

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellman-Melcor Holdings, Inc.		11/09/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bellman-Melcor Holdings, LLC		
Street Address:	7575 183rd St		
City:	Tinley Park		
State/Country:	ILLINOIS		
Postal Code:	60477		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4203130	BRAZEIT	
Registration Number:	4254638	BRAZEIT	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39721-9		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	06/10/2022		
Total Attachments: 24			
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

THE PRINCE & IZANT COMPANY,

SELLERS as set forth herein

and

THE AUTHORIZED REPRESENTATIVE

Dated as of November 9, 2018

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated as of November 9, 2018, is entered into by and among Steve Campbell, an individual, in his capacity as both a Seller and the Sellers' Representative ("Campbell"), Barbara Deckinga, an individual ("Deckinga"), Susan Hennessy, an individual ("Hennessy"), Bellman-Melcor Holdings, Inc., an Illinois corporation ("Holdings") (each of Campbell, Deckinga, Hennessy and Holdings, are hereinafter referred to individually as a "Seller" and collectively as "Sellers") and The Prince & Izant Company, an Ohio corporation ("Buyer"). Buyer and Sellers are, from time to time, referred to individually herein as a "Party," and collectively as the "Parties."

RECITALS

A. Sellers own all of the issued and outstanding membership interests (the "Membership Interests") in Bellman-Melcor Holdings, LLC, a Delaware limited liability company (the "Company") that are not owned by Buyer;

B. Each Seller desires to sell to Buyer, and Buyer desires to purchase from each Seller, the Membership Interests set forth next to such Seller's name on Exhibit A (the "Purchased Interests"); and

C. Following the purchase and sale of the Purchased Interests, Buyer will own all of the issued and outstanding Membership Interests of the Company.

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

ARTICLE 1 PURCHASE AND SALE

1.1 **Transactions.** Subject to the terms and conditions of this Agreement, at the Closing, Buyer will purchase and each Seller will sell and transfer to Buyer, the Purchased Interests, free and clear of all Liens, other than restrictions imposed under the applicable securities laws, owned by them in exchange for the consideration specified below in this ARTICLE I.

1.2 **Purchase Price.**

(a) At the Closing, Buyer will pay to Sellers, by wire transfer of immediately available funds to accounts designated by the Authorized Representative, an aggregate amount equal to (i) [REDACTED]

[REDACTED] such amount as may be adjusted following the Closing pursuant to Section 1.3, the "Purchase Price").

(b) The Authorized Representative shall have delivered, not less than three Business Days prior to the Closing, a certificate, duly executed by an officer of the Company

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.16 **Intellectual Property.**

(a) Schedule 3.16(a) sets forth a true, correct and complete list of all Intellectual Property issued, granted, or recognized by or registered with any national or Governmental Authority for Intellectual Property included in the Owned Intellectual Property (collectively, the "Scheduled Intellectual Property"), including, for each item listed, the record owner, title or description, jurisdiction and issue, registration, application or identifying number and date, as applicable, of such item. All necessary registration, maintenance, renewal, annuities, and all other

relevant filing, grant, and post-grant fees due within 60 calendar days of the date hereof in connection with the Scheduled Intellectual Property have been timely paid and all necessary documents and certificates in connection therewith have been timely filed with the relevant Governmental Authorities for the purposes of maintaining such Scheduled Intellectual Property in full force and effect.

(b) All Owned Intellectual Property is valid, subsisting and enforceable. The Company or its Subsidiaries are the sole and exclusive owners of all right, title and interest in, to and under the Owned Intellectual Property, and the Company or its Subsidiaries have valid and continuing rights to use, pursuant to its ownership or valid and enforceable written In-Licenses listed in Schedule 3.13(a)(xvii), all Intellectual Property used in or necessary for the conduct of the Business, in each case, free and clear of all Liens other than Permitted Liens. The Owned Intellectual Property, along with the Licensed Intellectual Property, constitutes all of the Intellectual Property that is used or has been used in the conduct and operations of the Business. The Company or its Subsidiaries have secured the written permission of any Person whose name, image or likeness is being used or has been used by such the Company for commercial purposes.

