

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835916

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
RESUBMIT DOCUMENT ID:	900795283		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western First Aid & Safety, LLC		09/29/2017	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Aramark Uniform & Career Apparel, LLC		
Street Address:	115 North First Street		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91501		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4386764	WESTERN FIRST AID & SAFETY	
Registration Number:	4378832	WESTERN FIRST AID	
CORRESPONDENCE DATA			
Fax Number:	2157017273		
<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:	2156657273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
Address Line 2:	Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	553740		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	08/31/2023		
Total Attachments: 21			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this 29th day of September, 2017 by and among **WESTERN FIRST AID & SAFETY, LLC**, a Kansas limited liability company (“Seller”), Thomas D. Lyons, Richard M. Washburn and James P. Riggs III (each a “Shareholder” and collectively the “Shareholders”), and **ARAMARK UNIFORM & CAREER APPAREL, LLC**, a Delaware limited liability company (“Buyer”).

ARTICLE I Purchase; Closing

Section 1.1 **Purchase and Sale:** Seller agrees to sell and Buyer agrees to purchase, for the aggregate Purchase Price set forth in Section 1.4, all of Seller’s right, title and interest in and to all of Seller’s property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, used by Seller in connection with Seller’s provision to its customers (the “Customers”) of first aid and safety products and services (collectively, the “Assets”), including the following (but excluding the Excluded Assets (as defined below)):

(a) **Customer Contracts:** All of Seller’s contracts, agreements or other arrangements, oral or written, including, without limitation, those listed on Schedule 1.1(a), between Seller and any of the Customers relating to the provision of first aid and safety products and services (the “Business”) to each such Customer (collectively, the “Customer Contracts”), and all of the Seller’s rights under the Customer Contracts;

(b) **Other Contracts:** Except as set forth in Schedule 1.2(e), all of Seller’s contracts, agreements or other arrangements, oral or written, including, without limitation, those listed on Schedule 1.1(b), between Seller and any other person (i) under which Seller has or may acquire any rights or benefits; ii) under which Seller has or may become subject to any obligation or liability; or (iii) by which Seller or any of the assets owned or used by Seller is or may become bound (collectively, the “Other Contracts”);

(c) **Personal Property:** Except as set forth in Schedule 1.2(j), all of Seller’s right, title and interest in the following fixed assets and equipment (including any assignable warranty rights associated with such assets and equipment) and other tangible personal property (collectively, the “Personal Property”) used in the Business: (i) all equipment and parts, whether at Customer locations or otherwise, (referred to herein as the “Equipment”), (ii) all inventories of salable and usable products and supplies located at Customer locations, in Seller’s warehouse or otherwise and used or consumed in connection with the Business (referred to herein as the “Inventory”) and (iii) all machinery, equipment, tools, computer hardware, telephone equipment, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller;

(d) **Intangible Property**: All of the intangible rights and intellectual property assets of Seller, including patents, trademarks, service marks, copyrights, applications for each of the foregoing, know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints, going concern value, goodwill, telephone numbers, telecopy and e-mail and website addresses and listings;

(e) **Permits and Licenses**: To the extent transferable, all regulatory entitlements, certificates, licenses, registrations and registration numbers, qualifications and all other permits and governmental authorizations relating to the Assets or the Business required by any governmental authority; and

(f) **Books and Records**: Other than any Excluded Assets of the type described in Section 1.2(b) and Section 1.2(f), copies of all books, records, files and documents relating to the Business including books of account, ledgers, journals, records of accounts receivable and payable, cost and pricing information, inventory records, maintenance asset history records, business reports, employee files, plans on projections, credit information, client lists, contact lists and prospect lists for any past, present or future sales initiatives of the Business and all other correspondence, data and information in any format or media whatsoever. Buyer acknowledges Seller's right to retain its books of account and copies of other documents, as may be necessary for income tax and other related reporting purposes.

