

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U-Dig-It Enterprises, Inc.		03/15/2011	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Revere Supply Company, Inc.		
Street Address:	7720 Philips Highway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85103211	U-DIG-IT	
CORRESPONDENCE DATA			
Fax Number:	9043988440		
<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:	904-807-2180		
Email:	cbroughan@marksgray.com		
Correspondent Name:	Crystal Broughan		
Address Line 1:	1200 Riverplace Boulevard		
Address Line 2:	Suite 800		
Address Line 4:	Jacksonville, FLORIDA 32207		
NAME OF SUBMITTER:	Crystal Broughan		
SIGNATURE:	/Crystal Broughan/		
DATE SIGNED:	10/12/2016		
Total Attachments: 14			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is dated as of March 15, 2011 by and among **REVERE SUPPLY CO., INC.**, a Florida Corporation ("Buyer"), **U-DIG-IT ENTERPRISES, INC.**, an Oregon Corporation ("Seller"), **JOYCE E. JACKSON**, an individual residing in the State of Idaho, and **MILAN D. JACKSON**, an individual residing in the State of Idaho (collectively with Joyce E. Jackson, the "Principals"). Buyer, Seller, and Principals shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, Seller owns and operates a business engaged in the design, manufacture, marketing, and sale of folding stainless steel hand shovels (the "Business");

WHEREAS, the Principals are the shareholders of Seller, shall obtain a substantial benefit from Buyer's execution and performance of this Agreement, and have therefore agreed to be bound to certain provisions hereof;

WHEREAS, Buyer desires to purchase and Seller desires to sell certain Business assets of Seller, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged upon the execution of this Agreement, the Parties hereto do hereby agree as follows:

Section 1. Legal Effect of Recitals. The Recitals set forth are true and correct and are an integral part of this Agreement and shall have the same contractual significance and effect as all other provisions of this Agreement.

Section 2. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" shall mean this Asset Purchase Agreement and all Exhibits hereto, as the same may from time to time be amended.

"Business Day" shall mean any day of the year (other than a Saturday or Sunday) on which banks in the State of Florida are open for business.

"Closing" shall mean the closing of the transactions contemplated by this Agreement.

"Code" shall mean the Internal Revenue Code of 1986 and all regulations promulgated thereunder, as the same have from time to time been amended.

"Confidential Information" shall mean information or material proprietary to the Business or the Buyer, considered confidential by the Buyer, or created by the Seller, its employees, and/or the Principals and not generally known to the public, and all trade secrets relating to the Business as that term is defined in the trade secrets laws of any state in which Buyer conducts business. Confidential Information also includes, but is not limited to, the following types of information and any other information of a similar nature (whether or not reduced to writing) related to the Business; and the Seller's business strategies, record-keeping systems, computerized operating systems and methods, internally-developed software, intellectual property, other proprietary information, system manuals, variations on or combinations of products and/or services, business plans, marketing and promotional programs, sales techniques, customer lists, personnel management and control systems, and computer, accounting and inventory systems, together with certain other proprietary information, standards, specifications, procedures, processes, plans and methods of operation, pricing or fee estimates or schedules, pricing/fee policies, and financial information. Confidential Information further includes any information described above which the Buyer has obtained from the Seller and which the Buyer treats as proprietary or designates as Confidential Information, whether or not owned by or developed by the Buyer. Information publicly known without breach of this Agreement or that is generally employed by the industry shall not be deemed part of the Confidential Information.

"Contract" means all agreements, whether oral or written and whether express or implied (whether legally binding or not), including contracts, contract rights, promises, commitments, undertakings, customer accounts, orders, leases, guarantees, warranties and representations, franchises benefiting or relating to the Business, the operation thereof, or the Purchased Assets, and all renewals, replacements, and substitutions.

"Customers" shall mean those customers which as of the Closing Date are the customer of Seller.

"Encumbrance" shall mean any lien, mortgage, security interest, pledge, option, restriction on transferability, defect of title or other claim, conditional sale or title retention agreement, demand, charge or encumbrance of any nature whatsoever, including any restriction on the use, voting, transfer, receipts of income or other exercise of any attributes of ownership.