(c) Except as set forth on Schedule 3.16(c), neither the Company, its Subsidiaries nor Sellers have received any notice alleging that it has infringed, misappropriated or otherwise violated any Intellectual Property or other rights of any Person and, to Sellers' Knowledge, there are no facts or circumstances that would form the basis for any such claim or challenge. Except as set forth on Schedule 3.16(c), there are no Actions pending or, to Sellers' Knowledge, threatened against the Company or its Subsidiaries (i) alleging that the Company or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of any Person or (ii) challenging the use, ownership, validity or enforceability of any Owned Intellectual Property. To Sellers' Knowledge, there is no basis for invalidating, rendering unenforceable or terminating or equitable defenses to enforcement of any Owned Intellectual Property or Licensed Intellectual Property. To Sellers' Knowledge, neither the use nor practice of the Owned Intellectual Property or Licensed Intellectual Property nor the Business and operations of the Company or its Subsidiaries infringe upon, misappropriate, or otherwise violate any Intellectual Property rights of any Person. Neither the Company nor its Subsidiaries has entered into any Contract to indemnify any other Person against any charge of infringement with regards to any Owned Intellectual Property or Licensed Intellectual Property.

(d) To Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated, or is infringing upon, misappropriating or otherwise violating any Owned Intellectual Property or Licensed Intellectual Property, and no such claims have been made against any Person by the Company or any of its Subsidiaries.

(e) The Company and each of its Subsidiaries has taken measures, which are reasonable in the industry in which the Business operates, to protect the confidentiality of all confidential information, trade secrets and other proprietary information sufficient to maintain proprietary rights therein. No trade secret of the Business or the Company or its Subsidiaries has been authorized to be disclosed or has been actually disclosed by the Company or its Subsidiaries or any third party learning such information from the Company or its Subsidiaries other than as expressly provided by a Contract listed on Schedule 3.13(a).

(f) Neither the Company nor its Subsidiaries uses or possesses any proprietary or confidential information or any trade secrets misappropriated from any Person. The Company and its Subsidiaries has complied with all Contracts and other obligations governing the disclosure and use of proprietary or confidential information or trade secrets.

(g) The consummation of the Transactions will not alter or impair any of the Owned Intellectual Property or Licensed Intellectual Property.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means all right, title and interest in, arising out of, or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction throughout the world or pursuant to any international convention, including all: (a) trade secrets and other confidential or proprietary information, (b) intellectual property rights in, arising from, or related to Software and other Technology, (c) rights of privacy and publicity, (d) Internet domain names, social media usernames and accounts and all rights relating to the content displayed through or associated with any of the foregoing, (e) patents, patent applications, and all patent rights, including for any of the foregoing and all reexaminations, reissues, renewals, extensions, continuations, divisionals, continuation-in-parts, provisionals, and amendments made during post grant proceedings thereof, (f) all inventions (whether patentable or not), invention disclosures, and improvements; (g) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names and other source or business identifiers, together with translations, adaptations, derivations and combinations in connection therewith, any registrations, applications for registration, and all of the goodwill associated with any of the foregoing, (h) copyrights and rights in works of authorship, compilations, data, database, and design rights, and all registrations and applications for registration of any of the foregoing, and (i) rights to sue and recover for any past, present or future infringement, misappropriation or other violation of any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.2 **Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered, one (1) day after deposit with Federal Express or similar overnight courier service, upon transmission by facsimile or electronic mail if a customary confirmation of transmission is received during normal business hours and, if not, the next

Business Day after transmission or three days after being mailed by first class mail, return receipt requested. Notices, demands and communications to Buyer, Seller and the Company will, unless another address is specified in writing, be sent to the addresses indicated below:

(a) if to Buyer or to the Company to:

The Prince & Izant Company
12999 Plaza Drive
Cleveland, OH 44130
Attention: Phillip Eckenrode
Email: peckenrode@princeizant.com

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

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, OH 44114
Attention: Robert A. Ross
Facsimile: (312) 767-9192
Email: rross@beneschlaw.com

(b) if to Sellers or the Authorized Representative to:

Steve Campbell
7575 183rd Street
Tinley Park, Illinois 60477
Email: steve@bellmanmelcor.com

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

Horwood Marcus & Berk Chartered
500 West Madison Street, Suite 3700
Chicago, Illinois 60661
Attention: Brian H. Axelrad
E-mail: baxelrad@hmbllaw.com

10.3 **Entire Agreement; Amendment**. This Agreement, including the Exhibits and Schedules hereto and the other documents referred to herein contain the entire understanding of the Parties with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (whether written or oral) between the Parties with respect to such subject matter (including, without limitation, any letter of intent or confidentiality agreement). This Agreement may be amended, supplemented or changed, only by a written instrument making specific reference to this Agreement executed by the Authorized Representative and Buyer.