Section 1.2 Excluded Assets; Treatment of Accounts Receivable. Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all minute books, membership interest records and corporate seals;
- (c) those rights relating to deposits and prepaid expenses and claims for refunds;
- (d) all insurance policies and rights thereunder;
- (e) all of the Other Contracts listed in Schedule 1.2(e);
- (f) all personnel records and other records that Seller is required by law to retain in its possession;
- (g) all claims for refund of taxes and other governmental charges of whatever nature;
- (h) all rights in connection with and assets of any employee benefit plan;

(i) all rights of Seller under this Agreement and the Bill of Sale and Assignment and Assumption (as defined below); and

(j) the property and assets expressly designated in Schedule 1.2(j).

For the avoidance of doubt, any accounts receivable that accrue on or before the Closing Date (as defined below) shall remain the property of the Seller (the "Seller Accounts Receivable"), and any accounts receivable that accrue after the Closing Date shall be the property of the Buyer ("Buyer Accounts Receivable"). To the extent that any payment on the Seller Accounts Receivable is made to Buyer, Buyer shall promptly transmit such funds to the Seller. To the extent that any payments on the Buyer Accounts Receivable are made to Seller, Seller shall promptly transmit such funds to the Buyer. Seller shall have the right to use commercially reasonable efforts to collect any Seller Accounts Receivable; provided, however, that Seller may not commence litigation or threaten to commence litigation in order to collect such Seller Accounts Receivable without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed.

Section 1.3 Closing: The closing under this Agreement (the "Closing") will take place on September 29, 2017 (the "Closing Date"), or such other time as the parties hereto may agree upon.

Section 1.4 Purchase Price: Buyer shall pay to Seller a purchase price equal to \$6,200,000 plus the Earnout (as defined below) (collectively, the "Purchase Price"), payable in accordance with Section 1.5.

Section 1.5 Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with the following schedule:

(a) Payment, on the Closing Date, by wire transfer, in the amount of \$6,200,000; and

(b) Payment of the Earnout in accordance with the provisions of Section 1.6, below.

Section 1.6 Earnout:

(a) In addition to the portion of the Purchase Price payable at Closing, Buyer will pay additional amounts to Seller as follows (the "Earnout"):

(1) For the period between September 30, 2017 and the end of Buyer's fiscal year on or about September 30, 2018 (the "Initial Year"), Buyer will pay to Seller ten percent (10%) of Buyer's total revenue reported on Buyer's internal financial statements ("Revenue") from first aid and safety products supply and services operations ("First Aid Operations") in excess of \$3.0 million (excluding Revenue from First Aid Operations acquired from a prospective acquisition actively pursued by Buyer prior to the Closing); and

(2) For each of Buyer's fiscal year periods ending on or about September 30, 2019, 2020, 2021 and 2022 (each a "Subsequent Year"), Buyer will pay to Seller ten percent (10%) of Buyer's Revenue from First Aid Operations in excess of Buyer's Revenue from First Aid Operations in the prior Initial Year or Subsequent Year, as applicable.

(b) Within sixty (60) calendar days following the end of the Initial Year or each Subsequent Year, Buyer shall deliver to Seller (1) a notice (each an "Earnout Notice") (A) stating the amount to be paid pursuant to the Earnout for such Initial Year or Subsequent Year, if any, (B) specifying in reasonable detail Buyer's calculation of such amount, and (C) attaching documentation demonstrating the basis for such calculation, and (2) payment of the applicable amount with respect to the Earnout, regardless of whether or not Seller objects to the Earnout calculation pursuant to Section 1.6(c). In the event that Buyer undergoes any reorganization or change in accounting presentation, methods or principles that results in Buyer's Revenue from First Aid Operations not being reported on the internal financial statements of Buyer, then Buyer and Seller will mutually agree on a revised method to properly account for and report the Revenue from Buyer's First Aid Operations and resulting Earnout calculation.

