bound by any decree, judgment, order, settlement agreement, or other similar legal documents or agreement affecting the Acquired Assets to which Seller or any of its directors, general partners, Shareholders, managers, officers, employees, or agents is a party or by which Seller is bound.

5.12 No Disputes. Seller represents and warrants that there are no pending, threatened, or anticipated contractual disputes regarding any contract to which Seller is bound that affects the Acquired Assets. Further, Seller represents and warrants that, for the time period commencing March 1, 2012 through the current date, there are no pending or threatened disputes between Seller and

any of its twenty-five (25) largest clients, twenty-five (25) of its largest suppliers, or any client or supplier in which the amount in controversy exceeds five-thousand dollars (\$5,000.00).

5.13 No Restrictions. Seller represents and warrants that there are no restrictions on the Acquired Assets or the use of the Acquired Assets by any regulatory or governmental authority that will impact the Buyer's use of the Acquired Assets after closing. Seller likewise represents and warrants to Buyer that there is no restriction or IRS ruling or opinion (whether formal or informal) that affects or is likely to affect the Acquired Assets or the transaction. Further, Seller represents and warrants that there are no agreements in effect that place restrictions upon competition or restrict or purport to restrict the ability of Seller to engage in the Business or to operate in any geographic area.

5.14 No Regulatory Violations. Seller represents and warrants that there are no penalties, restrictions, limitations, or other adverse regulatory actions against it as a result of a violation of Federal, state, foreign, or other laws and regulations with respect to the Business or the ownership or use of any of the Acquired Assets.

5.15 No Employment Agreements or Payments. Seller represents and warrants that at the Closing, there will be no employment agreements and/or compensation or independent contractor agreements, inclusive of any non-compete or similar contracts, that bind or restrict Seller, the Business, or the Acquired Assets. Further, Seller represents and warrants that there are no payments that need to be made to any employee due to the transfer of the Acquired Assets.

5.16 No Employee Grievances. Seller represents and warrants that no labor or employment grievances or charges involving Seller, the Business, or the Acquired Assets have been filed in the last four years, whether or not resolved.

5.17 No Guarantor Agreements. Seller represents and warrants that there are no contracts or indemnity agreements affecting the Acquired Assets wherein Seller is a guarantor to such contract(s).

5.18 No Letters of Credit. Seller represents and warrants that there are no letters of credit that have been issued to or on behalf of Seller.

5.19 No Other Contracts. Seller represents and warrants that there are no contracts to which Seller is a party or guarantor that contain termination or other provisions triggered by a change in control or disposition of assets of Seller or disposition of the Acquired Assets. Seller represents and warrants that there are no contracts containing provisions requiring the consent of any third party in the event of a sale of Seller or of the Acquired Assets or of other assets or equity interests of Seller. Seller represents and warrants that there are no licenses

contracts, royalty contracts, or franchise contracts that would affect the Acquired Assets.

5.20 No Infringement. Seller represents and warrants that there are no claims or proceedings pending or anticipated relating to actual or alleged infringement by the Seller of intellectual property rights of others or relating to any adverse or competing claims to intellectual property rights owned, licensed, or otherwise used by Seller.

5.21 Insurance. Seller represents and warrants that no insurer has ever denied a claim made by Seller of the last four (4) years.

5.22 No Warranty Claims. Seller represents and warrants that there are no pending, outstanding, or anticipated warranty claims against the Acquired Assets.

6. **Representations and Warranties by the Buyer**. Buyer hereby represents and warrants (as of the date of this Agreement and as of the Closing Date) to Seller as follows:

6.1 Organization. Buyer is a corporation validly existing under the laws of the State of Delaware and has the corporate power and authority to own its assets and conduct its business as is currently being conducted.

6.2 Authority. Buyer has full power, authority and legal right to enter into this Agreement and each other document to be executed and delivered by Buyer pursuant to this Agreement and to perform all of its obligations hereunder or thereunder. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

6.3 Consents and Approvals. No action, approval, consent, or authorization of any governmental authority is necessary for Buyer to consummate the transactions contemplated hereby.

6.4 No violations of law. The consummation of the transactions contemplated hereby will not result in any violation of any law or governmental rule or regulation applicable to Buyer.

6.5 Sufficient Funds. Buyer (i) has, and at the Closing will have, sufficient internal funds available to pay the Purchase Price and any expenses incurred by Buyer in connection with the transactions contemplated by this Agreement, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or liability of any kind, which would impair or adversely affect such resources and capabilities.

6.6 Disclosure. To the best of Buyer's knowledge, no representation or warranty made in this Agreement or as provided herein contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

7. Conditions Precedent to Buyer's Obligations. The obligations of Buyer at the Closing shall be subject to the sole and absolute satisfaction of the following conditions precedent any of which may be waived by Buyer:

7.1 Representations. All representations and warranties of Seller contained herein shall be true and correct in all material respects on the Closing Date as if made on such date and all covenants and agreements of Seller contained in this Agreement shall have been complied with in all respects. At the Closing, Buyer shall have received a certificate, dated as of the Closing Date and duly executed by Seller to the effect that the conditions set forth in the preceding sentence have been satisfied.