10.4 **No Waiver**. No waiver by any Party of any of the provisions hereof will be effective unless expressly set forth in writing (which will not include an exchange of e-mails or other

electronic communication) and executed by the Party (the Authorized Representative with respect to Sellers) so waiving. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

10.5 **Severability**. If any court of competent jurisdiction determines that the provisions of this Agreement are illegal or excessively broad then such provisions will be construed so that the remaining provisions of this Agreement will not be affected, but will remain in full force and effect, and any such illegal or overly broad provisions will be deemed, without further action on the part of any Person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

10.6 **Expenses**. Except as otherwise provided herein, the Parties will pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement and the Transactions, provided that all fees and expenses of the Company, if any, will be paid by Sellers.

10.7 **Counterparts**. This Agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which will be an original but all of which together will constitute one and the same instrument.

10.8 **Governing Law; Submission to Jurisdiction; Consent to Service of Process**. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Ohio without giving effect to any choice or conflict of law principles of any jurisdiction that would result in the application of the Laws of any other jurisdiction. Each of the Parties to this Agreement consents to submit to the exclusive personal jurisdiction of any state or federal court located in Ohio in any Action arising out of or relating to this Agreement, agrees that all claims in respect of any such Action may be heard and determined in any such court and agrees not to bring any Action arising out of or relating to this Agreement in any other court. Each of the Parties hereby consents to process being served by any Party to this Agreement in any Action by the delivery of a copy thereof in accordance with the provisions of Section 8.2.

10.9 **Waiver of Jury Trial**. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT) BROUGHT BY OR AGAINST IT THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT).

10.10 **Rights Cumulative**. All rights and remedies of each of the Parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or, with respect to Fraud or willful misconduct, applicable Law.

10.11 **Assignment**. Except as otherwise provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the Parties. No assignment of this Agreement may be made by any Party at any time, whether or not by operation of law, without the written consent of Sellers and Buyer; except (i) Buyer may assign its rights and obligations to any of its Affiliates, and (ii) Buyer may assign its rights hereunder as collateral security to any lender to Buyer or to an Affiliate of Buyer, but no assignment will relieve Buyer of any Liability hereunder. Any purported assignment in violation of this Section 8.11 will be null and void *ab initio*.

10.12 **Interpretation**.

Unless the express context otherwise requires:

(a) Any reference to any federal, state, local, or foreign statute or Law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise;

(b) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, will refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) Words defined in the singular will have comparable meaning when used in the plural, and vice versa;

(d) The words “Dollars” and “\$” mean U.S. dollars;

(e) References herein to a specific Section, Subsection, Recital, Schedule, or Exhibit will refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(f) Whenever the word “include,” “includes” or “including” is used in this Agreement; it will be deemed to be followed by the words “without limitation”;

(g) References herein to any gender will include each other gender;

(h) References herein to any Person will include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; except that nothing contained in this Section 8.12 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(i) References herein to a Person in a particular capacity or capacities will exclude such Person in any other capacity;

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

(k) The word “or” will be disjunctive but not exclusive;

(l) References herein to any Law will be deemed to refer to such Law as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder;

(m) References herein to any Contract mean such Contract as amended, supplemented or modified (including any waiver thereto) in accordance with the terms thereof, except that with respect to any Contract listed on any schedule hereto, all such amendments, supplements or modifications must also be listed on such schedule; and

(n) If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action will be extended to the next succeeding Business Day.

10.13 **Specific Enforcement.** The Parties hereto agree that, if any of the provisions of this Agreement or any other document contemplated by this Agreement were not performed in accordance with its specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at Law would exist and damages would be difficult to determine. Therefore, the Parties will be entitled to specific performance of the terms hereof and thereof, in addition to any other remedy at Law or in equity.

