

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESG SECURITY INC		08/29/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Contemporary Services Corporation		
Street Address:	17101 Superior St.		
City:	Northridge		
State/Country:	CALIFORNIA		
Postal Code:	91325		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4564144	ESG	
Registration Number:	4579340	ESG	
Registration Number:	4579339	ESG SECURITY	
Registration Number:	4596040	ESG SECURITY	
CORRESPONDENCE DATA			
Fax Number:	4052354133		
<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:	405-235-4100		
Email:	ip@phillipsmurrah.com		
Correspondent Name:	Martin G. Ozinga / Phillips Murrah PC		
Address Line 1:	101 N Robinson Ave., Suite 1300		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	21024.00101		
NAME OF SUBMITTER:	Martin G. Ozinga		
SIGNATURE:	/Martin G. Ozinga/		
DATE SIGNED:	07/27/2023		
Total Attachments: 22			
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ASSET PURCHASE AGREEMENT

by and among

ESG SECURITY, INC

as Seller

and

CONTEMPORARY SERVICES CORPORATION

as Buyer

Closing Checklist

Closing Date: September 14, 2021

Effective Date: August 29, 2021

I. Identification of the Parties

Buyer	Contemporary Services Corporation, a California corporation ("Buyer")
Counsel to Buyer	Scott M. Leavitt, VP and General Counsel ("SML")
Seller	ESG Security, Inc., an Indiana corporation ("Seller")
Counsel to Seller	Densborn Blachly LLP ("DB")

II. Closing Documents

	<u>Document</u>
1.	Asset Purchase Agreement
2.	Disclosure Schedules
3.	Purchase Money Secured Promissory Note
4.	Purchase Money Security Agreement
5.	UCC Financing Statement – Buyer
6.	UCC Financing Statement – Termination – Seller
7.	Bill of Sale
8.	Assignment and Assumption Agreement
9.	Premises Lease

	<u>Document</u>
10.	Lease Assignment
11.	Employment Agreement -- Joe Robinson
12.	Secretary's Certificate -- Buyer
13.	Secretary's Certificate -- Seller
14.	Notice of Special Meeting and Resolutions of the Shareholders of
15.	Certified Articles of Incorporation -- Buyer
16.	Certificate of Status -- Buyer
17.	Certified Articles of Incorporation -- Seller
18.	Certificate of Existence -- Seller
19.	Certificate of Existence -- Buyer

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of August 29, 2021, is entered into between ESG Security, Inc., an Indiana corporation ("the "**Seller**" or "**ESG**"), and Contemporary Services Corporation, a California corporation, or its assignee (the "**Buyer**"). Buyer and Seller are individually referred to herein as a "**Party**" and referred to collectively as the "**Parties**."

RECITALS

WHEREAS, Seller is engaged in the business of security and related services (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Purchased Assets (as that term is defined below), subject to the terms and conditions set forth herein;

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 I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following (to the extent not identified as an "Excluded Asset" as defined hereinbelow), and as set forth in Schedule 1.02 of the disclosure schedules attached hereto (the "**Disclosure Schedules**") and incorporated herein by this reference:

(a) all Contracts (the "**Assigned Contracts**"). The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral;

(b) all furniture, fixtures, equipment, machinery, tools, office equipment, equipment used by Seller's employees and in the course of providing the Business' services, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**");

(c) all intangible assets, including intellectual property, of any form that is or may be registered to Seller or that is attributable to Seller as of the date hereof;

(d) all prepaid expenses (excepting prepaid insurance premiums and insurance coverage for protection of Seller and its officers, directors, owners, employees, related persons and affiliates), credits, advance payments, and deposits;

(e) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;

(f) all licenses, permits, and other official records granting permission related to the Business issued by a governmental or private entity;

(g) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, training materials, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "Governmental Authority")); sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("Books and Records"); and

(h) all goodwill and the going concern value of the Purchased Assets and the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the assets, properties, and rights specifically set forth on Schedule 1.02 of the Disclosure Schedules (collectively, the "Excluded Assets").

Section 1.03 Liabilities. Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever. For purposes of this Agreement: (i) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. For purposes of this Agreement, "Liabilities" means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise (including any promises to pay or check made payable from Seller to third parties which have not been satisfied or pay in full as of the Closing Date).

