

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL S. POLSKY	11/21/2014
RECEIVING PARTY DATA		
Name:	MURPHY USA INC.	
Street Address:	200 PEACH STREET	
City:	EL DORADO	
State/Country:	ARKANSAS	
Postal Code:	71730	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	5873069
CORRESPONDENCE DATA		
Fax Number:	(214)661-6876	
<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:	214-953-5758	
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Correspondent Name:	SARA K. BORRELLI	
Address Line 1:	901 MAIN STREET, SUITE 6000	
Address Line 4:	DALLAS, TEXAS 75202	
ATTORNEY DOCKET NUMBER:	003914.00008	
NAME OF SUBMITTER:	SARA K. BORRELLI	
SIGNATURE:	/sara k. borrelli/	
DATE SIGNED:	12/04/2014	
Total Attachments: 8		
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PATENT

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 21st day of November, 2014, by and between Murphy USA Inc. and its assigns ("Purchaser") and Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver (the "Receiver") of American TV & Appliance of Madison, Inc. (the "Company").

RECITALS

A. On February 18, 2014, the Receiver was appointed under the provisions of Chapter 128 of the Wisconsin Statutes in the Circuit Court (the "Court") for Dane County, Wisconsin, Case No. 14-CV-477 (the "Receivership Proceedings").

B. Purchaser has agreed to purchase certain assets of the Company under the terms and conditions set forth below.

AGREEMENTS

In consideration of the recitals and the mutual agreements which follow, the parties agree as follows:

1. **Assets to be Purchased.** Subject to the terms and conditions set forth in this Agreement, the Purchaser agrees to purchase and the Receiver agrees to sell, assign and transfer to Purchaser at the Closing all of the rights, title, and interests of the Receiver and the Company in United States Patent Number 5,873,069 for a System and Method for Automatic Updating and Display of Retail Prices (the "Purchased Assets").
2. **Excluded Assets.** Notwithstanding any other provisions of this Agreement, the Purchased Assets shall not include any other assets of the Receiver or the Company (collectively, the "Excluded Assets").
3. **Exclusion of Liabilities and Obligations.** Purchaser does not assume any liabilities, obligations or commitments of the Company or the Receiver, whether absolute or contingent, known or unknown, except as specifically set forth herein.
4. **Purchase Price and Payment.** Purchaser agrees to pay the amount set forth below for the Purchased Assets.
 - a. **Amount.** In consideration of the Receiver's sale, assignment and transfer of the Purchased Assets, Purchaser shall pay to the Receiver the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) (the "Purchase Price").
 - b. **Payment Terms.** Purchaser agrees to pay the Purchase Price, in full, via wire transfer at the Closing.
5. **Closing.** The Closing (the "Closing") of the transaction contemplated by this Agreement shall take place within five (5) business days after the entry of the Order by the Court in the Receivership Proceedings approving this Agreement (the "Closing Date") at the offices of the Receiver.
6. **Deliveries at Closing.** At the Closing, the Receiver shall deliver to Purchaser a Bill of Sale for the Purchased Assets in the form attached hereto as Exhibit "A" duly executed by the Receiver, as well as a copy of the Order from the Court in the Receivership Proceedings approving this

Agreement, and such other documentation as may be reasonably required to effectuate the transactions contemplated by this Agreement. In addition, the Receiver agrees to execute any such other or further documentation which is reasonably requested by the Purchaser to transfer the Company and Receiver's interest in the Purchased Assets. At the Closing, the Purchaser shall deliver to the Receiver the Purchase Price pursuant to Section 4.

7. Conditions Precedent to Obligations the Parties. The respective obligations of the parties to close under this Agreement shall be subject to the satisfaction at or prior to Closing of the following conditions:
 - a. No Injunction. No preliminary or permanent injunction or other order or decree issued by any federal, state, local, municipal, governmental or quasi-governmental authority or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits the transactions contemplated by this Agreement;
 - b. Order. Entry of an Order in the Receivership Proceedings (the "Order") approving the sale of the Purchased Assets to the Purchaser free and clear of all liens, claims and encumbrances.
8. Representations and Warranties of the Receiver. The Receiver warrants and represents to Purchaser that the statements contained in this Section 8 are true and correct and complete as of the date of this Agreement and shall be true and correct and complete as of the Closing Date.
 - a. Power. The Receiver is the duly appointed Receiver for the Company and will have the power to execute and deliver this Agreement and to consummate the transactions provided for herein, subject to approval of the Court in the Receivership Proceedings.
 - b. Authority. The execution and delivery of this Agreement by the Receiver and the performance by it of the obligations to be performed hereunder will be duly authorized by the Court in the Receivership Proceedings.
 - c. Title to the Purchased Assets. All of the Receiver's right, title and interest in the Purchased Assets will be transferred to Purchaser pursuant to the Order.
 - d. Limitations on Warranties and Representations. Purchaser acknowledges and agrees the Purchased Assets are being conveyed by the Receiver "AS IS, WHERE IS" except for the representations and warranties contained in this Agreement, the Receiver makes no express or implied representations or warranties of any kind, including, without limitation, no representations or warranties as to the condition, merchantability, or fitness for a particular purpose of the Purchased Assets, the income derived or potentially to be derived from the Purchased Assets or the Company's business, or the expenses incurred or potentially to be incurred in connection with the Purchased Assets or the Company's business.
9. Representations and Warranties of Purchaser. Purchaser warrants and represents to the Receiver that the statements contained in this Section 9 are true, correct and complete as of the date of this Agreement and shall be true, correct and complete as of the Closing Date.
 - a. Power. Purchaser is duly organized and validly existing under the laws of the state of incorporation, and has the power to own its property and carry on its business.

