TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order Releasing All Liens including the Notice and Confirmation of Grant of Security Interest in Trademarks recorded at Reel 6843/Frame 0303

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		03/02/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	TCP HRB IP, LLC (successor by assignment from TCP HRB Acquisition, LLC, as successor by assignment from High Ridge Brands Co.)
Street Address:	270 Saugatuck Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5881156	SO WHIPPED
Registration Number:	5881154	THE BODYGUARD
Registration Number:	5881155	THE PIECE-MAKER
Registration Number:	5886551	BRRRRR!
Registration Number:	5886552	FZZZZ!
Registration Number:	5892078	SALON TESTED. NYC APPROVED.

CH $165.00 5881156

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	93018-00025

NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	04/19/2021

Total Attachments: 151
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HIGH RIDGE BRANDS CO., *et al.*,[1]	)	Case No. 19–12689 (BLS)
	)	(Jointly Administered)
Debtors.	)	**Ref. Docket Nos. 55 & 173**

ORDER (I) APPROVING THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS ASSOCIATED WITH THE DEBTORS' BUSINESS OF SELLING AND DISTRIBUTING CERTAIN HAIR CARE AND SKIN CARE PRODUCTS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) AUTHORIZING AND APPROVING THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, AND (III) GRANTING RELATED RELIEF

Upon the Motion (the "**Motion**") of High Ridge Brands Co. and certain of its affiliated debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases, (the "**Chapter 11 Cases**") pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1, for an Order (a) authorizing and approving the sale (the "**Sale**") of the Assets, free and clear of claims, liens, encumbrances, and other interests (the "**Purchased Assets**")[2] pursuant to the terms and conditions of the Asset Purchase Agreement attached hereto as Exhibit 1 (as it may be amended, modified, or supplemented in accordance with the terms thereof, and collectively with all exhibits thereto, including, without limitation, that certain Transition Services Agreement

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: High Ridge Brands Holdings, Inc. (5996); HRB Midco, Inc. (8170); HRB Buyer, Inc. (3945); High Ridge Brands Co. (5871); Golden Sun, Inc. (4712); Continental Fragrances, Ltd. (2541); Freshcorp, Inc. (3238); Children Oral Care, LLC (disregarded entity for tax purposes); and Dr. Fresh, LLC (5167). The mailing address for each of the Debtors is 333 Ludlow Street, South Tower, 2nd Floor, Stamford, Connecticut 06902.

[2] As set forth in the Purchase Agreement (as defined below), the Purchased Assets are associated with the Debtors' hair and skin care business. The Assets associated with the Debtors' oral care business are being purchased by a different purchaser pursuant to a separate purchase agreement and separate order of the Court.

attached as an exhibit to the Asset Purchase Agreement, the "**Purchase Agreement**") by and between High Ridge Brands Co., a Delaware corporation, Golden Sun, Inc., a California corporation, and Continental Fragrances, Ltd., a Michigan corporation (each a "**Seller**", and together, the "**Sellers**"), and TCP HRB Acquisition, LLC, a Delaware limited liability company, as purchaser (the "**Purchaser**"), and (b) authorizing and approving the assumption and assignment of the Assigned Contracts[3] and Assigned Leases as set forth in the Purchase Agreement (collectively, the "**Assumed Contracts**"); and the United States Bankruptcy Court for the District of Delaware (the "**Court**") having entered the *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets; (II) Scheduling an Auction for and Hearing to Approve Sale of Substantially all of the Debtors' Assets; (III) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale; (IV) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (V) Approving Form and Manner of Notice Thereof; and (VI) Granting Related Relief* on February 7, 2020 [Docket No. 173] (the "**Bidding Procedures Order**"); approving, among other things, the Bidding Procedures and the proposed form of notice of the Sale Hearing (as defined below); and the Debtors having determined, after an extensive marketing and sale process and following the Auction held on February 20-21, 2020 (the "**Auction**"), that the Purchaser has submitted the highest or otherwise best bid for the Purchased Assets and having selected the Purchaser as the Successful Bidder for the Purchased Assets in accordance with the Bidding Procedures; and upon due, adequate, and sufficient notice of the Motion, the Auction, the Purchase Agreement, the hearing on the Motion before the Court

[3] Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement; provided, however, no capitalized terms used herein shall in any way be modified, amended or supplemented in the Purchase Agreement after this Order becomes final.

on February 26, 2020 (the "**Sale Hearing**"), all other related transactions contemplated thereunder and in this Order, and any actions having been taken pursuant to the Bidding Procedures Order; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the Court having reviewed and considered (x) the Motion, the Purchase Agreement, and all relief related thereto, (y) the objections and other responses thereto and any and all evidence adduced in connection with such objections and other responses, and (z) the statements and arguments of counsel made, and the evidence adduced in support of the relief requested by the Debtors at the Sale Hearing and the entire record of the Sale Hearing; and the Court having core jurisdiction to consider and determine this matter in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having authority to enter a final order on the Sale, the Motion, and approving the transactions and relief contemplated thereunder consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and the Motion in this district is proper; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and all other parties-in-interest; and upon the full record of the Sale Hearing and all other pleadings and proceedings in these Chapter 11 Cases, including the Motion; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:[4]

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. The Motion is a core proceeding under 28 U.S.C. § 157(b). The Court may enter a final order with respect to the Motion, the Sale, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution. Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, and Local Rules 2002-1 and 6004-1.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, thus, waives any stay and expressly directs that this Order be effective immediately upon entry.

Notice of Sale, Auction and the Cure Amounts

D. Actual written notice of the Motion, the assumption and assignment of the Assumed Contracts, the Auction, the Sale Hearing, the Sale of the Purchased Assets, and a reasonable

[4] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested Persons,[5] including, but not limited to the following parties: (i) all Persons contacted by PJT Partners LP ("**PJT**") or reasonably believed by the Debtors to have expressed an interest in a transaction with respect to the Assets during the past five months; (ii) all state and local taxing authorities or recording offices which have a reasonably known interest in the relief requested; (iii) all of the Debtors' insurers; (iv) all non-debtor parties to relevant contracts or leases (executory or otherwise); (v) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interest in the Purchased Assets; (vi) the parties that have filed a written request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002; (vii) the office of the United States Trustee; (viii) the Official Committee of Unsecured Creditors; and (ix) all parties set forth in the Debtors' Master Service List maintained in these Chapter 11 Cases.

E. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served notice upon the counterparties to the Assumed Contracts ("**Contract Counterparties**"): (i) that the Debtors seek to assume and assign to the Purchaser the Assumed Contracts on the closing of the Sale as such closing date is modified by the Purchase Agreement (the "**Closing Date**"); and (ii) of the relevant Cure Amounts (as defined below). The service of such notice was good, proper, timely, adequate, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of establishing a Cure Amount for the Assumed Contracts. Each of the Contract Counterparties has had an opportunity to object to

[5] "**Person**" means an individual, a person, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a proprietorship, a firm, a labor union, estate, or a Governmental Authority or other entity, party or group.

the Cure Amounts set forth in the notice and to the assumption and assignment to the Purchaser of the applicable Assumed Contract.

F. As evidenced by the certificates of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, due, good, proper, timely, adequate, sufficient, and appropriate notice of the Auction, the Motion, the Sale Hearing, the Sale, and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Assumed Contracts to the Purchaser, was provided in accordance with the orders previously entered by the Court, sections 102(1), 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014. The notices described herein were good, proper, timely, adequate, sufficient, and appropriate under the circumstances, and reasonably calculated to provide the Notice Parties (as defined in the Bidding Procedures Order) and all other interested parties with timely and proper notice under the circumstances of these Chapter 11 Cases and no other or further notice of the Auction, the Motion, the Sale Hearing, the Sale, the Closing Date, the assumption and assignment of the Assumed Contracts to the Purchaser or with respect to the matters described herein is, or shall be, required.

G. The disclosures made by the Debtors concerning the Auction, the Purchase Agreement, the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Assumed Contracts to the Purchaser were good, proper, timely, adequate, sufficient, and appropriate.

H. A reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein, including but not limited to the assumption and assignment of the Assumed Contracts and the Cure Amounts, has been afforded to all interested parties, including the Notice Parties.

Good Faith of the Purchaser

I. The Purchase Agreement was negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion or fraud of any kind, in good faith, and from arm's length bargaining positions.

J. The Purchaser is purchasing the Purchased Assets in good faith and for value and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, immediately prior to the Closing Date, was not an "insider" or "affiliate" of any Debtor (each as defined under sections 101(2) and 101(31) of the Bankruptcy Code). As such, the Purchaser is entitled to all of the rights, benefits, privileges and protections afforded under section 363(m) of the Bankruptcy Code, and under any other applicable or similar bankruptcy and nonbankruptcy law. The Purchaser has proceeded in good faith in connection with all aspects of the Sale, including, but not limited to: (i) recognizing that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) complying in all respects with the Bidding Procedures and the Bidding Procedures Order; (iii) agreeing to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) neither inducing nor causing the filing of the Chapter 11 Cases; (v) disclosing all payments to be made, and all other material agreements or arrangements entered into, by the Purchaser in connection with the Sale; and (vi) having no common identity of directors or controlling stockholders between the Purchaser, on the one hand, and the Debtors, on the other hand. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions pursuant to the terms and conditions of the Purchase Agreement any time after the entry of this Order, including immediately after its entry.

No Collusion

K. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, and accordingly neither the Debtors nor the Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Purchaser has not acted in a collusive manner with any person and the Purchase Price paid by the Purchaser for the Purchased Assets was not controlled by any agreement among the bidders, all of whom acted in good-faith, at arm's length, and in a noncollusive manner. The transactions under the Purchase Agreement may not be avoided, and no damages may be assessed against the Purchaser or any other party under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

Bidding Procedures and Auction

L. The Bidding Procedures are reasonable and appropriate and represent the best available method for conducting the sale process in a manner that maximizes value for the benefit of the Debtors' estates.

M. The Debtors conducted a marketing and sale process with respect to the Purchased Assets in accordance with, and have otherwise complied in all respects with, the Bidding Procedures and the Bidding Procedures Order (including the Debtors' prepetition and postpetition marketing process with respect to the Purchased Assets). The marketing and sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Purchased Assets.

N. The Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

Separate Purchase Agreements for Assets

O. The offer of the Purchaser, upon the terms and conditions set forth in the Purchase Agreement, was the highest or otherwise best offer received by the Debtors for the Purchased Assets. Pursuant to the terms and conditions set forth in the Purchase Agreement, the Purchaser will purchase from the Debtors all or substantially all of the assets associated with the Sellers' business of selling and distributing certain hair care and skin care products.

P. Pursuant to the separate Asset Purchase Agreement (the "**Oral Care Purchase Agreement**"), by and among High Ridge Brands, Co., Freshcorp, Inc., Children Oral Care, LLC, Dr. Fresh, LLC, Better Alliance Limited, Dean Spirit Limited, and Grosvenor Consumer Products Limited, on the one hand (collectively, the "**Oral Care Sellers**"), and Ranir, LLC ("**Ranir**"), Ranir will purchase from the Oral Care Sellers all or substantially all of the assets associated with the Sellers' business of selling and distributing certain oral health care products. The Purchaser and Ranir will enter into a Transition Services Agreement whereby (i) each of Ranir and the Purchaser will provide the other with certain transitional services on the terms and conditions set forth therein and (ii) each of Purchaser and High Ridge Brands Co., on behalf of the Oral Care Sellers, will provide the other with certain transitional services, in each case on the terms and conditions set forth in the Transition Services Agreement.

Highest or Otherwise Best Offer

Q. The Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be

provided by any other available alternative. The Debtors' determination that the Purchase Agreement maximizes value for the benefit of the Debtors' estates and constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment and is in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order.

R. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or group of Persons has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser.

S. Approval of the Motion and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each Debtors' estates and are in the best interests of the Debtors, their chapter 11 estates, their creditors, and all other parties-in-interest.

No Merger; The Purchaser Not an Insider; No Successor Liability

T. None of the Purchaser or any of the Purchaser Parties (as defined below) is a successor to or a mere continuation or substantial continuation of the Debtors or their estates, and there is no continuity of enterprise or common identity between the Purchaser (or any of the Purchaser Parties) and the Debtors. None of the Purchaser or the Purchaser Parties is holding itself out to the public as a successor to or a continuation of the Debtors or their estates. Each of the Purchaser and the Purchaser Parties is not, and shall not be, considered a successor in interest to any of the Debtors or their estates, by reason of any theory of law or equity, and the Sale does not amount to a consolidation, succession, merger, or *de facto* merger of the Purchaser and the Debtors. Immediately prior to the Closing Date, neither the Purchaser nor any of the Purchaser Parties was an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and

no common identity of incorporators, directors, or controlling stockholders existed between the Debtors and the Purchaser or the Purchaser Parties. The transfer of the Purchased Assets to the Purchaser, and the assumption of the Assumed Liabilities, except as otherwise explicitly set forth in the Purchase Agreement, does not, and will not, subject the Purchaser or the Purchaser Parties to any liability whatsoever, with respect to the Debtors or the operation of the Debtors' businesses prior to the Closing (as modified by the Purchase Agreement) or by reason of such transfer, including under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, on any, or any theory of, successor, vicarious, antitrust, environmental, fraudulent transfer or avoidance, revenue, pension, ERISA, tax, labor (including any WARN Act), employment or benefits, *de facto* merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or products liability or law, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether legal, equitable, or otherwise (collectively, the "**Successor or Other Liabilities**"). Pursuant to the Purchase Agreement, the Purchaser is not purchasing all of the Debtors' assets in that the Purchaser is not purchasing any of the Excluded Assets or assuming the Excluded Liabilities and shall have no liability for the Excluded Liabilities.

Validity of Transfer, Free and Clear of All Claims and Interests

U. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, enforceable, and effective sale and transfer of the Purchased Assets and will vest the Purchaser with all legal, equitable, and beneficial right, title, and interest of the Debtors to the Purchased Assets free and clear of all Claims and Interests (as defined below) (other than Assumed Liabilities

(as defined below)) of any kind or nature whatsoever, including without limitation, rights or claims that are Successor or Other Liabilities, or that are based on any Successor or Other Liabilities.

V. The Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement, the Sale, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in these Chapter 11 Cases and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. The consideration provided by the Purchaser for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Purchase Agreement fraudulently for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer claims.

W. The Debtors have, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transactions

contemplated by the Purchase Agreement, and (iii) taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate the Sale, execute the Purchase Agreement, or consummate the transactions contemplated thereby.

X. The Debtors are the sole and lawful owners of the Purchased Assets, and no other Person has any ownership right, title, or interests therein. The Purchased Assets constitute property of the Debtors' estates and good title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have (except to the extent otherwise provided in the Purchase Agreement) all right, title, and interest in the Purchased Assets. The transfer of the Purchased Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of any and all (i) liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code and any Liens as defined in the Purchase Agreement) and encumbrances relating to, accruing, or arising any time prior to the Closing Date (collectively, the "**Liens**"), and (ii) all debts (as that term is defined in section 101(12) of the Bankruptcy Code) arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests or similar interests, conditional sale or other title retention agreements and other

similar impositions, imperfections or restrictions on transfer or use, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter ego liability, suits, defenses, credits, allowances, options, limitations, action, Legal Proceeding, causes of action, choses in action, rights of first refusal or first offer, rebate, chargeback, credit, or return, proxy, voting trust or agreement or transfer restriction under any shareholder or similar agreement or encumbrance, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (x) that purport to give to any party a right or option to effect a setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase, or repurchase right or option, or termination of, any of the Debtors' or the Purchaser's interests in the Purchased Assets, or any similar rights, if any, or (y) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) (the items in this clause (ii), collectively, the "**Claims**", and together with the Liens and other interests of any kind or nature whatsoever, the "**Claims and Interests**"), relating to, accruing, or arising any time prior to entry of this Sale Order), with the exception of any such Claims and Interests that are expressly assumed by the Purchaser as Assumed Liabilities under the Purchase Agreement, including, for the avoidance of any doubt, Cure Amounts or any other obligations arising under the Assumed Contracts to the extent set forth in the Purchase Agreement.

Y. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

Section 363(f) is Satisfied

Z. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Purchased Assets free and clear of any Claims and Interests in the Purchased Assets (other than the Assumed Liabilities).

AA. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale of the Purchased Assets to the Purchaser, and the assumption and assignment of the Assumed Contracts to the Purchaser, were not free and clear of all Claims and Interests of any kind or nature whatsoever (except the Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any of such Claims and Interests (except the Assumed Liabilities). The Purchaser will not consummate the transactions contemplated by the Purchase Agreement unless the Court expressly orders that none of the Purchaser, its Affiliates, its past, present and future members or shareholders, subsidiaries, parents, divisions, agents, representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "**Purchaser Party**", and collectively, the "**Purchaser Parties**"), or the Purchased Assets, will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, or by payment, setoff, recoupment, or otherwise, directly or indirectly, any Claims and Interests (other than Assumed Liabilities), including rights or claims based on any Successor or Other Liabilities. The total consideration to be provided under the Purchase

Agreement reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever (including, without limitation, any potential Successor or Other Liabilities).

BB. Not transferring the Purchased Assets free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever, including rights or claims based on any Successor or other Liabilities and/or applicable state, federal, or foreign law or otherwise, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

CC. The Debtors may sell the Purchased Assets free and clear of all Claims and Interests against the Debtors, their estates, or any of the Purchased Assets (except the Assumed Liabilities) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests against the Debtors, their estates, or any of the Purchased Assets, who did not timely object, or who withdrew their objections to, the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Claims and Interests (except to the extent that such Interests are Assumed Liabilities) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. All holders of Claims and Interests are adequately protected by having their Claims and Interests, if any, in each instance against the Debtors, their estates, or any of the Purchased Assets attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such holder alleges an Interest, in the same order of

priority, with the same validity, force, and effect that such Interest had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess thereto.

Assumption and Assignment of the Assumed Contracts

DD. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order and the Bidding Procedures Order is integral to the Purchase Agreement and is in the best interests of the Debtors, their estates, their creditors, and all other parties-in-interest, and represents the Debtors' reasonable exercise of sound and prudent business judgment. The assumption and assignment of the Assumed Contracts (i) is necessary to sell the Purchased Assets to the Purchaser, (ii) allows the Debtors to maximize the value of the Purchased Assets, including the Assumed Contracts, (iii) limits the losses suffered by counterparties to the Assumed Contracts, and (iv) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assumed Contracts. For these reasons, the Debtors have exercised sound business judgment in assuming and assigning the Assumed Contracts and such assumption and assignment is in the best interests of the Debtors' estates.

EE. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, each of the Assumed Contracts required to be assumed and assigned under the Purchase Agreement shall be assigned and transferred to and remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in such contract or other restrictions prohibiting its assignment or transfer, and such assignment or transfer shall be free and clear of any Claims or Interests. No section of any of the Assumed Contracts that would prohibit, restrict, or condition, whether directly or indirectly, the use, assumption, or assignment of any of the Assumed Contracts in connection with the Sale shall have any force or effect.

FF. Except as expressly assumed by the Purchaser under the Purchase Agreement, the transfer of the Purchased Assets to the Purchaser and the assignment to the Purchaser of the Assumed Contracts will not subject the Purchaser to any liability whatsoever which may become due or owing under the Assumed Contracts prior to the Closing Date (other than Cure Amounts), or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or foreign jurisdiction, based, in whole or in part, directly or indirectly, on any theory of law or equity, including any Successor or Other Liabilities.

GG. The respective amounts set forth on Exhibit 2 annexed hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all pecuniary losses under the Assumed Contracts (the "**Cure Amounts**").

HH. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Contracts pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to the respective Assumed Contracts.

II. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the Purchase Agreement and is in the best interests of the Debtors, their estate, creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

Compelling Circumstances for an Immediate Sale

JJ. The Debtors have demonstrated through the testimony and/or other evidence proffered at the Sale Hearing and the arguments, statements and representations of counsel made on the record of the Sale Hearing good and sufficient reasons for approval of the Purchase

Agreement, the Sale and the transactions contemplated thereby. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties-in-interest. The Debtors have demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and (ii) compelling circumstances for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement and all Transaction Documents for the Sale outside of (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (b) a chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates, and the Sale will provide the means for the Debtors to maximize distributions to their creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Order.

KK. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

LL. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

MM. The Sale does not constitute a *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating Chapter 11 plan for the Debtors.

NN. The consummation of the Sale and the assumption and assignment of the Assumed Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy

Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Repayment of DIP

OO. Pursuant to the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506 and 507,(1) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay and (VI) Granting Related Relief* Docket No. 240 (the "Final DIP Order"), until the DIP Obligations (as defined in the Final DIP Order) have been paid in full in cash, all proceeds from the sale or other disposition of, or other revenue of any kind attributable to, any DIP Collateral (as defined in the Final DIP Order) that shall come into the possession or control of any Debtor shall be subject to the DIP Liens (as defined in the Final DIP Order); *provided, however*, that all amounts payable under the Committee Settlement Annex (as defined in the Final DIP Order) and paragraph 47 of the Final DIP Order shall be paid by the Debtors at closing as set forth in the Committee Settlement Annex into an escrow account to be designated by the Committee, and that nothing set forth herein shall alter or modify the Committee Settlement Annex, the Purchase Agreement, the payment obligations under such documents, and paragraph 47 of the Final DIP Order.

PP. The use of the net cash proceeds of the Sale of the Purchased Assets to pay to the outstanding DIP Obligations is supported by good, sufficient and sound business reasons.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The Motion and the relief requested in the Motion is granted and approved, and the Sale and the transactions contemplated in the Motion and by the Purchase Agreement and any of the Transaction Documents are approved, in each case as set forth herein and on the record of the Sale Hearing, which is incorporated herein as if fully set forth in this Order.

3. The Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order remain in full force and effect.

4. All objections to, reservations of rights regarding, or other responses to the Motion or the relief requested therein, the Purchase Agreement, all Transaction Documents, the Sale, the entry of this Order, or the relief granted herein, including, without limitation, the objection of Pensler Capital Powder Corp/Korex Brands Inc., which was overruled on the record at the Sale Hearing, any objections to Cure Amounts or relating to the cure of any defaults under any of the Assumed Contracts or to the assumption and assignment of any of the Assumed Contracts to the Purchaser by the Debtors, that have not been withdrawn, waived, or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court or otherwise been resolved pursuant to the terms thereof, including any and all reservations of rights included in such

objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

5. The Debtors are authorized to enter into the Purchase Agreement and all Transaction Documents, including, in each case, any amendments, supplements, and modifications thereto.

6. Pursuant to sections 105(a), 363(b) and (f), and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement and all Transaction Documents, (ii) close the Sale as contemplated in the Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Purchase Agreement and all Transaction Documents, in each case without further notice to or order from the Court, including the assumption and assignment of the Assumed Contracts to the Purchaser, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale.

7. This Order shall be binding in all respects upon (a) the Debtors, (b) the Debtors' estates, (c) all creditors of, and holders of equity interests in, the Debtors, (d) all holders of Liens, encumbrances, or other Claims and Interests (whether known or unknown) in, against, or on all or

any portion of the Purchased Assets, (e) all Contract Counterparties, (f) the Purchaser and all successors and assigns of the Purchaser, (g) the Purchased Assets, and (h) all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases, or a chapter 7 trustee appointed upon a conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code. This Order shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7 under the Bankruptcy Code, and any Person seeking to assert rights on behalf of any of the foregoing or that belong to the Debtors' estates. The Purchase Agreement and all Transaction Documents shall be binding in all respects upon the Debtors.

Transfer of the Purchased Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets, including the Assumed Contracts, to the Purchaser on the Closing Date in accordance with the terms of the Purchase Agreement and all Transaction Documents, and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Purchaser with title to and possession of the Purchased Assets, and (c) upon the Debtors' receipt of the Purchase Price, be free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever, including, without limitation, any potential Successor or Other Liabilities, with such Claims and Interests to attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such Claim and Interest is alleged in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets (subject to

any rights, claims and defenses the Debtors or their estates may possess with respect thereto). Upon the closing of the Sale, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Assumed Liabilities.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the sale and transfer of the Debtors' right, title and interest in the Purchased Assets to the Purchaser pursuant to the Purchase Agreement are a legal, valid and effective disposition of the Purchased Assets, and vests the Purchaser with all right, title and interest of the Debtors to and in the Purchased Assets free and clear of all Claims and Interests. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full, and the Debtors' sale of the Purchased Assets shall be free and clear of any Claims and Interests in the Purchased Assets (other than the Assumed Liabilities).

10. To the extent provided for in the Purchase Agreement, any and all of the Debtors' security deposits, or other security held by landlords, lessors and other counterparties to the contracts, leases, and licenses that are to be assumed and assigned under the Purchase Agreement are being transferred and assigned to, and shall be the property of, the Purchaser from and after the Closing, which transfer and assignment of security deposits, other deposits, or security shall satisfy in full the requirements of Bankruptcy Code section 365(l) for all contracts, leases, and licenses assumed and assigned pursuant to this Order or the Purchase Agreement.

11. The Debtors are hereby authorized to take any and all actions necessary to consummate the transactions contemplated by the Purchase Agreement, including any actions that otherwise would require further approval by shareholders, partners, members, or the Debtors' board of directors or board of managers, as the case may be, without the need of obtaining such approvals.

12. Each and every federal, state, local, and other governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

13. The transactions authorized herein shall be of full force and effect, regardless of the Debtors' lack of good standing in any jurisdiction in which they are formed or authorized to transact business. Upon consummation of the transactions set forth in the Purchase Agreement, the Purchaser shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Claims and Interests, with respect to the Purchased Assets, that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code.

14. Subject to the terms, conditions, and provisions of this Order, all Persons are hereby forever prohibited and barred from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order.

15. The Purchaser may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other territory or jurisdiction in which any of the Debtors is incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder.

16. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of all Claims and Interests, other than Assumed Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and

implement the provisions of this Order. If any Person which has filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other statement, document, or agreement evidencing any Claims and Interests on, or in, all or any portion of the Purchased Assets (other than statements or documents with respect to Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or any other documents necessary for the purpose of documenting the termination of all Claims and Interests which the Person has or may assert with respect to all or any portion of the Purchased Assets, then (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Person with respect to the Purchased Assets, (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the termination of all Claims and Interests of any kind or nature against or in the Purchased Assets, and (iii) the Purchaser is authorized to seek in the Court, or any other court of appropriate jurisdiction, to compel the appropriate parties to execute termination statements, instruments of satisfaction, releases, and/or other similar documents with respect to all Claims and Interests that such Person has against or in the Purchased Assets.

17. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets acquired by the Purchaser under the Purchase Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Purchaser. This Order is and shall be effective as a determination that, on the Closing Date, all Claims and Interests and any other interest of any kind or nature whatsoever including, without

limitation, any Successor or other Liabilities existing as to the Purchased Assets prior to the Closing Date, other than the Assumed Liabilities, shall have been terminated, and that the conveyances described herein have been effected; provided, however, that such Claims and Interests shall attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such Claim and Interest is alleged in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets.

18. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date.

19. To the extent section 525 of the Bankruptcy Code is applicable, no governmental unit may deny, revoke or suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the transactions contemplated by the Purchase Agreement, including the Sale and the assumption and assignment of the Assumed Contracts.