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be [REDACTED] cash plus an amount equal to the accounting fees incurred by Seller in connection with Buyer's due diligence (the "Purchase Price").

Section 1.05 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the

allocation schedule set forth on Schedule 1.05 of the Disclosure Schedules (the "Allocation Schedule"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) ("Tax Returns") in a manner consistent with the Allocation Schedule.

Section 1.06 Third Party Consents. Except for the Assigned Contracts, to the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement to be effective as of 11:59 p.m. Eastern Daylight Time on August 29, 2021, or at such other time or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date."

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
- (i) a bill of sale in substantially the form of Exhibit A attached hereto (the "Bill of Sale") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;
 - (ii) an assignment and assumption agreement in substantially the form of Exhibit B attached hereto (the "Assignment and Assumption Agreement") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets, including intellectual property;
 - (iii) the employment agreement in substantially the form of Exhibit C attached hereto and duly executed by the necessary parties, with respect to the employment and services of Joseph Robinson (the "Employment Agreement");

(iv) a certificate of the Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors and the shareholders of Seller, which authorize the execution, delivery, and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Employment Agreement, the Promissory Note, the Security Agreement, and any and all other ancillary agreements, instruments, and documents to be delivered in connection with this Agreement or at the Closing (collectively, the "Transaction Documents") and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents;

(v) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement; and

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) a promissory note in the amount of [REDACTED] (the "Promissory Note") executed at the Closing by Buyer in substantially the form of Exhibit D;

(ii) a purchase money security agreement in substantially the form of Exhibit E (the "Security Agreement") identifying the Sale Assets purchased by Buyer as collateral;

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

(iv) the Employment Agreement duly executed by Buyer; and

(c) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

Section 2.03 Post-Closing Deliverables. On or before September 30, 2021, Buyer shall have delivered to Seller an assignment and assumption agreement of that certain Indiana State Fair Commission Office Lease, Agreement No. TEN202100006, for the premises located at Indiana State Fairgrounds, Discovery Hall, 1202 East 38th Street, Suites 101 and 300, Indianapolis, IN 46205 (the "Lease"), executed by Seller and the Indiana State Fair Commission (the "Assignment and Assumption of Lease"). Such Assignment and Assumption of Lease shall state that, upon execution by Buyer, Seller and the Indiana State Fair Commission ("Landlord"), Seller shall have no further obligations under the Lease. Buyer acknowledges and agrees to pay all rent due and payable under the Lease, commencing September 1, 2021. Buyer further acknowledges and agrees that Seller shall have the right to give notice of termination to Landlord as provided in the Lease in the event Buyer fails to deliver the Assignment and Assumption of Lease as provided herein.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a corporation duly organized and validly existing under the Laws of the State of Indiana. Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of incorporation, bylaws, or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority (collectively, "Law") or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority ("Governmental Order") applicable to Seller, the Business, or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity ("Person") or require any permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any Contract to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (e) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance ("Encumbrance") on the Purchased Assets.

Section 3.03 Financial Statements. Complete copies of the unaudited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2018, 2019 and 2020 and the related statements of income and retained earnings, shareholders' equity, and cash flow for the years then ended, to the extent available (the "Financial Statements") have been delivered to Buyer. The Financial Statements fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2020 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date."

Section 3.04 Undisclosed Liabilities. Except as set forth in Schedule 3.04 of the Disclosure Schedules, Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount. In particular, Seller has no Liabilities with respect to taxes, payroll taxes or workers compensation claims. To the extent that any Liabilities do exist (or claims related to such Liabilities arise) as of the Closing Date, whether to Seller's knowledge or otherwise, Seller represents and warrants that Seller shall be solely responsible such Liabilities and any indemnification provisions set forth in this Agreement shall apply.

Section 3.05 Absence of Certain Changes, Events, and Conditions. Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Business; or (b) the value of the Purchased Assets.

Section 3.06 Assigned Contracts. Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Assigned Contract. Except for Assigned Contracts which prohibit assignment or a change in control of Seller, or require consent to assignment by Seller, no event or circumstance has occurred that would constitute an event of default under any Assigned Contract or result in a termination thereof. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer. There are no disputes pending or threatened under any Assigned Contract.