10.14 **Equitable Relief.** The Parties agree that (i) any breach by any Seller of the provisions of Section 6.3 or Section 6.4 will result in irreparable injury to Buyer for which a remedy at law would be inadequate, and (ii) in addition to any relief at Law that may be available to Buyer for such breach and regardless of any other provision contained in this Agreement, Buyer will be entitled to seek injunctive and other equitable relief, without the need to post a bond. This Section 8.14 will not be construed to limit Buyer's right to obtain equitable relief for other breaches of this Agreement under general equitable standards.

10.15 **Third-Party Beneficiaries.** Nothing in this Agreement will confer any rights, remedies or claims upon any Person not a party or a permitted assignee of a party to this Agreement, except as set forth in Section 6.2 and ARTICLE VII.

10.16 **Non-Recourse.** This Agreement may only be enforced against the Persons that are expressly identified as the Parties hereto in the preamble to and signature pages of this Agreement and solely in their capacities as such. In addition, any Action that may be based upon, in respect of, arise under, out of or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, performance or breach (whether willful, intentional, unintentional or otherwise), of this Agreement, including, without limitation, any representation or warranty made or alleged to have been made in, in connection with, or as an inducement to, this Agreement may only be made or asserted against (and are expressly limited to), the Persons that are expressly identified as the Parties hereto in the preamble to and signature pages of this Agreement and solely in their capacities as such.

10.17 **Authorized Representative.**

(a) Each Seller, by its execution of this Agreement, on behalf of such Seller, and such Seller's successors, heirs and permitted assigns, hereby irrevocably appoints Steve

Campbell (together with his successors, the “Authorized Representative”) as such Seller’s agent and attorney-in-fact for all purposes set forth in this Agreement, including the full power and authority to (i) perform the Transactions to be performed by a Seller under this Agreement (without limitation on Sellers’ obligations to perform any covenants hereunder), (ii) disburse any funds received hereunder to Sellers, as the case may be, (iii) execute and deliver on behalf of each Seller any amendment or waiver under this Agreement and to agree to resolution of all claims hereunder, (iv) retain legal counsel and other professional services, at the expense of Sellers, in connection with the performance by the Authorized Representative of this Agreement, (v) give and receive notices on behalf of Sellers, (vi) make, dispute, and settle all claims under this Agreement, including, without limitation, claims relating to the purchase price, adjustments and indemnification claims, (vii) pay (or seek reimbursement) on behalf of Sellers any amounts due by them to Buyer, any indemnitee or the Authorized Representative and (viii) interpret the terms of this Agreement and any other agreement entered into in connection therewith.

(b) The Authorized Representative will have no liability to any Seller for any act done or omitted under this Agreement as the Authorized Representative while acting in good faith and not in a manner constituting wanton misconduct, and any act done or omitted pursuant to the advice of counsel will be conclusive evidence of such good faith.

(c) The Authorized Representative will receive no compensation for its services as the Authorized Representative; except that Sellers will reimburse the Authorized Representative for its out-of-pocket costs and expenses in connection with performing his, her or its duties and obligations hereunder. If the Authorized Representative resigns or is otherwise unable or unwilling to serve in such capacity, the Authorized Representative will appoint a new Person to serve as the Authorized Representative and will provide prompt written notice thereof to Buyer. Until such notice is received, Buyer will be entitled to rely on the actions and statements of the previous Authorized Representative. The power and authority granted hereunder will be exclusive.

(d) The appointment of the Authorized Representative as the attorney-in-fact for each Seller as set forth in this Section 8.17 and all authority hereby conferred are granted and conferred in consideration of the interest of Sellers, is therefore coupled with an interest and is and will be irrevocable and will neither be terminated nor otherwise affected by any act of any Seller or by operation of Law, whether by the death, dissolution, liquidation, incapacity or incompetence of such Seller or by the occurrence of any other event. If, after the execution of this Agreement, any Seller dies or becomes disabled, the Authorized Representative is nevertheless authorized, empowered and directed to act in accordance with this Section 8.17 as if such dissolution, liquidation, death or disability had not occurred and regardless of notice thereof. Each Seller agrees to execute such documents as may be necessary and to give such instructions to its representatives as may be necessary so that its successors will remain subject to this Agreement and carry out the full intent and purposes hereof.

(e) The Authorized Representative acknowledges that he has carefully read and understands this Agreement, hereby accepts such appointment and designation, and agrees that he will act in his capacity as the Authorized Representative in conformance to the provisions of this Agreement.