No Successor Liability; Prohibition of Actions Against the Purchaser

20. None of the Purchaser or any of the Purchaser Parties is a "successor" to, continuation of, or alter ego of, any of the Debtors or their estates by reason of any theory of law or equity. Except for the Assumed Liabilities, the Purchaser and the Purchaser Parties shall not have, assume, or be deemed to have or to assume, or in any way be responsible for, any liability or obligation of any of the Debtors or their estates, or any of the Debtors' predecessors or Affiliates

with respect to the Purchased Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided in the Purchase Agreement, the Purchaser and the Purchaser Parties shall not be liable for any Claims and Interests against, or with respect to, the Debtors, their estates, or any of the Debtors' predecessors, or Affiliates, including but not limited to, any Successor or Other Liabilities. Neither the purchase of the Purchased Assets by the Purchaser nor the fact that the Purchaser is using any of the Purchased Assets previously operated by the Debtors will cause the Purchaser or any of the Purchaser Parties to be deemed a successor to, combination of, or alter ego of, in any respect, any of the Debtors or the Debtors' businesses, or incur any liability derived therefrom within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, antitrust, environmental, labor law (including any WARN Act), employment or benefits law, *de facto* merger, business continuation, substantial continuity, successor, vicarious, alter ego, derivative, or transferee liability, fraudulent transfer or avoidance, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or other law, rule, regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether contingent or noncontingent, whether liquidated or unliquidated, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, intercompany loans, and receivables among the Debtors, and any taxes, arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the

Debtors or their Affiliates, or in any way relating to the operation of any of the Purchased Assets prior to the Closing Date.

21. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Purchase Agreement, the Purchaser and the Purchaser Parties shall not have any liability, responsibility or obligation for any Claims and Interests of the Debtors or their estates, including any claims, Liabilities, or other obligations arising under or related to any of the Purchased Assets which may become due or owing (a) prior to the Closing Date or (b) from and after the Closing Date but which arise out of relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing Date.

22. Except with respect to Assumed Liabilities, or as otherwise permitted by the Purchase Agreement or this Order, all Persons, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, Contract Counterparties, customers, landlords, licensors, employees, and other creditors and holders of Claims and Interests of any kind or nature whatsoever against or in any of the Debtors or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, known or unknown, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing Date, or the transfer of the Purchased Assets to the Purchaser (including without limitation any Successor or Other Liabilities or rights or claims based thereon) shall be, and hereby are forever barred and estopped from asserting against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the

Purchased Assets, the Claims and Interests of any kind or nature whatsoever such Person had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Purchased Assets, such Persons' Claims and Interests or any other interests in and to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (c) creating, perfecting, or enforcing any Claims and Interests against the Purchaser or Purchaser Party, or their respective assets or properties, including the Purchased Assets; (d) asserting any setoff, or right of subrogation of any kind against any obligation due to the Purchaser or Purchaser Party, or their respective assets or properties, including, without limitation the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, or the Purchase Agreement or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale.

23. On the Closing Date, or as soon as possible thereafter, each creditor shall, and the Purchaser is hereby authorized, on behalf of each of the Debtors' creditors, to execute such documents and take all other actions as may be necessary to release any Claims and Interests and

other interests in or on the Purchased Assets (except Assumed Liabilities), if any, as provided for herein, as such Claims and Interests may have been recorded or may otherwise exist.

24. All Persons are hereby barred and forever prohibited from taking any action that would adversely affect or interfere with the ability of any of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order.

25. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable, and accordingly, the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

26. Following the Closing Date, no holder of a Claim or an Interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets and the Assumed Contracts based on or related to such Claim or Interest or any actions that the Debtors may take in these Chapter 11 Cases.

Assumption and Assignment of Contracts

27. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the terms of the Purchase Agreement (including, without limitation, Section 1.2 of the Purchase Agreement and the process for the assumption and assignment of Previously Omitted Contracts as set forth in Section 1.2(b) of the Purchase Agreement), the Closing of the Sale and payment of the applicable Cure Amounts by the Purchaser (pursuant to the terms of the Purchase Agreement), the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of the Assumed Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Pursuant to Section 1.2 of the Purchase

Agreement, the Debtors and Purchaser may modify the list of Assumed Contracts set forth in the Disclosure Schedule. Upon the Closing (as modified by the Purchase Agreement) and payment of the applicable Cure Amounts by the Purchaser, in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assumed Contracts free and clear of any Claims or Interests, and each Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

28. The Debtors are hereby authorized, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Assumed Contracts free and clear of all Claims and Interests and other interests of any kind or nature whatsoever (other than the Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

29. With respect to the Assumed Contracts, in connection with the Sale: (a) the Debtors may assume each of the Assumed Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and

conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assumed Contract have been satisfied; and (d) effective upon the Closing Date, the Assumed Contracts shall be transferred and assigned to, and from and following the Closing (as modified by the Purchase Agreement) shall remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any Assumed Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assumed Contract and the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Purchaser, except as otherwise provided in the Purchase Agreement. To the extent any provision in any Assumed Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Chapter 11 Cases, (C) the Debtors' assumption and assignment of such Assumed Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assumed Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the non-Debtor party thereto

to terminate or recapture such Assumed Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Contract Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

30. All defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing Date or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assumed Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be cured pursuant to the terms of the Purchase Agreement and this Order on the Closing Date or as soon thereafter as reasonably practicable.

31. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been satisfied. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assumed Contracts, and each Assumed Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

32. Upon the Debtors' assignment of the Assumed Contracts to the Purchaser under the provisions of this Order and the Purchaser's payment of the Cure Amounts pursuant to the terms of the Purchase Agreement, no default or other obligations arising prior to the Closing Date shall exist under any Assumed Contract, and each non-Debtor party to an Assumed Contract is forever barred and estopped from (a) declaring a default by the Debtors or the Purchaser under such Assumed Contract, (b) raising or asserting against the Debtors or the Purchaser (or any Purchaser Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts, or (c) taking any other action against the Purchaser or any Purchaser Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract, in each case in connection with the Sale. Each Contract Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or any Purchaser Party any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Contracts existing as of the Closing Date or arising by reason of the closing of the Sale, except for any amounts that are Assumed Liabilities.

33. Any party that may have had the right to consent to the assumption or assignment of an Assumed Contract, including (if applicable) the Contract Counterparty to each Assumed Contract, is deemed to have consented to such assumption and assignment for purposes of sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code and any other applicable law if such party failed to object timely to the assumption or assignment of such Assumed Contract in accordance with the Bidding Procedures Order, and the Purchaser shall enjoy all of the Debtors' rights and benefits under each such Assumed Contract as of the applicable date of assumption without the necessity of obtaining such Contract Counterparty's written consent to the assumption

or assignment thereof. The Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assumed Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

34. To the extent a Contract Counterparty to an Assumed Contract failed to timely object to a Cure Amount in accordance with the Bidding Procedures Order, such Cure Amount shall be deemed to be finally determined and any such Contract Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Assumed Contract to which it relates.

35. With respect to objections to any Cure Amounts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Bidding Procedures Order.

36. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any contract or Assumed Contract is an executory contract or unexpired lease or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

37. *The Objection of Aerofil Technologies, Inc. ("**Aerofil**") to Cure Amount Identified in the Debtors' Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 516] is hereby deemed withdrawn. By way of further clarification and notwithstanding any provision in this Order to the contrary, all amounts that are due and owing to Aerofil pursuant to the terms of the Manufacturing Agreement dated July 31, 2013, by and between High Ridge Brands Co. and Aerofil, as amended by that Amendment to Manufacturing Agreement dated August 8, 2017, and further amended by the Trade

Agreement dated January 5, 2020 (the "**Manufacturing Agreement**") prior to the closing of the Sale to Purchaser shall be paid by High Ridge Brands Co. ("**High Ridge**") in the ordinary course of business in accordance with the terms of the Manufacturing Agreement or otherwise paid by Purchaser pursuant to section 1.1(c)(ii) of the Asset Purchase Agreement. All amounts that become due and owing to Aerofil under the terms of the Manufacturing Agreement on and after the Closing shall be paid by Purchaser in accordance with the terms of the Manufacturing Agreement. Aerofil reserves the right to seek payment of all post-petition and pre-Closing amounts due and owing under the Manufacturing Agreement as an administrative claim pursuant to section 503(b) of the Bankruptcy Code in these chapter 11 proceedings.

38. ABGI Corp. ("**ABGI**") filed that certain *Limited Objection by ABGI Corp. to Debtors' Notice, Supplemental Notice and Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale; and ABGI Corp.'s Demand for Adequate Assurance of Performance* [Docket No. 209] (the "**ABGI Objection**"). Notwithstanding anything to the contrary in this Order, while none of ABGI's contracts are Assumed Contracts as of the date hereof, to the extent any of ABGI's contracts is later designated as "assumed" in accordance with section 1.2 of the Purchase Agreement, ABGI's contracts will be subject to section 1.2 of the Purchase Agreement, and ABGI reserves all of its rights, arguments, and claims in the ABGI Objection and nothing in this Order is intended to affect or impair ABGI's rights, arguments, or claims under the ABGI Objection, and all other parties' rights to oppose the ABGI Objection are reserved and nothing in this Order is intended to affect or impair any of such parties rights, arguments, or claims.

Approval of Repayment of DIP

39. The Debtors are authorized, but not directed, to distribute the net cash proceeds of the Sale of the Purchased Assets to the DIP Agent (as defined in the Final DIP Order), as agent for the account of DIP Lenders (as defined in the Final DIP Order), an amount up to the outstanding DIP Obligations; *provided*, *however*, that all amounts payable under the Committee Settlement Annex (as defined in the Final DIP Order) and paragraph 47 of the Final DIP Order shall be paid by the Debtors at closing as set forth in the Committee Settlement Annex into an escrow account to be designated by the Committee, and that nothing set forth herein shall alter or modify the Committee Settlement Annex, the Purchase Agreement, the payment obligations under such documents, and paragraph 47 of the Final DIP Order

Purchaser Standing and Assumed Liabilities

40. The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates including, without limitation, any unresolved or disputed Assumed Liabilities, Cure Amounts under the Bidding Procedures Order or otherwise, that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims that should be reduced, reclassified or otherwise disallowed.

Other Provisions

41. This Order shall be binding in all respects upon all of the Debtors' creditors and equity-holders, all Contract Counterparties, all successors and assigns of the Debtors, and any of their respective Affiliates and subsidiaries, any trustees, examiners, "responsible persons," or other

fiduciaries appointed in the Chapter 11 Cases or upon a conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code. The Purchase Agreement and any Transaction Documents shall not be subject to rejection or avoidance under any circumstances.

42. The Purchase Agreement and all documents ancillary thereto may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties, in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

43. The transactions contemplated by the Purchase Agreement, all Transaction Documents, and this Order are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not alter, affect, limit, or otherwise impair the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. As a good faith buyer of the Purchased Assets, the Purchaser has not entered into an agreement with any other potential bidders and has not colluded with any potential or actual bidders, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

44. Any amounts that become payable by the Debtors to the Purchaser pursuant to the Purchase Agreement shall, (a) constitute administrative expenses of the Debtors' estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and (b) be paid by the Debtors in the time and manner provided by the Purchase Agreement (subject to the Approved Budget (as defined in the Final DIP Order)), all without further Court order.

45. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

46. The failure to specifically include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized in its entirety. All of the provisions of this Order are non-severable and mutually dependent.

47. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each Transaction Document executed in connection therewith and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order and the Purchase Agreement, including but not limited to the injunctions and limitations of liability set forth in this Order, (c) protect the Purchaser against any Claims and Interests in or against the Debtors or the Purchased Assets of any kind or nature whatsoever attaching to the net cash proceeds of the Sale as provided herein including, without limitation, to enjoin the commencement or continuation of any action seeking to impose successor liability or bulk sale liability; (d) enter any orders under sections 105, 363 and 365 of the Bankruptcy Code with respect to the Purchased Assets and the Assumed Contracts; (e) decide any disputes concerning this Order, the Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assumed Contracts and all issues and disputes arising in

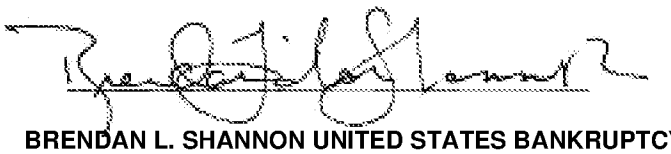
connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Claims and Interests; (f) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assumed Contracts and the rights and obligations of the Debtors and the Purchaser with respect to such assignment and the existence of any default under any such Assumed Contract; (g) adjudicate any and all disputes concerning alleged pre-closing Claims and Interests in and to the Purchased Assets including without limitation the extent, validity, enforceability, priority, and nature of any and all such alleged Claims and Interests; (h) adjudicate any and all disputes relating to the Debtors' right, title, or interest in the Purchased Assets and the proceeds thereof; and (i) re-open the Chapter 11 Case to determine any of the foregoing.

48. For cause shown, this Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, but shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stays provided in Bankruptcy Rules 6004(h) and 6004(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors and the Purchaser are authorized and empowered to close the Sale immediately upon entry of this Order.

49. Notwithstanding the deadlines set forth in the Bidding Procedures Order, the Closing Date may occur after 14 or 35 calendar days from the Auction in accordance with Section 1.4 of the Purchase Agreement; provided that the Closing Date shall be on or prior to the later of (x) March 24, 2020, and (y) the date closing shall occur under and in accordance with the Asset Purchase Agreement between the Oral Care Sellers and Renir; *provided, further*, that such outside date may be extended by agreement of the Debtors, the Consultation Parties (as defined in the Bidding Procedures Order), and the Purchaser.

50. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

51. To the extent that this Order is inconsistent with the Purchase Agreement (including all Transaction Documents) or any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.



Dated: March 2nd, 2020 Wilmington, Delaware

BRENDAN L. SHANNON UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Cure Amount Schedule

Assigned Contracts and Assigned Leases

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Aptar	Letter Agreement, dated January 1, 2019, by and between Aptar and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Ashland Specialty Ingredients, GP	Rebate Agreement, dated May 1, 2019, by and between Ashland Specialty Ingredients GP, and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Axium Plastics LLC	Supplier Agreement, dated August 6, 2012, by and between High Ridge Brands Co. and Axium Plastics LLC.	$0.00
High Ridge Brands Co.	Axium Plastics LLC	Supplier Agreement Amendment, dated February 10, 2018, by and between High Ridge Brands Co. and Axium Plastics LLC.	$0.00
High Ridge Brands Co.	BASF Corporation	Volume Rebate Agreement, dated February 26, 2019, by and between BASF Corporation and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Cosway Company, Inc.	Manufacturing Agreement, dated July 1, 2013, by and between High Ridge Brands Co. and Cosway Company, Inc, and Amendment dated August 10, 2017.	$0.00
High Ridge Brands Co.	DG Strategic VII.	Master Supply Agreement, dated April 9, 2015, by and between Dolgencorp, LLC and DG Strategic VII, LLC and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Dolgencorp, LLC	Master Supply Agreement, dated April 9, 2015, by and between Dolgencorp, LLC and DG Strategic VII, LLC and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Firmenich Incorporated	Supplier Agreement Amendment, dated March 21, 2019, by and between High Ridge Brands Co. and Firmenich Incorporated.	$0.00
High Ridge Brands Co.	Givaudan Fragrances Corporation	Letter re: Supplier Agreement, dated January 1, 2017, by and between High Ridge Brands Co and Givaudan Fragrances Corporation.	$0.00
High Ridge Brands Co.	NCH Marketing Services	Statement of Work, dated May, 25, 2017, by and between High Ridge Brands Co. and NCH Marketing Services, Inc.	$0.00
High Ridge Brands Co.	Paperworks Industries	Services Agreement, as amended, by and between PaperWorks Industries and High Ridge Brands, Co.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Paperworks Industries	Contract Amendment, dated January 1, 2017, by and between PaperWorks Industries and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Pharmacosmetic Manufacturing Services SA DE CV	Manufacture and Supply Agreement, dated February 1, 2019, by and between High Ridge Brands Co and Pharmacosmetic Manufacturing Services SA DE CV, and Amendment dated July 17, 2019.	$0.00
High Ridge Brands Co.	Shandex Group Limited	Distribution Agreement, dated April 28, 2011, by and between High Ridge Brands Co. and Shandex Group Limited.	$0.00
High Ridge Brands Co.	The Shandex Group	Manufacture and Supply Agreement, dated January 7, 2019, by and between High Ridge Brands Co and The Shandex Group.	$0.00
High Ridge Brands Co.	Stepan Company	Proposal and Terms and Conditions, dated April 20, 2016, by and between Stepan Company and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Stepan Company	Amendment to Proposal, dated January 17, 2017, by and between Stepan Company and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Stepan Company	Supply Contract, dated April 15, 2019, by and between High Ridge Brands Co. and Stepan Company.	$0.00
High Ridge Brands Co.	VeePak Ohio, LLC	Manufacturing Agreement, by and between VeePak Ohio, LLC and High Ridge Brands, Co, dated December 8, 2016.	$0.00
High Ridge Brands Co.	VeePak Ohio, LLC	Agreement, dated February 17, 2017, by and between High Ridge Brands Co. and VeePak Ohio, LLC.	$0.00
High Ridge Brands Co.	VeePak Inc.	Letter consent re: Supplier's merger into Vee Pak, LLC; Manufacturing Agreement, dated December 31, 2016, by and between High Ridge Brands Co and VeePak, Inc.	$0.00
High Ridge Brands Co.	Veriship, LLC	Parcel Intelligence Bundle Order Form; Master Services Agreement, dated June 6, 2019, by and between High Ridge Brand Co and Veriship, LLC.	$289.00
High Ridge Brands Co.	1SYNC	Trading Partner Services Agreement, dated March 25, 2011, by and between High Ridge Brands Co. and 1SYNC, Inc.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Bazaarvoice	Master Services Agreement, dated October 31, 2018, by and between High Ridge Brands Co and Bazaarvoice, Inc.	$16,560.00
High Ridge Brands Co.	Bazaarvoice	Renewal Service Offer, dated October 31, 2019, by and between High Ridge Brands Co. and Bazaarvoice, Inc.	$0.00
High Ridge Brands Co.	CH Robinson Worldwide	Agreement for Transportation Brokerage, dated December 20, 2013, by and between High Ridge Brands Co and CH Robinson Worldwide, Inc.	$0.00
High Ridge Brands Co.	Concur Technologies	Order Form, dated June 28, 2017, by and between High Ridge Brands Co and Concur Technologies, Inc.	$0.00
High Ridge Brands Co.	HealthTrust Purchasing Group	Participation Agreement, dated October 12, by and between HealthTrust Purchasing Group, LP, through its commercial division CoreTrust, and High Ridge Brands.	$0.00
High Ridge Brands Co.	CPA Global	Agreement, dated September 10, 2019, by and between High Ridge Brands Co. and CPA Global.	$0.00
High Ridge Brands Co.	CPA Global	Renewal Service Agreement, dated as of September 10, 2019, by and between High Ridge Brands Co. and CPA Global Limited.	$0.00
High Ridge Brands Co.	DRS Product Returns, LLC.	Product Return, Product Recall, Product Remarketing and Financial Management Services Agreement, dated July 27, 2018, by and between High Ridge Brands Co and DRS Product Returns, LLC.	$0.00
High Ridge Brands Co.	Salelytics, LLC	Master Servicing Agreement, dated May 9, 2019, by and between High Ridge Brands and Salelytics, LLC.	$0.00
High Ridge Brands Co.	Salelytics, LLC	Statement of Work No. 1, dated June 1, 2019, by and between High Ridge Brand Co and Salelytics, LLC.	$0.00
High Ridge Brands Co.	Marietta Corporation	License Agreement, dated November 1, 2012, by and between High Ridge Brands Co and Marietta Corporation.	$0.00
High Ridge Brands Co.	Albertsons, Inc	Vendor Agreement, dated April 4, 2011, by and between Albertsons, Inc. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Albertsons, Inc	Terms and conditions for the Albertsons New Item Presentation Terms/Vendor Form.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	C&S Wholesale Grocers	Vendor Agreement, dated September 2, 2015, by and between C&S Wholesale Grocers, Inc. and its subsidiaries and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	CVS Warehouse	Terms and conditions for the CVS Warehouse Supplier Information Form.	$0.00
High Ridge Brands Co.	CVS Warehouse	CVS Warehouse Supplier Information Form, dated November 2, 2011, by and between High Ridge Brands Co. and CVS Warehouse.	$0.00
High Ridge Brands Co.	D&P Wholesale & Distributors, Inc.	Terms and conditions for the D&P California Resale Certificate.	$0.00
High Ridge Brands Co.	D&P Wholesale & Distributors	California Resale Certificate, dated January 1, 2016, by and between High Ridge Brands Co. and D&P Wholesale & Distributors, Inc.	$0.00
High Ridge Brands Co.	Delhaize America, LLC	Master Vendor Agreement, dated January 31, 2012, by and between Delhaize America, LLC and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Delhaize America, LLC	Hannaford Vendor Form, dated January 31, 2012, by and between Delhaize America, LLC and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Family Dollar Services, Inc	Supplier Agreement, dated July 1, 2011, by and between Family Dollar Services, Inc and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Giant Eagle	Terms and conditions for the Giant Eagle New Vendor Information.	$0.00
High Ridge Brands Co.	Giant Eagle	Giant Eagle New Vendor Information and Giant Eagle Supplier Guide), dated March 31, 2011, by and between Giant Eagle and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	H.E.B Grocery	Terms and conditions for the H.E.B. Vendor Set Up & Maintenance Form (not signed by H.E.B.).	$0.00
High Ridge Brands Co.	H.E.B Grocery	Return Goods Center Policy; Transition Markdown Coverage Options and Vendor Set Up & Maintenance Form, dated April 1, 2011, by and between High Ridge Brands Co. and H.E.B Grocery.	$0.00
High Ridge Brands Co.	Performance Food Group, Inc	Non-Food Products Supplier Agreement, dated May 29, 2019, by and between Performance Food Group, Inc. and High Ridge Brands Co.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Publix Super Markets, Inc	Continuing Guaranty and Indemnity Agreement and Vendor Information Form, dated March 17, 2011, by and between Publix Super Markets, Inc. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Publix Super Markets, Inc	Terms and conditions for the Publix Vendor Information Forms.	$0.00
High Ridge Brands Co.	Publix Super Markets, Inc	Vendor Information Form, dated March 18, 2019, by and between High Ridge Brands Co. and Publix Super Markets, Inc.	$0.00
High Ridge Brands Co.	Publix Super Markets, Inc	Damage Return Agreement, by and between Publix Super Markets, Inc. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Rite Aid	Guaranteed Sales Agreement, dated April 20, 2011, by and between Rite Aid Corporation and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Rite Aid	Terms and conditions for the Rite Aid Guaranteed Sales Agreement.	$0.00
High Ridge Brands Co.	Rite Aid	Returns Agreement, dated April 15, 2011, by and between Rite Aid Corporation and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	K-Mart/Sears	Vendor Agreements with K-mart, Vendor Agreements with Sears Brands, and Vendor Agreements with Sears referenced in the K-Mart/Sears Brands/Sears Universal Terms and Conditions.	$0.00
High Ridge Brands Co.	K-Mart/Sears	Addendum to UTC for Direct to Customer Terms and Conditions and Universal Terms and Conditions, dated May 16, 2011, by and between Kmart Corporation, Sears Brands Management Corporation, Sears, Roebuck and Co., and all other subsidiaries of Sears Holdings Corporation and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Supervalu	Terms and conditions for the Shaw's Supermarkets, Inc. Vendor Supply Chain Guide (not signed by High Ridge).	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Shaw's Supermarkets, Inc. Co	Unsaleable Product Policy, Shaw's Supermarkets, Inc. Vendor Supply Chain Guide, Supervalu Direct to Source Information, dated March 30, 2011, by and between High Ridge Brands Co and Supervalu.	$0.00
High Ridge Brands Co.	Target	Target Department 37 Domestic Vendor Agreement, dated February 1, 2015, by and between Target and High Ridge Brands, Co.	$0.00
High Ridge Brands Co.	Target	Target Department 49 Domestic Vendor Agreement, dated February 1, 2015, by and between Target and High Ridge Brands, Co.	$0.00
High Ridge Brands Co.	Target	Target Department 63 Domestic Vendor Agreement, dated February 1, 2015, by and between Target and High Ridge Brands, Co.	$0.00
High Ridge Brands Co.	Target	Terms and conditions for the Target Standard Domestic Vendor Agreements.	$0.00
High Ridge Brands Co.	The Kroger Co.	Vendor Agreement, dated May 6, 2011, by and between The Kroger Co and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	The Kroger Co.	National Reclamation Agreement, dated May 9, 2011, by and between The Kroger Co and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	The Kroger Co.	Standard Vendor Agreement by and between The Kroger Co and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	The Kroger Co.	Standard Vendor Agreement, dated April 1, 2019, by and between The Kroger Co. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	The Kroger.	Standard Vendor Agreement, dated September 13, 2019, by and between The Kroger Co and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	The Kroger Co.	Digital Merchandising Agreement, dated September 11, 2019, by and between High Ridge Brands Co. and The Kroger Co.	$0.00
High Ridge Brands Co.	The Kroger Co.	RFI, Kroger SVA (and CBA if applicable), and the e-commerce addendum/short-form referenced in the Digital Merchandising Agreement with Kroger.	$0.00
High Ridge Brands Co.	Wakefern	Terms and conditions for the Wakefern Reclamation Agreement.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Wakefern	Reclamation Agreement, dated April 26, 2011, by and between High Ridge Brands Co. and Wakefern.	$0.00
High Ridge Brands Co.	Walgreens	Trade and Electronic Data Interchange Agreement, dated November 9, 2010, by and between Walgreen Co and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Walmart	General Merchandise Supplier Agreement, dated May 9, 2017, by and between High Ridge Brands Co. and Walmart.	$0.00
High Ridge Brands Co.	Walmart	General Merchandise Supplier Agreement, dated October 15, 2013, by and between High Ridge Brands Co. and Walmart.	$0.00
High Ridge Brands Co.	Walmart	General Merchandise Supplier Agreement, dated April 10, 2015, by and between Wal-Mart Stores, Inc. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	Walmart	General Merchandise Supplier Agreement, dated October 15, 2015, by and between Wal-Mart Stores, Inc. and High Ridge Brands Co.	$0.00
High Ridge Brands Co.	IAB Solutions LLC	Service Agreement and Statement of Work, dated July 1, 2019, by and between High Ridge Brands and IAB Solutions LLC.	$0.00
High Ridge Brands Co.	Aerofil Technology, Inc.	Manufacturing Agreement, dated July 31, 2013, by and between High Ridge Brands Co and Aerofil Technology, Inc.	$0.00
High Ridge Brands Co.	Aerofil Technology, Inc.	Amendment to Manufacturing Agreement, dated August 8, 2017, by and between High Ridge Brands Co. and Aerofil Technology, Inc.	$0.00
High Ridge Brands Co.	Commonwealth Soap & Toiletries, Inc.	Manufacture and Supply Agreement, dated January 1, 2019, by and between High Ridge Brands Co and Commonwealth Soap & Toiletries, Inc.	$0.00
High Ridge Brands Co.	Grant Industries, Inc.	Bond License, dated August 2, 2019, by and between High Ridge Brands, LLC and Grant Industries.	$0.00
High Ridge Brands Co.	Advantage Sales & Marketing LLC (d/b/a Sage Tree)	Sales & Marketing Agency Agreement, dated February 1, 2017, by and between Advantage Sales & Marketing LLC (d/b/a Sage Tree) and High Ridge Brands, Co.	$0.00

Seller	Contract Counterparty	Contract Description	Cure Cost
High Ridge Brands Co.	Advantage Sales & Marketing LLC (d/b/a Sage Tree)	Broker Commission Agreement, dated November 18, 2011, by and between High Ridge Brands Co. and Advantage Sales & Marketing LLC (d/b/a Sage Tree).	$0.00
High Ridge Brands Co.	Firmenich Incorporated	Core Supplier Agreement, dated April 11, 2016, by and between Firmenich Incorporated and High Ridge Brands Co.	$0.00

EXHIBIT 1

Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

HIGH RIDGE BRANDS CO.,

GOLDEN SUN, INC., AND

CONTINENTAL FRAGRANCES, LTD.

and

TCP HRB ACQUISITION, LLC

February 29, 2020

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 28, 2020, is made by and among High Ridge Brands Co., a Delaware corporation ("HRB"), Golden Sun, Inc., a California corporation ("Golden Sun"), and Continental Fragrances, Ltd., a Michigan corporation ("Continental Fragrances", and together with HRB and Golden Sun, each, a "Seller", and together, "Sellers"), and TCP HRB Acquisition, LLC, a Delaware limited liability company ("Buyer"). Sellers and Buyer shall be referred to herein from time to time collectively as the "Parties" and each individually as a "Party." Definitions of capitalized terms are set forth in Section 7.1.