7.2 Conveyance Documents. Buyer shall have received from Seller such bills of sale, assignments, and other good and sufficient instruments of conveyance and transfer as are effective to transfer to Buyer title to the Acquired Assets as reasonably determined by Buyer.

7.3 Third-Party Approvals. Buyer shall have obtained from Seller or others all required consents, authorizations or approvals, or exemptions by, or filings with, any governmental body.

7.4 Certificate of Insurance for Product Liability Claims. Buyer shall have received from Seller a certificate of liability insurance as further described in Section 10 of this Agreement that evidences occurrence based general liability and products liability insurance for any and all products liability claims that relate to or arise out of occurrences related to any products, Acquired Assets, or other items prior to the closing date.

8. Conditions Precedent to Seller's Obligations. The obligations of Seller at the Closing shall be subject to the satisfaction of the following conditions precedent any of which may be waived by Seller:

8.1 Representations. All of Buyer's representations and warranties contained herein shall be true and correct on the Closing Date as if made on such date and all covenants and agreements of Buyer contained herein shall have been complied with in all respects. At the Closing, Seller shall have received a certificate, dated as of the Closing Date and duly executed by Buyer to the effect that the conditions set forth in the preceding sentence have been satisfied.

8.2 Payment of Purchase Price. Seller shall receive the Purchase Price as specified in Section 3 above.

9. Further Agreements and Covenants.

9.1 Further Assurances. Each of Seller and Buyer agree that at any time after the execution of this Agreement and after the Closing, and upon reasonable request from either Seller or Buyer, as the case may be, to execute and deliver, without additional consideration, any such documents and instruments and take such other actions as may be reasonably necessary to carry out the purpose of this Agreement.

9.2 Conduct of Business. Pending the Closing, Seller shall not permit any conduct of the Business other than in the ordinary course of business.

9.3 Trade Names/Domain Names. Seller transfers, assigns, and sells to Buyer the right to use the name "Evapoway" and any similar variations expressly including, but not limited to, existing telephone numbers and toll free numbers (including, but not limited to, 714-897-5551, 1-800-692-4733, and 714-897-8388 (facsimile)), e-mail addresses, websites, and any other form of trade name/domain name associated with the "Evapoway" Business that is used in the Business or used by the customers of the Business when placing orders or transacting with the Business.

9.4 Employees. Buyer shall assume no liabilities or responsibilities arising from or connected with any employee, employment agreements or any employee benefit or welfare plans or other benefits program provided by Seller to its employees prior to or after the Closing Date and shall indemnify and hold Buyer harmless from same. Buyer has no obligation to employ any of Seller's employees. This obligation shall survive closing.

9.5 Allocation of Purchase Price. Seller and Buyer agree that the mutually agreed upon allocation of the Purchase Price among the Acquired Assets shall be shown on Schedule 9.5 attached. The Parties agree to be bound by such mutually agreed upon allocation and to report the transaction contemplated herein for federal and all other applicable income tax purposes in accordance with such allocation. In furtherance of the foregoing, the Parties hereto agree that each Party will execute and timely file Internal Revenue Service Form 8594 reflecting such mutually agreed upon allocation.

9.6 Real Estate. Buyer is not purchasing any real estate from Seller.

9.7 Due Diligence. The Parties agree that the Buyer has had an opportunity to conduct due diligence of the Seller, its books and records, and the Acquired Assets prior to the execution of this Agreement. For a period ending the Closing Date, Buyer shall have the right to continue to conduct due diligence,

but acknowledges that, pending a significant, material deviation from the due diligence produced thus far or the representations made in this Agreement, the Buyer shall not be entitled to terminate this Agreement without liability if it is not satisfied with the results of its further due diligence examination because terminating this Agreement at this point would cause serious, irreparable harm to the Seller; provided, however, that Seller has acted in good faith in providing Buyer with reasonable access and inspection during normal business hours and with reasonable notice from Buyer to the premises located at 5622 Buckingham Drive, Huntington Beach, CA 92649, the books and records of Seller, and any other aspect of the Business reasonably related to the production and sale of electric condensate evaporators or of the Acquired Assets such that Buyer can accomplish its due diligence to a commercially reasonable degree.

