

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trynex, Inc. DBA Trynex International		05/06/2013	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Acquisition Tango LLC		
Street Address:	160 GREENTREE DR.		
Internal Address:	Suite 101		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2177501	SNOW EX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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Email:	sowens@whe-law.com		
Correspondent Name:	Sean Owens c/o Wood Herron & Evans LLP		
Address Line 1:	441 Vine Street		
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Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Sean K. Owens		
SIGNATURE:	/Sean K. Owens/		
DATE SIGNED:	03/30/2020		
Total Attachments: 10			
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ASSET PURCHASE AGREEMENT
AMONG
ACQUISITION TANGO LLC,
TRYNEX, INC.
AND
THE SHAREHOLDERS OF TRYNEX, INC.
May 6, 2013

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is effective as of May 6, 2013 among Acquisition Tango LLC, a Delaware limited liability company to be renamed Trynex International LLC (“Buyer”), Trynex, Inc., a Michigan corporation doing business as Trynex International (“Seller”), and the undersigned shareholders of Seller (collectively, the “Shareholders”). Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in Section 8.16.

WHEREAS, the Shareholders own all of the issued and outstanding capital stock of Seller;

WHEREAS, Seller is engaged in the research and development, design, manufacture, assembly, production, marketing, distribution, sale and repair of products, including spreaders, sprayers, plows, brooms, attachments, storage equipment, parts, accessories and related goods, for the snow removal, ice removal, turf care, grounds care and sweeping industries (collectively, the “Business”); and

WHEREAS, Buyer desires to purchase from Seller, Seller desires to sell to Buyer, and Shareholders desire to cause Seller to sell to Buyer, substantially all of the assets of Seller upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants set forth in this Agreement, the Parties agree as follows:

**ARTICLE 1
PURCHASE AND SALE**

Section 1.1. Purchased Assets. Upon the terms set forth in this Agreement, on the Closing Date, Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the assets, rights, properties, claims, contracts, business and goodwill of Seller (of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, wherever situated) (collectively, the "Purchased Assets"), free and clear of all Liens other than Permitted Liens. The Purchased Assets shall include the following:

- (a) all real property;
- (b) all tangible personal property, including all machinery, equipment, dies, jigs, molds, patterns, tools, tooling, office furnishings, vehicles, transportation equipment and leasehold improvements;
- (c) all inventories of raw materials, work-in-process and finished goods (including all such in transit, whether to or from Seller), and all parts, supplies and components held for sale, together with all related packaging materials (collectively, the "Inventory");
- (d) all rights in, to and under Intellectual Property (collectively, the "Seller Intellectual Property");

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(e) all rights in, to and under (i) all oral and written contracts, purchase orders, sales orders, licenses, leases and other agreements, arrangements and understandings (collectively, "Contracts") described in Section 3.15 of the Disclosure Schedule, (ii) all other Contracts entered into by Seller in the ordinary course of business that are of the type required to be disclosed in Section 3.15 of the Disclosure Schedule as a result of subclauses (b), (c) and (d) of Section 3.15 but are not disclosed solely because they fall below the minimum threshold amount or term of the disclosures required by the terms of subclauses (b), (c) and (d) of Section 3.15 to be set forth in Section 3.15 of the Disclosure Schedule and (iii) those Contracts that Shareholders and Seller did not disclose in Section 3.15 of the Disclosure Schedule in breach of this Agreement if Buyer delivers written notice to Appointed Agent indicating that Buyer will accept Seller's rights in, to and under such Contracts, in each case, other than the Excluded Contracts (collectively, the "Assumed Contracts");

- (f) all licenses, permits, approvals, authorizations and consents of Governmental Entities and certification organizations (collectively, "Permits");
- (g) all advertising material, sales literature, promotional literature, catalogs and related material;
- (h) all books, records, files and other embodiments of information, whether relating to past or current operations;
- (i) all notes receivable, accounts receivable (including unbilled receivables), drafts and other rights to payment and the full benefit of all security (collectively, the "Transferred Receivables");
- (j) all rights in, to and under the Assumed Benefit Contracts; and
- (k) all advance payments, all prepaid items and expenses, all causes of action, claims, rights and privileges against third parties (including manufacturer and seller warranties and confidentiality and similar obligations owed by any Person to Seller), all attorney-client privileges and rights related thereto and all other intangible rights and assets, including all goodwill associated with the Business and the Purchased Assets.