WHEREAS, each Seller is a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on December 18, 2019 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 19-12689 (as jointly administered with the chapter 11 cases of certain non-Seller affiliates of Sellers, collectively, the "Chapter 11 Case");

WHEREAS, Sellers are engaged in the business of distributing hair care and skin cleansing products;

WHEREAS, Buyer desires to purchase certain assets, and assume certain liabilities, associated with the Business;

WHEREAS, in connection with the Chapter 11 Case and subject to the terms and conditions contained herein, following the entry of the Sale Order determining Buyer to be the highest or otherwise best bidder with respect to the Assets and subject to the terms and conditions thereof, Sellers shall sell, transfer and assign to Buyer, and Buyer shall purchase, acquire and accept from Sellers, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, as applicable, the Assets, and Buyer shall assume from Sellers the Assumed Liabilities, all as more specifically set forth herein and in the Sale Order; and

WHEREAS, the transactions contemplated by this Agreement and the other Transaction Documents are subject to the approval of the Bankruptcy Court and will be consummated pursuant to the Bid Procedures Order and the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
ASSET PURCHASE; PURCHASE PRICE

Section 1.1 Purchase and Sale of Assets.

(a) Sale of Assets. Subject to the terms and conditions set forth herein (including the limitations set forth in Section 1.2) and in the Bid Procedures Order and the Sale Order, as applicable, at the Closing, each Seller shall sell, assign, assume and assign, transfer,

convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Buyer or one of its Affiliates, and Buyer or its designee shall purchase, acquire and accept from each Seller, free and clear of any Liens other than Permitted Liens, all of such Seller's right, title and interest in, to and under all of the following assets, properties and rights (collectively, the "Assets") (and for sake of clarity not including the Excluded Assets):

(i) all Accounts Receivable exclusively related to the Business; calculated in accordance with the Sample Calculation applied (except as otherwise set forth in this Agreement or the Sample Calculation) on a consistent basis in accordance with past practices;

(ii) all of the Business Intellectual Property, including the Intellectual Property set forth in Section 1.1(a)(ii) of the Disclosure Schedule, but excluding any Licensed Intellectual Property set forth on Exhibit F to the Transition Services Agreement that is not otherwise added to Section 1.2(a) of the Disclosure Schedule pursuant to Section 1.2(b), together with all claims, demands, income, damages, royalties, payments, accounts, and Accounts Receivable now or hereafter due and payable, and rights to causes of action and remedies, related to any of the foregoing, including all proceeds to infringement suits, the right to sue and prosecute for past, present, and future infringement, misappropriation, or other violation of rights related to any of the foregoing, and all documentation or other tangible embodiments that comprise, embody, disclose or describe the Business Intellectual Property, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware, and files related to the prosecution or enforcement of any Business Intellectual Property, including such patent, trademark or copyright prosecution or enforcement files in the custody of the Sellers' outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities;

(iii) each lease of real property set forth in Section 1.2(a) of the Disclosure Schedule (each, an "Assigned Lease"), together with (only to the extent of Sellers' interests therein) the Improvements located on or attached to the underlying real property, and all rights arising out of the ownership thereof;

(iv) each Contract set forth in Section 1.2(a) of the Disclosure Schedule (each, an "Assigned Contract");

(v) all third-party guarantees and warranties to the extent they relate to the Business or the ownership or operation of the Assets (it being understood that any third party guarantee or warranty sold pursuant to the Oral Care APA shall be excluded);

(vi) all machinery, fixtures, fixed assets, furniture, equipment, materials, parts, supplies, tools, servers, appliances, spare parts and other tangible property of every kind and description (other than Inventory) primarily related to the Business (it being understood that any machinery, fixtures, fixed assets, furniture, equipment, materials, parts, supplies, tools, servers, appliances, spare parts and other tangible property of every kind and description sold pursuant to the Oral Care APA shall be excluded);

(vii) all files, documents, instruments, papers, computer files and records and all other non-privileged books and records of Sellers in any form or media primarily related to the Business or the ownership or operation of the Assets, including customers lists and files and all tax and financial accounting returns and records (it being understood that any files, documents, instruments, papers, computer files and records and all other non-privileged books and records of Sellers in any form or media sold pursuant to the Oral Care APA shall be excluded) (collectively, the "Books and Records");

(viii) all Inventory, calculated in accordance with the Sample Calculation applied (except as otherwise set forth in this Agreement or the Sample Calculation) on a consistent basis in accordance with past practices;

(ix) all security, vendor, utility, prepaid expenses and other deposits related to the Business or any of the other Assets actually being held by a third party and exclusively related to the Business (it being understood that any security, vendor, utility, prepaid expenses and other deposits sold pursuant to the Oral Care APA shall be excluded);

(x) all permits and federal and state registrations and licenses exclusively related to the Business;

(xi) all information technology assets, including licenses, software and hardware exclusively related to the Business or the ownership or operation of the Assets Business (it being understood that any information technology assets, including licenses, software and hardware, sold pursuant to the Oral Care APA shall be excluded);

(xii) all five-digit UPC codes and customer service phone numbers exclusively related to the Business;

(xiii) any and all Insurance Proceeds exclusively related to the Business;

(xiv) all goodwill and general intangibles associated with the Business or the other Assets (it being understood that any goodwill and general intangibles sold pursuant to the Oral Care APA shall be excluded); and

(xv) all other assets exclusively related to the Business (it being understood that any assets sold pursuant to the Oral Care APA shall be excluded).

(b) Excluded Assets. Notwithstanding the foregoing, Buyer expressly understands and agrees that it is not purchasing or acquiring, and each Seller is not selling, transferring or assigning, any of the following assets or properties of such Seller (the "Excluded Assets"):

(i) all cash and cash equivalents and bank accounts of such Seller;

(ii) other than items designated as Assets above, all claims, counterclaims, rights, set-offs, demands, causes of action, rebates, prepayments (including, rent and expenses), refunds and other similar intangibles arising from the operation, acquisition or ownership of the Assets prior to the Closing, including (A) all rights to any

Legal Proceeding of any nature available to or being pursued by any Seller whether arising by way of counterclaim or otherwise and (B) all rights and avoidance claims of each Seller arising under chapter 5 of the Bankruptcy Code;

(iii) all refunds and credits of Taxes attributable to the Assets for periods occurring prior to the Closing;

(iv) all casualty insurance, title insurance, liability insurance and other insurance policies of each Seller and its Affiliates, including each Seller's director and officer insurance policies, fiduciary policies or employment practices policies (in each case of the foregoing, including any tail policies or coverage thereon);

(v) the following Books and Records of such Seller and its Affiliates: (A) such Books and Records to the extent related to assets that are not included in the Assets; (B) such Books and Records to the extent related to Liabilities of such Seller or any of its Affiliates which do not constitute Assumed Liabilities; (C) such Books and Records (whether copies or originals) relating to formation, qualifications to conduct business as a foreign corporation or other legal entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock ledgers, by-laws and other documents relating to the organization and existence of such Seller as a corporation or other legal entity, as applicable (together with analogous documentation); (D) such Books and Records which are covered by attorney-client privilege, candid self-analysis privilege, work product privilege or other similar privileges, (E) such Books and Records that such Seller is required by Law to retain and is prohibited by Law from providing a copy of which to Buyer, and (F) such Books and Records that such Seller prepared in connection with, or that relate to, the transactions contemplated by this Agreement and/or the Chapter 11 Case, including bids received from other parties;

(vi) all stock certificates and all shares of capital stock or other equity interests of a Seller or any Affiliate of a Seller, or securities convertible into or exchangeable or exercisable for any such shares of capital stock or other equity interests;

(vii) all leases and contracts of Sellers other than (A) the Assigned Leases and (B) the Assigned Contracts;

(viii) the rights which accrue or will accrue to such Seller under the Transaction Documents;

(ix) all equipment and other assets and items that are leased to such Seller or an Affiliate thereof pursuant to a contract or agreement that is not an Assigned Contract;

(x) all receivables (including any Accounts Receivable), claims (including insurance claims) or causes of action that relate to any Excluded Asset or Excluded Liability or any Employees of such Seller who are not Transferred Employees;

(xi) all assets related to the Employee Plans;

(xii) the Subsidiary Equity Interests;

(xiii) all assets sold pursuant to the Oral Care APA;

(xiv) all Licensed Intellectual Property set forth on Exhibit F of the Transition Services Agreement that is not otherwise added to Section 1.2(a) of the Disclosure Schedule pursuant to Section 1.2(b); and

(xv) all property which, upon installation thereof, under the relevant Assigned Lease becomes the property of the landlord thereunder.

(c) Assumption of Certain Liabilities. On and subject to the terms and conditions of this Agreement and the Sale Order, at the Closing, Buyer shall assume and agree to pay, perform and discharge when due (in accordance with their respective terms and subject to the respective conditions thereof) only the following Liabilities (collectively, the "Assumed Liabilities"):

(i) all Liabilities arising out of the ownership of the Assets after the Closing;

(ii) all current Liabilities of Sellers as of the Closing Date described in line items 13, 14, 16, and 21 – 24 on the "Summary" page of the Sample Calculation, calculated in accordance with the Sample Calculation applied on a consistent basis in accordance with past practices;

(iii) all Cure Costs for the Assigned Contracts and Assigned Leases;

(iv) all Liabilities arising under the Assigned Leases or the Assigned Contracts after the Closing;

(v) all Liabilities of each Seller with respect to Permitted Liens attached to the Assets at Closing;

(vi) with respect to any Transferred Employee, all Liabilities of each Seller relating to paid time off and, as set forth on Section 1.1(c)(vi) of the Disclosure Schedules, the 2019 Bonus Program;

(vii) all Liabilities for Taxes apportioned to Buyer pursuant to Section 1.3(c); and

(viii) all other Liabilities specifically assumed by Buyer under this Agreement or any other Transaction Document, including under Section 4.11.

(d) Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liabilities that are not Assumed Liabilities (such excluded Liabilities, collectively, the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(i) other than any Taxes that are Assumed Liabilities pursuant to Section 1.1(c)(vii), all Taxes of any Seller;

(ii) all professional fees and expenses for advisers of a Seller or its Affiliates, including advisers retained pursuant to an order of the Bankruptcy Court;

(iii) any Liability of a Seller, any of its Affiliates or any of its or their respective directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the other Transaction Documents, whether incurred prior to, at, or subsequent to, the Closing, including all finder's or broker's fees and expenses and any and all fees and expenses of any representatives of any of them;

(iv) other than as specifically set forth herein, any Liability relating to, occurring or existing in connection with, or arising out of, (A) the ownership of Sellers, (B) the ownership or operation of the Business prior to the Closing (including any lawsuits outstanding as of the Closing where any of the Assets are subject or where a Seller is a defendant), or (C) the ownership, possession, use, operation or sale or other disposition prior to the Closing of any Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing, with the Business);

(v) other than the Liabilities set forth in Section 1.1(c)(vi) and Section 1.1(c)(viii), any Liability with respect to any Business Employee, other employee or any other Person at any time employed or retained by or otherwise providing services to a Seller or any of its Affiliates, including any Liability relating to or arising out of the employment or service relationship or termination of the employment or service relationship of any such Person, any compensation or benefits of any such Person, or the Employee Plans;

(vi) any Liability for Taxes (A) of a Seller or any of its Affiliates or any member or equity owner of such Seller or Affiliate or for which such Seller or Affiliate may be liable or (B) relating to the Assets or the Assumed Liabilities for any taxable period (or portion thereof) ending on or before the Closing Date;

(vii) any Liability relating to or arising out of the ownership, possession, use, operation or sale or other disposition of any Excluded Asset;

(viii) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Sellers;

(ix) any product Liability or similar claim for injury to a Person or property that arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Sellers, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Sellers; and

(x) any recall, design defect or similar claims of any products manufactured or sold or any service performed by Sellers.

(e) Misallocated Assets. If after the Closing (i) Buyer holds any Excluded Assets or Excluded Liabilities or (ii) any Seller holds any Assets or Assumed Liabilities, Buyer or the applicable Seller will transfer (or cause to be transferred), as promptly as is reasonably practicable, such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party.

Section 1.2 Assumption/Rejection of Certain Contracts.

(a) Assignment and Assumption at Closing.

(i) Section 1.2(a) of the Disclosure Schedule sets forth a list of all executory Contracts (including all leases with respect to any leased property) to which Sellers are a party that are used in, or relate to, the Business and that are Assigned Contracts or Assigned Leases and the Cure Costs associated therewith. From and after the date hereof until three (3) Business Days prior to Closing, Sellers shall make such deletions to Section 1.2(a) of the Disclosure Schedule as Buyer shall, in its sole discretion, request in writing; provided, however, that no deletion of any Assigned Contract from Section 1.2(a) may be made to the extent such Assigned Contract is required to be taken pursuant to the Transition Services Agreement. Notwithstanding anything contained in this Agreement to the contrary (including Section 1.1(a)), (A) any such deleted Contract shall be deemed to no longer be an Assigned Contract and (B) all Contracts of Sellers that are not listed on Section 1.2(a) of the Disclosure Schedule as of the third Business Day prior to the Closing Date shall not be considered an Assigned Contract or Asset and shall be deemed "Rejected Contracts".

(ii) Sellers shall take all reasonable actions required to assign the Assigned Contracts to Buyer.

(iii) At Closing, (A) Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assume and assign to Buyer (the consideration for which is included in the Purchase Price) each of the Assigned Contracts that is capable of being assumed and assigned, (B) Buyer shall pay promptly all Cure Costs (if any) in connection with such assumption and assignment (as agreed to among the various counterparties, Buyer and Sellers, or as determined by the Bankruptcy Court), and (C) Buyer shall assume and perform and discharge the Assumed Liabilities (if any) under the Assigned Contracts, as applicable.

(b) Previously Omitted Contracts.

(i) If prior to Closing and until the later of: (i) the date of confirmation of a plan of liquidation in the Chapter 11 Cases, and (ii) May 15, 2020 (the "Contract Assessment Period"), Buyer desires in its sole discretion to acquire any Contract to which Sellers are a party that is listed on Exhibit F to the Transition Services Agreement (any such Contract, a "Previously Omitted Contract"), Buyer shall deliver a written notice to

Sellers designating such Previously Omitted Contract as "Assumed". The Sellers agree not to reject any Previously Omitted Contract during the Contract Assessment Period without obtaining prior written consent of the Buyer; provided, however, Buyer shall be responsible for all costs associated with carrying and not rejecting any such Previously Omitted Contract until such time that Buyer has elected to reject such Contract. Buyer shall have the right at any time during the Contract Assessment Period to (x) designate a Previously Omitted Contract as "Assumed" or (y) direct Sellers to reject such Previously Omitted Contract. If during the Contract Assessment Period, Sellers discover a Contract related to the Business that is not an Assigned Contract, Assigned Lease or a Previously Omitted Contract (a "Discovered Contract"), Sellers shall promptly provide written notice of such Discovered Contract to Buyer and Buyer shall have ten (10) Business Days from receipt of such notice to either designate or not designate such Discovered Contract as a Previously Omitted Contract. Unless a Discovered Contract is designated as a Previously Omitted Contract, Sellers shall have no obligations to maintain such Discovered Contract, and Buyer shall have no obligations regarding the carrying cost of such Discovered Contract. Once a Discovered Contract is designated as a Previously Omitted Contract, Buyer shall be responsible for all costs associated with carrying and not rejecting such Contract as of the date of the execution of this Agreement.

(ii) If Buyer designates a Previously Omitted Contract as "Assumed" in accordance with Section 1.2(b)(i), (A) Section 1.2(a) of the Disclosure Schedule shall be automatically deemed amended to include such Previously Omitted Contract and (B) to the extent not previously served, Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and such Seller's intention to assume and assign such Previously Omitted Contract in accordance with this Section 1.2. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with fourteen (14) calendar days to object, in writing to Sellers and Buyer, to the Cure Costs or the assumption of its Contract. If the counterparties, Sellers and Buyer are unable to reach a consensual resolution with respect to the objection, Sellers will seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption and shall diligently prosecute such motion. Sellers shall use commercially reasonable efforts to obtain an order of the Bankruptcy Court fixing the Cure Costs and approving the assumption of the Previously Omitted Contract. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be responsible for Cure Costs related to any Previously Omitted Contract that Buyer designates as an Assigned Contract pursuant to this Section 1.2(b) and the assumption of which by Buyer is approved by the Bankruptcy Court.

Section 1.3 Purchase Price; Deposit; Purchase Price Adjustment.

(a) Purchase Price. The aggregate consideration (collectively, the "Purchase Price") to be paid by Buyer for the Assets acquired by Buyer hereunder shall consist of:

(i) the Cash Purchase Price, which shall be paid at Closing; plus

(ii) the Guaranteed Purchase Price (less the Buyer Deposit), which shall be paid on the Funding Date, subject to adjustment pursuant to Section 1.3(c) and Section 1.3(e); plus

(iii) the Assumed Liabilities, which shall be assumed by Buyer at Closing.

(b) Buyer Deposit. In accordance with the Bid Procedures Order, Buyer deposited $750,000 (the "Buyer Deposit") with JPMorgan Chase Bank, N.A. (the "Escrow Holder") by wire transfer of immediately available funds. The Escrow Holder will hold the Buyer Deposit pursuant to the terms of the Depository Agreement. The Buyer Deposit shall become payable, and shall be paid, to Sellers at the Closing and shall, for the avoidance of doubt, be netted against the Guaranteed Purchase Price. At the Closing, HRB shall instruct the Escrow Holder to deliver the Buyer Deposit to Sellers by wire transfer of immediately available funds into an account designated by Sellers. If this Agreement is validly terminated prior to the Closing, HRB shall instruct the Escrow Holder to release and distribute the Buyer Deposit to Buyer or Sellers, as applicable, in accordance with the terms of Section 6.3. In the event of any conflict between the Depository Agreement and this Agreement, the terms of this Agreement shall prevail.

(c) Expense Prorations and Purchase Price Adjustment. The following items shall be prorated between Sellers and Buyer as of the Closing: (i) applicable real property Taxes and personal property Taxes; (ii) post-Closing utilities; and (iii) post-Closing lease payments under any Assumed Leases. Unless otherwise stated herein, all prorations shall be on an accrual basis in accordance with GAAP and based on the actual number of days in each month or other period that precedes and includes, or follows, the Closing Date. Sellers shall be responsible for amounts relating to the period prior to the date of Closing, and Buyer shall be responsible for amounts relating to the period commencing on the Closing Date and the period thereafter. If, as of the Closing, Sellers have paid more than their allocable portion of any such amounts, such excess (in aggregate) shall be added to the Cash Purchase Price. If, as of the Closing, Sellers have paid less than their allocable portion of any such amounts, such shortfall (in aggregate) shall be deducted from the Guaranteed Purchase Price; provided, however, that, it being understood that if such adjustment results in the Guaranteed Purchase Price being less than zero, then such deficit shall promptly be paid to the Buyer.

(d) Withholding. Buyer shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold under any applicable Law; provided that Buyer shall provide commercially reasonable notice to Sellers upon becoming aware of any such withholding obligation and shall cooperate with Sellers in good faith and to the extent reasonable to reduce or eliminate any such deduction and withholding. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

(e) Net Working Capital Adjustment.

(i) In addition to the adjustment set forth in Section 1.3(c), the Guaranteed Purchase Price shall be (A) reduced by the amount, if any, by which the Net

Working Capital is less than the Net Working Capital Target; provided however that, it being understood that if such adjustment results in the Guaranteed Purchase Price being less than zero, then such deficit shall promptly be paid to Buyer), or (B) increased by the amount, if any, by which the Net Working Capital is greater than the Net Working Capital Target (up to a maximum increase of $2,000,000), in each case, in accordance with this Section 1.3(e).

(ii) No later than sixty (60) days following the Closing Date, Buyer shall prepare and deliver to Sellers a draft statement setting forth Buyer's calculation of Net Working Capital and the adjustment, if any, to the Purchase Price (the "Proposed Net Working Capital Statement").

(iii) Sellers shall have thirty (30) days following receipt of the Proposed Net Working Capital Statement during which to notify Buyer of any dispute of any item contained in the Proposed Net Working Capital Statement, which notice shall set forth in reasonable detail the basis for such dispute. During such thirty (30) day period, Buyer shall provide Sellers and their advisors with reasonable access during normal business hours to Buyer's employees and advisors and such books and records of Buyer (including accountants' work papers supporting the Proposed Net Working Capital Statement) as may be reasonably requested by them to verify the information contained in the Proposed Net Working Capital Statement and the calculations therein. At any time within such thirty (30) day period, Sellers shall be entitled to agree with any or all of the items set forth in the Proposed Net Working Capital Statement. If the Guaranteed Purchase Price becomes due prior to the resolution of any dispute pursuant to this Section 1.3(e), Buyer shall be entitled to withhold such disputed amount from the Guaranteed Purchase Price until such dispute is resolved.

(iv) If Sellers do not notify Buyer of any such dispute within such thirty (30) day period, or notifies Buyer of their agreement with the Proposed Net Working Capital Statement prior to the expiration of such thirty (30) day period, the Proposed Net Working Capital Statement prepared by Buyer shall be deemed to be final and binding on the Parties.

(v) If the Sellers notify Buyer of any such dispute within such thirty (30) day period, such dispute regarding the Proposed Net Working Capital Statement shall be resolved as follows:

A. Sellers and Buyer shall cooperate in good faith to resolve any such dispute as promptly as possible.

B. In the event Sellers and Buyer are unable to resolve any such dispute within fifteen (15) days (or such longer period as Sellers and Buyer shall mutually agree in writing) of notice of such dispute, such dispute and each party's work papers related thereto shall be submitted to, and all issues having a bearing on such dispute shall be resolved by the Independent Accounting Firm. The Independent Accounting Firm's resolution shall be final and binding on the Parties, be based solely on presentations of Sellers and Buyer and not on the Independent Accounting Firm's independent review, shall be limited to only those matters in

dispute, shall affirm in all respects the presentations of only one Party on any specific issue, and reject in all respects the presentations of the other on such issue. Sellers and Buyer shall use commercially reasonable efforts to cause the Independent Accounting Firm to complete its work within thirty (30) days following its engagement. The fees, costs and expenses of the Independent Accounting Firm shall be paid one-half by Sellers and one-half by Buyer.

C. Sellers and Buyer jointly shall modify the Proposed Net Working Capital Statement and the calculation of the Net Working Capital, as appropriate to reflect the resolution of Sellers' objections (as agreed upon by Sellers and Buyer or as determined by the Independent Accounting Firm) within ten (10) days after the resolution of such objections. Such revised statement shall be the "Final Net Working Capital Statement".

D. For purposes of determining the information on the Final Net Working Capital Statement, the Parties may take into consideration all facts which are known prior to the final determination of the Final Net Working Capital Statement.

E. Within five (5) Business Days after the Proposed Net Working Capital Statement becomes the Final Net Working Capital Statement, Sellers shall pay to Buyer (or to the extent not yet paid, reduce the Guaranteed Purchase Price) the amount, if any, by which the Net Working Capital is less than the Net Working Capital Target, or Buyer shall pay to Sellers the amount, if any, by which the Net Working Capital is greater than the Net Working Capital Target (up to a maximum increase of $2,000,000), in each case by wire transfer of immediately available funds.

Section 1.4 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036 subject to the satisfaction or (to the extent permitted) waiver of the conditions set forth in Article 5 (excluding those conditions that, by their terms, cannot be satisfied until the Closing), or at such other place and time as the Parties shall mutually agree, but in no event later than the Expiration Date. The Closing shall be effective as of 12:01 a.m. New York, NY time on the day of the Closing (the "Closing Date").

Section 1.5 Closing Actions.

(a) On the Closing Date, each Seller, as applicable, shall deliver to Buyer:

(i) a bill of sale in the form of Exhibit A hereto (the "Bill of Sale"), duly executed by such Seller, transferring the tangible personal property included in the Assets to Buyer;

(ii) an assignment and assumption agreement in the form of Exhibit B hereto (the "Assignment and Assumption Agreement"), duly executed by such Seller, effecting the assignment to and assumption by Buyer of the Assets, including the Assigned Contracts and the Assumed Liabilities;

(iii) duly executed assignments of the Intellectual Property included in the Assets, substantially in the form of Exhibit D hereto (the "Intellectual Property Assignment") and modified as appropriate for recordation with the applicable

Governmental Entity, transferring such Intellectual Property to Buyer or its permitted designee, and any other assignments or instruments with respect to any Intellectual Property included in the Assets for which an assignment or instrument is required to assign, transfer and convey such assets to, or perfect title to such assets in, Buyer or its permitted designee;

(iv) from each Seller, a certificate pursuant to Treasury Regulations Section 1.1445-2(b), in a form reasonably acceptable to Buyer, that such Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and an IRS Form W-9 claiming a complete exemption from backup withholding, in each case, duly executed by such Seller;

(v) a certificate of the secretary of such Seller certifying to (A) such entity's certificate of formation, (B) the adoption of resolutions of such entity approving the transactions contemplated hereby, and (C) the incumbency of the officers signing this Agreement and other Transaction Documents on behalf of such entity (together with their specimen signatures);

(vi) Sellers' Closing Certificate;

(vii) the Transition Services Agreement, duly executed by Sellers; and

(viii) such other documents, instruments or certificates as shall be reasonably requested by Buyer and its counsel.

(b) On the Closing Date, Buyer shall deliver to Sellers:

(i) the Cash Purchase Price;

(ii) each Assignment and Assumption Agreement, duly executed by Buyer;

(iii) each Intellectual Property Assignment, duly executed by Buyer;

(iv) a certificate of the secretary of Buyer certifying to (A) Buyer's certificate of formation, (B) the adoption of resolutions of Buyer approving the transactions contemplated hereby and (B) the incumbency of the officers signing this Agreement and other Transaction Documents on behalf of Buyer (together with their specimen signatures);

(v) Buyer's Closing Certificate;

(vi) the Guaranty, in a form reasonably acceptable to Sellers, executed by Hilco;

(vii) the Transition Services Agreement, duly executed by Buyer and Ranir, LLC; and

(viii) such other documents, instruments or certificates as shall be reasonably requested by Sellers and their counsel.