9.8 Continuation of Business. Seller shall make a good faith effort to take all steps reasonably necessary to protect the Business and the Acquired Assets and to ensure that the Business and Acquired Assets are in the same or similar state, character, quality, and value at the time of the Closing as of at the time of the execution of this Agreement, and Seller will continue to manage and operate the Business between the date of the execution of this Agreement and the Closing in the same manner and with the same effort as Seller managed and operated the Business prior to the execution of this Agreement. Buyer may forego the Closing and terminate this Agreement if the Business and/or the Acquired Assets have deteriorated, declined, worsened, and/or depreciated so as to materially affect the Business, Acquired Assets, and/or any provision of this Agreement as a result of the fault of the Seller in not making a good faith effort to protect the Business and the Acquired Assets or carrying on the management, production, and operation of the Business and Acquired Assets in the same manner and with the same effort as Seller has done prior to the execution of this Agreement,

9.9 Furnishing Information; Announcements. Seller, on the one hand, and Buyer, on the other hand, will, as soon as practicable after reasonable request therefore, furnish to the other all the information concerning Seller or Buyer, respectively, required for inclusion in any statement or application made by Seller or Buyer to any governmental or regulatory body or in connection with obtaining any third party consent in connection with the transactions contemplated by this Agreement. Neither Seller, on the one hand, nor Buyer, on the other hand, or any representative thereof, shall issue any press release or otherwise make any statement to any third party (except to any affiliate of Backer, EHP, Inc.) with respect to the transactions contemplated hereby without the prior consent of the other, except as may be required by law (including federal or state securities laws) as determined by such party's counsel.

9.10 Accounts Payable, Expenses and Prorations. All expenses, sales taxes, rents and assessments which are past due or have become due and payable upon any of the Acquired Assets and which arise in connection with the

operation of the Business on or before the Closing Date will be paid by Seller (even if such tax bill is not received until after closing), together with any penalty or interest thereon. All expenses, sales taxes, rents and assessments which become due and payable upon any of the Acquired Assets, and which arise in connection with the operation of the Business after the Closing Date shall be paid by Buyer together with any penalty or interest thereon. Current personal property taxes and assessments will be prorated and adjusted between Buyer and Seller as of the Closing Date in a manner that is customary in the jurisdiction where the Acquired Assets are located. If current tax bills are unavailable at the Closing Date, the prior year's tax bills will be used for proration purposes and taxes will be re-prorated between Buyer and Seller when the current year's tax bills are received. Any amounts owed by Buyer or Seller with respect to such re-proration will be paid to the other within thirty (30) days of the determination of such re-proration.

9.11 Transition; Consulting Agreement. From the date of the execution of this Agreement through the Closing, Seller will in good faith and in a commercially reasonable manner continue to collaborate with Buyer regarding customer service, billing, marketing, production, and operation of the Business and Acquired Assets. One of Seller's Shareholders, Shawn Louise Fredrick, shall sign the Consulting Agreement listed as Exhibit C providing for such transition provisions as may be necessary or customary and in a form satisfactory to Buyer as a condition of closing. If Buyer would like to engage Seller as a consultant after Closing, Buyer can execute the Consulting Agreement by the close of business on June 30, 2016.

9.12 Non-Compete Agreement. Seller, Shawn Louise Fredrick and William Christopher Fredrick shall each enter a five (5) year non-compete/non-solicitation agreement restricting their right to be involved in electric condensate drain pan business and the Business, and in a form satisfactory to Buyer as a condition of closing (the "Non-Compete Agreements"). As per Article 9.5 and Schedule 9.5, a portion of the Purchase Price shall be allocated to the Non-Compete Agreement mentioned in this Articles 9.12.

9.13 Accounts Receivable Holdback Amount. Buyer shall withhold the sum of **REDACTED** from the Purchase Price at the Closing for a period of ninety (90) days to cover any receivables purchased as part of the Acquired Assets that are unpaid after the expiration of ninety (90) days from Closing (the "Accounts Receivable Holdback Amount"). To the extent that all receivables that are part of the Acquired Assets purchased at closing are paid in full within said ninety (90) day period, Buyer will thereafter turn over the full Accounts Receivable Holdback Amount to Seller. To the extent any receivables purchased by Buyer as part of the Acquired Assets are unpaid at the end of the said ninety (90) day period, then Buyer shall only be obligated to turn over to Seller from the Accounts Receivable Holdback Amount the net difference

between the receivables purchased as part of the Acquired Assets at closing and the receivables actually paid by the end of the ninety (90) day period.