(c) Seller shall, within thirty (30) calendar days after delivery of an Earnout Notice, deliver to Buyer in writing any objection thereto (each a "Written Objection"). Any such Written Objection shall be in reasonable detail and include the specific component or components of Buyer's Earnout calculation in dispute. To the extent not specifically and expressly disputed in a timely manner, Buyer's Earnout calculation shall be conclusive and binding. If Seller objects to Buyer's Earnout calculation with a Written Objection prior to the expiration of such thirty (30) calendar day period, Buyer and Seller shall use their reasonable best efforts to resolve such dispute during the sixty (60) calendar days following Seller's delivery of such Written Objection. If the dispute is not resolved during such sixty (60) calendar day period, Buyer and Seller shall submit the final determination of the Earnout calculation to PricewaterhouseCoopers LLP, or such other party as Buyer and Seller may agree (the "Independent Accountant"). Buyer and Seller shall each cooperate with any reasonable requests by the Independent Accountant related to resolving the dispute. The Independent Accountant shall, within thirty (30) calendar days of Independent Accountant's receipt of the Earnout Notice and the Written Objection, inform the Buyer and Seller in writing of the Independent Accountant's determination of the Earnout calculation. Such determination shall be final, binding and conclusive on the Buyer and Seller and the Seller shall promptly deliver payment to Buyer, if applicable, for any difference between the Earnout payment previously delivered pursuant to Section 1.6(b) and the Earnout amount determined by the Independent Accountant. In resolving the Earnout calculation dispute, the Independent Accountant shall only assign a value for the Earnout within the range of values between the amount assigned to the Earnout by the Buyer in the Earnout Notice and by the Seller in the Written Objection. The fees and expenses of the Independent Accountant shall be paid by the Seller, on the one hand, and the Buyer, on the other hand, based upon the fraction for each party where (i) the numerator is the positive difference between the amount claimed by the Buyer in the Earnout Notice or the Seller in the Written Objection, respectively, and the Earnout amount determined by the Independent

Accountant and (ii) the denominator is the positive difference between the value for the Earnout claimed by the Buyer in the Earnout Notice and the Seller in the Written Objection.

Section 1.7 Assumption of Liabilities. Buyer does not assume any of Seller's indebtedness, liabilities or obligations (or any indebtedness, liabilities or obligations of the Shareholders) whether arising or relating to the period on or prior to the Closing Date or the period after the Closing Date; provided, however, that Buyer hereby assumes Seller's liabilities and obligations arising under the Customer Contracts and Other Contracts arising after the Closing (the "Assumed Liabilities").

ARTICLE II **Representations and Warranties of Seller and Shareholders**

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller and the Shareholders, each jointly and severally, represents and warrants to Buyer that:

Section 2.1 Organization in Good Standing: Seller has been duly organized and is legally existing and in good standing under the laws of the State of Kansas and is qualified to own the Assets and operate the Business as presently conducted in any jurisdiction where such qualification is required.

Section 2.2 Authorization; Enforceability: Each of Seller and each Shareholder has all necessary power, capacity and authority (corporate and otherwise) to enter into this Agreement and the other agreements contemplated herein and to carry out their obligations hereunder and thereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of Seller. This Agreement constitutes a valid and binding obligation of Seller and each Shareholder enforceable against each of them in accordance with the terms of this Agreement.

Section 2.3 Right to Sell: Seller has good and marketable title to, or in the case of leased property has a valid leasehold interest in, all of the Assets, free and clear of any mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances. Except as set forth on Schedule 2.3, Seller is exclusively entitled to possess and dispose of the Assets and to otherwise perform its obligations hereunder without the approval or consent of any person or governmental agency.

Section 2.4 Condition of Assets; Inventory: The Personal Property is in good operating condition and repair and working order, normal wear and tear excepted. Schedule 2.4 contains a complete and accurate list of the 25 largest customers of the Seller (based on sales for the eight months ended August 31, 2017) (each a "Major Customer"). Each Major Customer has an account with the Seller in good standing and is current in its obligations to Seller and Seller has no

knowledge of any intention of any of the Major Customers to cease being a customer of Seller. The Inventory is solely comprised of product suitable for sale to the Customers consistent with past practices.

Section 2.5 Sufficiency of Assets: The Assets (other than the Excluded Assets) constitute of all of the assets necessary to provide first aid and safety products and services to the Customers in substantially the same manner as provided by Seller prior to the Closing.