(c) At the Closing, Buyer shall pay all Cure Costs pursuant to the payment instructions provided at least three (3) Business Days prior to the Closing by Sellers to Buyer.

Section 1.6 Allocation of Purchase Price.

Buyer and Sellers shall agree on the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for federal income Tax purposes) among the Assets within sixty (60) days after the Closing Date. If Buyer and Sellers are not able to agree to such allocation within such sixty (60) day period, the Parties shall retain an independent accounting firm (the "Independent Accounting Firm") to resolve their dispute. The determination of the Independent Accounting Firm shall be final and binding on all Parties hereto. The cost of the Independent Accounting Firm shall be shared equally by Sellers and Buyer. The Parties agree to file (or cause to be filed) (a) all required federal Forms 8594, an Asset Acquisition Statement under Section 1060, and (b) all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with such allocation of the Purchase Price described herein. The Parties agree to refrain from taking any position that is inconsistent with such allocation and to use their commercially reasonable efforts to sustain such allocation in any subsequent Tax audit or Tax dispute.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedule, Sellers hereby, jointly and severally, represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 2.1 Organization and Qualification.

(a) Such Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Subject to entry of the Sale Order, such Seller has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted except where the failure to have such power or authority would not have a Seller Material Adverse Effect.

(b) Except as set forth on Section 2.1(b) of the Disclosure Schedule, in the Knowledge of Seller, such Seller is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not have a Seller Material Adverse Effect. To the Knowledge of Sellers, Sellers have not received any written notice from any Governmental Entity and are not aware of any actions taken by any Governmental Entity regarding their failure to be qualified in any state or jurisdiction.

Section 2.2 Authority and Enforceability. Subject to the entry of the Sale Order, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and each other Transaction Document to which such Seller is or will be a party, and to consummate the transactions contemplated hereby. Subject to the entry of the Sale Order, this Agreement and each other Transaction Document to which such Seller is a party has been (or, in the case of each Transaction Document to which such Seller will be a party, will be) duly and validly executed and delivered by such Seller and constitutes a valid, legal and binding agreement of such Seller, enforceable against such Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

Section 2.3 Consents and Approvals; No Violations.

(a) Except (i) as set forth in Section 2.3(a) of the Disclosure Schedule, and assuming the accuracy of the representations and warranties set forth in Section 3.3, (ii) as may be necessary as a result of any facts or circumstances relating solely to Buyer or any of its Affiliates, (iii) such filings as may be required under the HSR Act and (iv) as may be required pursuant to the Bankruptcy Code, the Bid Procedures Order or the Sale Order, and after taking into account the effect of the Sale Order under the Bankruptcy Code, no material filing with or material notice to, and no material permit, authorization, consent or approval of, or material Order of, any court or tribunal or administrative, governmental or regulatory body or agency (a "Governmental Entity") or any other Person is necessary for the execution and delivery by such Seller of this Agreement or the consummation by such Seller of the transactions contemplated hereby.

(b) Subject to the entry of the Sale Order and any other order(s) necessary to consummate the transactions contemplated by this Agreement and obtaining the consents set forth in Section 2.3(a) of the Disclosure Schedule, neither the execution, delivery or performance of this Agreement by such Seller nor the consummation by such Seller of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the certificate of incorporation, bylaws, certificate of formation or limited liability company agreement (or similar governing documents) of such Seller or any Affiliate thereof, (ii) except as set forth in Section 2.3(b) of the Disclosure Schedule, result in a material violation or material breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to any material right of termination, modification, 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 such Seller or any Affiliate thereof is a party or by which such Seller or any Affiliate thereof or any of such Seller's or any Affiliate of such Seller's properties or assets may be bound, (iii) violate any Order or Law applicable to such Seller or any Affiliate thereof or any of such Seller's or any Affiliate of such Seller's properties or assets, or (iv) result in the creation or imposition of any Lien on any of the Assets, except for Permitted Liens.

Section 2.4 Brokers. Except as set forth in Section 2.4 of the Disclosure Schedule, no broker, finder or investment banker is entitled to any broker's, finder's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of such Seller.

Section 2.5 Real and Personal Property.

(a) Leased Real Properties. To the Knowledge of Sellers, Section 2.5(a) of the Disclosure Schedule sets forth each lease, sublease, license or similar occupancy agreement, together with all amendments or supplements thereto, of real property to which such Seller is a party or by which it is bound as lessee.

(b) Personal Property. As of the date hereof, such Seller owns or holds under valid leases all material tangible personal property necessary for the conduct of the Business as currently conducted.

(c) Complete Copies. Such Seller has delivered to Buyer a complete copy of each Assigned Lease, in each case, as amended or otherwise modified and in effect as of the date hereof, to the extent in the actual possession of such Seller or any of its Affiliates.

Section 2.6 Title to Assets; Sufficiency of Assets; Inventory.

(a) As of the date of this Agreement and subject to the entry of the Sale Order, such Seller is the sole and lawful owner of, and has good title to, or a valid leasehold interest in, all of its Assets, free and clear of all Liens other than the Permitted Liens. As of immediately prior to the Closing and subject to the entry of the Sale Order, such Seller shall be the sole and lawful owner of, and have good title to, or a valid leasehold interest in, and the power to sell, assign or transfer to the Buyer, all of the Assets free and clear of all Liens other than the Permitted Liens.

(b) All tangible Assets are (i) in good working order and condition in all material respects, ordinary wear and tear excepted, (ii) have been sufficiently maintained, (iii) are suitable in all material respects for the uses for which they are being utilized in the Business as currently conducted, (iv) do not require more than regularly scheduled maintenance in the ordinary course of business consistent with past practice and the established maintenance policies of Business, as applicable, in order to keep them in good operating condition and (v) comply in all material respects with all requirements under any Laws and any licenses which govern the use and operation thereof. The Assets, together with the Excluded Assets, constitute all the properties, assets, Contracts and rights reasonably necessary, and are sufficient in all material respects, for the conduct of the Business as currently conducted.

(c) The Inventory of the Business reflected in the Books and Records of the Business is of a quantity and quality historically useable or saleable in the conduct of the Business, and such Inventory has been valued at the lesser of cost or market value, and all material unmarketable, returned, rejected, damaged, slow moving or obsolete inventory has been written off or written down to net realizable value or adequately reserved against in the Books and Records of the Business. Since January 1, 2020, the Inventory levels of the Business have been maintained at the levels required for the operation of the Business as conducted prior to and as of the date hereof, and such levels shall be adequate for operation of the Business after the Closing in the manner consistent with the operation of the Business prior to the Closing. All Inventory is free from material defects in materials and workmanship (normal wear and tear expected), except as would not be material to the Business.

Section 2.7 Assigned Contracts. Prior to the Closing, Sellers have delivered to Buyer a complete copy of each Assigned Contract, in each case, as amended or otherwise modified and in effect as of the date hereof. The Assigned Contracts are valid, binding and enforceable obligations of Sellers and, to the Knowledge of Sellers, the other parties thereto, in each case in accordance with their terms and conditions. Except in relation to the Chapter 11 Case and subject to the Sale Order, (i) there does not exist under any Assigned Contract set forth on Section 1.2(a) of the Disclosure Schedule, any breach, violation or default on the part of Sellers or, to Sellers' Knowledge any other party to such Assigned Contract, except for breaches, violations or defaults that would not be reasonably likely to be material to the Business, and no such Assigned Contract has expired or been rejected (or is the subject of a notice of rejection or a pending rejection motion) by Sellers, and (ii) no Seller not received any notice of any default, notice of termination, suspension or intent to terminate, or notice regarding payment delinquency, and to the Knowledge of Sellers, no such termination or suspension has been threatened by any counterparty to any such Assigned Contract. Subject to payment of the Cure Costs, Sellers have paid all amounts due and payable by Sellers pursuant to the Assigned Contracts set forth on Section 1.2(a) of the Disclosure Schedule.

Section 2.8 Labor and Benefits Matters.

(a) Section 2.8(a) of the Disclosure Schedule sets forth, in all material respects, a complete and accurate list of all Employees as of the date of this Agreement ("Business Employees"), along with the position, status as full-time or part-time, date of hire, union affiliation, base compensation, any other regular compensation (such as bonuses or commissions), status as active or on leave (and if on leave, the nature of the leave and the anticipated date of return), status as exempt or non-exempt for purposes of federal and state overtime pay requirements, and, as of January 31, 2020, accrued but unused sick time or vacation leave or paid time off.

(b) Section 2.8(b) of the Disclosure Schedule sets forth each "multiemployer plan" within the meaning of Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Title IV of ERISA, to which such Seller or any Affiliate thereof contributes or has an obligation to contribute or in respect of which such Seller or any Affiliate thereof has any actual or contingent liability, in each case with respect to the Employees or the Assets.

Section 2.9 Intellectual Property Matters; Data Privacy.

(a) Section 2.9(a) of the Disclosure Schedule lists all (i) Seller Owned Intellectual Property that is the subject of a patent, registration, or pending application, including domain name and social media account registrations ("Registered IP") and (ii) material unregistered Seller Owned Intellectual Property, and, specifying as to each such item, as applicable, the owner(s) of record (and, in the case of domain names, the registrant, and in the case of social media accounts, the account holder), jurisdiction of application and/or registration, the application and/or registration number, and the date of application and/or registration. All required filings and fees related to the Registered IP have been timely filed with and paid to the relevant Governmental Entity and authorized registrars, and, all Registered IP is in full force and otherwise in good standing. All Registered IP identified on Section 2.9(a) of the Disclosure Schedules is valid, subsisting, and enforceable. Subject to entry of the Sale Order, Sellers exclusively own all

right, title (including, with respect to all Registered IP, record title) and interest in and to the Seller Owned Intellectual Property free and clear of all Liens except for Permitted Liens, and upon Closing, Buyer will acquire from Sellers good and marketable title to such Seller Owned Intellectual Property, free of any Liens except for Permitted Liens.

(b) Section 2.9(b) of the Disclosure Schedules identifies (i) each Inbound License (other than Off-the-Shelf Licenses), (ii) each Outbound License and (iii) each other Intellectual Property Agreement (other than Off-the-Shelf Licenses). To the Knowledge of Sellers, all Intellectual Property Agreements are valid and enforceable. None of the Sellers are, and, to the Knowledge of Sellers, no counter-party is, in default in the performance, observance or fulfillment of any obligation, covenant or condition contained in any Intellectual Property Agreement. Section 2.9(b) of the Disclosure Schedules contains a listing of all Contracts to which Sellers are a party that relates to the settlement of any claims related to any Business Intellectual Property included in the Assets (such as a co-existence agreement). Except in connection with the Chapter 11 Case, there is no pending dispute, including any claim or, to the Knowledge of Sellers, threatened claim or the existence of any facts, indicating that Sellers or any other party thereto is in breach of any terms or conditions of such contracts. Sellers have not entered into any contract granting any third party the right to bring infringement actions with respect to any of the Business Intellectual Property that will survive the Closing. Subject to entry of the Sale Order, any Contract that has not been disclosed in Section 2.9(b) of the Disclosure Schedules or provided to Buyer prior to Closing due to confidentiality restrictions, shall not impose any restriction or liability to the Assets or Buyer after the Closing.

(c) Neither the Seller Owned Intellectual Property nor the operation or conduct of the Business, including the manufacture, marketing, license, sale or use of any products or services anywhere in the world in connection with the Business, has (i) infringed, misappropriated, or otherwise violated, or is infringing, misappropriating, or otherwise violating any Intellectual Property of any other Person, or (ii) violated any license or agreement with any third party to which a Seller is bound. None of the Sellers have received any written claim, demand or notice, and no Action is pending or threatened against any of the Sellers: (i) alleging any infringement, misappropriation, or other violation of any Intellectual Property of any other Person; or (ii) challenging the validity, registrability, enforceability or ownership of, or the right of the Sellers and their respective Subsidiaries to use, any Business Intellectual Property. To the Knowledge of Sellers, no other Person is infringing, misappropriating or otherwise violating any Business Intellectual Property. None of the Seller Owned Intellectual Property included in the Assets is subject to any outstanding judgment, decree or order of any Governmental Entity. None of the Registered IP has been or is now involved in any interference, reissue, inter-partes review, reexamination, cancellation, revocation, opposition or other proceeding in the United States Patent and Trademark Office or any other Governmental Entity.

(d) Each of the Sellers has taken reasonable steps to protect and maintain the proprietary nature of each item of Seller Owned Intellectual Property and the confidentiality of the Trade Secrets included in the Seller Owned Intellectual Property (and the Trade Secrets of any other Person to whom any of the Sellers has an obligation to maintain such Trade Secrets as confidential).

(e) Except as set forth in Section 2.9(e) of the Disclosure Schedules, the Business Intellectual Property (together with any Licensed Intellectual Property that is described on Exhibit F to the Transition Services Agreement) constitutes all Intellectual Property owned or purported to be owned by Sellers, or licensed to the Sellers, and used or held for use by Sellers in connection with the Business. Except for contracts relating to Intellectual Property that are not owned by Sellers, but are used by Sellers in the Business, there are no contracts that require the payment of any money or giving of other consideration for the use of such Intellectual Property by Sellers.

(f) None of Sellers, their respective Subsidiaries, or any of their respective current or former Affiliates, partners, directors, stockholders, officers, employees, consultants or contractors will, after giving effect to the transactions contemplated herein, own or retain any rights to use any of the Business Intellectual Property. Subject to the entry of the Sale Order and obtaining the relevant consents set forth in Section 2.3(a) of the Disclosure Schedules, except as set forth in Section 2.9(f) of the Disclosure Schedules, neither the execution and delivery of this Agreement and the other Transaction Documents to which any Seller is a party, nor the performance by Sellers of their respective obligations hereunder and thereunder, nor the consummation by Sellers of the transactions contemplated hereby and thereby (i) violate, conflict with or result in a violation or breach of or default under (either immediately or upon notice, lapse of time or both), or constitute a default (with or without due notice or lapse of time or both) under the terms, conditions or provisions of any contract with respect to any Intellectual Property Agreement to which any Seller is a party or give rise to any obligation to pay an assignment or transfer fee or right of termination, cancellation or result in the acceleration of any obligation under any Business Intellectual Property, or (ii) result in the creation or imposition of any Lien on any of the Seller Owned Intellectual Property included in the Assets (other than any Permitted Lien).

(g) The Sellers' practices with regard to the collection, dissemination and use of Personal Data in connection with the Business are and have been at all times in conformance in all material respects with all (a) Laws relating to data protection or personal information, (b) contractual commitments of the Sellers and any (c) published privacy policies. For the thirty six (36) months immediately preceding the date of this Agreement and the Closing Date, (i) the Sellers have not received any written notification or allegation from any competent authority (including any information or enforcement notice, or any transfer prohibition notice) alleging that any of the Sellers has not complied in any respect with Laws relating to data protection or personal information and (ii) in the Knowledge of Seller, there has been no loss of, or unauthorized access, use, disclosure or modification of any Personal Data.

Section 2.10 Information Technology Matters.

(a) All information technology hardware and software used or held for use by the Sellers in the Business that are included in the Assets (the "IT Assets") are either owned by, licensed or leased to, the Sellers. The IT Assets (together with any Licensed Intellectual Property that is described on Exhibit F to the Transition Services Agreement) are adequate and sufficient in all material respects to meet the processing and other business requirements of the Business is currently conducted. To the Knowledge of the Sellers, the IT Assets (i) operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required by the Business as currently conducted, (ii) have been properly maintained,

performed adequately and not materially malfunctioned or failed at any time during the last thirty six (36) months (subject to temporary problems arising in the ordinary course of business that did not materially disrupt the operations of the Business and which have been corrected), and (iii) are free of any Malicious Code. "Malicious Code" means any computer code or any other procedures, routines or mechanisms which may: (i) disrupt, disable, harm or impair in any material way such Software's operation, (ii) cause such Software to damage or corrupt any data, storage media, programs, equipment or communications of the Sellers or their clients, or otherwise interfere with the Sellers' operations or (iii) permit any third party to access any such Software to cause disruption, disablement, harm, impairment, damage erasure or corruption (sometimes referred to as "traps", "viruses", "access codes", "back doors" "Trojan horses," "time bombs," "worms," or "drop dead devices").

(b) During the last thirty six (36) months, to the Knowledge of the Sellers, no person has gained unauthorized access to any IT Asset (excluding any external hack or similar attack that did not affect the IT Assets for a prolonged period or pose any material threat to the operations of the IT Assets).

(c) The Sellers have taken commercially reasonable precautions (including by way of outsourcing to third parties), including establishing and maintaining contingency plans, back-up facilities and disaster recovery technology processes consistent with industry standard practices, and necessary to protect (a) the computer systems (hardware and soft-ware) and related systems (such as networks) implemented or used by the Sellers in connection with the Business, and (b) the storage capacities and requirements of the Business, in each case of (a) and (b) against (i) overload, failure, limitation of system capacities, manual misuses and other interruptions of regular business operations, (ii) fire, explosion, flood, any other calamity and other interruptions of regular business operations as well as (iii) un-authorized access or manipulation by third parties.

Section 2.11 Accounts Receivable. The Accounts Receivable of Sellers and the Business represent bona fide claims against debtors for sales and other charges arising from bona fide transactions actually made in the ordinary course of business and are not subject to discount except for immaterial trade discounts or discounts in the Ordinary Course of Business. Sellers have not increased or extended the payment terms with respect to any such Accounts Receivable in a manner not consistent with the Ordinary Course of Business. Since January 1, 2020, there have not been any write-offs as uncollectible of any of the Accounts Receivable of the Business.

Section 2.12 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 2 (including the related portions of the Disclosure Schedule), neither Sellers nor any other Person makes (and Buyer is not relying upon) any other express or implied representation or warranty with respect to Sellers, the Business, the Assets (including the value, condition, or use of any Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and Sellers disclaim any other representations or warranties, whether made by any Seller, any Affiliate of Seller or any of their respective representatives. Except for the representations and warranties contained in this Article 2 (including the related portions of the Disclosure Schedule), Sellers expressly (i) disclaim and negate any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the

ownership, use or operation of the Business or the Assets by Buyer after the Closing), and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or representatives (including any opinion, information, projection or advice that may have been or may be provided to Buyer by any representative of any Seller).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 **Organization**. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority would not be reasonably expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.2 **Authority**. Buyer has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer and no other proceeding (including by its direct or indirect equity holders) on the part of Buyer is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid, legal and binding agreement of Buyer, enforceable against Buyer in accordance with its terms assuming the due authorization, execution and delivery by the other Parties, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other Laws affecting the enforcement of creditors' rights generally, and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 3.3 **Consents and Approvals; No Violations**. No material filing with or material notice to, and no material permit, authorization, consent or approval of, or material Order of, any Governmental Entity is necessary for the execution and delivery by Buyer of this Agreement or the consummation by Buyer of the transactions contemplated hereby, except for (i) such filings as may be required under the HSR Act and (ii) where the failure to obtain such permits, authorizations, consents or approvals or to make such filings or give such notice would not, individually or in the aggregate, be reasonably expected to prevent or materially delay the consummation of the transactions contemplated hereby. Neither the execution, delivery and performance of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of the certificate or articles of incorporation or bylaws (or similar governing documents) of Buyer, (b) result in a material violation or material breach of, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to any material right of termination, 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 Buyer is

a party or by which Buyer or any of its properties or assets may be bound or (c) violate any Law or Order applicable to Buyer or any of Buyer's Affiliates or any of their respective properties or assets.

Section 3.4 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of Buyer or any of its Affiliates.

Section 3.5 Litigation. Buyer is not a party to any litigation or threatened litigation which would reasonably be expected to affect or prohibit the consummation of the transactions contemplated hereby, or the timing thereof.

Section 3.6 Sufficiency of Funds. Buyer has and will have at Closing sufficient cash on hand or other sources of immediately available funds to enable it to pay the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 3.7 Solvency. Assuming the (i) accuracy in all material respects of the representations and warranties of Sellers set forth in the Transaction Documents (without giving effect to any "materiality," "Seller Material Adverse Effect," "Knowledge" or "knowledge" qualifiers included therein) and (ii) performance in all material respects by Sellers of their obligations under the Transaction Documents, immediately after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, Buyer will be solvent and will: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Sellers. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 3.8 Acknowledgement by Buyer; No Other Representations and Warranties. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 2 ABOVE (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULE), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS, INCLUDING EXPENSES TO BE INCURRED IN CONNECTION WITH THE ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ASSETS OR WHICH IS THE SUBJECT OF ANY CONTRACT OR LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF PROPERTY, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL

PROPERTY OR ANY OTHER PORTION OF THE ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE BUSINESS, THE ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 2 ABOVE (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULE), BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE 2 ABOVE (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULE), BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 3 ABOVE (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULE), BUYER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS." FURTHERMORE, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED CONTRACTS AND ASSIGNED LEASES FORMING PART OF THE ASSETS WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT NOTWITHSTANDING ANY AND ALL OUTSTANDING DEFAULTS AND OTHER CLAIMS FOR FAILURES TO COMPLY WITH THE PROVISIONS OF SUCH CONTRACTS, CERTAIN OF WHICH DEFAULTS OR CLAIMS MAY NOT BE SUBJECT TO CURE OR WAIVER.

ARTICLE 4
COVENANTS

Section 4.1 Operations Prior to the Closing Date. From the date hereof until the Closing Date, Sellers shall:

(a) operate the Business in the Ordinary Course of Business;

(b) maintain the Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear, if applicable;

(c) not amend, modify or terminate any Assigned Agreement;

(d) maintain the Books and Records in accordance with past practice; and

(e) comply in all material respects with all Laws applicable to the ownership and use of the Assets.

Section 4.2 Bankruptcy Covenants. From and after the date hereof, Sellers and/or Buyer, in each case as indicated below, covenant and agree as follows:

(a) Sellers and Buyer each shall act promptly, diligently and in good faith, and use their respective best efforts, in pursuing entry of the Sale Order, and otherwise effectuating and consummating the transactions contemplated herein, including the sale of the Assets to Buyer, under the terms and conditions of this Agreement, in each case, as soon as practicable, but in any case within the applicable timeframes contemplated by this Agreement, including promptly, diligently and in good faith, and using their respective best efforts in (i) preparing and filing appropriate supporting papers, (ii) furnishing available supporting testimony or other evidence, (iii) contesting any applicable objections, (iv) responding to any applicable discovery requests and (v) contesting any applicable appeals or related relief.

(b) In the event an appeal is taken or a stay pending appeal is granted from the Sale Order, Sellers shall immediately notify Buyer of such appeal or stay order and shall promptly provide to Buyer a copy of the related notice of appeal or order of stay. Sellers shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.

(c) From and after the date hereof, and to the extent Buyer is the successful bidder at the Auction, no Seller shall take any action that is intended to or does result in, or fail to take any action the intent of which failure to act would or does result in, the reversal, voiding, modification or staying of the Sale Order.

(d) Sellers shall take such action as is reasonably necessary or appropriate to effect the assignment of Assigned Contracts to Buyer as contemplated by this Agreement, including executing lease assignment agreements substantially in the form attached as Exhibit E hereto, if necessary, and other assignment or other documents, and providing required or appropriate notices, in each case, in forms reasonably satisfactory to Buyer.

(e) In the case of licenses, Permits, approvals, authorizations, leases, Contracts, and other commitments included in the Assets (including any Inbound Licenses and other Intellectual Property Agreements) (i) that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer (including executing, acknowledging, and delivering such further instruments, and performing all such other reasonable acts as may be necessary or appropriate in Buyer's reasonable determination) to obtain such consent and, if any such consent is not obtained, Sellers shall, following the Closing, and subject to any approval of the Bankruptcy Court that may be required, cooperate with Buyer in all reasonable respects, at the sole cost of Buyer, to provide to Buyer the benefits thereof in some other manner, including sub-licensing to Buyer or any other way allowing Buyer to use the relevant licenses, certificates, approvals, authorizations, leases, Contracts, agreements and other commitments for the period necessary to conduct the business pertaining to the Assets in the Ordinary Course of Business, or (ii) that are otherwise not transferable or assignable (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, following the Closing, and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer to provide to Buyer the benefits thereof in some other manner, at the sole cost of Buyer, including the exercise of the rights of Sellers thereunder or sub-licensing to Buyer or any other way allowing Buyer to use the relevant licenses, certificates, approvals, authorizations, leases, Contracts,

agreements and other commitments for the period necessary to conduct the business pertaining to the Assets in the Ordinary Course of Business.

(f) For a period of one (1) year after the Closing, Sellers shall use their best efforts to take, or cause to be taken, all appropriate action and do or cause to be done all things necessary, proper or advisable to provide Buyer and its representatives reasonable access during the Seller's regular hours, upon reasonable advance notice and under reasonable circumstances, subject to restrictions under Law, to the books and records of Sellers to the extent necessary for the preparation of financial statements or regulatory filings of Buyer and its Affiliates in respect of periods ending on or prior to the Closing, or in connection with any Legal Proceedings. Buyer and its representatives shall be solely responsible for any costs or expenses incurred by them pursuant to the preceding sentence. Notwithstanding the foregoing, Sellers may notify Buyer in writing that Sellers intend to destroy all such books and records and offer Buyer the right to take possession of the same. If Buyer does not notify Sellers of its intention to take possession of all such books and records, and actually take possession thereof within thirty (30) days after receipt of Sellers' notice, and if Sellers did make such books and records available in good faith so as to enable Buyer to take possession thereof within such time frame, Sellers may destroy such books and records without any further obligations under this Section 4.2(f).

Section 4.3 Confidentiality.

(a) Subject to the requirements of the Bankruptcy Code or as may be imposed by the Bankruptcy Court or as otherwise required by Law or as may be necessary to prosecute the Chapter 11 Cases, from and after the Closing: (a) Sellers shall not, and shall cause their Affiliates, officers, directors, employees, agents and representatives not to, directly to indirectly, use, disclose, reveal, divulge, furnish or make accessible to anyone any confidential information (including trade secrets, customer lists, marketing plans and pricing information) relating to the Business or the Assets; (b) in the event a Seller or an Affiliate or representative thereof shall be legally compelled to disclose any such information, such Seller shall provide Buyer with prompt written notice of such requirement to the extent legally permitted so that Buyer may seek a protective order or other remedy (solely at Buyer's cost and expense); and (c) in the event that such protective order or other remedy is not obtained, such Seller or its Affiliates or representatives shall furnish only such information as is legally required to be provided. Confidential information shall not include information that is or becomes publicly available without breach of this Section 4.3(a).

(b) Buyer acknowledges and agrees that the Confidentiality Agreement, dated September 10, 2019, by and between HRB and Tengram Capital Partners, L.P. (the "Confidentiality Agreement"), remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of such Confidentiality Agreement, information provided to Buyer pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 4.3(b) shall nonetheless continue in full force and effect.

Section 4.4 Insurance. Through the Closing, Sellers shall maintain (including necessary renewals thereof) insurance policies against risk and Liabilities to the extent and in the

manner and at the levels heretofore maintained by Sellers with respect to the Business and the Assets.

