

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EzFloat, LLC		03/09/2018	Limited Liability Company: VIRGINIA
Raymond Q. Hyde		03/09/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genesis Industries, Incorporated		
<b>Street Address:</b>	303 South McKay		
<b>City:</b>	Spring Valley		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54767		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4587686	EZFLOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7153865800		
<b>Email:</b>	info@skinnerlaw.com		
<b>Correspondent Name:</b>	Carol N. Skinner		
<b>Address Line 1:</b>	212 COMMERCIAL ST		
<b>Address Line 4:</b>	Hudson, WISCONSIN 54016		
<b>NAME OF SUBMITTER:</b>	Carol N. Skinner		
<b>SIGNATURE:</b>	/Carol N. Skinner/		
<b>DATE SIGNED:</b>	04/12/2018		
<b>Total Attachments: 7</b>			
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## Asset Purchase Agreement

This Asset Purchase Agreement (the "Agreement") is made as of 3/9, 2018 ("Effective Date") by and between EzFloat, LLC a Virginia limited liability company, with a registered office address and principal place of business located at 36691 Sawmill Lane, Purcellville, VA 20132 and Raymond Q. Hyde, DVM (collectively the "Seller"), and Genesis Industries, Incorporated, a Wisconsin corporation, with an address of 303 S. McKay Avenue, Spring Valley, WI 54767 ("Buyer").

### Article 1 Background Facts

The Seller and Buyer are each engaged in, among other things, the business of selling equine dental products. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of Seller's business assets of, for and related to the EzFloat™ and MightyEz™.

**1.1 Ownership of the Assets.** Seller is the inventor and owner of the EzFloat™ and MightyEz™ instruments, assets and all related tangible and intangible property, including without limitation: service marks and trademarks; goodwill; product specifications and know-how; as well as all other related assets, all described on the attached Schedule 1 ("Assets").

**1.2 Purchase and Sale.** Seller desires to sell the Assets to Buyer and Buyer desires to purchase the Assets from Seller.

### Article 2 Purchase and Sale of Assets

**2.1 Assets.** On the Closing Date, Seller shall sell, convey, transfer, assign and deliver the Assets listed on the Attached Schedule 1 to Buyer, free and clear of all liens and encumbrances and Buyer shall purchase and accept the Assets from Seller.

**2.2 Excluded Assets.** Notwithstanding anything in this Agreement to the contrary, Seller is not selling to Buyer, and Buyer is not purchasing from Seller, any Membership Interest in EzFloat, LLC or EzFloat, LLC cash, cash accounts, bank accounts, accounts receivable, or real estate.

**2.3 Purchase Price.** As consideration for the purchase of the Assets, Buyer shall pay to Seller Sixty Eight Thousand Five Hundred Dollars (\$68,500.00) in immediately available funds at Closing.

**2.4 Liabilities and Obligations of Buyer.** Buyer shall not assume, pay or perform any of the liabilities or obligations of the Seller.

**2.5 Additional Consideration-Grant of Distribution Rights to Dr. Hyde and special distributor pricing.** As and for additional consideration, the Buyer hereby grants to Dr. Raymond Q. Hyde the non-exclusive right to distribute the EzFloat and MightyEz products pursuant to the terms of this Paragraph 2.5 (and as the Buyer and Dr. Hyde otherwise agree in writing). Buyer shall provide special distributor pricing to Dr. Hyde of \$850 for the EzFloat and \$500 for the MightyEz for so long as Dr. Hyde continues to sell EzFloat and MightyEz products and does not sell any substantially similar or competitive product. Dr. Hyde shall maintain Buyer's recommended retail pricing. With prior notice to Buyer and Buyer's agreement, Dr. Hyde may sell periodic promotion programs for \$100 off list price. Dr. Hyde's right to act as a non-exclusive Distributor of EzFloat and MightyEz instruments shall be transferrable and assignable by Dr. Hyde in the event he sells his equine dentistry school. However, the special distributor pricing is exclusive to Dr. Hyde personally and is non-assignable and non-transferrable. Dr. Hyde hereby agrees to refer all product inquiries for EzFloat and MightyEz to Jerry's Equine Dental Tools. Repair parts shall be available to Dr. Hyde as a distributor at discounted pricing as agreed by Buyer and Dr. Hyde, with Dr. Hyde maintaining Buyer's recommended retail pricing on all repair parts.