Section 2.6 Litigation: There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the knowledge of Seller or any Shareholder, threatened nor, to the knowledge of Seller, is there any basis therefore against or relating to Seller or affecting Seller's property or business (or against or relating to any Shareholder) which might materially adversely affect the Assets or Seller's ability to transfer the Assets to Buyer as contemplated by this Agreement. For purposes of this Section 2.6, "knowledge of Seller" means actual knowledge of Jim Riggs and his direct reports responsible for the day-to-day management of the business.

Section 2.7 Brokers or Finders Fees: No person or entity acting on behalf of Seller is or will be entitled to any brokers or finders fee or any other similar commissions directly or indirectly from Buyer. Any fee required to be paid to any broker or finder acting on behalf of Seller or the Shareholders entitled to compensation as a result of the transactions contemplated herein shall be paid by Seller or the Shareholders.

Section 2.8 Absence of Undisclosed Liabilities: Seller has no liabilities or obligations of any nature (whether asserted or unasserted and whether accrued, absolute, contingent or otherwise), except for liabilities incurred in the ordinary course of business.

Section 2.9 Full Disclosure: No representation or warranty by Seller or any Shareholder in this Agreement or in any document to be delivered by Seller or any Shareholder pursuant hereto, and no list, certificate, document, instrument or other written information furnished or to be furnished to Buyer pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make any statement herein or therein not misleading or necessary to a complete and correct presentation of the financial condition and all other material aspects of the Assets and the Business.

ARTICLE III **Representations and Warranties of Buyer**

As an inducement to Seller and Shareholders to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller and Shareholders that:

Section 3.1 **Organization in Good Standing:** Buyer has been duly organized and is legally existing and in good standing under the laws of the State of Delaware.

Section 3.2 **Authorization; Enforceability:** Buyer has all necessary corporate power, capacity and authority to enter into this Agreement and the other agreements contemplated herein and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of Buyer. This Agreement constitutes a valid and binding obligation of Buyer enforceable against it in accordance with the terms of this Agreement.

Section 3.3 **Brokers or Finders Fees:** No person or entity acting on behalf of Buyer is or will be entitled to any brokers or finders fee or any other similar commissions directly or indirectly from Seller. Any fee required to be paid to any broker or finder acting on behalf of Buyer entitled to compensation as a result of the transactions contemplated herein shall be paid by Buyer.

ARTICLE IV **Additional Agreements of Seller and Buyer**

Seller, each Shareholder and Buyer each covenants and agrees as follows:

Section 4.1 **Covenant Not to Compete; Non-solicitation:** Seller and each Shareholder agrees that it will not (i) for a period of five (5) years after the Closing Date, own, participate in or engage (directly or indirectly) as an employer, employee, agent, consultant, or otherwise, with any enterprise engaged, in whole or in part, in a business that competes with the Business; (ii) for a period of five (5) years from the Closing Date, hire any employee of Buyer, and (iii) utilize or disclose any information concerning proprietary or confidential information relating to the operations of the Business as constituted immediately prior to the Closing. In the event the provisions of this Section 4.1 should be deemed to exceed limitations permitted by applicable law, such provisions shall be deemed reformed to the maximum extent permitted by applicable law. Seller and each Shareholder specifically acknowledges and agrees that the foregoing restrictions are reasonable and necessary to protect the legitimate interests of Buyer, that Buyer would not have entered into this Agreement in the absence of such restrictions, that any violation of such restrictions will result in irreparable injury to Buyer, that the remedy at law for any breach of the foregoing restrictions will be inadequate, and that, in the event of any such breach, Buyer, in addition to any other relief available to it, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course and to permanent injunctive relief without the necessity of proving actual damages. Nothing in this Section 3.1 shall prohibit any Shareholder's or any Transferred Employee's (as defined below) employment with Buyer after the Closing or prevent Seller's performance of obligations under the TSA (as defined below).