"Engage in Competition" shall mean: (i) knowingly performing, providing, engaging in, or conducting, directly or indirectly, services, products, and/or a business substantially similar to the services, products, and/or business performed, provided, engaged in or conducted by the Buyer; and (ii) soliciting or offering to provide or sell products or services provided by the Buyer to any individual or entity which is a Customer, as an owner, proprietor, investor, shareholder, partner, principal, director, officer, employee, consultant, independent contractor, or any other capacity; provided, however, that ownership of less than five percent (5%) of any class of securities of any company that is listed for sale on any national securities exchange or on NASDAQ shall not be deemed a violation of this provision.

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

"Intellectual Property Assets" shall mean all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including: (i) all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications relating to the Business; (ii) all patents, patent applications and inventions and discoveries that may be patentable relating to the Business; (iii) all registered and unregistered copyrights in both published works and unpublished works relevant to the Business; (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, design specifications, and blue prints relevant to the Business; and (vi) all rights in internet web sites and internet domain names presently used by Seller relevant to the Business.

"Inventory" shall mean the useable inventory of Seller utilized in the conduct of the Business which has been held by the Seller for less than One (1) year.

"Inventory Price" shall mean the payment made by Buyer to Seller for the payment of the Inventory as calculated under Subsection 4(b).

"IRS" shall mean Internal Revenue Service.

"Knowledge of Seller" shall mean the actual knowledge of Seller after reasonable inquiry of appropriate management personnel of Seller.

"Litigation Expense" shall mean any expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against under this Agreement.

"Loss" shall mean any loss, obligation, claim, liability, expense incurred by Buyer prior to closing in reliance of the Agreement, settlement payment, award, judgment, fine, penalty, interest charge, expense, damage or deficiency or other charge, including Litigation Expenses.

"Ordinary Course of Business" shall mean an action taken by a Person only if that action: (i) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; (ii) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and (iii) is similar in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person.

"Person" shall mean and include an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, a joint venture, a trust, an unincorporated association, a government or political subdivision or agency thereof or any other entity.

"Seller's Books and Records" means all of Seller's customer lists, potential customer lists, contact lists, business and sales leads, and distributor and supplier lists, as well as

all information related thereto; however, it shall not include Seller's accounting or financial records, bank statements, tax records, minute books, or documents relating to Seller's organization or governance or any records related to any business other than Seller's Business.

"Tangible Personal Property" shall mean all equipment, tools, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned by Seller relating to the Business (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers of any item or component part thereof and all maintenance records and other documents relating thereto.

Section 3. Purchased Assets.

(a) Purchased Assets. Subject to the terms and conditions of this Agreement, at Closing Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, the Purchased Assets, free and clear of any Encumbrances. The term "Purchased Assets" means only those assets specifically identified below:

- (i) all Seller's Tangible Personal Property related to the Business including, but not limited to, those items described in **Exhibit A**;
- (ii) all Seller's rights to design, redesign, distribute, manufacture, market, license, sell and support the product described in **Exhibit B** (the "Product Line").
- (iii) Customer, vendor and supplier purchase orders and contracts pending between Seller and its Customers, vendors and suppliers specifically identified on **Exhibit C**;
- (iv) all Inventory of the Business, including those items described in **Exhibit D**;
- (v) all Intellectual Property Assets relating to the Business, including, but not limited to, all designs, plans, drawings and specifications related to the Products Lines or the Business; and all Seller's right, title and interest in the trade name "U-Dig-It" and the registered patents and trademarks set forth on **Exhibit E**;
- (vi) all of Seller's Books and Records relating to the Business;
- (vii) all Contracts listed on **Exhibit F**;
- (viii) all manufacturer warranties and similar rights in favor of Seller with respect to any Purchased Assets; and
- (ix) all goodwill appurtenant to Seller's Business.

invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 6 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(e) Survival. The covenants contained in this Section 6 shall survive the execution, delivery and consummation of this Agreement until the expiration of the applicable statute of limitations. In addition, if written notice of a violation or breach of any covenant or agreement under this Section 6 is given to the Seller, such covenant or agreement shall continue to survive until such matter has been resolved by settlement, litigation (including all appeals related thereto) or otherwise.