9.14 Escrow Indemnity Amount. An amount equal to **REDACTED** **REDACTED** Purchase Price shall be deposited in escrow (the "Escrow Indemnity Amount") with FitzGerald Yap Kreditor LLP ("Escrow Agent") at Closing pursuant to an Escrow Agreement to be executed by the Parties at the Closing. Without limiting the content of the Escrow Agreement, the said Escrow Indemnity Amount shall be retained in escrow for a period of twelve (12) months following the Closing for the purpose of paying for any valid client warranty claims for products whose date of manufacture is prior to the Closing Date, but where Buyer is called upon to address such claims/problems after the Closing. Buyer must notify Seller within 30 days of a claim made by a client and produce any information that is reasonably necessary to verify whether the claim meets the specifications of the warranty, such as the client name; product number; defective part number; and date of manufacture. Buyer shall have sole discretion in handling any submitted client warranty claim and determining whether such claim is valid. Buyer shall use its best efforts in challenging any client warranty claim, and shall act in a commercially reasonable manner consistent with Buyer's current policies. In resolving or settling any valid client warranty claims, Buyer shall notify Seller and Escrow Agent of the amount required to resolve or settle any such valid client warranty claims, and Escrow Agent shall immediately provide Buyer with the requested funds out of the Escrow Indemnity Amount for the payment of any such valid client warranty claims. Payments made for valid client warranty claims from the Escrow Indemnity Amount shall consist of the Buyer's cost of the replacement part or product with no profits included, any cost or expense incurred by Buyer from a service provider, including travel costs, which is a normally expected expense for repairing and/or remedying any such valid client warranty claim, and any other commercially reasonable costs and/or expenses that are related to and part of any resolution or settlement of any such valid client warranty claims by Buyer. Any funds remaining of the Escrow Indemnity Amount will be disbursed to Seller or its shareholders 12 months following the Closing unless there are any pending or unresolved client warranty claims at the time of the expiration of such 12 month time period, in which case Escrow Agent shall continue to hold the remaining Escrow Indemnity Amount funds in escrow following the expiration of the 12 month time period until such time as any such pending or unresolved client warranty claims are concluded or resolved and such funds are disbursed to Buyer for settling any resulting valid client warranty claims, with any remaining funds thereafter to be released to Seller or its Shareholders.

10. Certificate of Insurance for Product Liability Claims. The Parties agree that Seller currently maintains and has in effect occurrence based general liability and products liability insurance for any and all products liability claims that relate to or arise out of occurrences related to any products, Acquired Assets, or other items prior to the closing. Further, the Parties agree that, as a condition to Buyer's obligations under this

Agreement, including Buyer's obligations at closing, Buyer shall have received from Seller.

11. Indemnification.

11.1 Seller will indemnify, defend and hold harmless Buyer from and against any and all post-Closing liabilities, losses, costs, damages, expenses, claims, fees or other disbursements (collectively, "Costs") arising from or related to (i) any material misrepresentation or breach of any covenant, warranty or agreement made by Seller in this Agreement or in any document delivered by Seller under this Agreement; (ii) the use or ownership of the Acquired Assets or the operation of the Business prior to the Closing Date (except as otherwise stated in this Agreement); or (iii) failure to comply with the terms of this Agreement.

11.2 Buyer will indemnify, defend and hold harmless Seller from and against any and all post-Closing Costs arising from or related to (i) any material misrepresentation or breach of any covenant, warranty or agreement made by Buyer in this Agreement or in any document delivered by Buyer under this Agreement; (ii) Buyer's use or ownership of the Acquired Assets or operation of the Business from and after the Closing Date; or (iii) failure to comply with the terms of this Agreement.

11.3 Any claim for indemnity under this Section 11 shall be made by written notice to the indemnifying party specifying in reasonable detail the basis of the claim. The indemnified party will give prompt written notice to the indemnifying party of any claim by a third party against the indemnified party which might give rise to a claim against the indemnifying party under this Section 11, stating the nature and basis of such claim, and if ascertainable, the amount thereof. In connection with any such third-party claim, the indemnifying party may, at its election and expense, assume the defense of such third-party claim, provided that the indemnifying party shall have acknowledged in writing its obligation to indemnify in respect of such third-party claim. Even if the indemnifying party assumes the defense of a third party claim, the indemnified party may elect to participate in the defense of the claim at its own expense. Neither Party shall have the right to compromise or settle any claim or dispute on behalf of the other Party without the written consent of the other.

11.4 The aggregate amount limitation for liability of Seller for any losses arising out of the indemnification obligations set forth in Section 11.1 shall not exceed \$150,000.

12. Notices. All notices or other communications required or permitted under this Agreement shall be given in writing and shall be deemed sufficient if delivered by hand, recognized overnight delivery service for next business day delivery or facsimile transmission (with original to follow by mail) or mailed by registered or certified mail,

postage prepaid (return, receipt requested), or sent by electronic mail (with receipt confirmed) as follows:

If to Buyer:

Backer EHP, Inc.
c/o J.F. Grubar
Backer EHP Inc.
4700 John Bragg Hwy.
Murfreesboro, TN 37127
Email: John.Grubar@backergroup.com

With a copy to:

Cope, Hudson, Reed & McCreary, PLLC
16 Public Square North
Murfreesboro, TN 37130
Email: jmccreary@mborolaw.com
Attn: Josh A. McCreary, Esq.

If to Seller:

Kelly/Fredrick, Inc.
c/o Shawn Fredrick
11 Pavona
Newport Coast, CA 92657

With a copy to:

FitzGerald Yap Kreditor LLP
16148 Sand Canyon Avenue
Irvine, CA 92618
Email: ekreditor@fyklaw.com
Attn: Eoin Kreditor, Esq.