Section 3.07 Title to Purchased Assets. Seller has good and valid title to all of the Purchased Assets, free and clear of Encumbrances.

Section 3.08 Condition and Sufficiency of Assets. Each item of Tangible Personal Property is structurally sound, is in good operating condition and repair, and is adequate for the uses to which it is being put, and no item of Tangible Personal Property needs maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted.

Section 3.09 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Schedule 3.09 of the Disclosure Schedules, there are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "Actions") pending or, to Seller's knowledge, threatened against or by Seller: (a) relating to or affecting the Business or the Purchased Assets; or (b) that challenge or seek to prevent, enjoin, or

otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding issues concerning, and Seller is in full compliance with, all Governmental Orders against, relating to, or affecting the Business or the Purchased Assets.

Section 3.10 Compliance with Laws. Seller is in material compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

Section 3.11 Taxes. All Taxes due and owing by Seller as of the Closing Date have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. All Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete, and correct in all respects. The term "Taxes" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

Section 3.12 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 3.13 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of California. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Buyer. This Agreement and the

Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of incorporation, bylaws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 4.03 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

ARTICLE V COVENANTS

Section 5.01 Confidentiality. From and after the Closing, neither Party, nor any affiliate or subsidiary of either, shall disclose the terms of this Agreement or its existence to any person, other than their respective officers, shareholders, board of directors, accountants and legal counsel, without the written consent of Buyer, unless to the extent that Seller can show that such information: (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates, or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed. Seller shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Non-Competition; Non-Solicitation.

(a) Seller acknowledges the highly competitive nature of the Business and accordingly agrees, in connection with the sale of the Purchased Assets, including the goodwill of the Business, which Buyer considers to be a valuable asset, and in exchange for good and valuable consideration, for a period of two (2) years commencing on the Closing Date (the "**Restricted Period**"), not to, directly or indirectly, (i) engage in or assist others in engaging in event security services (the "**Restricted Business**") in the States of Indiana or Kentucky, or in any other jurisdiction in which Seller operated the Business at any time prior to the Closing (the "**Territory**"); or (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, director, member, manager, employee, principal, agent, trustee, or consultant. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which

controls, such Person and does not, directly or indirectly, own two percent (2%) or more of any class of securities of such Person. This Section 5.02 does not, in any way, restrict or impede Seller from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable Law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the Law, regulation or order. Seller shall promptly provide written notice of any such order in accordance with Section 7.02 hereof.

(b) During the Restricted Period, Seller shall not, directly or indirectly, hire or solicit any person who is or was employed in the Business on the Closing Date except pursuant to a general solicitation which is not directed specifically to any such employees; *provided that* nothing in this Section 5.02(b) shall prevent Seller from hiring (i) any employee whose employment has been terminated by Buyer; or (ii) after one (1) year from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that the restrictions contained in this Section 5.02 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.02 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this Section 5.02 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.03 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.04 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to a Purchased Asset, Seller or such Affiliate shall remit such funds to Buyer within five (5) business days after its receipt thereof; provided, that Seller shall retain any and all such funds which constitute an Excluded Asset, specifically including, without limitation, Seller's Accounts Receivable. From and after the Closing, if Buyer or any of its Affiliates receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to Seller within five (5) business days after its receipt thereof. As used herein, "Seller's Accounts Receivable" means all accounts receivable of Seller generated up to and including the Closing Date.

Section 5.05 Transfer Taxes. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.06 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 6.02 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE VI, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto;

(c) any Third Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Purchased Assets) conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "**Third Party Claim**" means notice of the assertion or commencement of any Action made or brought by any Person who is not a Party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing.