### **Article 3 Representations and Warranties of Seller**

Seller, as an inducement to the execution of this Agreement by Buyer, hereby represents warrants and agrees as follows:

**3.1 Good Title.** Seller shall, on the Closing Date, have good title to the Assets, free and clear of any liens, encumbrances and security interests (whether perfected or unperfected), mortgages and pledges.

**3.2 Litigation.** To Seller's knowledge, after due inquiry, there are not any investigations, claims, actions, lawsuits or proceedings pending, or to Seller's knowledge, after due inquiry, threatened against Seller or that may affect the Assets or the transaction contemplated by this Agreement. There is no judgment, order, writ, injunction, decree or award to which Seller is a party, or involving the Assets, which is unsatisfied or which requires the continuing compliance therewith by Seller.

**3.3 No Consent Required.** To the Seller's knowledge, after due inquiry, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory agency, person or entity is required in connection with the execution, delivery or performance of this Agreement by Seller or the transfer of the Assets pursuant hereto, except those that has already been obtained.

**3.4 Organization.** Seller represents and warrants that Seller is a limited liability company duly organized and in good standing under and pursuant to the relevant laws of Virginia and that Seller has the company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

**Article 4**  
**Representations and Warranties of Buyer**

Buyer, as an inducement to the execution of this Agreement by Seller, hereby represents warrants that it is a corporation duly organized and in good standing under and pursuant to the laws of the State of Wisconsin, and that Buyer has corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

**Article 5**  
**Closing**

The transactions contemplated hereby will be closed and the purchase of the Assets consummated on the Effective Date (the "Closing Date"). The Parties agree to complete this transaction by facsimile, email, and mail.

**5.1 Seller's Deliveries.** On the Closing Date, Seller shall deliver to Buyer all items and documents necessary and appropriate under this Agreement, including the items listed on Schedule 1 and an executed Bill of Sale and assignment of any Intellectual Property and know-how.

**5.2 Buyer's Deliveries.** On the Closing Date, Buyer shall deliver to Seller the purchase price.

**Article 6**  
**Non-Compete Agreement**

Seller and Dr. Hyde each hereby agrees, on behalf of itself/himself, its and his heirs, successors and assigns, that Seller and/or Dr. Hyde will not manufacture, distribute, market or sell equine dental products that are substantially similar to and competitive with EzFloat and MightyEz for so long as Dr. Hyde receives the special distributor pricing referenced in Paragraph 2.5 above, other than the products that Seller and Dr. Hyde may sell solely by, through, or on behalf of Buyer and/or Buyer's affiliates.

**Article 7**  
**Indemnification**

**7.1 Seller's Indemnification.** Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all liabilities, losses, damages, claims, costs and expenses, including, without limitation, the cost of defense and attorneys' fees, relating to, arising out of or due to a breach of any representation, warranty, agreement or undertaking of Seller contained in this Agreement or arising out of the Assets prior to the Closing Date. This indemnity shall survive the Closing.

**7.2 Indemnification by Buyer.** Buyer agrees to indemnify and hold Seller harmless from and against any and all liabilities, losses, damages, claims, costs and expenses, including without limitation, the cost of defense and attorneys' fees, relating to, arising out of or due to a breach of any representation, warranty, agreement or undertaking of Buyer contained in this

Agreement or arising out of the Assets on and after the Closing Date. This indemnity shall survive the Closing.

## **Article 8 General Provisions**

**8.1 Notices.** If any notices or other communications are to be sent, such notice shall be in writing, sent by registered or certified mail, return receipt requested, or delivered in person, addressed to the address of the Parties set forth on the first page of this Agreement or such other address as a Party may, by notice to the other Party, designate. All notices and other communications hereunder, except notices of change of address, shall be deemed given when mailed, and notices of changes of address shall be deemed given when received.

**8.2 Successors.** All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Buyer, Seller, and their respective successors and assigns.

**8.3 Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and there is no terms other than those contained herein and in the Exhibits and Schedules attached hereto.

**8.4 Governing Law.** The laws of the State of Wisconsin shall govern this Agreement without giving effect to the conflict of laws, including, but not limited to, matters of construction, validity and performance. The exclusive jurisdiction of any legal action or proceeding between the parties arising out of, or with respect to, this Agreement shall be in courts of competent jurisdiction in the State of Wisconsin, St. Croix County.

**8.5 Modification.** This Agreement may be amended only by written agreement signed by all Parties.

**8.6 Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provision of this Agreement shall not be affected or impaired.