13. **Miscellaneous Expenses**. Except where expressly stated to the contrary, each Party agrees that it shall pay its own costs and expenses in connection with the transactions contemplated by this Agreement, including without limitation any legal and accounting fees.

14. **Brokers**. Each Party represents and warrants to the other that it has not dealt with any third party in such a manner as to cause any such Party to be entitled to any brokers' or finders' commissions in connection with this transaction.

15. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral. This Agreement may not be amended or modified except by a written instrument executed by all Parties hereto.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. PDF or facsimile signatures shall be deemed originals.

17. **Assignment.** This Agreement shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign this Agreement without written consent from the other Party.

18. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby and no provision shall be deemed dependent on any other provision unless so expressed in this Agreement. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

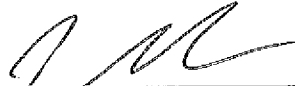
19. **Enforcement of Contract.** Should either Party to this Agreement bring an action against the other Party arising from or seeking to enforce any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney's fees. For the purpose of this provision, "Party" is defined to include Buyer and Seller. The term "prevailing party" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted. For the purposes of this paragraph, "judgment" shall mean a judgment regarding which the period for appeal has expired.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

BUYER:

BACKER EHP, INC.,
a Delaware corporation


By: John G. Wilson
Its: VP FINANCE

SELLER:

KELLY/FREDRICK, INC.,
a California corporation

By: Shawn Louise Fredrick
Its: Shareholder

By: William Christopher Fredrick
Its: Shareholder

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of
the day and year first above written.


BUYER:

BACKER EHP, INC.,
a Delaware corporation

By: _____
Its: _____

SELLER:

KELLY/FREDRICK, INC.,
a California corporation


By: Shawn Louise Fredrick
Its: Shareholder

By: William Christopher Fredrick
Its: Shareholder

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of
the day and year first above written,

BUYER:

BACKER EHP, INC.,
a Delaware corporation

By: _____
Its: _____

SELLER:

KELLY/FREDRICK, INC.,
a California corporation

By: Shawn Louise Fredrick
Its: Shareholder


By: William Christopher Fredrick
Its: Shareholder

Schedule 1¹
Acquired Assets

- All contents of the premises at 5622 Buckingham Drive, Huntington Beach, CA 92649 as of the date of the execution of this Agreement, including, but not limited to, those items listed on the 2014 depreciation schedule seen below, except for the Excluded Assets listed on Schedule 1.6.

1. The Parties agree that this Schedule 1 Acquired Assets shall be updated and supplemented at Closing to provide for an updated listing of Acquired Assets.

KELLY FREDRICK, INC.

95-3743642

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. PRT	CRR 1797-20A	MAJOR 1797-20A/DEPR.	RECON.	LIFE	CURRENT REPR.
FORM 1120S										
FURNITURE AND FIXTURES										
REDACTED										
1	OFFICE FURNITURE	5/20/05						2008 HY	5	0
26	WEST END OFFICE FURNITURE	5/12/12						2008 HY	7	0
30	FURNITURE	8/27/10						2008 HY	7	0
31	FURN & FIXTURES	11/27/13						2008 HY	7	0
32	FURN & FIXTURES	12/19/13						2008 HY	7	0
TOTAL FURNITURE AND FIXTURE										0
IMPROVEMENTS										
7	IMPROVEMENTS	5/30/02						2008 HY	7	0
TOTAL IMPROVEMENTS										0
MACHINERY AND EQUIPMENT										
2	OFFICE EQUIPMENT	5/30/05						2008 HY	5	0
3	COMPUTERS	11/26/06						2008 HY	5	0
4	COMPUTER SERVER	5/19/07						2008 HY	5	0
5	COMPUTERS	2/07/08						2008 HY	5	0
6	MACHINERY & EQUIPMENT	6/30/02						2008 HY	7	0
8	EQUIPMENT	6/30/04						2008 HY	5	0
9	EQUIPMENT	6/30/04						2008 HY	5	0
10	SHOP EQUIPMENT	6/30/08						2008 HY	7	0
11	2 COMPUTERS	10/12/09						2008 HY	5	0
12	COMPUTER EQUIPMENT	4/07/10						2008 HY	5	0
13	EQUIPMENT	12/07/10						2008 HY	5	0
14	OFFICE EQUIPMENT	11/09/10						2008 HY	5	0
15	SHOP EQUIPMENT	8/20/11						2008 HY	5	0
16	COMPUTER EQUIPMENT	5/21/12						2008 HY	5	0
17	COMPUTER EQUIPMENT	10/29/12						2008 HY	5	0
18	MACHINERY & EQUIPMENT	6/21/12						2008 HY	5	0
19	MACHINERY & EQUIPMENT	5/25/12						2008 HY	5	0
20	MACHINERY & EQUIPMENT	8/26/12						2008 HY	5	0
21	MACHINERY & EQUIPMENT	10/09/12						2008 HY	5	0
22	CANTILEVER RACK SYSTEM	10/18/12						2008 HY	5	0
23	MACHINERY & EQUIPMENT	11/21/12						2008 HY	5	0
24	MACHINERY & EQUIPMENT	12/12/12						2008 HY	5	0

KELLY FREDRICK, INC.