Section 4.2 Employees: Buyer shall, within thirty (30) days of the Closing, offer employment to all employees of Seller, contingent upon these employees successfully passing Buyer's employee screening/background check protocols, and any such employees that have accepted employment with Buyer shall commence employment with Buyer within thirty (30) days of the Closing. Buyer and Seller shall cooperate in the timing of termination of the employees by Seller and the hiring of the employees by Buyer during the term of the TSA. Each such employee who accepts Buyer's offer of employment and commences employment with Buyer shall for the purposes of this Agreement be individually a "Transferred Employee" and collectively the "Transferred Employees." Except as set forth in the TSA, Seller will retain responsibility for all costs associated with (i) the Transferred Employees arising out of their employment by Seller prior to the Closing and the consummation of the transactions contemplated hereby and (ii) the employees of the Business who are not Transferred Employees, if any, in each case including but not limited to, severance costs. Seller and each Shareholder will be responsible for and agree to jointly and severally indemnify, defend and hold harmless Buyer with respect to all payments and liabilities associated with the Transferred Employees arising out of their employment by Seller prior to the Closing or the consummation of the transactions contemplated hereby. With respect to retirement plan vesting (i.e., 401(k) plan), health and welfare plan eligibility and annual vacation accrual, Buyer shall, or cause its affiliates to, recognize all service of each Transferred Employee with Seller, as if such service were with Buyer.

ARTICLE V
Conditions of Obligation of Buyer

The obligation of Buyer to purchase the Assets in accordance with this Agreement shall be subject to the fulfillment, satisfaction or waiver prior to or on the Closing Date of each of the following conditions precedent:

Section 5.1 Correctness of Representations and Warranties: All representations and warranties of Seller and Shareholder contained in this Agreement or otherwise made pursuant to this Agreement, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, with the same force and effect as though made at and as of such date.

Section 5.2 Performance of Obligations: Seller and Shareholders shall have performed and complied with all of the obligations, covenants and conditions required by this Agreement to be performed or complied with by them on or prior to the Closing Date.

Section 5.3 Consents: Buyer shall have received from Seller all third party and government approvals and consents Buyer deems necessary, in its sole discretion, to effectuate the assignment or transfer of the Assets.

Section 5.4 Receipt of Documents. Buyer shall have received from Seller executed copies of the following documents:

(a) An assignment and assumption and bill and sale regarding the transfer of the Assets (the “Bill of Sale and Assignment and Assumption”);

(b) a Transition Services Agreement (the “TSA”) in form and substance satisfactory to Buyer, pursuant to which Seller will provide certain post-closing transition assistance to Buyer; and

(c) The written acceptance of Jim Riggs of the employment offer letter prepared by Buyer setting forth the terms and conditions of his employment by Buyer after the Closing.

Section 5.5 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article V that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE VI **Conditions of Obligation of Seller**

The obligation of Seller to sell and convey the Assets in accordance with this Agreement shall be subject to the fulfillment, satisfaction or waiver prior to or on the Closing Date of each of the following conditions precedent:

Section 6.1 Correctness of Representations and Warranties: All representations and warranties of Buyer contained in this Agreement or otherwise made pursuant to this Agreement, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, with the same force and effect as though made at and as of such date.

Section 6.2 Performance of Obligations: Buyer shall have performed and complied with all of the obligations, covenants and conditions required by this Agreement to be performed or complied with by them on or prior to the Closing Date.

Section 6.3 Receipt of Documents. Seller shall have received from Buyer executed copies of the following documents:

- (a) the Bill of Sale and Assignment and Assumption; and
- (b) the TSA.

Section 6.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VI that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE VII

Indemnification

Section 7.1 Indemnification by Seller and Shareholders: From and after the Closing, Seller and Shareholders agree to jointly and severally reimburse, indemnify, defend and hold harmless Buyer, its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, attorneys, representatives, successors and assigns (each such person is referred to herein as a “Buyer Indemnified Party”), against and in respect of any damages, losses, liabilities, obligations, liens, assessments, judgments, diminution in value, taxes, fines, penalties and claims of any kind, interest or expenses (including attorneys’ fees and expenses) (collectively, the “Losses”) arising from: (a) a breach of any representation, warranty or obligation of Seller, or its employees or representatives, under this Agreement, or the breach or nonperformance of any covenant, agreement or obligation to be performed by Seller hereunder; (b) any liability, claim, obligation, judgment, action or proceeding of any nature whatsoever (whether now existing or hereafter arising or acquired, whether contingent or liquidated, direct or indirect), other than the Assumed Liabilities, relating to the Assets, the Business or Seller’s operations prior to or existing on the day of the Closing, and (c) the Excluded Assets.