Section 4.5 **Name Change**. As soon as practicable after the Closing, but no later than twenty-one (21) days thereafter, each Seller and each of its respective Subsidiaries shall change its corporate name to eliminate any reference to any trademark, service mark, company name or d/b/a used by any of the Sellers or their respective Subsidiaries at any time prior to the Closing that is included in the Assets. In addition, as soon as practicable after the Closing, but no later than sixty (60) Business Days after the Closing, if applicable, each Seller shall effect a change in the caption of the Seller's bankruptcy case so that none of the Seller Owned Intellectual Property appears in such caption.

Section 4.6 **Invoicing Procedures under Assigned Contracts**.

(a) All income, proceeds and receipts of the Business payable pursuant to the Assigned Contracts and solely attributable to the period from and after the Closing, or otherwise solely related to the operation of the Assets by Buyer from and after the Closing, shall be the sole entitlement of Buyer, and, to the extent received by any Seller, such Seller shall fully disclose, account for and remit the same to Buyer as promptly as is reasonably practicable after the end of the calendar month in which receipt occurs, which in any event, shall be within ten (10) Business Days following the end of such month.

(b) All income, proceeds and receipts of the Business payable pursuant to the Assigned Contracts and attributable to the period prior to the Closing, or otherwise related to the operation of the Assets by Sellers prior to the Closing, shall be the sole entitlement of Sellers, and, to the extent received by Buyer, Buyer shall fully disclose, account for and remit the same to Sellers as promptly as is reasonably practicable after the end of the calendar month in which receipt occurs, which in any event, shall be within ten (10) Business Days of the end of such month.

Section 4.7 **Tax Matters**.

(a) Except as specifically set forth herein, Sellers shall be liable for and shall pay all Taxes (whether assessed or unassessed) applicable to (i) the Excluded Liabilities and Excluded Assets attributable to any period and (ii) the Business, the Assets and the Assumed Liabilities attributable to periods (or portions thereof) ending on or prior to the Closing Date. Without limiting the obligations of Buyer contained elsewhere in this Agreement, Buyer shall be liable for and shall pay all Taxes (whether assessed or unassessed) applicable to the Business, the Assets and the Assumed Liabilities, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two (2) partial periods, one ending on the Closing Date and the other beginning on the day after the Closing Date, except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

(b) All transfer, sales and use, value added, registration, documentary, stamp and similar Taxes (including any penalties, interest, additions to Tax and costs and expenses relating to such Taxes, but excluding any transfer gains Taxes), whether for real or personal property, imposed in connection with the sale of the Assets or any other transaction that occurs

pursuant to this Agreement shall be borne by Buyer. Buyer shall timely prepare and file all Tax Returns and other filings with respect thereto. Buyer and Sellers will cooperate with each other in the preparation of any such Tax Returns or other filings.

Section 4.8 Further Assurances. If any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request. Without limiting the foregoing, from time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to each Seller and their successors and assigns, the assumption of the Liabilities intended to be assumed by Buyer under this Agreement, and to otherwise make effective the transactions contemplated hereby.

Section 4.9 Preservation of Records; Cooperation.

(a) For a period of three (3) years after the Closing Date, or so long as the Chapter 11 Case remains open and pending, whichever is shorter, Buyer shall preserve and retain all accounting and auditing Books and Records included in the Assets (and any material documents relating to any material governmental or non-governmental proceeding) relating to the conduct of the Business and operations of the Assets prior to the Closing Date.

(b) For a period of three (3) years after the Closing Date, Buyer shall provide Sellers, at Sellers sole cost and expense, with reasonable access, at reasonable times and upon reasonable advance notice, to the materials referenced in Section 4.9(a) that are still in its possession in connection with the administration of the Chapter 11 Case, any Tax audit, other government inquiry or investigation, or request, claim or demand by or against a third party (but excluding in connection with any claim or dispute between the Parties), in each case, subject to the imposition of customary confidentiality protections and in compliance with applicable Law.

(c) Each Party agrees to cooperate with the other Party, and to cause its Affiliates and successors to do so, in the preparation for and prosecution of the defense of any Legal Proceeding arising out of or relating to any Asset related to facts or circumstances that arose prior to the Closing. Such cooperation shall include providing access to the books and records of the cooperating party relating to any such Legal Proceeding and making available evidence within the cooperating party's control and persons needed as witnesses employed by the cooperating party, as reasonably needed for such defense and at reasonable times and upon reasonable advance notice. The requesting party shall reimburse the cooperating party for its actual out-of-pocket costs relating to its cooperation under this Section 4.9(c).

Section 4.10 Public Announcements.

(a) No Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of the other Parties, such approval not to be unreasonably withheld, conditioned or delayed, unless a

press release or public announcement is required by applicable Law, the rules or regulations of any securities exchange, or an Order of the Bankruptcy Court or, in the case of Buyer, is otherwise consistent with the Confidentiality Agreement. The Parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and shall make any applicable disclosures regarding this Agreement (i) to the Bankruptcy Court and (ii) as contemplated by the Bid Procedures Order.

(b) In connection with the preparation of any Securities Exchange Commission filing required to be made by Buyer or its Affiliates in connection with the transactions contemplated herein, each of the Sellers shall use commercially reasonable efforts upon the request of Buyer to furnish Buyer with all reasonable information concerning such Party as may be reasonably necessary in connection with such filing, to the extent such information is then reasonably available to such Party.

Section 4.11 Employees.

(a) Subject to Section 4.11(b), Buyer or its Affiliates shall extend offers of employment to each of the Business Employees set forth on Section 4.11(a) of the Disclosure Schedule effective as of the Closing; provided, that, Buyer shall have the right in its sole discretion to accept or reject up to ten (10) additional Business Employees whose responsibilities do not primarily relate to the Oral Care Business prior to the Closing Date. As of the applicable Transfer Date, Buyer shall provide each Business Employee that accepts an offer of, and commences employment with, Buyer or its Affiliates at the Closing (each such Employee, a "Transferred Employee") with (A) a base salary or an hourly wage rate, as applicable, that is no lower than the base salary or hourly wage rate provided to such Business Employee immediately prior to the Closing and (B) other employee benefits (other than equity or equity-based compensation, cash bonuses and other incentive compensation, defined benefit pension or retiree medical or welfare benefits, change in control or retention compensation, deferred compensation, severance benefits or car allowances) that are no less favorable in the aggregate for each employee than the employee benefits Buyer or its applicable Affiliate employing the Transferred Employee provides to similarly situated employees of Buyer or the applicable Affiliate of Buyer employing such Transferred Employee. With respect to each Business Employee who becomes employed by Buyer or one of its Affiliates pursuant to Section 4.11(a), such Business Employee's Transfer Date shall be the Closing Date.

(b) Notwithstanding anything set forth in Section 4.11(a) to the contrary, and subject to applicable Law, Buyer or one of its Affiliates shall extend offers of employment to each Business Employee set forth on Section 4.11(a) of the Disclosure Schedule who is on an approved leave of absence or receiving income replacement benefits under an Employee Plan that is a short- or long-term disability plan as of immediately prior to the Closing (each, a "Delayed Transfer Employee") and who returns to active service and is able to perform the essential functions of the position with or without reasonable accommodation within six (6) months after the Closing Date. Each such offer of employment to a Delayed Transfer Employee shall be made when such Delayed Transfer Employee meets the requirements set forth in the immediately preceding sentence and shall be effective upon such date as Buyer or its Affiliates, as applicable, shall determine, in accordance with applicable Law, and conditioned upon such Business Employee satisfactorily completing Buyer's customary onboarding process. Notwithstanding anything set forth in Section

4.11(a) to the contrary, each Delayed Transfer Employee who accepts such offer shall become a Transferred Employee on such date as the Delayed Transfer Employee commences employment with Buyer or one of its Affiliates, as applicable (such Delayed Transfer Employee's "Transfer Date").

(c) Buyer hereby assumes all obligations with respect to Transferred Employees, if any, under the WARN Act Laws, which obligations arise after Closing, with respect to the transactions contemplated hereby; and Buyer hereby covenants and agrees to indemnify, defend and hold harmless the Seller Indemnified Parties, from and against all Losses sustained or incurred as a result of any violation of the WARN Act Laws by Buyer or its Affiliates that occurs after such Transferred Employee's Transfer Date with respect to the Transferred Employees. Sellers hereby assume all obligations with respect to any current and former employees of Sellers, or any of them, under the WARN Act Laws, which obligations arose with respect to any Employee that does not become a Transferred Employee or, prior to or on the Closing Date, with respect to such Transferred Employee, including with respect to the transactions contemplated hereby.

(d) With respect to each employee benefit plan of Buyer in which each Transferred Employee participates following the Closing (other than any defined benefit pension plan, retiree welfare or medical plan, or equity plan), for purposes of determining eligibility to participate and vesting (but not for accrual of benefits), service with Sellers and their Affiliates (or of their respective predecessors) shall be treated as service with Buyer, to the extent recognized by Sellers and their Affiliates prior to the Closing under comparable Employee Plans; provided that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits.

(e) With respect to each Transferred Employee, Buyer shall use commercially reasonable efforts to cause to be waived: (i) any waiting periods to participate in any employee benefit plan of Buyer for which such Transferred Employee is eligible; and (ii) any pre-existing condition exclusions and actively-at-work requirements.

(f) Nothing in this Section 4.11, express or implied, shall (i) be deemed or construed to limit Buyer's or its Affiliates' right to terminate the employment of any employee of after the Closing, (ii) constitute an amendment to any Employee Plan or any employee benefit or compensation plan of Buyer or any of its Affiliates, or (iii) confer any rights or remedies upon any Business Employee or other employee (current or former) of any Seller or any Affiliate thereof or their dependents or representatives or any other Person and no such Person shall be a direct or intended beneficiary under this Section 4.11 or any other provision of this Agreement.

Section 4.12 Access.

(a) During the period commencing on the date hereof and ending on the Closing Date, each Seller will, and will cause its officers, employees and auditors to, provide Buyer and its accountants, counsel and other authorized representatives reasonable access, not to be unreasonably conditioned or delayed, during normal business hours, under reasonable circumstances and otherwise in accordance with the terms of the relevant leases, to the premises, officers, employees, landlords, properties, contracts, books and records related to the Assets (including but not limited to centralized software and data system that provide functions for human

resources, planning, procurement, sales, customer relations, finance and analytics), and shall cause the officers of such Seller to otherwise reasonably cooperate with the conduct of due diligence by Buyer and Buyer's representatives.

Section 4.13 Reasonable Efforts; Further Assurances; Cooperation.

(a) Subject to the other provisions hereof, each Party shall use its commercially reasonable efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain all regulatory approvals required to consummate the transactions contemplated by this Agreement and to satisfy all conditions to its obligations hereunder and to cause the Closing to be effected as soon as practicable, but in any event on or prior to the Expiration Date, in accordance with the terms hereof, and shall cooperate fully with each other Party and its officers, directors, managers, employees, agents, counsel, accountants and other designees in connection with any step required to be taken as a part of its obligations hereunder, including the following:

(i) From and after the date hereof, each Seller shall provide Buyer (A) with copies of all motions or pleadings relating to this Agreement, the Sale Order, or the transactions contemplated under any of the foregoing prior to the intended date of filing and (B) with reasonable notice of any objections raised by any party in interest with respect to this Agreement, the Sale Order or the transactions contemplated by any of the foregoing;

(ii) Each Party shall promptly and diligently make all filings and submissions and shall use commercially reasonable efforts to take all other actions necessary, proper or advisable under applicable Laws, to obtain any required approvals of any Governmental Entities with jurisdiction over the transactions contemplated hereby required to consummate the transactions contemplated by this Agreement. Each Party shall use commercially reasonable efforts to furnish all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated hereby. Each of the Parties shall cooperate reasonably with the others in promptly filing any other necessary applications, reports or other documents with any Governmental Entity having jurisdiction with respect to this Agreement and the transactions contemplated hereby (including any documents necessary to formally transfer any of the Business Intellectual Property to Buyer on the books and records of the applicable Governmental Entity), and in seeking necessary consultation with and prompt favorable action by such Governmental Entity. In furtherance of the foregoing, if required by the HSR Act and if the appropriate filing pursuant to the HSR Act has not been filed prior to the date hereof, each applicable Party agrees to make a timely appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by this Agreement and to supply as promptly as practicable to the appropriate Governmental Entity any additional information and documentary material that may be requested pursuant to the HSR Act.

(iii) Sellers and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 2.3(a) of the Disclosure Schedule; provided that no Seller shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested, in

each case, other than Cure Costs required to be paid pursuant to this Agreement or the Sale Order, if any. Buyer shall provide to any landlord under an Assigned Lease, within two (2) Business Days after such landlord's request therefor, copies of financial statements, organizational charts and any other information reasonably requested by any landlord of an Assigned Lease and which such landlord has the right to request from a potential assignee under the terms of such Assigned Lease in connection with Seller's request for any consent with respect thereto.

(iv) In the event any Legal Proceeding by any Governmental Entity or other Person is commenced that questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties shall (A) cooperate reasonably and use all commercially reasonable efforts to defend against such Legal Proceeding, (B) in the event an injunction or other Order is issued in any such Legal Proceeding, use commercially reasonable efforts to have such injunction or other Order lifted, and (C) cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

(v) Without limiting the generality of Buyer's undertakings pursuant to this Section 4.13(a), Buyer agrees to use its commercially reasonable efforts to take any and all steps necessary to avoid or eliminate any impediment under any antitrust, competition or trade regulation Law that may be asserted by any Governmental Entity or any other party so as to enable the parties hereto to consummate the transactions contemplated by this Agreement as promptly as possible, including proposing, negotiating, committing to and effecting, by consent decree, hold separate orders, or otherwise, the sale, divestiture or disposition of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Agreement as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of materially delaying or preventing the consummation of the transactions contemplated by this Agreement; provided that Buyer shall not have any obligation to agree to any structural remedy. In addition, Buyer shall use its reasonable best efforts to defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or to have vacated or terminated, any Order (whether temporary, preliminary or permanent) that would prevent the consummation of the Closing.

(vi) Notwithstanding anything in this Agreement to the contrary, Buyer shall, on behalf of the Parties, control and lead all communications and strategy relating to antitrust and competition filings with any Governmental Entity, subject to good faith consultation with Sellers and the inclusion of Sellers at any meeting with a Governmental Entity.

(b) Buyer shall use its commercially reasonable efforts to obtain, as soon as reasonably practicable after the date hereof, all material Permits required to be obtained by it in order to own and operate the Assets and Sellers shall cooperate with Buyer in connection therewith and shall cooperate with Buyer to secure from the applicable Governmental Entity consent to the issuance of any necessary temporary or provisional Permits required for Buyer's operation of the Assets following the Closing. To the extent new Permits are not required or the existing Permits

do not require consent, approval or notice to the applicable Governmental Entity prior to the Closing, Buyer shall use its commercially reasonable efforts to update ownership, contact and other information, as necessary, or advisable, with the applicable Governmental Entity as soon as reasonably practicable after the Closing. The Parties shall cooperate and each of them shall comply with and carry out any and all commercially reasonable requirements, demands, requests, rules, and regulations of the local issuing authority, so as to expedite the approval of the issuance of such Permits prior to the Closing or submission of updated information after the Closing. In connection with the foregoing, each Seller shall, and shall cause each of its Affiliates and representatives to, use its commercially reasonable efforts to provide to Buyer, at Buyer's cost and expense, all cooperation reasonably requested by Buyer in connection with Buyer obtaining all Permits required for Buyer's ownership and operation of the Assets, including promptly providing all documentation and information in the possession of such Seller as may be reasonably requested by Buyer and/or any Governmental Entity in connection therewith. For avoidance of doubt, it shall not be a condition precedent to Buyer's obligations under this Agreement that the issuance of any such Permits be accomplished.

(c) From time to time prior to the Closing, Sellers shall have the right (but not the obligation) to supplement or amend the Disclosure Schedule hereto with respect to any matter hereafter arising or of which they become aware after the date hereof (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 5.2(a) have been satisfied; provided, however, that if Buyer has the right to, but does not elect to, terminate this Agreement within two (2) Business Days of its receipt of such Schedule Supplement, then Buyer shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter and, further, shall have irrevocably waived its right to any further claim or action with respect to such matter.

Section 4.14 Bulk Sales. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Assets to Buyer and waive all claims related to the non-compliance therewith.

Section 4.15 Capitalization of Buyer. At or before Closing, Buyer shall have at least $8,000,000 of equity capital and have delivered to Ranir, LLC an executed, non-binding term sheet in connection with one or more ABL facilities with an aggregate principal amount of no less than $20,000,000.

Section 4.16 Intellectual Property. To the extent of Sellers' ownership of any Intellectual Property that is not included in the Assets but is used or held for use in connection with the Business as currently conducted and Sellers' legal right to do so, Sellers hereby grant to Buyer and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, non-terminable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty free license under such Intellectual Property, to make, use, sell, offer for sale and import any and all products and services in connection with the Business, and to copy, distribute, display, perform and create derivative works of such Intellectual Property in connection with the Business.

Section 4.17 Transition Services Agreement. At Closing, Buyer shall enter into a transition services agreement substantially in form attached hereto Exhibit F (the "Transition Services Agreement").

Section 4.18 Guaranty. Buyer shall indemnify, defend, and hold harmless Sellers and their officers, directors, managers, employees, advisors, agents and contractors and any of their successors and assigns from and against any loss, cost, liability, damages, and all related expenses (including reasonable attorneys' and other professionals' fees and costs) resulting from or relating to Hilco's failure to pay any amounts due and owing under the Guaranty. For the avoidance of doubt, this Section 4.18 shall survive Closing until such time as the Guaranteed Purchase Price is irrevocably paid in full.

ARTICLE 5
CLOSING CONDITIONS

Section 5.1 Conditions to Obligations of All Parties.

The obligation of each Party to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived by such Party:

(a) No temporary restraining Order, Law, preliminary or permanent injunction, cease and desist Order, or other Order issued by any Governmental Entity, shall be in effect prohibiting or preventing the transactions contemplated by this Agreement;

(b) The filings of Buyer and Sellers required pursuant to the HSR Act, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated; and

(c) The Bankruptcy Court shall have entered the Sale Order on the docket and the Sale Order shall have become a Final Order as of the Closing Date.

Section 5.2 Conditions to Obligation of Buyer.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived in writing by Buyer:

(a) The representations and warranties of Sellers contained in this Agreement shall be true, correct and complete in all material respects, both as of the date of this Agreement and as of the Closing (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true, correct and complete in all material respects as of such date), except where the failure of such representations and warranties to be true, correct, and complete would not have a Seller Material Adverse Effect;

(b) Sellers shall have performed or complied in all material respects with their material obligations and material covenants required by this Agreement to be performed or complied with by them at or prior to the Closing;

(c) Sellers shall have delivered to Buyer a certificate, dated as of the Closing Date, executed by a duly authorized officer of each Seller to the effect that the conditions set forth in Section 5.2(a), Section 5.2(b) and Section 5.2(d) have been satisfied (the "Sellers' Closing Certificate");

(d) Since the date hereof, there shall have been no Seller Material Adverse Effect (or any development that, insofar as reasonably can be foreseen, is reasonably likely to result in a Seller Material Adverse Effect);

(e) Subject to Section 4.2(e), the Assigned Contracts set forth on Section 1.2(a) of the Disclosure Schedule shall have been assumed and assigned to Buyer, and the consents set forth on Section 5.2(e) of the Disclosure Schedule shall have been obtained;

(f) the substantially simultaneous closing of the transactions contemplated by the Oral Care APA; and

(g) Sellers shall have made the deliveries to Buyer required under Section 1.5(a).

Section 5.3 Conditions to Obligation of Sellers.

The obligation of each Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing of each of the following conditions, any one or more of which (to the extent permitted by applicable Law) may be waived in writing by such Seller:

(a) the representations and warranties of Buyer contained in this Agreement shall be true, correct and complete in all material respects, both as of the date of this Agreement and as of the Closing (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true, correct and complete in all material respects as of such date);

(b) Buyer shall have performed or complied in all material respects with its material obligations and material covenants required by this Agreement to be performed or complied with by Buyer at (including payment of the Purchase Price) or prior to the Closing;

(c) Buyer shall have delivered to Sellers a certificate, dated as of the Closing Date, executed by Buyer to the effect that the conditions set forth in Section 5.3(a) and (b) have been satisfied (the "Buyer's Closing Certificate");

(d) Buyer shall have made the deliveries to Sellers and the Escrow Holder required under Section 1.5(b);

(e) Buyer and the TSA Counterparty shall have mutually agreed to enter into the Transition Services Agreement in accordance with the terms of this Agreement;

(f) the substantially simultaneous closing of the transactions contemplated by the Oral Care APA; and

(g) Buyer is ready, willing and able to pay any and all Cure Costs at the Closing.

ARTICLE 6
TERMINATION

Section 6.1 Termination of Agreement.

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing as provided below:

(a) Buyer and Sellers may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to Sellers at any time prior to the Closing if:

(i) Buyer is (A) not the Successful Bidder or the Next-Highest Bidder at the Auction in accordance with the Bidding Procedures; or (B) the Next-Highest Bidder at the Auction in accordance with the Bidding Procedures but the Sellers close on the sale of the Assets with a Successful Bidder that is not the Buyer;

(ii) if a Governmental Entity of competent jurisdiction shall have issued a final Order or taken any other nonappealable final action, in each case, having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated herein; provided that the right to terminate this Agreement under this Section 6.1(b)(ii) shall not be available to Buyer if the failure to consummate the Closing because of such action by a Governmental Entity is due to the failure of Buyer to have complied with its covenants under this Agreement; or

(iii) the Chapter 11 Case of any Seller or any of its affiliated debtors is converted to a case under chapter 7 or is dismissed.

(c) Buyer may terminate this Agreement (so long as Buyer is not then in material breach of any of its representations, warranties, material covenants or material agreements contained in this Agreement) by giving written notice to Sellers at any time prior to the Closing:

(i) in the event that any Seller has breached any material representation, material warranty, material covenant or material agreement contained in this Agreement, which breach would cause the failure of any condition set forth in Section 5.2 to be satisfied and Buyer shall have provided written notice of such breach to Sellers, and such breach, if

curable, has continued without cure for a period of twenty (20) days after receipt of such notice by Sellers;

(ii) if a Governmental Entity of competent jurisdiction shall have issued a final Order or taken any other nonappealable final action, in each case, having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated herein; provided that the right to terminate this Agreement under this Section 6.1(b)(ii) shall not be available to Sellers if the failure to consummate the Closing because of such action by a Governmental Entity is due to the failure of Sellers to have complied with its covenants under this Agreement;

(iii) if the Closing shall not have occurred on or before the Expiration Date, including by reason of the failure of any condition precedent set forth in Section 5.2 to have occurred (unless such failure shall be due to the failure of Buyer to perform or comply with any of the representations, warranties, material covenants, material agreements, or conditions of this Agreement to be performed or complied with by it prior to Closing);

(d) Sellers may terminate this Agreement (so long as Sellers are not then in material breach of any of their representations, warranties, material covenants or material agreements contained in this Agreement) by giving written notice to Buyer at any time prior to the Closing:

(i) in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement which breach would cause the failure of any condition set forth in Section 5.3 to be satisfied and Sellers shall have provided written notice of such breach to Buyer, and the breach, if curable, has continued without cure for a period of twenty (20) days after receipt of such notice by Buyer; or

(ii) if the Closing shall not have occurred on or before the Expiration Date, including by reason of the failure of any condition precedent set forth in Section 5.3 to have occurred (unless such failure shall be due to the failure of Sellers to perform or comply with any of the representations, warranties, material covenants, material agreements, or conditions of this Agreement to be performed or complied with by them prior to Closing).

Section 6.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 6.1, all rights and obligations of the Parties hereunder shall terminate without any Liability of any Party to the other Parties, except for the Liabilities of a Party then in material breach (in which case, any non-breaching Party shall retain all rights and remedies in equity or Law as a result of such breach); provided that, in connection with any termination of this Agreement, the aggregate Liability of Buyer shall not exceed the amount of the Buyer Deposit. Notwithstanding the foregoing, this Section 6.2, Section 4.9(b), Section 4.10, Section 6.3 and Article 7 shall survive any termination of this Agreement.

Section 6.3 Buyer Deposit. In the event of a termination of this Agreement pursuant to (a) Section 6.1(a), Section 6.1(b), or Section 6.1(c)(i) or (b) Section 6.1(c)(iii) or Section

6.1(d)(ii) (in each case, solely if the Closing did not occur on or before the Expiration Date for a reason other than Buyer's failure to meet any of the conditions set forth in Section 5.3), then Buyer shall be entitled to disbursement of the Buyer Deposit from the Escrow Account. In the event of a termination of this Agreement pursuant to Section 6.1(d)(i) and Section 6.1(d)(ii) (solely if the Closing did not occur on or before the Expiration Date as a result of Buyer's failure to meet any of the conditions set forth in Section 5.3), Sellers shall be entitled to disbursement of the Buyer Deposit from the Escrow Account. In the event that this Agreement is terminated, then Sellers and Buyer will deliver to the Escrow Holder, promptly following the effective date of any such termination, joint written instructions to pay Sellers or Buyer, as applicable, the Buyer Deposit from the Escrow Account, subject to the terms of the Depository Agreement.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Definitions.

(a) For purposes of this Agreement, the terms set forth below have the following meanings:

"2019 Bonus Program" means the 2019 annual bonus program of HRB and its Subsidiaries.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of Sellers, (b) all other accounts receivable, notes receivable, and other receivables of Sellers (whether current or non-current), (c) other amounts due to Sellers that Sellers have historically classified as accounts receivable in the consolidated balance sheet of Sellers, and (d) any security interest, claim, remedy or other right related to any of the foregoing, in each case, arising out of the operation of the Assets prior to the Closing.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Auction" means the auction sale of the Assets to be conducted by Sellers under the terms and conditions of the Bid Procedures Order.

"Bidding Procedures" means the procedures employed with respect to the proposed sale of the Assets and the assumption of the Assumed Liabilities as set forth in the Bid Procedures Order.

"Bid Procedures Order" means that certain Order (I) Approving Bidding Procedures in *Connection With the Sale of Substantially all of the Debtors' Assets; (II) Scheduling an Auction for and Hearing to Approve Sale of Substantially all of the Debtors' Assets; (III)* Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale; (IV) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (V) Approving Form and Manner of Notice Thereof; and (VI) Granting Related Relief, Docket. No. 173.

"Business" means the Sellers' hair and skin care business.

"Business Day" means any day of the year on which national banking institutions in the City of New York, NY are open to the public for conducting business and are not required or authorized to close.

"Business Intellectual Property" means the Licensed Intellectual Property, together with the Seller Owned Intellectual Property.

"Cash Purchase Price" means an amount equal to $500,000.00.

"Contracts" means any executory contracts, agreements or other arrangements, whether written or unwritten, other than leases, entered into by a Seller or any Subsidiary of a Seller or by which a Seller or any Subsidiary of a Seller is bound, in each case, only to the extent such contracts or agreements are related to the Business.

"Cure Costs" means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to section 365(b)(1) of the Bankruptcy Code to effectuate, pursuant to the Bankruptcy Code, the assumption by the applicable Seller and assignment to Buyer of the Assigned Contracts and Assigned Leases, as determined by the Bankruptcy Court or as agreed to by the applicable Seller and the non-Seller counterparty to the applicable Assigned Contract and Assigned Lease, in each case as set forth in the Sale Order.