95-3743642

No.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST BASIS	SUS. PCT.	CUR 179/ SDA	REGOR 179/ SDA/ DEPR.	METHOD	USE	CURRENT VALUE
25	MACHINERY & EQUIPMENT	12/10/12						2000B HY	5	0
27	MACHINERY & EQUIPMENT	4/12/13						2000B HY	5	0
28	MACHINERY & EQUIPMENT	4/12/13						2000B HY	5	0
29	MACHINERY & EQUIPMENT	6/30/13						2000B HY	5	0
35	MACHINERY & EQUIPMENT	4/30/14						2000B HY	5	0
36	MACHINERY & EQUIPMENT	5/16/14						2000B HY	5	0
37	MACHINERY & EQUIPMENT	8/31/14						2000B HY	5	0
38	MACHINERY & EQUIPMENT	11/19/14						2000B HY	5	0
39	MACHINERY & EQUIPMENT	1/01/14						2000B HY	5	0
TOTAL MACHINERY AND EQUIPME										0
TOTAL DEPRECIATION										0
GRAND TOTAL DEPRECIATION										0

REDACTED

Schedule 1.6
Excluded Assets

REDACTED

REDACTED

Schedule 1.6

TRADEMARK
REEL: 007116 FRAME: 0678

Schedule 2¹
Assumed Liabilities

The monthly rent payments required under the lease between Kelly/Fredrick Inc. and the Lessor of the property located at 5622 Buckingham Drive, Huntington Beach, CA 92649 (the "Property") for the six-month, month-to-month lease extension (but excluding any other expenses associated with the property incurred prior to closing, including, without limitation, utilities and taxes). The property shall be turned over in a timely manner in order to allow Seller to make any necessary repairs to the facility before the end of the lease. Lessor may start showing the Property as of June 1, 2016 in order to re-let it after the extension expires, but will not interfere with the normal business operations of the Buyer. At Buyer's election following the Closing, Buyer may request to terminate the lease prior to the six-month expiration by providing Seller with thirty (30) days written notice and Seller will facilitate the early termination of the lease with the Lessor. Buyer may cease assuming liability for the monthly rent payments if early termination is accepted by the Lessor and Seller has adequate time to turn over the Property before the next month's rent is due. Buyer acknowledges that it is responsible for the lease extension regardless of the early termination request, but Seller will act in good faith to facilitate an early termination of the lease if requested.

Open purchase orders as of the Closing issued by Seller to any of its suppliers in the ordinary course of the Business that relate to the Acquired Assets. These open purchase orders include purchase orders originating before Closing, but due after the Closing.

New purchase orders for the sole purpose of building buffer inventory that are mutually agreed upon by both Buyer and Seller and initiated between June 1, 2016 and the Closing. Buyer and Seller agree that such new purchase orders shall contain both Buyer's and Seller's signatures but that any and all liability for such new purchase orders shall be paid by Buyer.

1. The Parties agree that this Schedule 2 Assumed Liabilities may be updated and supplemented at Closing, if necessary.

Schedule 9.5

KELLY FREDRICK, INC. DBA FISHER MANUFACTURING
ASSET ALLOCATION SCHEDULE
EFFECTIVE DATE JUNE 1, 2016

REDACTED

Total value

Accounts Receivable**

Inventory Assets**

Fixed Assets, Fixtures, Machinery
& Equipment

Non-Compete Agreement

Goodwill, Tradename, Trademark,
Intellectual Property Rights

TOTAL

** unadjusted values at 4/26/2016. final values will be reflected at June 1, 2016 with the offsetting adjustment to Goodwill, Tradename, etc.

(1) Subject to adjustment of inventory is found to be unused for two years. Said inventory will be written to \$0 value.

EXHIBIT A
BILL OF SALE

KNOW THAT Kelly/Fredrick, Inc., a California corporation ("Seller"), intending to be legally bound hereby, and pursuant to the terms and conditions of that certain Asset Purchase Agreement ("Agreement") entered into as of June 1, 2016, by Seller and Backer EHP, Inc., a Delaware corporation ("Buyer"), for and in consideration of the Purchase Price (as such term are defined in the Agreement) and other good and valuable consideration received by Seller from Buyer pursuant to said Asset Purchase Agreement, the receipt of which is hereby acknowledged by Seller, hereby sells, grants, bargains, transfers and delivers to Buyer and its, legal representatives, successors and assigns, all right title and interest of Seller in and to all of the Acquired Assets as defined in the Agreement and set forth in Schedule 1 hereto.