(f) Legitimate Business Interest. This Section 6 is reasonable and necessary to protect and preserve Buyer's legitimate business interests and the value of the Business and the Purchased Assets and to prevent any unfair advantage conferred on Seller.

Section 7. Deliveries by Seller and the Principals. At the Closing, Seller and the Principals shall deliver to Buyer:

- (a) A bill of sale for all of the Purchased Assets that are Tangible Personal Property and Inventory in the form of **Exhibit H** (the "Bill of Sale") executed by Seller;
- (b) an assignment or assignments, as required, of all of the Purchased Assets that are Intellectual Property Assets in a form(s) satisfactory to the Buyer and separate assignments for all other intangible assets of the Business in the form of **Exhibit I**, (the "Assignment Agreement") executed by Seller;
- (c) such other instruments of sale, transfer, assignment, conveyance and delivery, as are required in order to transfer to Buyer good and marketable title to the Purchased Assets, free and clear of all Encumbrances;
- (d) officer's certificates to the effect set forth in Section 9;
- (e) an officer's certificate certifying that the resolutions attached thereto are a true, correct and complete copy of the resolutions of the Board of Directors and Shareholders of Seller authorizing, adopting and approving the Agreement and the transactions contemplated hereby.
- (f) Such other documents as Buyer or its counsel may reasonably request.

Section 8. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

- (a) Proof of good standing of Buyer, from the Secretary of State of Florida, and dated within Fifteen (15) Business Days prior to the Closing Date;
- (b) Amount of cash equal to the Closing Payment in the form of a certified check or wire transfer; and
- (c) Such other certificates and documents as Seller or its counsel may reasonably request.

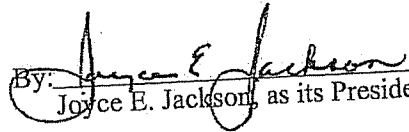
Section 9. Representations and Warranties of Seller and Principals. Seller and the Principals each individually represent and warrant to Buyer as follows:

- (a) Organization; Good Standing; Etc. Seller is an Oregon Corporation in good standing with the Secretary of State of Oregon with authority to conduct business in the State of Idaho and with full power and authority to own its properties and carry on its business as now conducted. The Business conducted by Seller does not violate any applicable federal, state or local law, rule or regulation, and Seller does not know of any governmental agency or representative taking or having taken a contrary position or questioning the same.
- (b) Authority; Effective Agreement. Seller has the power, authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, violate or result in the breach of any of the terms or conditions of, or constitute a default under, the certificate of incorporation or by-laws of Seller, or any contract, agreement, commitment, indenture, mortgage, pledge, note, bond, license, permit or other instrument or obligation to which Seller is a party or by which the Purchased Assets may be bound or affected, or any law, regulation, ordinance or decree to which Seller or the Purchased Assets are subject.
- (c) Consents. No permit, consent, approval, or authorization of, or designation, declaration or filing with any Person on the part of Seller is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.
- (d) Title to Purchased Assets. Seller has good and marketable title to all Purchased Assets and such assets are not subject to any Encumbrances. Upon the execution and delivery to Buyer on the Closing Date of the Bill of Sale,

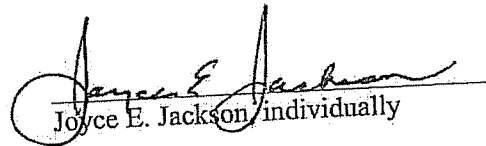
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

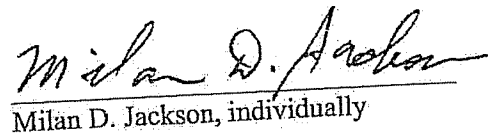
SELLER:

U-DIG-IT ENTERPRISES, INC., an Oregon Corporation

By: 
Joyce E. Jackson, as its President

PRINCIPALS:


