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DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-21-13

1. Name of conveying party(ies)

Paula S Moody

2. Name and address of receiving party(ies)

Name: ERVA Tool & Manufacturing Co Inc  
Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Aug 15 2013

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

Street Address: 3100 W Grand Ave

City: Chicago

State: ILL

Country: USA Zip: 60622-4134

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

6463878

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Paula S Moody

Internal Address: Po Box 33

Street Address:

City: Broken Arrow

State: Okla Zip: 74013-0033

Phone Number: 918 451 2771

Docket Number:

Email Address: Paula.Moody@Windstream.Net

6. Total number of applications and patents involved: (1) ONE

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

10/23/2013 KNGUYEN 00000020 6463878

Authorized User Name

01 FUBBEE

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9. Signature:

Paula S Moody

Signature

Oct 16 2013

Date

Paula S Moody

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this as of the 15th day of August, 2013, by and among Erva Tool & Manufacturing Co. Inc., an Illinois corporation (the "Buyer"); and Paula Moody, an individual (the "Seller").

WHEREAS, the Seller sells a product called "The Original DETOURANT" ("Business"); and

WHEREAS, the Seller desires to sell and the Buyer desires buy substantially all of the assets pertaining to the Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

"Assets" shall mean Patent #6463878, Registered Trademark #2711467, all molds used for forming the DETOURANT and all goodwill of the Business.

### ARTICLE II

#### SALE AND PURCHASE OF THE ASSETS

**Sale and Purchase.** Upon the terms and subject to the conditions hereinafter set forth, upon the execution of this Agreement, the Seller will sell, transfer and convey the Assets to the Buyer and the Buyer will purchase the Assets from the Seller for good and valuable consideration already received.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows:

3.1 **Organization; Power and Authority; Authorization.** The Buyer has full authority to execute this Agreement. The Buyer is duly organized, validly existing and in good standing under the laws of the State of Illinois, duly qualified to do business and in good standing in every jurisdiction in which the nature of its business makes such qualification necessary and has full corporate power and authority to own or use the properties it purports to own and use and to carry on its business. This Agreement, when executed and delivered, will

constitute a legal, valid and binding agreement of the Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights, by general principles of equity and by limitations on the availability of equitable remedies.

3.2 **Non-Violation; Consents**. The consummation of the transactions contemplated the Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights, by general principles of equity and by limitations on the availability of equitable remedies. by this Agreement and compliance with the provisions hereof will not: (a) conflict with or violate any of the provisions of the Buyer's Articles of Incorporation or By-laws, each as amended; (b) violate any law, ordinance, rule or regulation or any judgment, order, writ, injunction or decree or similar command of any court, administrative or governmental agency or other body applicable to the Buyer; (c) violate or conflict with or result in a breach of, or constitute a default under, any material instrument, agreement or indenture or any mortgage, deed of trust or similar contract to which the Buyer is a party or by which the Buyer is bound or affected; or (d) require the consent, authorization or approval of, or notice to, or filing or registration with, any governmental body or authority, or any other third party.

3.3 **Litigation**. There are no actions, suits or proceedings pending, or, to the knowledge of the Buyer, threatened, which might adversely affect the power or authority of the Buyer to carry out the transactions to be performed by it hereunder.

3.4 **Brokers and Finders**. The Buyer has not engaged and the Buyer shall not engage any broker, finder or any other person or entity who would be entitled to any broker's commission or finder's fee in respect of the execution of this Agreement and/or the transactions contemplated hereby.

3.5 **No Misstatements or Omissions**. No representation or warranty made by the Buyer in this Agreement or to be made by the Buyer pursuant to the terms of this Agreement, and no statement contained in any agreement, instrument, certificate or schedule furnished or to be furnished by the Buyer pursuant hereto, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make such representation or warranty or such statement not misleading.

#### **ARTICLE IV**

##### **REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Buyer as follows:

4.1 **Subsidiaries**. The Seller does not currently have and has not ever had any subsidiaries or any ownership interest in another entity with any relationship to the Business.