TO HAVE AND TO HOLD the same unto the Buyer forever,

1. The Seller covenants and agrees, to and with the Buyer, to warrant and defend the sale of Acquired Assets (as defined in the Agreement) hereby sold, unto the Buyer as set forth in the Agreement.
2. The Buyer agrees to accept the Acquired Assets (as defined in the Agreement) or as otherwise provided in the Agreement.
3. The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and permitted assigns.
4. The gender and numbers used in this instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Bill of Sale on June 30, 2016.

SELLER:

Kelly/Fredrick, Inc.,
a California corporation

By: _____
Name: Shawn Fredrick
Title: President

BUYER:

Backer EHP, Inc.,
a Delaware corporation

By: _____
Name:
Title:

Schedule 1 to Exhibit A - Bill of Sale

1

Transferred Assets

1. The parties agree that this Schedule 1 to Exhibit A Bill of Sale shall be supplemented at Closing to provide for an updated listing of Transferred Assets.

Exhibit A

TRADEMARK
REEL: 007116 FRAME: 0682

12/31/14 2014 FEDERAL SUMMARY DEPRECIATION SCHEDULE

PAGE 1

KELLY FREDRICK, INC.

95-9749642

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST BASIS	BUS. EST.	CUR YR/SCA	PRIOR YR/SCA/DEPR.	METHOD	LIFE	CURRENT DEPR.
FORM 1100S										
FURNITURE AND FIXTURES										
REDACTED										
1	OFFICE FURNITURE	5/30/05						2000S HY	5	0
20	WEST ELM OFFICE FURNITURE	5/12/12						2000S HY	7	0
30	FURNITURE	6/27/10						2000S HY	7	0
31	FURN & FIXTURES	11/27/13						2000S HY	7	0
32	FURN & FIXTURES	12/18/13						2000S HY	7	0
TOTAL FURNITURE AND FIXTURE										0
IMPROVEMENTS										
7	IMPROVEMENTS	6/30/02						2000S HY	7	0
TOTAL IMPROVEMENTS										0
MACHINERY AND EQUIPMENT										
2	OFFICE EQUIPMENT	6/30/05						2000S HY	5	0
3	COMPUTERS	11/26/05						2000S HY	5	0
4	COMPUTER SERVER	9/18/07						2000S HY	5	0
5	COMPUTERS	2/07/08						2000S HY	5	0
6	MACHINERY & EQUIPMENT	6/30/02						2000S HY	7	0
8	EQUIPMENT	6/30/03						2000S HY	5	0
9	EQUIPMENT	6/30/03						2000S HY	5	0
10	SHOP EQUIPMENT	6/30/05						2000S HY	7	0
11	2 COMPUTERS	10/12/09						2000S HY	5	90
12	COMPUTER EQUIPMENT	4/07/10						2000S HY	5	0
13	EQUIPMENT	12/07/10						2000S HY	5	0
14	OFFICE EQUIPMENT	11/09/10						2000S HY	5	0
15	SHOP EQUIPMENT	9/19/11						2000S HY	5	0
16	COMPUTER EQUIPMENT	5/21/12						2000S HY	5	0
17	COMPUTER EQUIPMENT	10/23/12						2000S HY	5	0
18	MACHINERY & EQUIPMENT	6/21/12						2000S HY	5	0
19	MACHINERY & EQUIPMENT	5/29/12						2000S HY	5	0
20	MACHINERY & EQUIPMENT	8/28/12						2000S HY	5	0
21	MACHINERY & EQUIPMENT	10/08/12						2000S HY	5	0
22	CANTILEVER RACK SYSTEM	10/18/12						2000S HY	5	0
23	MACHINERY & EQUIPMENT	11/21/12						2000S HY	5	0
24	MACHINERY & EQUIPMENT	12/12/12						2000S HY	5	0

KELLY FREDRICK, INC.

95-3743642

NO.	DESCRIPTION	DATE ACQUIRED	DATE R/O	COST/BASES	BUS. INT.	EXP. 179/504	REUR 179/504/1636	METHOD	LOSS	CURRENT VALUE
25	MACHINERY & EQUIPMENT	12/18/12						2008 HY	5	0
27	MACHINERY & EQUIPMENT	4/12/13						2008 HY	5	0
28	MACHINERY & EQUIPMENT	4/12/13						2008 HY	5	0
29	MACHINERY & EQUIPMENT	9/19/13						2008 HY	5	0
35	MACHINERY & EQUIPMENT	4/02/14						2008 HY	5	0
36	MACHINERY & EQUIPMENT	5/16/14						2008 HY	5	0
37	MACHINERY & EQUIPMENT	8/31/14						2008 HY	5	0
38	MACHINERY & EQUIPMENT	11/19/14						2008 HY	5	0
39	MACHINERY & EQUIPMENT	1/01/14						2008 HY	5	0
TOTAL MACHINERY AND EQUIPMENT										90
TOTAL DEPRECIATION										90
GRAND TOTAL DEPRECIATION										90

EXHIBIT B
ASSUMPTION AGREEMENT

This Assumption Agreement dated June 30, 2016, is made by Backer EHP, Inc., a Delaware corporation ("Buyer"), in favor of Kelly/Fredrick, Inc., a California corporation ("Seller"). All capitalized words and terms used in this Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of June 1, 2016 between Seller and Buyer (the "Agreement").