"Depository Agreement" means that certain Depository Agreement dated as of February 18, 2020 by and between HRB and JPMorgan Chase Bank, N.A. as depository agent.

"Disclosure Schedule" means the disclosure schedule dated the date hereof regarding this Agreement that has been provided by Sellers to Buyer, as updated or supplemented in accordance with the terms of Section 1.2.

"Employee Plan" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA, and any bonus, incentive compensation, deferred compensation, pension, stock ownership, 401(k), stock option, phantom stock, equity, premium conversion, medical, hospitalization, vision, dental, health, life, disability, employment, severance, vacation, death benefit or other employee benefit plan, program, policy, agreement, contract or arrangement, whether or not subject to ERISA, (i) which Sellers or entity that, together with the Sellers or any of its Subsidiaries, would be treated as a "single employer" under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA sponsor, maintain or contribute to for the benefit of the current or former employees, directors, managers, officers, consultants, contingent workers, leased employees or independent contractors (or their dependents, spouses or beneficiaries) of Sellers or their Subsidiaries, (ii) in which the Business Employees otherwise participate or are eligible to receive payments or benefits, or (iii) with respect to which Buyer or any of its Affiliates could reasonably be expected to have any Liability following the Closing.

"Employees" means all employees of any Seller or any Affiliate thereof as of the applicable time period.

"Environmental Claim" means any Legal Proceeding, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings,

investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Substances; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Laws" means all applicable Laws and other legal requirements relating to the protection of the environment or natural resources.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permits" means all licenses, permits, approvals, consents, certificates, registrations and other authorizations issued pursuant to Environmental Laws in respect of the Business.

"Expiration Date" means March 24, 2020.

"Final Order" means the Sale Order to the extent that: (i) the Sale Order has not been reversed, modified or amended, and is not stayed; and (ii) the time to appeal from or to seek review or rehearing or petition for certiorari with respect to such Sale Order has expired; provided, however, that the mere possibility that a motion under Rule 60(a) of the Federal Rules of Civil Procedure or Rule 8002(d)(1)(B) of the Federal Rules of Bankruptcy Procedure, or any analogous rule, may be filed relating to such order or judgment shall not cause such order not to be a "Final Order."

"Funding Date" means the date that occurs 90 calendar days from the Closing Date, or such other date as may be mutually agreed to by the Parties.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Guaranteed Purchase Price" means an amount equal to $7,500,000, which amount shall be guaranteed by Hilco.

"Guaranty" means that certain Guaranty Agreement, dated as of the Closing Date, by and between Sellers and Hilco, pursuant to which Hilco guarantees the payment to Sellers of the Guaranteed Purchase Price.

"Hazardous Substances" means any "pollutant", "contaminant", "solid waste", "hazardous waste", "hazardous material" or "hazardous substance" defined or characterized under any Environmental Laws.

"Hilco" means Hilco, Inc.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Improvements" means the buildings, fixtures, lighting, electrical, mechanical, plumbing and heating, ventilation and air conditioning systems and improvements (including the USTS) located on or attached to the real property leased by Sellers, that are owned by any Seller and that upon installation or expiration of the relevant Assigned Lease do not become the property of the landlord thereunder, if any.

"Inbound License" means any and all Contracts for Licensed Intellectual Property.

"Insurance Proceeds" means any proceeds paid out by any type of insurance policy as a result of a claim.

"Intellectual Property" means all intellectual property and industrial property rights of any kind or nature, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) patents, and all registrations and applications therefor (including provisional applications, divisionals, continuations, continuations-in-part, substitutions, re-examinations, renewals, reissues and extensions thereof and thereto), and other patent rights and any other Governmental Entity-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models), and industrial design rights; (b) trademarks, service marks, trade names, logos, trade dress, product configurations, designs, tag lines, slogans and other indicia of source, sponsorship, association, or origin, and all registrations and applications therefor and the goodwill associated with the use of and symbolized by any of the foregoing; (c) copyrights, works of authorship, author performer, moral and neighboring rights, together with all translations, adaptations, derivations and combinations thereof, advertising copy and other marketing materials, drawings, graphics, documentation, databases, and recordings, and all registrations and applications therefor; (d) trade secrets, know-how, materials, processes and methods of manufacture, formulae, product road maps, specifications, bills of materials, quality control and quality assurance standards and specifications, databases and data collections, drawings, designs, discoveries, business, marketing, and technical information, ideas, inventions, invention disclosure statements, research and development, customer and supplier lists, pricing and cost information, source code, and other confidential and proprietary information and all rights therein and intangible assets comprising any of the foregoing (all of the foregoing in subsection (d) collectively, "Trade Secrets"); (e) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (f) software and firmware, including data files, source code, object code, application programming interfaces, user interfaces, architecture, files, records, schematics, computerized databases, assemblers, applets, compilers, compiled code, binaries, design tools, development tools, software implementations of algorithms, models and methodologies, operating systems, and related specifications and documentation (all of the foregoing in subsection (f) collectively, "Software"); (g) other intellectual property and related proprietary rights, interests and protections, including the rights of privacy and publicity; and (h) all rights to any Legal Proceeding of any nature related to any and all of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

"Intellectual Property Agreements" means the Inbound Licenses, Outbound Licenses, together with any other Contract relating to the ownership or use of Business Intellectual Property.

"Inventory" means all inventory (including raw materials, supplies, component parts, products in-process, finished products and packaging materials) owned by any of Sellers, whether in transit to or from such Seller and whether in such Seller's warehouses, distribution facilities, held by any third parties, or otherwise, including finished goods purchased in the Ordinary Course of Business of Sellers, in each case, held for use and resale in the Business.

"Knowledge of Sellers" or words of similar effect, regardless of case, means the actual knowledge of Patricia Lopez, Amanda Allen, Mark Walsh, Robert Jelinek, Benjamin Jones and Diane Preston.

"Law" means (i) any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation or other requirement or rule of law of any Governmental Entity and (ii) the rules, regulations, guidelines, requirements and contractual obligations set, imposed or observed by any international, multinational, federal, state, provincial, local, municipal, foreign or other Governmental Entity.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private), claims, hearings, investigations, charges, complaints, demands or governmental proceedings.

"Liability" means any liability, obligation or commitment of any nature whatsoever (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, or otherwise), including any liability for Taxes and any accounts payable.

"Licensed Intellectual Property" means any and all Intellectual Property licensed by one or more of the Sellers from any other Person and used primarily in, held for use primarily in, or otherwise related primarily to the Business (it being understood that any Intellectual Property licensed by one or more of the Sellers sold pursuant to the Oral Care APA shall be excluded).

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, claim, security interest, community or other marital property interest, equitable interest, license, option, right of way, easement, encroachment, servitude, right of first offer or first refusal, buy/sell agreement or other encumbrance with respect to the use, construction, voting, transfer, receipt of income or exercise of any other attribute of ownership in respect of such property or asset.

"Losses" means all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including reasonable attorneys' fees and expenses, but excluding all lost profits, diminution in value, consequential damages, incidental damages and punitive damages).

"Net Working Capital" means, with respect to the Business as of Closing, (a) the sum of (i) each of those current assets of the Sellers set forth as line items 2, 3, 5, 6, 8 and 10 on the "Summary" page of the sample working capital calculation attached hereto as Exhibit G (the "Sample Calculation", which Sample Calculation is in conformity with the calculations prepared on behalf of the Sellers by Ankura Consulting Group, LLC), multiplied by (ii) the allocation

percentage for each such current asset attributable to the Business as set forth in the "Allocation Percentage – Hair/Skin" column on the Sample Calculation, minus (b) the sum of (i) each of those current liabilities of the Sellers set forth as line items 13, 14, 16, and 21 – 24 on the "Summary" page of the Sample Calculation (provided that line items 2 – 9 on the "Accruals Detail" page of the Sample Calculation (comprising accounts 23010 through 23060) shall be excluded for purposes of calculating Net Working Capital), multiplied by (ii) the allocation percentage for each such current liability attributable to the Business as set forth in the "Allocation Percentage – Hair/Skin" column on the Sample Calculation. Except as otherwise set forth in this Agreement, Net Working Capital shall be calculated in accordance with the Sample Calculation applied (except as otherwise set forth in this Agreement or the Sample Calculation) on a consistent basis in accordance with past practices. In addition, for the avoidance of doubt, the allocation percentages set forth in the Sample Calculation will be refreshed from those appearing in the Sample Calculation to represent the actual allocation percentages as applicable as of the Closing Date.

"Net Working Capital Target" means $24,100,000.00.

"Next-Highest Bidder" means the bidder with the next-highest or otherwise second-best bid for assets that include all or any portion of the Assets as defined in and determined in accordance with the Bidding Procedures.

"Oral Care APA" shall mean that certain Asset Purchase Agreement, by and between HRB and its Subsidiaries, as sellers and Ranir, LLC, as buyer.

"Oral Care Business" shall mean the business of the Sellers related to the distribution of oral care health products.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award.

"Ordinary Course of Business" means the operation and conduct of the Business in the ordinary course, consistent with past practice, except as such practice is restricted, modified, affected or altered by the filing of the Chapter 11 Case.

"Outbound License Agreement" means any and all Contracts to which any of the Sellers has granted any other Person the right, license, or other permission or consent with respect to any Business Intellectual Property.

"Permits" means all filings, notices, franchises, grants, authorizations, licenses, permits, registrations, qualifications, easements, variances, exceptions, consents, certificates, approvals, clearances and Orders of any Governmental Entity.

"Permitted Liens" means (i) statutory liens for property Taxes that are not yet due and payable, (ii) statutory liens of landlords, liens of carriers, warehousemen, mechanics and materialmen incurred in the Ordinary Course of Business for sums not yet due,), (iii) liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance and other types of social security with respect to Transferred Employees, (iv) liens to secure obligations to landlords, lessors or renters under leases or rental agreements or

underlying leased property, and (v) minor irregularities of title which do not materially detract from the value or use of such property.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other organization, whether or not a legal entity, or a Governmental Entity.

"Personal Data" means any information relating to an identified or identifiable natural person including (i) a natural person's name, street address, telephone number, email address, photograph, passport number, credit card number, bank information, or account number, and (ii) any other piece of non-publicly available information that allows the identification of such natural person or is otherwise considered personally identifiable information or personal information under Law.

"Petition Date" means the date on which the Petition was filed with the United States Bankruptcy Court for the District of Delaware.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Sale Order" means an Order of the Bankruptcy Court, in substantially the form that is reasonably satisfactory to the Sellers and Buyer as set forth in Exhibit C: (a) approving (i) this Agreement, the other Transaction Documents and the execution, delivery, and performance by Sellers of this Agreement, the other Transaction Documents and the other instruments and agreements contemplated hereby and thereby; (ii) the sale of the Assets to Buyer free and clear of all Liens, other than any Permitted Liens or any Assumed Liabilities; (iii) the assumption of the Assumed Liabilities by Buyer on the terms set forth herein and in the other Transaction Documents; and (iv) the assumption and assignment to Buyer of the Assigned Contracts and Assigned Leases on the terms set forth herein and in the other Transaction Documents; (b) determining that Buyer is a good faith purchaser; and (c) providing that the Closing will occur in accordance with the terms and conditions hereof.

"Seller Indemnified Parties" means Sellers and their Affiliates and their respective officers, directors, shareholders, trustees, members, partners, managers, limited partners, agents, advisors and employees.

"Seller Material Adverse Effect" means any effect, event, occurrence, development or change that, individually or in the aggregate, has had, or could reasonably be expected to have, a material adverse effect on the assets, properties, results of operations or conditions (financial or otherwise) of the Business or on the ability of any Seller to consummate the transactions contemplated by this Agreement excluding any effect, event, occurrence, development or

change resulting from or related to (i) the filing or prosecution of the Chapter 11 Case, (ii) compliance by any Seller with the terms of this Agreement, the Sale Order or the Bid Procedures Order, (iii) general economic conditions or relating to those industries specific to the Business, (iv) national or international political, economic or social conditions, including the engagement by the United States in hostilities, (v) changes in financial, banking or securities markets, (vi) changes in GAAP following the date hereto, or (vii) changes to any Law or Order following the date hereof; provided that, the effects of any change described in clause (iii) and clauses (iv) through (vii) do not disproportionately affect the Business in any material respect relative to other businesses in the industry in which the Business operates.

"Seller Owned Intellectual Property" means any and all Intellectual Property owned or purported to be owned by one or more of the Sellers and is used primarily in, held for use primarily in, or otherwise related primarily to the Business (it being understood that any Intellectual Property owned or purported to be owned by one or more of the Sellers sold pursuant to the Oral Care APA shall be excluded).

"Subsidiary" means a corporation or other entity of which more than 50% of the voting power or value of the equity securities or equity interests is owned, directly or indirectly, by Sellers.

"Subsidiary Equity Interests" means the equity interests of Better Alliance Limited, an Anguilla limited company, and Dean Spirit Limited, a British Virgin Islands limited company.

"Successful Bidder" means the bidder with the highest or otherwise best bid for assets that include all or any portion of the Assets as determined in accordance with the Bidding Procedures.

"Tax" or "Taxes" means all United States federal, state, local and foreign taxes including: (i) taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, profits, sales, use, excise, withholding, ad valorem, stamp, transfer, value added, registration, documentary, stamp, gains, escheat, unclaimed property, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, net worth, license, severance, occupation, premium, environmental, customs duties, disability, real property, personal property, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, whether disputed or not; and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another person's taxes as a transferee or successor, by contract or otherwise.

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

"Transaction Document" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment agreements, the Guaranty, the

Transition Services Agreement and the other agreements, instruments and documents required to be delivered hereunder on the date hereof or in connection with the Closing.

"TSA Counterparty" means the recipient of the services contained in the Transition Services Agreement.

"USTS" means underground storage tanks and related equipment, including piping and dispensing equipment.

"WARN Act Laws" means Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state, local or foreign plant closing Law.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Assets	Section 1.1(a)
Assigned Contract	Section 1.1(a)(iv)
Assigned Lease	Section 1.1(a)(iii)
Assignment and Assumption Agreement	Section 1.5(a)(ii)
Assumed Liabilities	Section 1.1(c)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Better Alliance	Preamble
Bill of Sale	Section 1.5(a)(i)
Books and Records	Section 1.1(a)(vii)
Business Employees	Section 2.8(b)
Buyer	Preamble
Buyer Deposit	Section 1.3(b)
Buyer's Closing Certificate	Section 5.3(c)
Chapter 11 Case	Recitals
Closing	Section 1.4
Closing Date	Section 1.4
Confidentiality Agreement	Section 4.3(b)
Contract Assessment Period	Section 1.2(b)
Dean Spirit	Preamble
Delayed Transfer Employee	Section 4.11(b)
Discovered Contract	Section 1.1(b)(i)
ERISA	Section 2.8(b)
Escrow Holder	Section 1.3(b)
Excluded Assets	Section 1.1(b)

Term	Section
Excluded Liabilities	Section 1.1(d)
Governmental Entity	Section 2.3(a)
Guaranteed Purchase Price	Section 4.15
HRB	Preamble
Independent Accounting Firm	Section 1.6
Intellectual Property Assignment	Section 1.5(a)(iii)
Non-Party Affiliates	Section 7.13
Party	Preamble
Petition	Recitals
Prepaid Expenses	Section 1.1(a)(ix)
Previously Omitted Contract	Section 1.1(b)(i)
Previously Omitted Contract Notice	Section 1.2(b)(ii)
Purchase Price	Section 1.3(a)
Rejected Contracts	Section 1.2(a)(i)
Registered IP	Section 2.9(a)
Sellers	Preamble
Sellers' Closing Certificate	Section 5.2(c)
Transfer Date	Section 4.11(b)
Transition Services Agreement	Section 4.17

Section 7.2 Expenses. Except as expressly set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; provided that Buyer shall be responsible for all filing and other similar fees payable in connection with any filings or submissions under the HSR Act.

Section 7.3 Entire Agreement; Amendment; Waiver; Assignment. This Agreement (a) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, (b) can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by Buyer, in the case of an amendment, supplement, modification or waiver sought to be enforced against Buyer, or the applicable Seller, in the case of an amendment, supplement, modification or waiver sought to be enforced against such Seller, and (c) shall not be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the other Parties; provided that, prior to the Closing, Buyer shall have the right to do one or more of the following: (i) assign any of the Assets or Assumed Liabilities to one or more Persons; (ii) have such Persons assume such Assets or Assumed Liabilities directly from the applicable Sellers; and/or (iii) have such Persons included in the Sale Order as a "buyer" solely with respect to such assigned Assets or Assumed Liabilities. For the avoidance of doubt, Buyer's right to assign

certain Assets or Assumed Liabilities in accordance with the preceding sentence shall in no way modify any of Buyer's rights or obligations hereunder.

Section 7.4 **No Successor Liability**. Except where expressly prohibited under Law or otherwise expressly ordered by the Bankruptcy Court, upon the Closing, to the fullest extent permitted by Law, Buyer shall not be deemed to (a) be the successor of a Seller, (b) have, de facto or otherwise, merged with or into a Seller, (c) be a mere continuation or substantial continuation of a Seller or the enterprise(s) of a Seller, or (d) be liable for any acts or omissions of a Seller in the conduct of the Business or arising under or related to the Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, Buyer shall not be liable for any claims against a Seller or any of their predecessors or Affiliates, and except as provided in the Agreement, Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business or any obligations of a Seller arising on or prior to the Closing Date, including Liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with or in any way relating to the operation of the Business on or prior to the Closing Date. Buyer acknowledges and agrees that this Section 7.4 shall not in any way be deemed to expand or modify a Seller's indemnification obligations under this Agreement or any ancillary agreement thereto.

Section 7.5 **Notices**. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by personal delivery, nationally recognized overnight courier, certified mail or facsimile at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

To Buyer:

TCP HRB Acquisition, LLC
c/o Tengram Capital Partners, L.P.
600 Fifth Avenue
27th Floor
New York, NY 10020
Attention: William Sweedler
E-mail: bsweedler@tengramcapital.com

with a copy (which shall not constitute notice to Buyer) to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Nazim Zilkha

Email: naz.zilkha@decert.com

To Sellers:

High Ridge Brands Co.
333 Ludlow St.
South Tower, 2nd Floor
Stamford, CT 06902
Facsimile: 212-818-1551
Attention: M. Benjamin Jones

with a copy (which shall not constitute notice to Sellers) to:

Young Conaway Stargatt & Taylor, LLC
1000 North King Street
Wilmington, DE 19801
Attention: Edmon L. Morton, Esquire
Vincent C. Thomas, Esquire

Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) on the next Business Day after dispatch, if sent postage pre-paid by nationally recognized, overnight courier guaranteeing next Business Day delivery, (iii) on the 5th Business Day following the date on which the piece of mail containing such communication is posted, if sent by certified mail, postage prepaid, return receipt requested, and (iv) on confirmation of receipt when transmitted via facsimile; provided that if confirmation of receipt is not received on a Business Day or is received after 5:00 p.m. New York, NY time on a Business Day, such notice or communication shall be deemed to have been received the following Business Day.

Section 7.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code. Without limiting any Party's right to appeal any order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this Agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all disputes relating to the transactions contemplated hereby and any of the documents executed hereunder or in connection herewith. Such court shall have sole jurisdiction over such matters and the Parties affected thereby and Buyer and each Seller each hereby consent and submit to such jurisdiction; provided that if (i) the Chapter 11 Case shall have closed and cannot be reopened or (ii) the dispute in question is not subject to the Chapter 11 Case the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the State of Delaware and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 7.5, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 7.5.

Section 7.7 Exhibits and Schedules; Construction; Interpretation. If and to the extent any information required to be furnished in any Section of the Disclosure Schedule is contained in this Agreement or in any other Section of the Disclosure Schedule, such information shall be deemed to be included in all Sections of the Disclosure Schedule in which the information would otherwise be required to be included to the extent that the disclosure is reasonably apparent from its face to be applicable to such other Sections of the Disclosure Schedule. Disclosure of any fact or item in any Section of the Disclosure Schedule shall not be considered an admission by any Seller that such item or fact (or any non-disclosed item or information of comparable or greater significance) represents a material exception or fact, event or circumstance or that such item has had or would reasonably be expected to have a Seller Material Adverse Effect, that such item or fact will in fact exceed any applicable threshold limitation set forth in the Agreement and shall not be construed as an admission by any Seller of any non-compliance with, or violation of, any third party rights or any applicable Law of any Governmental Entity, such disclosures having been made solely for the purposes of creating exceptions to the representations made herein or of disclosing any information required to be disclosed under the Agreement. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The text of all schedules is incorporated herein by reference. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. As used in this Agreement: (a) the terms "hereof," "herein," and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (b) the word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if", (c) any reference herein to "Dollars" or "$" shall mean United States dollars, (d) the use of "or" herein is not intended to be exclusive (i.e., "or" shall mean and/or unless the context otherwise requires), (e) references herein to a Person are also to its successors and permitted assigns, and (f) any reference herein to a Governmental Entity shall be deemed to include reference to any successor thereto.

Section 7.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and, except as expressly set forth in Section 4.11(c), nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 7.9 Severability. If any term or other provision of this Agreement shall be held by any Governmental Entity to be invalid, illegal or unenforceable, all other provisions of this

Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party.

Section 7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 7.11 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY OF THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 7.12 Survival. The representations and warranties of each Seller and of Buyer contained in this Agreement or in any certificate delivered pursuant hereto (whether or not contained in Article 2 or Article 3) shall not survive, and shall terminate at, the Closing, and none of Sellers nor Buyer shall have liability after the Closing for any breach of any of its representations or warranties contained in this Agreement or in any certificate delivered pursuant hereto. The covenants or other agreements of each Seller and of Buyer contained in this Agreement or in any certificate delivered pursuant hereto which are to be performed prior to Closing shall not survive, and shall terminate at, the Closing, and none of Sellers nor Buyer shall have liability after the Closing for any breach of any such covenant or other agreement contained in this Agreement or in any certificate delivered pursuant hereto. The covenants and other agreements of each Seller and of Buyer contained in this Agreement or in any certificate delivered pursuant hereto which are to be performed after the Closing shall survive the Closing for the period contemplated by their terms (or if no such survival period is contemplated, then indefinitely).

Section 7.13 Time of Essence.

With regard to all date and time periods set forth or referred to in this Agreement, time is of the essence.

Section 7.14 Non-Recourse.

All claims or causes of action (whether in contract or in tort, in law or in equity, by statute or otherwise) that may be based upon, arise out of or relate to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or the

other Transaction Documents (including any representation or warranty made in or in connection with this Agreement or the other Transaction Documents or as an inducement to enter into this Agreement or the other Transaction Documents), may be made only against the Persons that are expressly identified as parties hereto and thereto. No Person who is not a named party to this Agreement or the other Transaction Documents, including any past, present or future director, officer, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney or representative of any named party to this Agreement or the other Transaction Documents (the "Non-Party Affiliates") shall have any liability (whether in contract or in tort, in law or in equity, by statute or otherwise, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates, including by or through theories of equity, agency, control, instrumentality, single business enterprise, piercing the veil or undercapitalization) for any obligations or liabilities arising under, in connection with or related to this Agreement or the other Transaction Documents (as the case may be) or for any claim based on, in respect of, or by reason of this Agreement or the other Transaction Documents (as the case may be) or the negotiation or execution hereof or thereof; and each Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates.

Section 7.15 Bankruptcy Court Approval.

The Parties acknowledge that this Agreement shall not become effective until it has been approved by the Bankruptcy Court pursuant to the Sale Order.

* * * * *

HIGH RIDGE BRANDS CO.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GOLDEN SUN, INC.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

CONTINENTAL FRAGRANCE, LTD.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

TCP HRB ACQUISITION, LLC

By: _____

Name: William Sweedler

Title: President and CEO

[*Signature Page to Asset Purchase Agreement*]

Exhibit A
Form of Bill of Sale

See Attached.

BILL OF SALE

This BILL OF SALE is dated as of [●], 2020 (this "Bill of Sale"), by and between TCP HRB Acquisition, LLC, a Delaware limited liability company (the "Buyer"), High Ridge Brands, Co., a Delaware corporation ("HRB"), Golden Sun, Inc., a California corporation ("Golden Sun"), and Continental Fragrances, Ltd., a Michigan corporation ("Continental Fragrances," and together with HRB and Golden Sun, each, a "Seller", and together, "Sellers"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, each Seller is a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on December 18, 2019 in the United States Bankruptcy Court for the District of Delaware, Case No. 19-12689 (as jointly administered with the chapter 11 cases of certain non-Seller affiliates of Seller, collectively, the "Chapter 11 Case");

WHEREAS, in connection with the Chapter 11 Case and following the entry of the Sale Order determining the Buyer to be the highest or otherwise best bidder with respect to the Assets, Sellers and the Buyer entered into that certain Asset Purchase Agreement dated as of February [●], 2020 (the "Purchase Agreement"), pursuant to which the Buyer will purchase, acquire and accept from each Seller, and each Seller will sell, assign, transfer, convey, and deliver to the Buyer, free and clear of any Liens other than Permitted Liens, all of such Seller's right, title and interest in, to and under the Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Sellers and the Buyer have agreed to enter into this Bill of Sale pursuant to which the Assets will be conveyed to the Buyer.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Sale by the Sellers. Subject to the terms and conditions of this Bill of Sale and the Purchase Agreement, effective as of 12:01 a.m., New York, NY time, on the Closing Date, the Sellers hereby sell, assign, transfer, convey, and deliver to the Buyer, its successors and assigns, and the Buyer hereby purchases from the Sellers, free and clear of any Liens other than Permitted Liens, all of the Sellers' right, title and interest in and to all of the Assets.

2. Excluded Assets Not Assigned. Notwithstanding any other provision of this Bill of Sale or the Purchase Agreement to the contrary, the Sellers shall retain all of their existing right, title and interest in and to, and there shall be excluded from the sale, transfer or assignment to the Buyer hereunder, and the Assets shall not include, the Excluded Assets.

3. No Conflict, Inconsistency or Merger. Each of the Sellers and the Buyer, by its execution and acceptance of this Bill of Sale, hereby acknowledges and agrees that the representations, warranties and covenants under the Purchase Agreement shall not be deemed to

be merged, enlarged, diminished, modified or altered in any way by this Bill of Sale, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.

4. No Assumption of Liabilities. Except as otherwise set forth in the Purchase Agreement, nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by the Buyer of any Liabilities of the Sellers.

5. Successors and Assigns. This Bill of Sale shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

7. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Bill of Sale.

8. Amendments. This Bill of Sale can be amended, supplemented or changed only by a writing signed by all parties to this Bill of Sale.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed and delivered as of the date first written above.