Section 6.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VI, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of

them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any schedule, certificate, or exhibit related thereto as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or any schedule, certificate, or exhibit related thereto, including but not limited to the breach of an assigned contract occurring after the Closing Date.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Cumulative Remedies. The rights and remedies provided in this ARTICLE VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the

recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller: ESG Security, Inc.
Indiana State Fairgrounds
Discovery Hall
1202 East 38th Street, Suite 101
Indianapolis, IN 46205
Email: joseph@esgsecurity.com
Attention: Joe Robinson

with a copy to: Densborn Blachly, LLP
500 East 96th Street, Suite 100
Indianapolis, IN 46240
Facsimile: (317) 218-3919
Email: eschmadeke@dblaw.com
Attention: Eric D. Schmadeke

If to Buyer: Contemporary Services Corporation
17101 Superior Street
Northridge, California 91325
Facsimile: (818) 885-0609
Email: sleavitt@csc-usa.com
Attention: Scott Leavitt

with a copy to: G&B Law, LLP
16000 Ventura Boulevard, Suite 1000
Encino, California 91436
Facsimile: (818) 986-6534
Email: jfeltong@gblawllp.com
Attention: James R. Felton, Esq.

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings

and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits, and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder, including by merger or operation of law, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section 7.06 shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the city of Los Angeles and county of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.10 Attorney's Fees. If any legal action or any other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Section 7.11 Election of Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity or otherwise. The waiver or excuse by either Party as to any breach, default, or deficiency in the performance

by the other Party of any duty or obligation by the other Party to be performed hereunder shall not constitute or be deemed a continuing waiver or excuse of the same or any other duty or obligation owed by the other.

Section 7.12 Further Assurance. Each of the Parties hereby agrees to execute such additional documents and take such further actions as may be reasonably necessary to carry into effect the provisions of this Agreement.

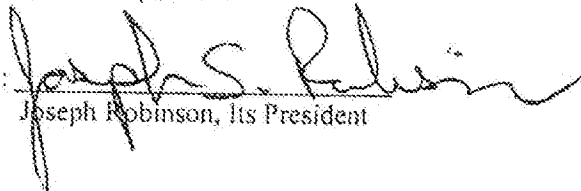
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

"SELLER"

ESG SECURITY, INC.,
an Indiana Corporation

By:

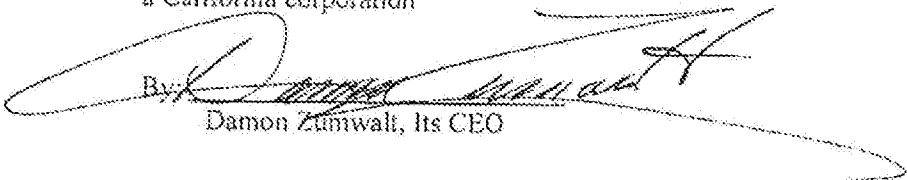


Joseph Robinson, Its President

"BUYER"

CONTEMPORARY SERVICES CORPORATION,
a California corporation

By:



Damon Zumwalt, Its CEO

**DISCLOSURE SCHEDULES
to
ASSET PURCHASE AGREEMENT**

between

**CONTEMPORARY SERVICES CORPORATION,
as Buyer**

and

**ESG SECURITY, INC.,
as Seller**

Dated August 29, 2021

Schedule 1.02
Excluded Assets

Bank accounts

Cash on hand

Cash in bank accounts

Seller's Accounts Receivable (as defined in Section 5.04)

Tax refunds

Personal items of Joseph Robinson

- gifts, honorariums, photos, etc.
- any and all weightlifting equipment
- two gigantic leather side chairs built for fat people
- personal cell phone and cell phone numbers of Joseph Robinson

Vehicles:

- 2019 GMC Sierra K1500, VIN 3GTU9AEF5KG205452
- Honda Pilot, VIN 5FNYP4H98C8018943

Schedule 1.05
Allocation of Purchase Price

Tangible Assets
Goodwill
Total Purchase Price



Schedule 3.04
Undisclosed Liabilities

Workers Compensation Claim – Darlene Brooks, 44077376

Schedule 3.09
Legal Proceedings

Jorge Rodriguez v. ESG Security Supervisor Scott and ESG Security, Inc.
Marion County, Indiana Small Claims Court, Center Township
Cause No. 49K01-2106-SC-001889

Michaele Schon and Neal Schon v. Mike Frantz and ESG Security, Inc.
Allen County, Indiana Superior Court
Cause No. 02D02-1708-CT-000426

Marcia Wheatley v. AEG Management Louisville, LLC and ESG Security, Inc.
Jefferson County, Kentucky Circuit Court
Cause No. 19-CI-007502