Section 7.2 Indemnification by Buyer: From and after the Closing, Buyer agrees to reimburse, indemnify, defend and hold harmless Seller, and its respective shareholders, directors, officers, employees, attorneys, representatives, successors and assigns (each such person is referred to herein as a “Seller Indemnified Party” and together with each Buyer Indemnified Party, the “Indemnified Parties”), against and in respect of any Losses arising from: (a) a breach of any representation, warranty or obligation of Buyer, or its employees or representatives, under this Agreement, or the breach or nonperformance of any covenant, agreement or obligation to be performed by Buyer hereunder; and (b) any liability, claim, obligation, judgment, action or proceeding of any nature whatsoever (whether now existing or hereafter arising or acquired, whether contingent or liquidated, direct or indirect) related to the Assumed Liabilities.

Section 7.3 Limitation on Indemnification:

(a) No monetary amount shall be payable by Seller and Shareholders to a Buyer Indemnified Party pursuant to Section 7.1 or by Buyer to a Seller Indemnified Party pursuant to Section 7.2, respectively, for any Losses until the aggregate amount of Losses actually incurred by the Indemnified Party with respect to such claims exceeds, on a cumulative basis, an amount equal to \$62,000 (the “Basket”), in which event such indemnifying party shall be responsible only for the amount in excess of the Basket.

(b) The total amount of the Seller’s and Shareholders’ obligations with respect to claims by the Buyer pursuant to Section 7.1, or the Buyer’s obligation with respect to claims by the Seller pursuant to Section 7.2, shall be limited to an aggregate maximum amount of \$1,240,000.

(c) All amounts required to be paid under this Agreement shall be paid in full, without any set-off, counterclaim or withholding on account of any obligation owed to any other party hereto.

ARTICLE VIII
Other Provisions

Section 8.1 Survival of Representations and Warranties: Other than the representations and warranties contained in Sections 2.1, 2.2, 2.7, 3.1, 3.2 and 3.3 (collectively, the “Fundamental Representations”), all of the respective representations, warranties, covenants and agreements herein contained on the part of each of the parties hereto shall survive the Closing for a period of eighteen (18) months. The Fundamental Representations on the part of each of the parties hereto shall survive indefinitely.

Section 8.2 Applicable Law, Forum Selection, Waiver of Jury Trial: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws. Each of the parties hereto expressly waives any right it may have to a trial by jury in any action to enforce this Agreement, arising out of or related to this Agreement or concerning the subject matter of this Agreement or the relationship of the parties hereto.

Section 8.3 Notices: Any and all notices required to be given hereunder or other communications to or from the parties hereto shall be in writing and be sent by facsimile, hand-delivery, by nationally recognized overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the parties as follows:

To Seller
And Shareholders: 5360 College Blvd., Suite 100
Overland Park, KS 66211
Attn: Richard Washburn

With a copy to: Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
Attn: John Moore

To Buyer: Aramark Uniform & Career Apparel, LLC
115 N. First Street
Burbank, CA 91501
Attn: Legal Department

Section 8.4 **Press Releases and Public Announcements:** No press release or other public announcement related to this Agreement or the transactions contemplated hereby shall be issued by either party without the prior approval of the other party, such approval not to be unreasonably withheld.

Section 8.5 **Further Assurances:** Seller and Buyer each agrees that, upon reasonable notice, promptly and without charge, it shall execute and deliver or cause to be executed or delivered to any one of them, such further instruments, documents and conveyances and shall take such other action as may be reasonably required to more effectively carry out the terms and provisions of this Agreement and the transactions contemplated herein.