Section 1.2. Excluded Assets. Notwithstanding Section 1.1, Seller shall not sell, convey, assign, transfer or deliver to Buyer, and Buyer shall not purchase or acquire from Seller, any of the following assets of Seller (collectively, the "Excluded Assets"):

- (a) any rights in or to the franchise of Seller to be a corporation or its charter and other corporate records relating to its corporate existence and capitalization;

no Person has engaged in a non-exempt “prohibited transaction,” as defined in Section 406 of ERISA or Section 4975 of the Code; and (vi) Seller and the relevant plan administrator if other than Seller has at all relevant times properly classified each provider of services to Seller as an employee, temporary employee or independent contractor, as the case may be, for all purpose relating to each Benefit Plan for which such classification could be relevant.

(d) Certain Payments. None of the execution and delivery of this Agreement, the approval of the transactions contemplated hereby or the consummation of the transactions contemplated hereby (whether alone or in connection with any subsequent event) will trigger severance, increased compensation or benefits, acceleration of payment or vesting of benefits, or the funding of any trusts, in respect of any current or former employees or directors of Seller.

(e) No Other Binding Commitments. Seller has no announced plan or legally binding commitment to create any additional Benefit Plans or to amend or modify any existing Benefit Plans.

Section 3.18. Employees; Compensation. Section 3.18 of the Disclosure Schedule sets forth a correct and complete list of (a) all employees of Seller, (b) each such employee’s title, (c) each such employee’s employment status (*i.e.*, whether employee is actively employed or not actively at work due to illness, short-term disability, sick leave, authorized leave or absence, layoff for lack of work or service in the Armed Forces of the United States or for any other reason) and (d) each such employee’s annual rate of compensation, including bonuses and incentives. Section 3.18 of the Disclosure Schedule also sets forth a correct and complete list of the qualified beneficiaries eligible for COBRA continuation coverage benefits under any Benefit Plan that is a “group health plan” (as defined in Section 5000(b)(1) of the Code or Section 607(1) of ERISA). To Seller’s knowledge, none of the employees listed in Section 3.18 of the Disclosure Schedule has violated any noncompetition, nonsolicitation, confidentiality or similar obligation owed to a former or another employer or independent contractor in connection with such employee’s employment with Seller.

Section 3.19. Labor Matters. There are no labor agreements, collective bargaining agreements or any other labor-related Contracts that pertain to any of the employees of Seller, and no employees of Seller are legally organized or recognized as a labor organization or represented by any labor union, labor organization or works council with respect to their employment with Seller. There are no organizational attempts relating to labor unions, labor organizations or works councils occurring with respect to any employees of Seller, and none have occurred within the previous 12 months. There are no (a) labor grievances or unfair labor practice charges or complaints or appeals of such matters against Seller pending or, to Seller’s knowledge, threatened or (b) labor strikes, slowdowns, stoppages, walkouts, lockouts or other labor-related disputes pending or, to Seller’s knowledge, threatened against or affecting Seller.

Section 3.20. Intellectual Property. Section 3.20 of the Disclosure Schedule contains a correct and complete list of the Seller Intellectual Property (to the extent susceptible to listing). Section 3.20 of the Disclosure Schedule also specifies which of the Seller Intellectual Property is registered (which shall be deemed to include grants and issuances) and the jurisdictions in which such Seller Intellectual Property is registered. All Seller Intellectual Property is in good

standing and has been properly registered in all jurisdictions where required. All registrations and applications have been properly made and filed, and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. To conduct the Business as currently conducted, Seller does not require any Intellectual Property that it does not already own or license. Seller is not infringing and has not infringed any Intellectual Property of another. To Seller’s knowledge, except as set forth in Section 3.20 of the Disclosure Schedule, no Person is infringing or has infringed any of the Seller Intellectual Property. Seller is not aware of any pending patent applications belonging to others that would be infringed by Seller if a patent were granted on any such pending applications. Seller has not granted any license or made any assignment of any of the Seller Intellectual Property, and no Person other than Seller has any ownership right in, or any right to use, any of the Seller Intellectual Property. Seller does not pay any royalties or other consideration for the right to use any Intellectual Property of others. All Intellectual Property used by Seller is valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Seller. No methods, processes, procedures, apparatus, equipment, compositions or other materials used or held for use by Seller use or include any proprietary or confidential information or any trade secrets misappropriated from another. Seller has no proprietary or confidential information that is owned or claimed by third parties and that is not rightfully in the possession of Seller, and Seller has complied in all material respects with all Contracts governing the disclosure and use of proprietary or confidential information. Seller has maintained the confidentiality of all Seller Intellectual Property to the extent necessary to maintain all proprietary rights therein. The consummation of the transactions contemplated hereby will not alter or impair any of the Seller Intellectual Property.