4.2 **Litigation**. There are no actions, suits or proceedings pending or, to the Actual Knowledge of the Seller, threatened against the Seller which might adversely affect the power or authority of Seller to carry out the transactions to be performed hereunder. There are no actions, suits or proceedings pending or, to the Actual Knowledge of the Seller, threatened against or affecting the Seller.

4.3 **Title to Assets; Encumbrances; No Infringement**. The Seller has good title to the Assets, free and clear of all liens (including Tax liens), security interests, encumbrances, actions, claims, payments or demands of any kind and character (collectively, "Encumbrances"). All of the Assets to be transferred hereunder will be transferred upon execution free and clear of all encumbrances. To the knowledge of Seller, there is no existing claim, or any basis for any claim, against the Seller that any of its operations, activities or products infringe the patents, trademarks, trade names, copyrights or other property rights of others or that the Seller is wrongfully using the property rights of others. To the knowledge of Seller there is no existing claim, or any basis for any claim, by the Seller against any third party that the operations, activities or products of such third party infringe the patents, trademarks, trade names, copyrights or other property rights of the Seller or that such other third party is otherwise wrongfully using the property rights of the Seller.

4.4 **Brokers and Finders**. The Seller has not engaged any broker, finder or any other person or entity who would be entitled to any brokerage commission or finder's fee in respect of the execution of this Agreement and/or the consummation of the transactions contemplated hereby.

4.5 **Taxes**.

(a) The Seller has: (i) timely filed all federal, state and local returns, declarations, reports, estimates, information returns and statements required to be filed by it or on its behalf with respect to any Taxes ("Tax Returns"); (ii) timely paid all Taxes that are due and payable for which Seller may be liable, including any applicable sales taxes in Oklahoma and the states in which the Seller sells its products; (iii) complied with all applicable laws, rules and regulations relating to the payment and withholding of Taxes; and (iv) timely withheld from employee wages and paid over to the proper governmental authorities all amounts required to be so withheld and paid over.

(b) No audits or other administrative or court proceedings are presently pending with regard to any federal, state or local Taxes for which the Seller may be liable; (ii) there are no outstanding subpoenas or requests for information by any taxing authority with respect to any Taxes and no agreements in effect to extend the time to file any material Tax Return or the period of limitations for the assessment or collection of any material Taxes for which the Seller may be liable; and (iii) the books and records of the Seller, including the Tax Returns, contain accurate and complete information with respect to (A) all material Tax elections in effect with respect to the Seller, and (B) the current Tax basis of the Assets.

4.6 **No Restrictions**. The Seller is not a party to any agreement, contract or commitment limiting in any respect its ability to compete with any person or entity or otherwise conduct business of any line or nature or in any geographical area.

## **ARTICLE V**

### **COVENANTS AND AGREEMENTS**

5.1 **Further Assurances**. The Seller agrees it will, at any time and from time to time, after the execution of this Agreement, upon request of the Buyer, do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, in a form reasonably satisfactory to the Buyer's counsel, as may be reasonably required to convey and transfer to and vest in the Buyer, and protect its rights, title and interest in and enjoyment of, all the Assets.

5.2 **Taxes**.

(a) The Seller shall be liable for all Taxes relating to the Business and the Assets arising prior to the Execution Date of this Agreement and the Buyer shall be liable for all Taxes relating to the Business and the Assets arising on and after the Execution Date; provided, however, in no event shall either the Buyer, on the one hand, or the Seller, on the other hand, be liable for any income Taxes or similar Taxes associated with the income of the other party and all of such income Taxes shall be paid by such party.

(b) Any Taxes attributable to the sale or transfer to the Buyer of the Assets shall be paid by the Seller.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 **Assignment**. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties.

6.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its principles of conflicts of law.

6.3 **Fees and Expenses**. Except as otherwise specifically provided in this Agreement, each of the parties hereto shall be responsible for the payment of such party's fees, costs and expenses incurred at any time in connection with the negotiation and consummation of the transactions contemplated hereby.