TCP HRB ACQUISITION, LLC

By:_____
Name:
Title:

HIGH RIDGE BRANDS CO.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GOLDEN SUN, INC.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

CONTINENTAL FRAGRANCE, LTD.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

Exhibit B
Form of Assignment and Assumption Agreement

See Attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of [●] (this "Agreement"), by and between TCP HRB Acquisition, LLC, a Delaware limited liability company (the "Assignee"), High Ridge Brands, Co., a Delaware corporation ("HRB"), Golden Sun, Inc., a California corporation ("Golden Sun"), and Continental Fragrances, Ltd., a Michigan corporation ("Continental Fragrances," and together with HRB and Golden Sun, each, an "Assignor," and together, "Assignors"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, each Assignor is a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on December 18, 2019 in the United States Bankruptcy Court for the District of Delaware, Case No. 19-12689 (as jointly administered with the chapter 11 cases of certain non-Assignor affiliates of the Assignors, collectively, the "Chapter 11 Case");

WHEREAS, in connection with the Chapter 11 Case and following the entry of the Sale Order determining Buyer to be the highest or otherwise best bidder with respect to the Assets, the Assignors and the Assignee entered into that certain Asset Purchase Agreement dated as of February [●], 2020 (the "Purchase Agreement"), by and among the Assignee, the Assignors and the other parties thereto, pursuant to which (i) the Assignors agreed to sell, transfer and assign to the Assignee, and the Assignee agreed to purchase, acquire and accept from the Assignors, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Assets as described in Section 1.1(a) of the Purchase Agreement, (ii) the Assignee agreed to assume from the Assignors certain Liabilities of the Assignors as are described as Assumed Liabilities in Section 1.1(c) of the Purchase Agreement, and (iii) the Assignors agreed to retain certain Liabilities as are described as Excluded Liabilities in Section 1.1(d) of the Purchase Agreement; and

WHEREAS, it is the intention of the Assignors and the Assignee to reflect the assignment and assumption of the Assets contemplated by Section 1.1(a) of the Purchase Agreement by the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignors and the Assignee hereby agree as follows:

1. Assignment. Effective as of 12:01 a.m., New York, NY time, on the Closing Date, the Assignors hereby sell, assign, transfer, convey and deliver (collectively, the "Assignment") to the Assignee, its successors and assigns, free and clear of all Liens, their right, title and interest in and to all of the Assets.

2. Assumption. The Assignee hereby accepts the Assignment and, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and this Agreement, hereby assumes, and agrees to pay, perform and discharge when due the Assumed Liabilities.

3. Excluded Liabilities Not Assumed. Notwithstanding any other provision of this Agreement or the Purchase Agreement, the Assignee shall not assume, succeed to, be liable for,

be subject to or be obligated for, nor shall the Assets be subject to, the Excluded Liabilities, all of which the Assignors hereby agree to retain, remain solely liable for and to pay and satisfy when due.

4. No Conflict, Inconsistency or Merger. Each of the Assignors and the Assignee, by its execution and acceptance of this Agreement, hereby acknowledges and agrees that the representations, warranties and covenants under the Purchase Agreement shall not be deemed to be merged, enlarged, diminished, modified or altered in any way by this Agreement, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.

5. Third Party Consents. Certain of the Contracts that constitute Assets pursuant to Section 1.1(a)(iv) of the Purchase Agreement (the "Assigned Contracts") may require the consent of third parties to any assignment. The execution of this Agreement shall not be interpreted, and is not intended to be interpreted, as any action taken by the Assignors or the Assignee that would be contrary to the terms and conditions of any Assigned Contract requiring consent of any third party to such assignment. If, after the date hereof, any such required consent is obtained, the Assigned Contract to which such consent relates shall, without any further action of either the Assignors or the Assignee, be automatically deemed to have been assigned and assumed effective as of the date set forth in such consent, but otherwise in accordance with the terms of this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

9. Amendments. This Agreement can be amended, supplemented or changed only by a writing signed by the parties to this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

TCP HRB ACQUISITION, LLC

By:_____
Name:
Title:

HIGH RIDGE BRANDS CO.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GOLDEN SUN, INC.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

CONTINENTAL FRAGRANCE, LTD.

By:_____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

Exhibit C
Form of Sale Order

See Attached.

Exhibit D
Form of Intellectual Property Assignment

See Attached.

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (together with the schedule(s) attached hereto, this "IP Assignment") is dated as of [●], 2020 (the "Effective Date") by and between TCP HRB Acquisition, LLC, a Delaware limited liability company (the "Assignee"), High Ridge Brands, Co., a Delaware corporation ("HRB"), Golden Sun, Inc., a California corporation ("Golden Sun"), and Continental Fragrances, Ltd., a Michigan corporation ("Continental Fragrances," and together with HRB and Golden Sun, each, an "Assignor," and together, "Assignors"). All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, each Assignor is a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on December 18, 2019 in the United States Bankruptcy Court for the District of Delaware, Case No. 19-12689 (as jointly administered with the chapter 11 cases of certain non-Seller affiliates of Seller, collectively, the "Chapter 11 Case");

WHEREAS, in connection with the Chapter 11 Case and following the entry of the Sale Order determining Assignee to be the highest or otherwise best bidder with respect to the Assets, Assignors and Assignee entered into that certain Asset Purchase Agreement dated as of February [●], 2020 (the "Purchase Agreement"), pursuant to which, among other things, Assignors agreed to assign, transfer, convey, and deliver to Assignee, all of Assignors' right, title, and interest in, to and under all of the Intellectual Property owned or purported to be owned by one or more of the Assignors that is used primarily in, held for use primarily in, or otherwise related primarily to the Business, including without limitation those items of Intellectual Property set forth on Schedule A to this IP Assignment (collectively, "Assigned IP").

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee agree as follows:

1. Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee and its successors and assigns, and Assignee hereby acquires, assumes and accepts from Assignors, all of Assignors' worldwide right, title and interest in, to and under the Assigned IP, including without limitation:

(a) the patents and patent applications set forth on Schedule A hereto, including (i) provisional applications, divisionals, continuations, continuations-in-part, substitutions, re-examinations, renewals, reissues and extensions thereof and thereto, and other patent rights and any other Governmental Entity-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models), and industrial design rights; (ii) all rights to request, apply for, file and register the foregoing; (iii) all inventions claimed by any of the foregoing; (iv) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (v) all patents issuing from any of the foregoing; and (vi) all defenses relating to or arising from any of the foregoing; in each case of (i) – (vi), to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and

assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made (collectively, the "Assigned Patents");

(b) the trademark registrations and trademark applications set forth on Schedule A hereto, together with (i) service marks, trade names, logos, trade dress, product configurations, designs, tag lines, slogans and other indicia of source, sponsorship, association, or origin, and all registrations and applications therefor and the goodwill associated with the use of and symbolized by any of the foregoing; (ii) all rights to request, apply for, file and register the foregoing; (iii) all the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all extensions and renewals of the foregoing; and (v) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing; in each case of (i) – (v), to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made (collectively, the "Assigned Trademarks");

(c) the copyright registrations and applications for copyright registrations set forth on Schedule A hereto, together with (i) works of authorship, author performer, moral and neighboring rights, together with all translations, adaptations, derivations and combinations thereof, advertising copy and other marketing materials, drawings, graphics, documentation, databases, and recordings; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to request, apply for, file and register the foregoing; and (iv) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, in each case of (i) – (iv), to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made (collectively, the "Assigned Copyrights");

(d) the domain names set forth in Schedule A hereto (the "Assigned Domain Names"), including any user names, passwords, authorization codes necessary or other information necessary to transfer the Assigned Domain Names to Assignee;

(e) all rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, dilution, violation, misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing;

(f) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware and (ii) files related to the prosecution or enforcement of any of the foregoing, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignors' outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities; and

(g) all other intellectual property and related proprietary rights, interests and protections set forth in the Purchase Agreement.

2. Counterparts. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this IP Assignment.

3. Further Assurances. Assignors shall promptly execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee, its legal representatives, its successors and/or assigns to document, perfect, or enforce this assignment herein recited.

4. No Conflict, Inconsistency or Merger. Each of the Assignors and the Assignee, by its execution and acceptance of this Agreement, hereby acknowledges and agrees that the representations, warranties and covenants under the Purchase Agreement shall not be deemed to be merged, enlarged, diminished, modified or altered in any way by this Agreement, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

6. Amendments. This Agreement can be amended, supplemented or changed only by a writing signed by the parties to this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNORS:

HIGH RIDGE BRANDS CO.

By: _____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GOLDEN SUN, INC.

By: _____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

CONTINENTAL FRAGRANCES, LTD.

By: _____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

ASSIGNEE:

TCP HRB ACQUISITION, LLC

By: _____
Name:
Title:

SCHEDULE A

Assigned IP

See Attached.

Exhibit E
Form of Lease Assignment Agreement

See Attached.

LEASE ASSIGNMENT AGREEMENT

This LEASE ASSIGNMENT AGREEMENT ("Agreement") is dated as of [●] (the "Effective Date"), by and between [●] ("Assignor") and TCP HRB Acquisition, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor is a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on December 18, 2019 in the United States Bankruptcy Court for the District of Delaware, Case No. 19-12689 (as jointly administered with the chapter 11 cases of certain non-Assignor affiliates of Assignor, collectively, the "Chapter 11 Case");

WHEREAS, in connection with the Chapter 11 Case and following the entry of the Sale Order determining Assignee to be the highest or otherwise best bidder with respect to the Assets, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of February [●], 2020 (the "Purchase Agreement"), by and among the Assignor, Assignee and the other parties thereto, pursuant to which Assignor and the other Sellers agreed to sell, transfer and assign to Assignee, and Assignee agreed to purchase, acquire and accept from Sellers, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Assets, and Assignee agreed to assume from Sellers the Assumed Liabilities;

WHEREAS, [●] ("Lessor"), leased to Assignor [●] (the "Premises"), pursuant to that certain [●] Agreement (dated as of [●]) (the "Lease"), as set forth on Exhibit A;

WHEREAS, the Lease is an Asset; and

WHEREAS, Assignor desires to assign the Lease to Assignee pursuant to the terms of this Agreement, the Purchase Agreement and the Sale Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises demised thereunder as of the Effective Date. Assignee hereby assumes and shall discharge all obligations of Assignor that may accrue under the Lease on and after the Effective Date.

2. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

(b) No Conflict, Inconsistency or Merger. Each of the Assignor and the Assignee, by its execution and acceptance of this Agreement, hereby acknowledges and agrees that the representations, warranties and covenants under the Purchase Agreement shall not be deemed to be merged, enlarged, diminished, modified or altered in any way by this Agreement, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of laws thereof), except to the extent that the laws of such state are superseded by the Bankruptcy Code.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

(e) Amendments. This Agreement can be amended, supplemented or changed only by a writing signed by the parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

[●]

By: _____
Name: _____
Its: _____

ASSIGNEE:

TCP HRB ACQUISITION, LLC

By: _____
Name:
Its:

Acknowledged and Agreed:

LANDLORD:

[●]

By: _____
Name: _____
Its: _____

EXHIBIT A

LEASE

Exhibit F
Form of Transition Services Agreement

See Attached.

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is made and entered into as of February[●], 2020, by and among Ranir, LLC, a Delaware limited liability company ("Ranir"), TCP HRB Acquisition, LLC, a Delaware limited liability company ("TSA Partner") and High Ridge Brands Co., a Delaware corporation ("HRB"). Each of Ranir, TSA Partner and HRB is hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of February [●], 2020 (the "Purchase Agreement"), by and among HRB, Freshcorp, Inc., a Delaware corporation ("Freshcorp"), Children Oral Care, LLC, a Delaware limited liability company ("Children Oral Care"), Dr. Fresh, LLC, a Delaware limited liability company ("Dr. Fresh"), Better Alliance Limited, an Anguilla limited company ("Better Alliance"), Dean Spirit Limited, a British Virgin Islands limited company ("Dean Spirit"), and Grosvenor Consumer Products Limited, a United Kingdom private limited company ("Grosvenor", and together with HRB, Freshcorp, Children Oral Care, Dr. Fresh, Better Alliance, and Dean Spirit, each, an "Oral Seller", and together, the "Oral Sellers"), and Ranir, Ranir will purchase from the Oral Sellers, and the Oral Sellers will sell, assign, transfer, convey and deliver to Ranir, all or substantially all of the assets associated with the Oral Sellers' business of selling and distributing certain oral health care products (the "Business");

WHEREAS, TSA Partner is entering into a separate asset purchase agreement (the "H&S Purchase Agreement") with HRB and certain of its affiliates (each a "H&S Seller", and together, the "H&S Sellers" and with the Oral Sellers, each a "Seller", and together, the "Sellers"), pursuant to which TSA Partner is acquiring all or substantially all of the assets associated with the H&S Sellers' business of selling and distributing certain hair care and skin care products (the "H&S Business"); and

WHEREAS, upon consummation of the transactions contemplated by the Purchase Agreement and the H&S Purchase Agreement, (i) each of Ranir and TSA Partner will provide the other with certain transitional services and (ii) each of TSA Partner and HRB, on behalf of the Sellers, will provide the other with certain transitional services, in each case on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms that are not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. Provision of Services.

(a) As used herein, (i) the term "Provider" means Ranir, TSA Partner or HRB, as the case may be, when such party is providing Services (as defined below) pursuant to the terms of this Agreement, and (ii) the term "Recipient" means Ranir, TSA Partner or HRB, as the case may be, when such party is receiving Services pursuant to the terms of this Agreement.

(b) During the term of this Agreement as set forth in Section 8, (i) TSA Partner shall provide to Ranir the services set forth on Exhibit A hereto (each, a "TSA Partner Service"), (ii) Ranir shall provide to TSA Partner the services set forth on Exhibit D hereto (each, a "Ranir Service"), (iii) TSA Partner shall provide to the Sellers the services set forth on Exhibit E hereto (each, a "Sellers Service") and (iv) the Sellers shall provide to TSA Partner the services set forth on Exhibit F hereto (each, a "Seller Provided Service" and, collectively with the TSA Partner Services, the Ranir Services, the Sellers Services, the Seller Provided Services and any Additional Services (as defined below) that may be added to the scope of the Services by the Parties pursuant to Section 2(d), the "Services"). Provider may provide the Services upon request by Recipient or on an ongoing basis, as agreed by the Parties. The absence of designation of a Service as "as requested" or "ad hoc" on Exhibit A, Exhibit D, Exhibit E or Exhibit F, as applicable, shall not preclude such Service from being characterized as such.

(c) Unless expressly required by Exhibit A, Exhibit D, Exhibit E or Exhibit F, as applicable, (i) Provider shall provide, or cause to be provided, the Services to Recipient in good faith, in accordance with applicable Law and in the manner and at a level of service consistent in all material respects with the scope, manner, care, skill, content and quality standards of such Services as provided by the Sellers for the year to date period ending on September 1, 2019, and (ii) Recipient shall use the Services for substantially the same purposes and in substantially the same manner as such Services were used for the year to date period ending on September 1. 2019, except as otherwise agreed in writing by Provider or as otherwise described in Exhibit A, Exhibit D, Exhibit E or Exhibit F, as applicable.

(d) Provider shall reasonably consider and respond in good faith to any reasonable written request on the part of Recipient for additional services that had been provided prior to the date of this Agreement that are not reflected in Exhibit A, Exhibit D, Exhibit E or Exhibit F, as applicable, and that Provider or any of its Affiliates can reasonably provide to Recipient under the circumstances (including time requirements) being requested by Recipient without undue effort ("Additional Services"). Any such Additional Services to be provided by Provider shall be provided on terms and conditions (including Fees (as defined below)) to be agreed upon after good faith negotiations between the Parties (but only if such terms and conditions can be mutually agreed upon). Recipient may identify Additional Services that the Parties mutually agree in writing are to be provided under this Agreement. Upon the Parties agreeing on the provision of an Additional Service, including the associated Fees and other terms and conditions applicable to the provision of such Additional Service, the Parties shall add such Additional Service to the scope of the Services by executing a written amendment to Exhibit A, Exhibit D, Exhibit E or Exhibit F, as applicable.

(e) Subject to the provisions of this Section 2(e), Provider shall use its reasonable best efforts to obtain any third party consents, approvals, licenses, authorizations or amendments (the "Required Approvals") to the extent required by a counterparty to any contract to which Provider is a party that is necessary for the performance of the Services (the "Business-Related Non-Assumed Contracts"), including with respect to the access and use of any third party intellectual property rights, software or data. Prior to the time that any Required Approval is obtained by or on behalf of Provider, Provider, Recipient and, with respect to Seller Provided Services, TSA Partner shall cooperate in good faith and use their commercially reasonable efforts to develop and implement reasonable and lawful arrangements designed to provide the benefits of the applicable Services to Recipient or any of its Affiliates. The out-of-pocket costs and expenses incurred in relation to obtaining any such Required

Approval, including any cure costs, other owed but unpaid obligations and other transfer fees or similar payments, required to be paid to enable a Recipient to use the Services pursuant to a Business-Related Non-Assumed Contract (the "Required Approvals Costs") shall be allocated between Ranir and TSA Partner as follows:

(i) with respect to a Business-Related Non-Assumed Contract that is set forth on Exhibit B, all Required Approvals Costs shall be borne by TSA Partner;

(ii) with respect to a Business-Related Non-Assumed Contract that is set forth on Exhibit F and is an IT contract, all Required Approvals Costs shall be borne by TSA Partner and Ranir pro rata based on net sales of the Business vis-à-vis the H&S Business;

(iii) with respect to a Business-Related Non-Assumed Contract that is set forth on Exhibit F and is any type of contract other than an IT contract, all Required Approvals Costs shall be borne by TSA Partner; and

(iv) with respect to any contract to which Sellers are currently a party that is not set forth on either Exhibit B or Exhibit F, but which the Parties determine after the date of this Agreement is a Business-Related Non-Assumed Contract: (A) if such Business-Related Non-Assumed Contract relates solely to the Business, all Required Approvals Costs shall be borne by Ranir; and (B) if such Business-Related Non-Assumed Contract relates to both the Business and the H&S Business, all Required Approvals Costs shall be borne by TSA Partner and Ranir pro rata based on net sales of the Business vis-à-vis the H&S Business.

Notwithstanding anything to the contrary herein, Ranir's written approval shall be required prior to TSA Partner incurring any Required Approvals Costs that would cause the aggregate Required Approvals Costs to be borne by Ranir to exceed (or continue to exceed) $100,000 in the aggregate; provided, that, if Ranir does not give its written approval for any such Required Approvals Costs that relate to a Business-Related Non-Assumed Contract, then TSA Partner shall not be required to provide such Services to Ranir to the extent that the provision of such Services requires such Business-Related Non-Assumed Contract. Notwithstanding anything herein to the contrary, to the extent that any Required Approval is not obtained, the Parties shall cooperate in good faith and use their reasonable best efforts to make arrangements reasonably acceptable to each Party, under which Recipient would receive Services comparable to the Services that Recipient would have received if such Required Approval were obtained.

(f) Notwithstanding anything herein to the contrary, in no event shall Sellers be obligated under this Agreement to assume and assign any contracts other than to the extent required pursuant to Section 1.2(b) of the H&S Purchase Agreement. For the avoidance of doubt, no Seller shall be liable for any cure costs in connection with the assumption and assignment of any contracts.

(g) Subject to Section 2(e), TSA Partner hereby represents and warrants that it has assumed each of the contracts set forth on Exhibit B, in each case, as amended or supplemented.

(h) HRB hereby represents and warrants that it has retained each of the contracts set forth on Exhibit F, in each case, as amended or supplemented; provided, however, notwithstanding anything to the contrary herein, the TSA Partner shall bear all costs and expenses incurred in connection with the retention of such contracts and shall pay any cure costs in the event TSA Partner

assumes such contract in accordance with the provisions of the H&S Purchase Agreement. In addition, notwithstanding anything to the contrary herein, TSA Partner, at its sole cost and expense, shall make necessary employees available to HRB for the administration of such contracts and for any other services to be provided by HRB to TSA Partner under this Agreement.

(i) Ranir will be making offers to hire the individuals set forth on Exhibit C, which offers will be effective as of the Closing. TSA Partner will be making offers to hire the individuals set forth on Exhibit G, which offers will be effective as of the Closing.

(j) TSA Partner covenants and agrees that it will: (i) as of the Closing, have at least $8,000,000 of equity capital on its balance sheet (prior to taking into account transaction fees and expenses expected to exceed no more than $3.5 million) and a guaranty by Hilco, Inc., pursuant to that certain Guaranty to be entered into at the Closing, by and between Hilco, Inc. and TSA Partner, with respect to the deferred purchase price payable by TSA Partner under the H&S Purchase Agreement; and (ii) will use its reasonable best efforts to put in place as soon as practicable, and in any event within ninety (90) days following the Closing, one or more credit facilities with availability equal to not less than $20,000,000 in the aggregate on substantially the terms set forth in the term sheet delivered to Ranir at the Closing. At all times during the term of this Agreement, TSA partner will have equity capital, cash flow and/or credit facilities sufficient in the aggregate to enable TSA Partner to perform all of its obligations under this Agreement.

3. Access. Recipient shall make available on a timely basis to Provider all information and materials reasonably requested by Provider to enable it to provide the Services hereunder. Recipient shall give Provider reasonable access, upon reasonable prior notice, during regular business hours and at such other times as are reasonably required, to Recipient's premises and systems for the purpose of providing the Services hereunder and ensuring an orderly transition; provided, however, that (i) outside of normal business hours, except in cases of emergency, Provider shall obtain the written consent (email is sufficient) of Recipient prior to any Person entering any such facility on Provider's behalf, (ii) such Person shall enter such facility subject to Recipient's rules for health, safety, confidentiality and security for such facility and (iii) access shall not unreasonably interfere with any of the business or operations of Recipient or its Affiliates. In the event that Recipient determines (on the advice of outside counsel) that providing such access could be commercially detrimental, violate any Law or agreement, or waive any attorney-client privilege, then the Parties hereto shall use commercially reasonable efforts to permit such access in a manner that avoids any such harm or consequence; provided, however, that to the extent that Recipient's limitation of Provider's access as provided in clauses (i) through (iii) above results in Provider being unable to perform any of its obligations hereunder, such failure shall not constitute a breach or result in Provider being in default under the terms of this Agreement and Provider shall perform the affected obligations as closely as possible to their original scope as is reasonably practicable taking into account such limitations. Each Provider agrees that all of its and its Affiliates' employees and any third-party providers and subcontractors, when on the property of Recipient or when given access to any equipment, computer, software, network or files owned or controlled by Recipient, shall conform to the reasonable policies and procedures of Recipient concerning health, safety and security, including data privacy requirements, that are made known to Provider in advance in writing.

4. Limitations. The Services set forth on Exhibit A shall be used by Ranir solely in connection with the operation of the Business following the Closing. The Services set forth on

Exhibits D and F shall be used by TSA Partner solely in connection with the operation of the H&S Business following the Closing. The Services set forth on Exhibit E shall be used by the Sellers solely in connection with their wind down. None of the Recipient, nor any of their respective Affiliates, may resell, license the use of or otherwise transfer or permit the use by others of any Services, without the prior written consent of the applicable Provider; provided, a Recipient may allow its accountants, auditors, employees, consultants, contractors or customers to assist it in its use of the Services on a need-to-use basis for the operation of the Business, the H&S Business or its wind-down, as applicable. In no event shall (a) any Recipient be liable to any Provider other than the Provider expressly obligated to provide Services to it pursuant to Section 2(b), or (b) any Provider be liable to any Recipient other than the Recipient expressly receiving Services from such Provider pursuant to Section 2(b).

5. Pricing, Invoice and Payment.

(a) One-Time Expenses. One-time, reasonable, out-of-pocket expenses incurred by TSA Partner in connection with commencing the provision of the Services to Ranir (e.g., providing assistance with the transition, full physical inventory count after Closing, etc.), as well as winding down such Services, shall be passed through to Ranir without markup; provided, that in no event shall (i) Ranir be obligated to pay (A) any cure costs associated with any contract that is not assumed by Ranir pursuant to the Purchase Agreement or (B) any such expenses in excess of $20,000 individually and $50,000 in the aggregate that have not be pre-approved by Ranir, (ii) TSA Partner be obligated to pay any cure costs associated with any contract that is not set forth on Exhibit B or assumed by Ranir pursuant to the H&S Purchase Agreement, or (iii) HRB be obligated to pay any cure costs associated with any contract set forth on Exhibit F.

(b) Net Variable Expenses. Other than with respect to Fees payable for Services provided by TSA Partner to Ranir hereunder or pursuant to Section 5(a) or Section 5(c) and the Required Approvals Costs (which are dealt with in Section 2(e)), in the event that the net amounts due from Ranir to TSA Partner at any time exceed amounts due from TSA Partner to Ranir, in each case related to net variable expenses (the "Net Payment Amount"), by an amount equal to or in excess of $100,000, TSA Partner and Ranir will work together in good faith to devise an appropriate prepayment mechanism such that the Net Payment Amount does not exceed $100,000; provided, that, in the event of any dispute related to the Net Payment Amount, TSA Partner shall continue to operate and provide the Services in good faith during the pendency of such dispute, and TSA Partner and Ranir will work together to ensure that the Net Payment Amount never exceeds $100,000.

(c) Inventory Purchases. On the first day of each calendar month of the term of this Agreement, TSA Partner shall provide to Ranir an invoice stating the aggregate amount of purchase orders placed by TSA Partner in the prior month in respect of inventory purchase commitments on Ranir's behalf. Ranir shall pay such invoice within three (3) Business Days. For example, if on May 1, 2020, purchase commitments made to suppliers from April 1, 2020 through April 30, 2020, the prior month, equal to $1 million, a $1 million payment will be invoiced to Ranir on May 1, 2020 and paid no later than May 8, 2020.

(d) Services Fees. Other than as set forth in Section 5(e), the Fees payable by Recipient to Provider for the Services shall be set forth on Exhibit D, Exhibit E or Exhibit F, as applicable.

(e) TSA Partner Service Fees. No Fees shall be payable in connection with the Services provided by TSA Partner to Ranir during the first twelve (12) months of the term of this Agreement. In the event Ranir chooses to extend any Services provided by TSA Partner in accordance with Section 8, during the period of extension of such Services, Ranir shall pay to the TSA Partner a non-refundable, non-proratable amount equal to $1 million per quarter in advance on the first day of each such calendar quarter as a fee for such Services to be provided by TSA Partner during the then-upcoming quarter (the "Extension Fee"); provided, that payment of the Extension Fee shall not affect TSA Partner's obligation to reimburse Ranir for any penalties incurred by TSA Partner as set forth in Exhibit A.

(f) TSA Pool. In further consideration for the Services provided by TSA Partner to Ranir, Ranir will increase or decrease the TSA Pool (as defined below) depending on how the "On-Time Order Shipment Rate" service level is met pursuant to the "Incentive/Penalty Payment" column of Exhibit A. For purposes of this Agreement, "TSA Pool" means an amount of incentive consideration in respect of the Services to be provided by TSA Partner, which amount will accrue in accordance with this Section 5(f). The TSA Pool will start at $0 and will be increased or decreased each month in increments of $250,000 during the term of this Agreement depending on how the "On-Time Order Shipment Rate" service level is met pursuant to the "Incentive/Penalty Payment" column of Exhibit A. The TSA Pool will be paid to TSA Partner at the end of the term of this Agreement to the extent of the funds in the TSA Pool at such time; provided, that, at any time during the term of this Agreement, to the extent the TSA Pool exceeds an amount equal to $1 million, TSA Partner may in its sole discretion require Ranir to pay any portion of the TSA Pool in excess of $1 million to TSA Partner. Subject to Section 16, in the event that TSA Partner's "On-Time Order Shipment Rate" service level falls below 90%, Ranir may in its sole discretion recoup any portion of the TSA Pool so paid to TSA Partner (only to the extent there are no funds due from Ranir to TSA Partner, as those would be applied first), and in the event the TSA Pool is depleted and such service level failure is ongoing, TSA Partner shall pay over to Ranir any amounts due to Ranir as a result of such failure. For the avoidance of doubt, in the event that (i) TSA Partner's "On Time Order Shipment Rate" service level falls below 98% in any given month, and (ii) TSA Partner can demonstrate that such failure was proximately caused by Ranir's failure to have performed an obligation required to be performed by Ranir in order to enable TSA Partner to perform the ordering process and fulfillment Service for Ranir, then TSA Partner shall be not be deemed to have failed to achieve such "On Time Order Shipment Rate" service level as a result of such failure by TSA Partner for such month (but for the sake of clarity, this does not mean that TSA Partner is automatically deemed to have achieved such service level if other factors contributed to such failure by TSA Partner).