10.18 Conflicts Regarding Representations; Non-Assertion or Attorney-Client Privilege.

(a) Conflicts of Interest. Buyer acknowledges that Horwood Marcus & Berk Chartered (“Prior Company Counsel”) have, on or prior to the Closing Date, represented one or more of Sellers, and the Company, and their respective Affiliates, and their respective officers, employees, directors, members, directors, and managers (each such Person, other than the Company, a “Designated Person”) in one or more matters relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related to a litigation, claim, or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) (each, an “Existing Representation”), and that, in the event of any post-Closing matters (i) relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related to a litigation, claim, or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) and (ii) in which Buyer or any of their respective Affiliates (including the Company), on the one hand, and one or more Designated Persons, on the other hand, are or may be adverse to each other (each, a “Post-Closing Matter”), the Designated Persons reasonably anticipate that Prior Company Counsel will represent them in connection with such matters. Accordingly, each of Buyer and the Company hereby (A) waives and shall not assert, and agrees after the Closing to cause its controlled Affiliates to waive and to not assert, any conflict of interest arising out of or relating to the representation, by Prior Company Counsel of one or more Designated Persons in connection with one or more Post-Closing Matters (the “Post-Closing Representation”), and (B) agrees that, in the event that a Post-Closing Matter arises, Prior Company Counsel may represent one or more Designated Persons in such Post-Closing Matter even though the interests of such Person(s) may be directly adverse to Buyer or any of its Affiliates (including the Company), and even though Prior Company Counsel may be currently representing Buyer, the Company, or any of their respective Affiliates. Without limiting the foregoing, each of Buyer and the Company (on behalf of itself and its Affiliates) consents to the disclosure by Prior Company Counsel, in connection with one or more Post-Closing Representations, to the Designated Persons of any information learned by Prior Company Counsel in the course of one or more Existing Representations, whether or not such information is subject to the attorney-client privilege of the Company and/or Prior Company Counsel’s duty of confidentiality as to the Company and whether or not such disclosure is made before or after the Closing.

(b) Attorney-Client Privilege. Each of Buyer and the Company (on behalf of itself and its Affiliates) waives and shall not assert, and agrees after the Closing to cause its controlled Affiliates to waive and to not assert, any attorney-client privilege, attorney work-product protection, or expectation of client confidence with respect to any communication between any Prior Company Counsel, on the one hand, and any Designated Person or the Company (collectively, the “Pre-Closing Designated Persons”), or any advice given to any Pre-Closing Designated Person by any Prior Company Counsel, occurring during one or more Existing Representations (collectively, “Pre-Closing Privileges”) in connection with any Post-Closing Representation, including in connection with any dispute between any Designated Person and one or more of Buyer, the Company, and their respective Affiliates, it being the intention of the parties hereto that all rights to such Pre-Closing Privileges, and all rights to waiver or otherwise control such Pre-Closing Privilege, shall be retained by Sellers, and shall not pass to or be claimed or used by Buyer or the Company, except as provided in the last sentence of this Section 12.14(b).

Furthermore, each of Buyer and the Company (on behalf of itself and its Affiliates) acknowledges and agrees that any advice given to or communication with any of the Designated Persons shall not be subject to any joint privilege (whether the Company also received such advice or communication) and shall be owned solely by such Designated Persons. Notwithstanding the foregoing, in the event that a dispute arises between Buyer or the Company, on the one hand, and a third party other than a Designated Person, on the other hand, (i) the Company shall (and shall cause its Affiliates to) assert the Pre-Closing Privileges on behalf of the Designated Persons to prevent disclosure of Privileged Materials to such third party and (ii) the Designated Persons shall cooperate in the assertion of the Pre-Closing Privileges on behalf of the Company to prevent disclosure of Privileged Materials to such third party; provided, however, that such privilege may be waived only with the prior written consent of Sellers' Representative.


(c) Privileged Materials. All such Pre-Closing Privileges, and all books and records and other documents of the Company containing any advice or communication that is subject to any Pre-Closing Privilege ("Privileged Materials"), shall be excluded from the purchase, and shall be distributed to Sellers (on behalf of the applicable Designated Persons) immediately prior to the Closing with (in the case of such books and records) no copies retained by the Company. Absent the prior written consent of Sellers' Representative, none of Buyer or (following the Closing) the Company shall have a right of access to Privileged Materials

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned as duly executed this Membership Interest Purchase Agreement as of the date first above written.