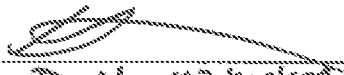
Section 8.6 **Expenses:** Except as otherwise expressly provided herein, Buyer, on the one hand, and Seller, on the other hand, will pay all fees and expenses (including, without limitation, legal and accounting fees and expenses) incurred by them in connection with the transactions contemplated hereby.

Section 8.7 **Counterparts:** This Agreement and any other document delivered pursuant hereto may be executed and delivered (including by facsimile, PDF or other electronic copy means) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document and shall become effective when one or more of the counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Signature Page Follows]

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

ARAMARK UNIFORM & CAREER APPAREL, LLC
("Buyer")

By: 
Name: David Michaelson
Title: Vice President

WESTERN FIRST AID & SAFETY, LLC
("Seller")

By: _____
Name:
Title:

Thomas D. Lyons
("Shareholder")

By: _____

Richard M. Washburn
("Shareholder")

By: _____

James P. Riggs III
("Shareholder")

By: _____

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

ARAMARK UNIFORM & CAREER APPAREL, LLC
("Buyer")

By: _____
Name:
Title:

WESTERN FIRST AID & SAFETY, LLC
("Seller")

By: Thomas D. Lyons
Name: Thomas D Lyons
Title: Managing Partner

Thomas D. Lyons
("Shareholder")

By: Thomas P. Lyons

Richard M. Washburn
("Shareholder")

By: Richard M. Washburn

James P. Riggs III
("Shareholder")

By: James P. Riggs III

SCHEDULE 1.1(a)

Customer Contracts

Master Purchase Agreement for Goods and Services between Halliburton Energy Services, Inc. and Western First Aid and Safety LLC, dated April 29, 2016.

Scope of Work and Compensation Agreement between ConocoPhillips and Western First Aid and Safety, LLC dated February 15, 2016, and related underlying Master Agreement between ConocoPhillips and Western First Aid and Safety, LLC.

Basic Purchase Agreement between Cherokee Nation Business, LLC and Western First Aid and Safety dated August 24, 2017.

General Service Agreement between The Golf Channel and Western First Aid and Safety dated September 14, 2017.

SCHEDULE 1.1(b)

Other Contracts

Module Subscription Order between Western First Aid and Safety, LLC and CA Washington, LLC, as amended by Amendment 6 dated April 1, 2017.

Do it Best Corp. Program Agreement between Western First Aid and Safety LLC and Do it Best Corp dated October 11, 2013.

Do it Best Corp. Membership Agreement between Western First Aid and Safety LLC and Do it Best Corp dated October 11, 2013.

Proposal & Purchase Agreement between Western First Aid and BMobile Route Software dated October 16, 2014.

Multiple Service contracts on GPS Tracking devices for the vehicles between GPSTrackIt.com and Western First Aid and Safety. See below for details:

Serial Number	Order Number	Order Date	Contract Length	Months Fulfilled	Months Remaining	Monthly Fee	Service Balance Due
4641145552	18300	1/21/2014	36	36	0	\$ 19.99	\$ -
4641289014	21948	2/6/2015	36	29	7	\$ 19.99	\$ 139.93
4641289034	21948	2/6/2015	36	29	7	\$ 19.99	\$ 139.93
4641365791	23054	5/20/2015	36	26	10	\$ 19.99	\$ 199.90
4644013164	24530	9/23/2015	36	22	14	\$ 19.99	\$ 279.86
4644037969	26259	2/23/2016	36	17	19	\$ 19.99	\$ 379.81
4644030240	26420	3/7/2016	36	16	20	\$ 19.99	\$ 399.80
4644078671	29396	11/8/2016	36	5	31	\$ 19.99	\$ 619.69
4644078787	29396	11/8/2016	36	5	31	\$ 19.99	\$ 619.69
4644078892	29396	11/8/2016	36	5	31	\$ 19.99	\$ 619.69
4764185847	30790	3/3/2017	36	5	31	\$ 19.99	\$ 619.69
4764209067	32582	7/21/2017	0	0	0	\$ 19.99	\$ -
4764209148	32582	7/21/2017	0	0	0	\$ 19.99	\$ -