(g) Ranir shall provide a statement to TSA Partner as soon as practicable, and in any event within five (5) Business Days, following the end of the term of this Agreement setting forth the total amount of the TSA Pool as of the end of the term of this Agreement (the "TSA Pool Statement"). If TSA Partner disagrees in good faith with the calculation of the TSA Pool set forth in the TSA Pool Statement, TSA Partner shall, within ten (10) Business Days of receipt of the TSA Pool Statement, send written notice of such disagreement to Ranir (a "TSA Pool Objection"). TSA Partner and Ranir shall attempt in good faith to resolve any dispute set forth in a TSA Pool Objection within ten (10) Business Days after Ranir's receipt of such TSA Pool Objection. If TSA Partner and Ranir are unable to resolve such disputes within such ten (10) Business Day period, then such disputes shall be submitted to the Neutral Auditor for resolution in accordance with Section 5(h). For the avoidance of doubt, Ranir shall not be considered in default or breach of any terms of this Agreement for failure

to pay the TSA Pool during the pendency of a TSA Pool Objection. The TSA Pool Statement shall be payable by Ranir on the later of (i) ten (10) Business Days after the date of the TSA Pool Statement and (ii) ten (10) Business Days after the date on which all TSA Pool Objections have been resolved.

(h) In the event that TSA Partner and Ranir are unable to resolve any disputes set forth in a TSA Pool Objection in accordance with Section 5(f), such disputes shall be submitted to a neutral independent auditor mutually agreeable to TSA Partner and Ranir (the "Neutral Auditor"). The Neutral Auditor shall act as an expert and not an arbitrator to determine only the items in dispute, and shall request a statement from TSA Partner and Ranir regarding such disputed items. The Neutral Auditor may not assign a value to a disputed item that is greater than the greatest value for such disputed item claimed by TSA Partner or Ranir, as applicable. All fees and expenses relating to the work performed by the Neutral Auditor will be shared equally between TSA Partner and Ranir. The Neutral Auditor will deliver to TSA Partner and Ranir a written determination (to be based solely on information provided to the Neutral Auditor by TSA Partner and Ranir) of the disputed items submitted to the Neutral Auditor within thirty (30) calendar days of receipt of such disputed items, which determination will be final, binding and conclusive.

(i) Exhibit A (as applicable with respect to Additional Services provided by TSA Partner to Ranir), Exhibit D (with respect to Services provided by Ranir to TSA Partner), Exhibit E (with respect to Services provided by TSA Partner to Sellers, which such fees, costs and other expenses in all cases shall be $0) and Exhibit F (with respect to Services provided by Sellers to TSA Partner) set forth the fees, costs or other amounts (if any) (together with the Extension Fee, the "Fees") for each Service or Additional Service to be provided by Provider to Recipient and, where applicable, the service levels that will be applied to such Service and any fines, penalties or charges payable to Recipient due to a failure to meet such service levels. Provider shall invoice Recipient on the last Business Day of each calendar month, which invoices shall set forth a reasonably detailed description of the Services or Additional Services provided by or on behalf of Provider during the immediately preceding one (1) month period. Recipient agrees to pay each invoice delivered pursuant to this Section 5(i) on or before the date that is five (5) Business Days after the date of receipt of such invoice, by wire transfer of immediately available funds payable to the order of Provider pursuant to wire transfer instructions specified on the applicable invoice; provided, that Recipient may withhold from its payment of such invoice the amount of any Objection (as defined herein) until resolution of such Objection in accordance with the procedures set forth in Section 5(k); provided, further, that any undisputed portion of such amount shall be included in the calculation of the amount due pursuant to, and paid in accordance with, this Section 5(i). Recipient will pay Provider a late payment fee equal to the lesser of one percent (1%) per month or the maximum amount permissible by applicable Law on all payments that are more than 7 (seven) Business Days past due, to the extent that such payments are not subject to an Objection.

(j) Any Fees incurred by one Party shall, as applicable, be offset by the Fees incurred by the other Party during each month such that, subject to objections pursuant to this Section 5, payments will be required hereunder solely to the extent that, with respect to the month in question, the fees incurred by one Party exceeds the amounts payable to such Party by the other Party. Each invoice shall be payable by Recipient thirty (30) days after the date of such invoice.

(k) If Recipient disagrees in good faith with any amounts set forth on an invoice, Recipient shall send written notice of such disagreement to Provider (an "Objection").

Notwithstanding the delivery of an Objection, Recipient shall pay to Provider within thirty (30) days after Recipient's receipt of such invoice all undisputed amounts set forth on the invoice. Recipient and Provider shall attempt in good faith to resolve any dispute set forth in an Objection within ten (10) Business Days after Provider's receipt of an Objection. If Recipient and Provider are unable to resolve such disputes within such ten (10) Business Day period, then such disputes shall be submitted to the Neutral Auditor for resolution in accordance with Section 5(h). For the avoidance of doubt, Recipient shall not be considered in default or breach of any terms of this Agreement for failure to pay a disputed amount during the pendency of a good faith dispute.

(l) Each Provider shall provide reasonable access to its books and records as requested by Recipient from time to time, upon reasonable prior notice, during regular business hours and at such other times as are reasonably required, during the term of this Agreement to enable Recipient to confirm whether the Services are being provided in accordance with the terms of this Agreement, including the service levels set forth on Exhibit A and Exhibit D, as applicable.

6. Contracts. With respect to the contracts set forth on Exhibit F, Sellers hereby agree to maintain in full force and effect each such contract for a period terminating upon the later of: (i) the date of confirmation of a plan of liquidation in the chapter 11 cases of certain of the Sellers, and (ii) May 15, 2020. Sellers will invoice TSA Partner directly for any amounts owed under such contracts and all other costs and expenses, and TSA Partner will promptly pay such amounts to Sellers for further distribution to the applicable counterparties. In the event that the Parties discover after the Closing that a contract that should have been assumed by TSA Partner was retained by Sellers, Sellers shall promptly assign such contract to TSA Partner pursuant to the mechanism set forth in Section 1.2(b) of the H&S Purchase Agreement. At any point during the period set forth in the first sentence of this Section 6, TSA Partner may require Sellers, in its sole discretion, to assign any contract on Exhibit F or any Discovered Contract (as set forth and defined in Section 1.2(b)(i) of the H&S Purchase Agreement) to TSA Partner, and Sellers shall be required to promptly so assign pursuant to the mechanism set forth in Section 1.2(b) of the H&S Purchase Agreement, all at the sole expense and cost (including without limitation the payment of any cure costs) of TSA Partner and/or Ranir, in accordance with Section 2(e). Sellers will not assign any contract set forth on Exhibit F to Ranir.

7. Taxes. Any Taxes assessed on the provision of the Services hereunder shall be paid by Recipient (other than any income Taxes on amounts paid to Provider by Recipient pursuant to the terms hereof).

8. Term. Provider shall provide each of the Services from the Closing Date through the initial period for such Service as set forth in Exhibit A or Exhibit D, as applicable, subject to termination by either Party in accordance with Section 9; provided, that the initial period for each such Service shall not exceed twelve (12) months. Other than as provided in Exhibit A, in the event that Recipient wishes to extend any Service set forth in Exhibit A beyond such twelve (12) month period, Recipient may so extend for up to four (4) additional three (3)-month periods by providing written notice to Provider of such extension at least ten (10) Business Days prior to the end of the then-applicable period for such Service. This Agreement automatically expires, without notice, at the end of the last-remaining aforementioned period or premature termination date. The Term, with respect to Exhibit F, shall be as set forth in Section 6.

9. Partial Termination; Termination.

(a) Either Party may terminate this Agreement, in whole or in part, prior to the expiration of its stated term immediately upon written notice to the other Party: (i) if the other Party commits a material breach of any provision of this Agreement (including Recipient's failure to make payments when due) and such breach continues for a period of thirty (30) days following a written request to cure such breach; or (ii) if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver or custodian for it or a substantial part of its property; provided, that the foregoing clause (ii) shall not apply to the Chapter 11 Case. In addition, Recipient may terminate its receipt of any Services, in whole or in part, prior to the expiration of its stated term upon ninety (90) days prior written notice to Provider.

(b) Either Party may terminate this Agreement, in whole or in part, if required by any Governmental Entity, upon thirty (30) days' notice or sooner if necessary to the other Party; provided, however, that prior to any such notice of termination, the Parties mutually agree that this Agreement cannot be amended in a manner that will satisfy such Governmental Entity without materially changing the effect or intent of this Agreement.

(c) This Agreement may be terminated by the mutual written agreement of the Parties.

(d) In the event Recipient terminates any Services, in whole or in part, pursuant to this Section 9, (i) Provider shall have no further obligation to provide the terminated Services to Recipient and (ii) Recipient shall remain liable for any Fees incurred, or required to be incurred, by it prior to the date on which such Services are terminated, and shall within five (5) Business Days of termination of such Services pay to Provider the applicable Fees for such Service until the effective date of such termination. Sections 11, 12 and 19 through 33 of this Agreement shall survive any termination pursuant to this Section 9 in accordance with their terms.

10. Cooperation; Representatives. The Parties shall use, and shall cause their respective Affiliates to use their, good faith efforts to reasonably cooperate with each other in all matters relating to the provision and receipt of Services. Each of TSA Partner, Ranir and HRB shall appoint a representative (a "Representative") to facilitate communications and performance under this Agreement. The initial Representatives shall be Jim Daniels for TSA Partner, Steve Weinberger for Ranir and M. Benjamin Jones for HRB. TSA Partner and HRB may treat an act of a Representative of Ranir as being authorized by Ranir without inquiring behind such act or ascertaining whether such Representative had authority to so act. Ranir and HRB may treat an act of a Representative of TSA Partner as being authorized by TSA Partner without inquiring behind such act or ascertaining whether such Representative had authority to so act. TSA Partner and HRB may treat an act of a Representative of HRB as being authorized by HRB without inquiring behind such act or ascertaining whether such Representative had authority to so act. The Representatives shall hold monthly review meetings with each other by telephone or in person, as mutually agreed upon, to discuss (i) issues relating to the provision of the Services, (ii) any problems identified with the provision of Services and (iii) to the extent Services changes are agreed upon, the implementation of such changes in accordance with the terms of this Agreement. Each of TSA Partner, HRB and Ranir shall have the right at any time and from time to time to replace its respective Representative by giving notice in writing to the other Party, setting forth the name of (i) the Representative to be replaced and (ii) the replacement, and certifying

that the replacement Representative is authorized to act for the Party giving the notice in all matters relating to this Agreement. Unless otherwise agreed to in writing by the Parties, all communications relating to the day-to-day provision of the Services shall be first directed to the points of contact.

11. Misallocated Assets; Misdirected Receipts.

(a) Notwithstanding anything in this Agreement to the contrary, if, after the Closing, (i) Ranir acquires or holds any assets or properties that should have been transferred to TSA Partner or (ii) TSA Partner acquires or holds assets or properties that should have been transferred to Ranir, Ranir and TSA Partner will transfer (or cause to be transferred), as promptly as is reasonably practicable, such assets to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party.

(b) Notwithstanding anything in this Agreement to the contrary, if, after the Closing, (i) it is determined that, in connection with the H&S Purchase Agreement, TSA Partner acquired assets or properties that are primarily related to the Business or (ii) it is determined that, in connection with the Purchase Agreement, Ranir acquired assets or properties that are primarily related to H&S Business, then, in each case, Ranir and TSA Partner will negotiate in good faith to transfer such misallocated assets to the other Party.

(c) Notwithstanding anything in this Agreement to the contrary, if, after the Closing, either Party shall receive any cash collections, misdirected accounts receivable or other payments or funds due to the other Party, then the Party receiving such funds shall promptly, and in any event within three (3) Business Days of receipt of such funds, forward such funds to the proper Party. The Parties acknowledge that Provider shall have the right to retain any such misdirected funds to offset any amounts owed by any Recipient to Provider pursuant to this Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, if, after the Closing, it is determined that Ranir acquired assets or properties that relate to the H&S Business but will be retained by Ranir, or it is determined that TSA Partner acquired assets or properties that relate to the Business but will be retained by TSA Partner, TSA Partner and Ranir will work together in good faith to agree to a license arrangement for such assets or properties.

12. Name License. Effective as of the Closing Date, TSA Partner hereby grants to Ranir and its Affiliates, for sixty (60) days after the Closing Date (the "Transition Period"), a royalty-free, fully-paid up, non-exclusive, non-transferable, and non-sublicensable license to use the name "High Ridge Brands Co." or similar names, solely in connection with the operation of the Business, including on the Business' existing signage, advertising, marketing and promotional materials, machinery and equipment, and other documents and materials related solely to the Business; provided, that Ranir and its Affiliates shall be permitted to use the name "High Ridge Brands Co." or similar names on the packaging of the Business for a period of six (6) months from the Closing Date; provided that Ranir shall be able to sell any inventory produced for it during such six (6)-month period for a period of twelve (12) months following the end of such six (6)-month period. From and after the Transition Period, Ranir agrees that it and its Affiliates shall not in any manner, directly or indirectly, use the name "High Ridge Brands Co." or similar names, including without limitation in connection with the operation of the Business.

13. IT Systems. Each Party shall (and shall cause its respective employees and any subcontractors to): (i) not attempt to obtain access to, use, copy or interfere with any information technology systems of the other Party, or any data owned, used or processed by the other Party, except to the extent required to do so to provide or receive the Services; (ii) maintain reasonable security measures in accordance with their written bona fide policies as to the same to protect the systems of the other Party to which it has access pursuant to this Agreement from access by unauthorized third parties, and any "back door", "time bomb", "Trojan Horse", "worm", "drop dead device", "virus" or other computer software routine intended or designed to disrupt, disable, harm or otherwise impede in any manner the operation of such systems; (iii) not permit access or use of information technology systems of the other Party by a third party other than officers, directors, employees, stockholders, agents or representatives of such Party and as otherwise authorized by the other Party; (iv) not disable, damage or erase or disrupt or impair the normal operation of the information technology systems of the other Party and (v) comply with the reasonable written security policies and procedures of the other Party (as may be updated from time to time in the ordinary course of business) that are provided to such Party and that the other Party considers reasonably necessary to protect their information technology systems.

14. Data Privacy. In this Section 14, the terms "personal data" and "processing" shall have the meanings ascribed to them under applicable data protection, privacy or similar Laws in the relevant country (the "Data Protection Laws"). Each Party shall comply with any Data Protection Laws that may apply in relation to any personal data processed in connection with this Agreement (the "Protected Data"). With respect to Recipient's Protected Data, the Parties agree that Provider will be deemed a data processor and Recipient a data controller of such Protected Data. Provider will ensure that it will only process Recipient's Protected Data in connection with the provision of the Services. Provider will maintain reasonable technical and organizational measures in respect of the Protected Data to prevent unauthorized or unlawful processing of the Recipient's Protected Data. Neither Party shall, and will instruct any Affiliate not to, notify or otherwise disclose the existence of any compromise relating to Protected Data for which the other Party is the owner or controller of such Protected Data without the consent of such other Party, except where such notice or disclosure is expressly required by applicable Data Protection Laws. To the extent required by applicable Data Protection Laws or as deemed necessary by the Parties hereto, the Parties (or their respective Affiliates) will enter into additional agreements on the processing of Protected Data.

15. Independent Contractor. At all times during the term of this Agreement, each of Ranir, HRB and TSA Partner shall be an independent contractor in providing the Services hereunder with the sole right to supervise, manage, operate, control and direct the performance of the Services and the sole obligation to employ, compensate and manage its employees and business affairs. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of employee/employer or principal/agent, or otherwise create any liability whatsoever of either Party with respect to the indebtedness, liabilities, obligations or actions of the other Party or any of its respective officers, directors, employees, stockholders, agent or representatives.

16. Force Majeure. Provider shall not be in default hereunder or liable to Recipient or its Affiliates for any Loss for any failure or delay in the performance of its obligations hereunder where such failure or delay is due to intervention by governmental entities or military authorities, acts of God, civil or military authority, war, executive order, acts of a public enemy, terrorism, riot, rebellion,

insurrection, civil violence or disobedience, blockages, embargoes, sabotage, required shutdowns due to epidemics, fire, earthquakes, floods, or the elements occurring with respect to the Services being provided hereunder, lightning, hurricanes, explosions, or disruption of supplies or transportation and delay of carriers that generally affects the market in which Provider operates; provided, however, that Provider shall use its commercially reasonable efforts to overcome such events as soon as is reasonably possible. Upon the occurrence of any such event that results in, or will result in, delay or failure to perform or receive Services according to the terms of this Agreement, Provider or Recipient, as applicable, shall promptly give notice to the other Party of such occurrence. The occurrence of any such event shall not operate to limit amounts payable for Services rendered prior to the actual commencement of such event.

17. Indemnification.

(a) Subject to Section 18, each Recipient agrees to release, discharge, defend, indemnify, save and hold harmless the applicable Provider providing Services to such Recipient, its Affiliates and its and their directors, officers, employees, agents, accountants, counsel or other advisors or representatives, and each of the foregoing's respective heirs, executors, successors and permitted assigns (collectively, the "Provider Indemnified Parties") from and against any and all losses, damages, liabilities, proceedings and out-of-pocket costs and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with third party claim) ("Losses") imposed on, sustained by or incurred or suffered by any of the Provider Indemnified Parties as a result of a third-party claim arising from the performance of this Agreement by such Recipient or its Affiliates, except to the extent such Losses are caused by the fraud or willful misconduct of any of the Provider Indemnified Parties.

(b) Subject to Section 18, each Provider (other than any Seller) agrees to release, discharge, defend, indemnify, save and hold harmless the applicable Recipient receiving Services from such Provider, its Affiliates and its and their directors, officers, employees, agents, accountants, counsel or other advisors or representatives, and each of the foregoing's respective heirs, executors, successors and permitted assigns (collectively, the "Recipient Indemnified Parties"), from and against any and all Losses imposed on, sustained by or incurred or suffered by any of the Recipient Indemnified Parties, as a result of a third-party claim arising from the performance of this Agreement by such Provider or its Affiliates, except to the extent such Losses are caused by the fraud or willful misconduct of any of the Recipient Indemnified Parties.

(c) Except as set forth in Section 33, the Parties' right to indemnification with respect to third-party claims in this Section 17 shall be the sole and exclusive remedy at law and in equity for a breach of this Agreement.

18. Limitation on Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING EXHIBIT A), IN NO EVENT SHALL ANY PARTY, ITS AFFILIATE(S) OR ITS OR THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO ANY OTHER PARTY WITH RESPECT TO ANY CLAIM RELATING TO THE SERVICES FOR ANY INCIDENTAL (OTHER THAN ARISING BY REASON OF OR RESULTING FROM EFFORTS TO MITIGATE LOSSES), EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR ANY DAMAGES THAT ARE NOT REASONABLY FORESEEABLE (IN EACH CASE, OTHER THAN IN RESPECT OF WILLFUL MISCONDUCT OR FRAUD OR AWARDED PURSUANT TO AN

INDEMNIFICATION CLAIM UNDER SECTION 17), REGARDLESS OF THE LEGAL BASIS OF LIABILITY OR LEGAL OR EQUITABLE PRINCIPLE INVOLVED (INCLUDING VIOLATION OF AN APPLICABLE LAW, BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, LIABILITY WITHOUT FAULT, OTHER TORT, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR OTHERWISE). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE AMOUNT OF LIABILITY UNDER THIS SECTION 18 FOR ALL CLAIMS AGAINST (A) TSA PARTNER SHALL NOT EXCEED AN AMOUNT EQUAL TO $4 MILLION PLUS ALL FEES RECEIVED BY TSA PARTNER UNDER THIS AGREEMENT PLUS THE AGGREGATE AMOUNT OF THE TSA POOL AT THE END OF THE TERM OF THIS AGREEMENT (ASSUMING FOR THIS PURPOSE THAT NO AMOUNT HAD BEEN PREVIOUSLY RELEASED FROM THE TSA POOL), AND (B) EACH OTHER PROVIDER, ALL FEES RECEIVED BY SUCH PROVIDER UNDER THIS AGREEMENT.

The amount that any Provider Indemnified Party or Recipient Indemnified Party is entitled to recover in respect of any Loss pursuant to Section 17 shall be reduced (including retroactively) by any insurance proceeds or other amounts recovered by or on behalf of such Provider Indemnified Party or Recipient Indemnified Party in respect of the related Loss. For the avoidance of doubt, such Provider Indemnified Party or Recipient Indemnified Party, as applicable, shall use its reasonable efforts to seek recovery for any such Losses from its applicable insurance provider; provided, that such Provider Indemnified Party or Recipient Indemnified Party, as applicable, shall be permitted to simultaneously seek recovery for such Losses in accordance with Section 17.

19. WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. Confidential Information. "Confidential Information" shall mean confidential or other proprietary information that is disclosed by one Party to the other Party under this Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving Party; (ii) is independently developed by the receiving Party without use of the Confidential Information; or (iii) is received from a third party who is not under and does not thereby breach an obligation of confidentiality. The receiving Party agrees to observe complete confidentiality with respect to the Confidential Information; not to disclose, or permit any third party or entity access to, the Confidential Information (or any portion thereof) without prior written permission of the disclosing Party (except such disclosure or access which is required to perform any obligations under this Agreement); and to ensure that any employees, or any third parties who receive access to the Confidential Information, are advised of the confidential and proprietary nature thereof and are directed not to copy, utilize or otherwise reveal the Confidential Information. Without limiting the foregoing, the receiving Party agrees to employ with regard to the Confidential Information procedures no less restrictive than the procedures used by it to protect its own confidential and proprietary information. Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information to the extent that it is required to be disclosed pursuant to any judicial or governmental order; provided, that the receiving Party gives the disclosing Party, where possible, sufficient prior notice to contest such order.

21. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by either Party without the prior written consent of the other Party, except that any Party may assign, in its sole discretion, any or all of its rights under this Agreement to one (1) or more of its Affiliates (upon reasonable prior written notice to the other Party), but no such assignment shall relieve such Party of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 21 shall be null and void.

22. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, each Party covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Parties' or any of their respective Affiliates' former, current or future direct or indirect equity holders, controlling persons, stockholders, directors, officers, employees, agents, members, managers, general or limited partners or assignees (each a "Related Party" and collectively, the "Related Parties"), in each case other than Ranir, HRB, TSA Partner or any of their respective successors and permitted assigns under this Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, whether based on contract, tort, fraud, strict liability, other Law or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party or another Person or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of Ranir, HRB, TSA Partner or any of their Affiliates or contractors under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, that nothing in this Section 22 shall relieve or otherwise limit the liability of Ranir, HRB or TSA Partner for any breach or violation of its (or its Affiliates' or contractors') obligations under such agreements, documents or instruments.

23. No Third Party Beneficiaries. This Agreement (including the schedules and exhibits hereto) are not intended to, and shall not, confer upon any other Person any rights or remedies hereunder. Notwithstanding anything to the contrary contained in this Agreement, (a) the Provider Indemnified Parties of each Party, as applicable, shall be third party beneficiaries of the provisions set forth in Section 17(a), solely with respect to such Party's capacity as a Provider, (b) the Recipient Indemnified Parties of each Party, as applicable, shall be third party beneficiaries of the provisions set forth in Section 17(b), solely with respect to such Party's capacity as a Recipient and (c) the Related Parties shall be third party beneficiaries of the provisions set forth in Section 22.

24. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by personal delivery, nationally recognized overnight courier, certified mail or facsimile at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

(i) if to Ranir,

c/o Perrigo Company
515 Eastern Avenue

Allegan, MI 49010
Attention: Legal Department
Email: legal@perrigo.com

with a copy to (which shall not constitute notice to Ranir):

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Sheryl Orr
Email: sheryl.orr@morganlewis.com

(ii) if to TSA Partner,

TCP HRB Acquisition, LLC
c/o Tengram Capital Partners, L.P.
600 Fifth Avenue
27th Floor
New York, NY 10020
Attention: William Sweedler
E-mail: bsweedler@tengramcapital.com

with a copy to (which shall not constitute notice to TSA Partner):

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Nazim Zilkha
Email: naz.zilkha@dechert.com

(iii) if to HRB,

High Ridge Brands Co.
c/o M. Benjamin Jones
Ankura
485 Lexington Avenue
New York City, NY 10017

with a copy (that will not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attention: Edmon L. Morton

25. Interpretation; Exhibits. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement

unless otherwise indicated. The text of all Exhibits is incorporated herein by reference. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. As used in this Agreement: (a) the terms "hereof," "herein," and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (b) the word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if", (c) any reference herein to "Dollars" or "$" shall mean United States dollars, (d) the use of "or" herein is not intended to be exclusive (i.e., "or" shall mean and/or unless the context otherwise requires) and (e) references herein to a Person are also to its successors and permitted assigns.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

27. Entire Agreement; Amendments and Waivers. This Agreement (a) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by each Party.

28. Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

29. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code. Without limiting any Party's right to appeal any order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this Agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all disputes relating to the transactions contemplated hereby and any of the documents executed hereunder or in connection herewith. Such court shall have sole jurisdiction over such matters and the Parties affected thereby and Ranir, TSA Partner and HRB each hereby consent and submit to such jurisdiction; provided, that if the Chapter 11 Case shall have closed and cannot be reopened, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the State of Delaware and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in

such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 24, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 24.

30. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY OF THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

31. Data Ownership. Ranir shall own financial, operating and accounting data to the extent it is newly developed and exclusively created in connection with a Service provided by TSA Partner on behalf of Ranir and exclusively related to the Business, and TSA Provider shall use commercially reasonable efforts to provide such data to Ranir upon the expiration or termination of this Agreement.

32. Return of Books, Records and Materials. Upon the expiration or termination of a Service with respect to which either Party holds books, records or files, including current and archived copies of computer files, owned by the other Party, the Party holding such books, records or files shall return to the other Party or destroy them as soon as reasonably practicable upon the written request of the other Party.

33. Specific Performance. The Parties agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Courts, without bond or other security being required, this being in addition to any other remedy to which they are entitled at Law or in equity.

34. Responsibility for Wages and Fees. For such time as any employees of a Provider or any of its Affiliates are providing the Services to the Recipient under this Agreement, (a) such employees will remain employees of the Provider or such Affiliate, as applicable, and shall not be deemed to be employees of the Recipient for any purpose, and (b) the Provider or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and

commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

RANIR, LLC

By: _____
Name: Richard Sorota
Title: Chief Executive Officer

TSA PARTNER

TCP HRB ACQUISITION, LLC

By: _____
Name: [●]
Title: [●]

HIGH RIDGE BRANDS CO.

By: _____
Name: [●]
Title: [●]

Exhibit G
Sample Calculation

See Attached.