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer the Acquired Assets (as defined in the Agreement), but expressly excluding the Excluded Assets; and

WHEREAS, in partial consideration therefor, the Agreement requires Buyer to assume the Assumed Liabilities as defined in the Agreement and as set forth in Schedule 1 hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. Buyer hereby assumes and agrees to perform, pay, and discharge the Assumed Liabilities as defined in the Agreement and as set forth in Schedule 1 hereto to the extent provided for in the Agreement.
2. Buyer does not hereby assume or agree to perform, pay, or discharge, and Seller shall remain liable for, any and all liabilities or obligations of Seller which are not Assumed Liabilities.
3. Nothing herein shall be deemed to deprive Buyer of any defenses, set-offs or counterclaims which Seller may have had or which Buyer shall have with respect to any of the Assumed Liabilities ("Defenses and Claims"). Seller hereby transfers, conveys and assigns to Buyer all Defenses and Claims and agrees to cooperate with Buyer to maintain, secure, perfect, and enforce such Defenses and Claims, including the signing of any documents, the giving of any testimony or the taking of any such other action as is reasonably requested by Buyer in connection with such Defenses and Claims.
4. Buyer, by its execution of this Assumption Agreement, and Seller, by its acceptance of this Assumption Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of either party under the Agreement shall be deemed to be enlarged, modified, or altered in any way by this instrument.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, Buyer and Seller have caused this instrument to be duly executed as of and on the date first above written.

Backer EHP, Inc.,
a Delaware corporation

By: _____
Name:
Title:

ACCEPTED:
Kelly/Fredrick, Inc.,
a California corporation

By: Shawn Louise Fredrick
Name: Shawn Louise Fredrick
Title: President

[Signature Page to Assumption Agreement]

TRADEMARK

REEL: 007116 FRAME: 0687

Schedule 1 to Exhibit B Assumption Agreement

1

1. The Parties agree that this Schedule 1 to Exhibit B Assumption Agreement may be updated and supplemented at Closing, if necessary.

Exhibit B

TRADEMARK
REEL: 007116 FRAME: 0688

Assumed Liabilities

- The monthly rent payments required under the lease between Kelly/Fredrick Inc. and the Lessor of the property located at 5622 Buckingham Drive, Huntington Beach, CA 92649 (the "Property") for the six-month, month-to-month lease extension (but excluding any other expenses associated with the property incurred prior to closing, including, without limitation, utilities and taxes).
- Open purchase orders as of the Closing issued by Seller to any of its suppliers in the ordinary course of the Business that relate to the Acquired Assets. These open purchase orders include purchase orders originating before Closing, but due after the Closing.
- New purchase orders for the sole purpose of building buffer inventory that are mutually agreed upon by both Buyer and Seller and initiated between June 1, 2016 and the Closing. Buyer and Seller agree that such new purchase orders shall contain both Buyer's and Seller's signatures but that any and all liability for such new purchase orders shall be paid by Buyer.

EXHIBIT C
CONSULTING AGREEMENT

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

ESCROW AGREEMENT

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

BILL OF SALE

KNOW THAT Kelly/Fredrick, Inc., a California corporation ("Seller"), intending to be legally bound hereby, and pursuant to the terms and conditions of that certain Asset Purchase Agreement ("Agreement") entered into as of June 1, 2016, by Seller and Backer EHP, Inc., a Delaware corporation ("Buyer"), for and in consideration of the Purchase Price (as such term are defined in the Agreement) and other good and valuable consideration received by Seller from Buyer pursuant to said Asset Purchase Agreement, the receipt of which is hereby acknowledged by Seller, hereby sells, grants, bargains, transfers and delivers to Buyer and its, legal representatives, successors and assigns, all right title and interest of Seller in and to all of the Acquired Assets as defined in the Agreement and set forth in Schedule 1 hereto.

TO HAVE AND TO HOLD the same unto the Buyer forever,

1. The Seller covenants and agrees, to and with the Buyer, to warrant and defend the sale of Acquired Assets (as defined in the Agreement) hereby sold, unto the Buyer as set forth in the Agreement.
2. The Buyer agrees to accept the Acquired Assets (as defined in the Agreement) or as otherwise provided in the Agreement.
3. The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and permitted assigns.
4. The gender and numbers used in this instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Bill of Sale on June 30, 2016.

SELLER:

Kelly/Fredrick, Inc.,
a California corporation

By: Shawn Fredrick
Name: Shawn Fredrick
Title: President

BUYER:

Backer EHP, Inc.,
a Delaware corporation

By: T.F. 575
Name: THOMAS F. EDWARDS
Title: EXECUTIVE VICE PRESIDENT

Bill of Sale

TRADEMARK