BUYER:

THE PRINCE & IZANT COMPANY

By: 
Name: Matt Brandenburg
Title: CEO

SELLERS:

BELLMAN-MELCOR HOLDINGS, INC.

By: _____
Name: Steve Campbell
Title: President

Steve Campbell

Barbara Deckinga

Susan Hennessy

AUTHORIZED REPRESENTATIVE:

Steve Campbell

IN WITNESS WHEREOF, each of the undersigned as duly executed this Membership Interest Purchase Agreement as of the date first above written.


BUYER:

THE PRINCE & IZANT COMPANY

By: _____
Name: _____
Title: _____

SELLERS:

BELLMAN-MELCOR HOLDINGS, INC.

By:  _____
Name: Steve Campbell
Title: President



Steve Campbell

Barbara Deckinga

Susan Hennessy

AUTHORIZED REPRESENTATIVE:



Steve Campbell

IN WITNESS WHEREOF, each of the undersigned as duly executed this Membership Interest Purchase Agreement as of the date first above written.

BUYER:

THE PRINCE & IZANT COMPANY

By: _____
Name: _____
Title: _____

SELLERS:

BELLMAN-MELCOR HOLDINGS, INC.

By: _____
Name: Steve Campbell
Title: President

Steve Campbell

DocuSigned by:
Barbara Deckinga
88FA70C97623422...

Barbara Deckinga

Susan Hennessy

AUTHORIZED REPRESENTATIVE:

Steve Campbell

IN WITNESS WHEREOF, each of the undersigned as duly executed this Membership Interest Purchase Agreement as of the date first above written.

BUYER:

THE PRINCE & IZANT COMPANY

By: _____
Name: _____
Title: _____

SELLERS:

BELLMAN-MELCOR HOLDINGS, INC.

By: _____
Name: Steve Campbell
Title: President

Steve Campbell

Barbara Deckinga

DocuSigned by:
Susan Hennessy
...072CE2170C84DE...

Susan Hennessy

AUTHORIZED REPRESENTATIVE:

Steve Campbell

DISCLOSURE SCHEDULES
TO THE
MEMBERSHIP INTEREST PURCHASE AGREEMENT
BY AND AMONG
THE PRINCE & IZANT COMPANY;
SELLERS AS SET FORTH THEREIN;
AND
THE AUTHORIZED REPRESENTATIVE.

DATED AS OF NOVEMBER 9, 2018

This document contains the disclosure schedules (the “Schedules”) to that certain Membership Interest Purchase Agreement (the “Agreement”) dated as of November 9, 2018 (the “Effective Date”), by and among Steve Campbell, an individual, in his capacity as both a Seller and the Sellers’ Representative, Barbara Deckinga, an individual, Susan Hennessey, an individual Bellman-Melcor Holdings, Inc., an Illinois corporation (“Holdings”) (each, a “Seller” and collectively, “Sellers”) and The Prince & Izant Company, an Ohio corporation (“Buyer”). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

Matters reflected in the Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. To the extent any such additional matters are included, they are included for informational purposes and do not necessarily include other matters of a similar nature. In no event shall any disclosure of additional matters be deemed or interpreted to broaden or otherwise amend any of the covenants or representations or warranties in the Agreement. Headings and subheadings have been inserted in the Schedules for convenience of reference only and in no way amend or change the express description thereof as set forth in the Agreement. Disclosure of any fact or item in any Schedule referenced by a particular Section in the Agreement shall be deemed to have been disclosed with respect to every other Section in the Agreement to the extent that it is reasonably apparent from the face of such disclosure that such disclosure would apply to such other Sections.

The specification of any dollar amount or the inclusion of any item in the Schedules is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party to the Agreement shall use the fact of the setting of the amounts or the fact of the inclusion of any item in the Schedules in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in the Schedules is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of the Schedules and the Agreement.