Multiple Cell Phone Contracts with AT&T. See below for details:

WFA AT&T Account Lines					
Last Four Digits of Number	Expiration Date	Amount to be Paid Off	Last Four Digits of Number	Expiration Date	Amount to be Paid Off
9611	03/04/2018	\$187.00	2398	No contract	N/A
6765	01/14/2018	\$29.99	3037	No contract	N/A
5114	03/02/2018	\$35.99	6747	No contract	N/A
5307	02/23/2018	\$41.99	5941	No contract	N/A
3510	09/03/2018	\$237.57	6663	No contract	N/A
6656	11/30/2018	\$130.60	9302	No contract	N/A
9060	12/14/2018	\$279.31	0952	No contract	N/A
7735	02/17/2019	\$356.91	1466	No contract	N/A
1120	02/17/2019	\$356.91	2377	No contract	N/A
9279	02/20/2019	\$157.49	8286	No contract	N/A
9179	02/20/2019	\$157.49	4163	No contract	N/A
			7447	No contract	N/A

SCHEDULE 1.2(e)

Excluded Contracts

Any and all compensation plans, offer letters, commission plans, territory agreements, bonus plans or similar contracts, agreements or arrangements between Seller and any of its employees, agents or independent contractors.

SCHEDULE 1.2(j)

Other Excluded Assets

2010 Lincoln MKX, VIN #2LMDJ8JC6ABJ23047

20 Common Shares and 66,600 Preference Shares of Do It Best Corp. stock, and related accrued and unpaid patronage dividends, related to Seller's participation in a cooperative

SCHEDULE 2.3

Seller's Title to the Assets

The following contracts require consent to assignment:

Master Purchase Agreement for Goods and Services between Halliburton Energy Services, Inc. and Western First Aid and Safety LLC, dated April 29, 2016.

Scope of Work and Compensation Agreement between ConocoPhillips and Western First Aid And Safety, LLC dated February 15, 2016.

Basic Purchase Agreement between Cherokee Nation Business, LLC and Western First Aid dated August 24, 2017.

Do it Best Corp. Program Agreement between Western First Aid and Safety LLC and Do it Best Corp dated October 11, 2013.

Do it Best Corp. Membership Agreement between Western First Aid and Safety LLC and Do it Best Corp dated October 11, 2013.

Scope of Work and Compensation Agreement between ConocoPhillips and Western First Aid And Safety, LLC dated February 15, 2016, and related underlying Master Agreement between ConocoPhillips and Western First Aid And Safety, LLC.

Module Subscription Order between Western First Aid and Safety, LLC and CA Washington, LLC, as amended by Amendment 6 dated April 1, 2017.

Multiple Service contracts on GPS Tracking devices for the vehicles between GPSTrackIt.com and Western First Aid & Safety. See below for details:

Serial Number	Order Number	Order Date	Contract Length	Months Fulfilled	Months Remaining	Monthly Fee	Service Balance Due
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4644078892	29396	11/8/2016	36	5	31	\$ 19.99	\$ 619.69
4764185847	30790	3/3/2017	36	5	31	\$ 19.99	\$ 619.69
4764209067	32582	7/21/2017	0	0	0	\$ 19.99	\$ -
4764209148	32582	7/21/2017	0	0	0	\$ 19.99	\$ -

SCHEDULE 2.4

Major Customers

Title Boxing Club International, LLC
Calgonate-PT Lucie
Dairi Concepts
Calgonate
ACG (Master Millwork)
Southern Missouri Containers
Petrochem Field Services
Phenix Label
Undercover-Division of ED Industries, Inc.
North Shore Steel
BMG of Kansas
Liberty Fruit Co.
Advance Pierre Foods
Coleman Northeast Facility
Maiman
Triad Manufacturing
Conoco Phillips
Martin Asphalt
McKesson
Blue Cross & Blue Shield of KC
Hollway America
Global Connections
Spfd-Operations Bldg M
Paul Mueller Company
Cattle Empire L.L.C. No. #2