Section 3.21. Customers; Suppliers; Dealers.

“Intellectual Property” means rights in the following: (a) all trademark rights, business identifiers, trade dress, service marks, trade names, domain names and brand names; (b) all copyrights and all other rights associated therewith and the underlying works of authorship; (c) all patents and all proprietary rights associated therewith; (d) all Contracts granting any right, title, license or privilege under the intellectual property rights of any third party; (e) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, computer source codes, programs and other software (including all machine readable code, printed listings of code, documentation and related property and information), trade secrets, websites, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of

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intellectual property; and (f) all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing and all claims for infringement or breach thereof.

“IRS” means the Internal Revenue Service.

“Liability” or “Liabilities” means any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured.

“Liens” means any mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, conditions, reservations, encroachments, hypothecations, equities, restrictions, rights-of-way, exceptions, limitations, charges, possibilities of reversion, rights of refusal or encumbrances of any nature whatsoever.

“Litigation” means any complaint, action, suit, proceeding, arbitration or other alternate dispute resolution procedure, demand, claim, investigation or inquiry, whether civil, criminal or administrative.

“Net Working Capital” means an amount equal to the total book value of the Current Assets minus the total book value of the Current Liabilities as reflected on the Estimated Closing Balance Sheet or the Final Closing Balance Sheet, as the case may be.

“Parties” means Buyer, Seller, Shareholders and/or Appointed Agent, as the case may be.

“Permitted Liens” means Liens for current Taxes and assessments not yet due and payable or being contested in good faith by appropriate proceedings.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a Governmental Entity.

“Potential Annual Earnout Payment” means (a) \$2,000,000 if, prior to the last day of the applicable Earnout Year, the employment of neither Chuck Truan nor James Truan is terminated pursuant to Section 4(c) or Section 4(f) of their respective Employment Agreements with Buyer; (b) \$1,100,000 if, prior to the last day of the applicable Earnout Year, the employment of James Truan is terminated pursuant to Section 4(c) or Section 4(f) of his Employment Agreement with Buyer; or (c) \$900,000 if, prior to the last day of the applicable Earnout Year, the employment of Chuck Truan is terminated pursuant to Section 4(c) or Section 4(f) of his Employment Agreement with Buyer.

“Products/Services” means all products or services currently or at any time previously sold by Seller, or by any predecessor of Seller, or that have borne a trademark of Seller.

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“Subject Adjustment Amount” means the Net Working Capital as derived from the Preliminary Closing Balance Sheet or the Earnout Annual Ratio and/or Earnout Aggregate Ratio as derived from the Preliminary Earnout Statement (as the case may be).

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“Taxes” means any federal, state, county, local, territorial, provincial, or foreign income, net income, gross receipts, single business, unincorporated business, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, gains, withholding, social security (or similar), payroll, unemployment, disability, workers compensation, real property, personal property, ad valorem, replacement, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition, whether or not disputed and whether imposed by Law, Order, Contract or otherwise.

“Tax Return” means any return, declaration, report, estimate, claim for refund, or information return or statement relating to, or required to be filed in connection with, any Taxes, including any schedule, form, attachment or amendment.

“Waste” means emissions, discharges, generation, storage, handling, use, transport, disposal, spills, releases or threatened releases of (i) any petroleum, hazardous or toxic petroleum-derived substance or petroleum product, flammable or explosive material, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, foundry sand or polychlorinated biphenyls (PCBs); (ii) any chemical or other material or substance that is now regulated, classified or defined as or included in the definition of “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous substance,” “restricted hazardous waste,” “toxic substance,” “toxic pollutant,” “pollutant” or “contaminant” under any Environmental Law, or any similar denomination intended to classify substance by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any Environmental Law; or (iii) any other chemical or other material, waste or substance, exposure to which is now prohibited, limited or regulated by or under any Environmental Law.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Asset Purchase Agreement as of the day and year first written above.

BUYER:

ACQUISITION TANGO LLC

By: /s/ James L. Janik
Name: James L. Janik
Title: Chief Executive Officer

SELLER:

TRYNEX, INC.

By: /s/ Chuck Truan
Name: Chuck Truan
Title: President

SHAREHOLDE RS:

/s/ Chuck Truan
Chuck Truan

/s/ James Truan