Joyce E. Jackson, individually


Milan D. Jackson, individually

BUYER:

REVERE SUPPLY CO., INC., a Florida corporation

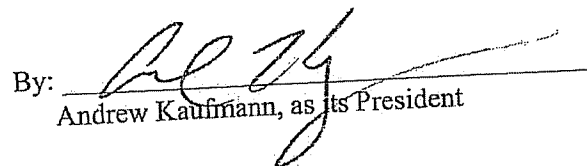
By: 
Andrew Kaufmann, as its President

Exhibit A

TANGIBLE PERSONAL PROPERTY TO BE INCLUDED IN PURCHASED ASSET

- 1) All Production Dies used for creating the blades to the U-Dig-It Folding Stainless Steel Shovel

Exhibit B
PRODUCT LINE

U-Dig-It Folding Stainless Steel Shovel with Black Laminated Ballistic Nylon Sheath

Exhibit E

INTELLECTUAL PROPERTY ASSETS

The following Registered Trademarks:

SERIAL NUMBER 85103211 - IC 008. US 023 028 044. G & S: SPORTSMENS' FOLDING TROWELS. FIRST USE: 19830400. FIRST USE IN COMMERCE: 19830400

U-DIG-IT

All know-how, trade secrets, confidential or proprietary information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, design specifications, and blue prints relevant to either the products described under the above Registered Trademarks or the Business in general.

Exhibit H

BILL OF SALE

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 7(a) of that certain Asset Purchase Agreement dated as of March 15, 2011 (the "Purchase Agreement"), to which **U-DIG-IT ENTERPRISES, INC.**, an Oregon Corporation ("Seller"), and **REVERE SUPPLY CO., INC.**, a Florida corporation ("Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 4:00 P.M. EDT on March 15, 2011 (the "Effective Time"), all of Seller's right, title and interest in and to all of the assets described on **Exhibit A** and **Exhibit D** of the Purchase Agreement (collectively, the "Purchased Assets").


2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of March 15, 2011.

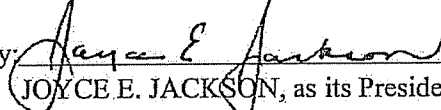
Signed, sealed and delivered
in the presence of:



Ronald G. Caron, Jr.
As to Joyce E. Jackson

SELLER:

U-DIG-IT ENTERPRISES, INC.

By: 

JOYCE E. JACKSON, as its President

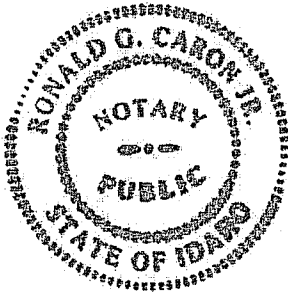


Exhibit I

ASSIGNMENT OF INTANGIBLE PROPERTY

1. Assignment of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 7(b) of that certain Asset Purchase Agreement dated as of March 15, 2011 (the "Purchase Agreement"), to which **U-DIG-IT ENTERPRISES, INC.**, an Oregon Corporation ("Seller"), and **REVERE SUPPLY CO., INC.**, a Florida corporation ("Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 4:00 P.M. EDT on March 15, 2011 (the "Effective Time"), all of Seller's right, title and interest in and to all of the assets described on **Exhibit B**, **Exhibit C**, and **Exhibit E**; and all other intangible assets of Seller relating to the Business described in Section 3(a) of the Purchase Agreement (collectively, the "Purchased Assets").

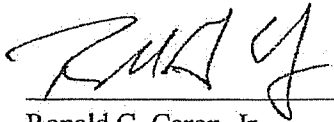
2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Assignment of Intangible Property as of March 15, 2011.

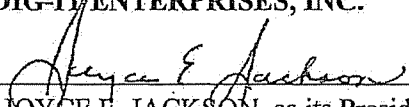
Signed, sealed and delivered
in the presence of:



Ronald G. Caron, Jr.
As to Joyce E. Jackson

SELLER:

U-DIG-IT ENTERPRISES, INC.

By: 
JOYCE E. JACKSON, as its President