**8.7 Further Assurances.** At any time and from time to time after the Closing, Seller shall, at the reasonable request of Buyer and without further consideration, execute and deliver any further deeds, bills of sale, endorsements, assignments and other instruments of conveyance and transfer, and take such other actions as Buyer may reasonably request in order (a) to more effectively to transfer, convey, assign and deliver to Buyer, and to place Buyer in actual possession and operating control of, and to vest, perfect or confirm, of record or otherwise, in Buyer all right, title and interest in, to and under the Assets, (b) to assist in the collection or reduction to possession of any and all of the Assets or to enable Buyer to exercise and enjoy all rights and benefits with respect thereto, or (c) to otherwise carry out the intents and purposes of this Agreement.

**8.8 Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or

more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

**8.9 Survival of Representations and Warranties.** The representations and warranties of (i) Seller in Article 3 and (ii) Buyer in Article 4, in each case, and of each of Seller and Buyer in Article 7 shall survive the Closing Date indefinitely. All covenants and agreements set forth in this Agreement shall survive until fully performed or fulfilled.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the day and year first above written.

**Seller:**

**Buyer:**


**EzFloat, LLC**

**Genesis Industries, Incorporated**



By: Raymond Q. Hyde, DVM  
Its: Member

By: Mark L. Anderson, DVM  
Its: President



By: Raymond Q. Hyde, DVM, individually

## Schedule 1- ASSETS

**Intellectual Property.** The names EzFloat™ and MightyEz™ and all variation thereof; all registrations of trademarks and of other marks, registrations of trade names, labels or other trade rights, and applications for any such registrations, if any; all copyrights, copyrights registrations and applications, if any; all trademarks, service marks and other marks, trade names, trade dress, labels and other trade rights, whether or not registered; all inventions, designs, know-how, product specifications; trade secrets, improvements, formulae and similar assets, if any; all license, royalty or other agreement related to the foregoing if any; all claims and causes of action relating to any of the foregoing, including claims and causes of action for past infringement; all other intellectual property rights of any character or description. This excludes, and EzFloat, LLC and Raymond Q. Hyde, DVM, is not selling, conveying or assigning, associated domain names, telephone numbers or electronic mail.



ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that EZFloat, LLC, a Virginia limited liability company and Raymond Q. Hyde, DVM, the Grantors, for consideration of Ten Dollars (\$10.00) and other valuable consideration received to the full satisfaction of Genesis Industries, Incorporated, a Wisconsin corporation, the Grantee, has bargained, sold, conveyed and assigned and by these presents does bargain, sell, convey and assign unto the said Genesis Industries, Incorporated, the following described items, to-wit:

- 1. Intellectual Property. The names EzFloat™ and MightyEz™ and all variation thereof; all registrations of trademarks and of other marks, registrations of trade names, labels or other trade rights, and applications for any such registrations, if any; all copyrights, copyrights registrations and applications, if any; all trademarks, service marks and other marks, trade names, trade dress, labels and other trade rights, whether or not registered; all inventions, designs, know-how, product specifications; trade secrets, improvements, formulae and similar assets, if any; all license, royalty or other agreement related to the foregoing if any; all claims and causes of action relating to any of the foregoing, including claims and causes of action for past infringement; all other intellectual property rights of any character or description. This excludes, and EZFloat, LLC and Raymond Q. Hyde, DVM, is not selling, conveying or assigning, associated domain names, telephone numbers or electronic mail.

TO HAVE AND TO HOLD the same unto the said Grantee, his successors and assigns, to them and their own proper use and behoove forever.

Grantor, does hereby forever covenant and agree to and with the said Grantee, his successors and assigns, that the above item is free and clear from any encumbrances whatsoever, and that it is the true and lawful owner thereof and has good right and lawful authority to bargain and sell the same in manner and form as aforesaid, and that it will and its successors and assigns shall warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, EZFloat, LLC, by its Owner/President and Raymond Q. Hyde, DVM, have hereunto set their hand at \_\_\_\_\_ this 24 day of March, 2018.

Raymond Q. Hyde DVM  
Raymond Q. Hyde, individually

EZFLOAT, LLC, a Virginia limited liability Company

By: Raymond Q. Hyde DVM

Printed Name: Raymond Q. Hyde, DVM

Title or Position: Member

*This foregoing instrument was acknowledged before me this 9th day of March 2018 by Raymond Q. Hyde, DVM.*

*My Commission expires 03/03/2023*

*Patricia A. Handy  
Notary Public*



JN223-Assignment Bill of Sale EZFloat revised 1-8-18