The information contained in the Schedules is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of any Legal Requirement or breach of contract). The parties to the Agreement do not assume any responsibility to any Person that is not a party to the Agreement for the accuracy of any information set forth in the Schedules. The information set forth in the Schedules was not prepared or disclosed with a view to its potential disclosure to others. Subject to Legal Requirements, such information is disclosed in confidence for the purposes contemplated in the Agreement and is subject to the confidentiality provisions of any other agreements. Moreover, in disclosing the information in the Schedules, each party to the Agreement expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

SCHEDULE 3.16

INTELLECTUAL PROPERTY

(a)

Patents:

Record Owner	Patent	Country	Status	Application #	Patent #	Issue Date
Bellman-Melcor Development, LLC	CHANNEL FLUX WIRE	US	Expired	60/808,416		
Bellman-Melcor Development, LLC	FILIER METAL WITH FLUX FOR BRAZING AND SOLDERING	US	Issued	11/753,045	7,858,204	12/28/2010
Bellman-Melcor Development, LLC	FILIER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	PCT	Expired	PCT/US2007/069636		
Bellman-Melcor Development, LLC	FILIER METAL FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	China	Issued	200780027486.6	ZL 200780027486.6	08/02/2012
Bellman-Melcor Development, LLC	FILIER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	Mexico	Issued	MX/8/2008/014998	302328	08/14/2012
Bellman-Melcor Development, LLC	FILIER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	Europe	Pending	07762314.8		
Bellman-Melcor Development, LLC	FILIER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	US	Issued	12/176,126	8,274,014	09/25/2012

Record Owner	Patent	Country	Status	Application #	Patent #	Issue Date
Bellman-Melcor Development, LLC	FILLER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	US	Issued	13/625,206	9,095,937	08/04/2015
Bellman-Melcor Development, LLC	FILLER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF USING SAME	US	Issued	14/527,274	9,731,383	08/15/2017
Bellman-Melcor Development, LLC	FILLER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	US	Issued	14/816,164	10,071,445	09/11/2018
Bellman-Melcor Development, LLC	BONDED BRAZING RING SYSTEM AND METHOD FOR ADHERING A BRAZING RING TO A TUBE	US	Expired	62/202,457		
Bellman-Melcor Development, LLC	BRAZING RING WITH SPIKES AND METHOD FOR SECURING A BRAZING RING TO A TUBE	US	Expired	62/262,134		
Bellman-Melcor Development, LLC	BONDED BRAZING RING SYSTEM AND METHOD FOR ADHERING A BRAZING RING TO A TUBE	US	Pending	15/225,293		
Bellman-Melcor Development, LLC	BONDED BRAZING RING SYSTEM AND METHOD FOR ADHERING A BRAZING RING TO A TUBE	Mexico	Pending	MX/a/2016/010184		
Bellman-Melcor Development, LLC	BRAZING RING WITH SPIKES AND METHOD FOR SECURING A BRAZING RING TO A TUBE	US	Pending	15/352,204		
Bellman-Melcor Development, LLC	BRAZING RING WITH SPIKES AND METHOD FOR SECURING A BRAZING RING TO A TUBE	Mexico	Pending	MX/a/2016/015815		

Record Owner	Patent	Country	Status	Application #	Patent #	Issue Date
Bellman-Melcor Development, LLC	FILLER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF USING SAME	US	Pending	15/676,591		
Bellman-Melcor Development, LLC	FILLER METAL WITH FLUX FOR BRAZING AND SOLDERING AND METHOD OF MAKING AND USING SAME	US	Pending (Precautionary filing; awaiting client's approval)	16/125,967		

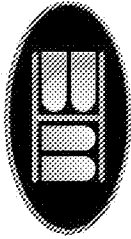
Registered Trademarks:

Record Owner	Trademark	Country	Status	Registration #	Registration Date
Bellman-Melcor Development, LLC	CHANNELFLUX	US	Registered	3,552,524	12/30/2008
Bellman-Melcor, LLC	BRAZING SOLUTIONS FOR A CHANGING WORLD	US	Registered	4,195,414	08/21/2012
Bellman-Melcor Holdings, Inc.	BRAZEIT	US	Registered	4,203,130	09/04/2012
Bellman-Melcor Holdings, Inc.	BRAZEIT	US	Registered	4,254,638	12/04/2012

Domains:

Channelflux.com
Channelflux.net
Channelflux.biz
Channelflux.info
Channelfluxsilver.com
Usechannelflux.com
Bellmannelcor.mx
Bellmannelcor.com.mx

Logo:



BELLMANN-MELCOR, INC.

Brazing Solutions for a Changing World

(c)

The Settlement Agreement.