- b. Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate action. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in a breach of, or constitute a default under the terms or conditions of Purchaser's entity documents and agreements, any court or administrative order or process to which Purchaser is a party, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.
- c. Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.

10. Miscellaneous.

- a. Amendment and Severability. This Agreement may only be amended by a written agreement of the Receiver and Purchaser. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is thought to be invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and subject to the laws of the State of Wisconsin.
- c. Waiver. The failure of the Receiver or Purchaser to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.
- d. Notices. Any notice to be given hereunder shall be deemed sufficient if in writing and delivered, in the case of Receiver, to:

Michael S. Polsky, Esq., Wis. Stats. Chapter 128 Receiver
Beck, Chaet, Bamberger & Polsky, S.C.
330 East Kilbourn Avenue, Suite 1085
Milwaukee, WI 53202
Fax: 414-273-7786
E-mail: mpolsky@bcblaw.net

and in case of Purchaser, to:

John A. Moore
SVP, General Counsel and Secretary
Murphy USA Inc.
200 Peach Street

El Dorado, AR 71730


with a copy to:

Matt Acosta
Jackson Walker L.L.P
901 Main St. Suite 6000
Dallas, TX 75202
Fax: 214-661-6607
E-mail: macosta@jw.com

- e. Exclusive Jurisdiction. The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. In all claims, actions, classes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the Court, and the parties hereby consent to the jurisdiction of the Court.
- f. Enforcement. The parties agree that all costs incurred to enforce the terms of this Agreement, including but not limited to reasonable attorneys' fees, shall be paid by the party in violation of this Agreement to the non-violating party.
- g. Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- h. Merger. The parties agree and stipulate that this Agreement contains the entire agreement of the Parties, that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect.

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

MICHAEL S. POLSKY, ESQ., WIS. STATS.
CHAPTER 128 RECEIVER OF AMERICAN
TV & APPLIANCE OF MADISON, INC.


Michael S. Polsky, Esq., Receiver

PURCHASER:
MURPHY USA Inc.

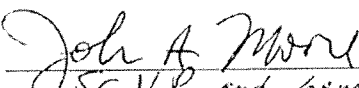
By: 
Its: Sec VP and General Counsel

EXHIBIT A


PATENT ASSIGNMENT AND GENERAL BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, MICHAEL S. POLSKY, ESQ., AS WIS. STATS. CHAPTER 128 RECEIVER OF AMERICAN TV & APPLIANCE OF MADISON, INC. ("Receiver"), hereby conveys and assigns to MURPHY USA INC. AND ITS ASSIGNS ("Purchaser") all right, title and interest of Receiver in and to the "Purchased Assets" as such are defined and more particularly described in the Asset Purchase Agreement dated as of November __, 2014 between Receiver and Purchaser (the "Asset Purchase Agreement").

Other than warranties expressly set forth in the Asset Purchase Agreement, Receiver's transfer of the Purchased Assets is AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The provisions of this Patent Assignment and General Bill of Sale are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement.

Dated this 26th day of November, 2014.


Michael S. Polsky, Esq., Wis. Stats. Chapter 128
Receiver of American TV & Appliance of
Madison, Inc.

In re:

AMERICAN TV & APPLIANCE OF MADISON, INC.,

Case No.: 14-CV-477

Assignor.

**ORDER GRANTING RECEIVER'S MOTION FOR
THE SALE OF A AMERICAN TV'S PATENT**

Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver of American TV & Appliance of Madison, Inc. ("American TV"), having filed and served his Motion to Sell the Patent owned by American TV Free and Clear of All Liens, Claims and Encumbrances (the "Patent Motion"), and this matter having come on for a hearing before the Court on November 24, 2014, upon due notice.

Based on the Patent Motion, the hearing notice, the information presented to the Court, the file and pleadings in this matter, the Court herein makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On February 18, 2014 (the "Appointment Date"), this Court entered an Order appointing Michael S. Polsky, Esq. as Receiver of American TV pursuant to Chapter 128 of the Wisconsin Statutes.
2. American TV is the owner of United States Patent Number 5,873,069 (the "Patent").
3. Due notice of the Patent Motion and the hearing on that Motion was provided to all creditors and parties-in-interest.

4. The notice and the Patent Motion provide adequate information of a kind and in sufficient detail that enable creditors and parties-in-interest to make an informed judgment about the Patent Motion.

5. The Patent Motion seeks authority to sell the Patent owned by American TV and to pay a success fee to Sherwood Partners, Inc. ("Sherwood").

6. The highest and best offer which has been submitted to the Receiver for the Patent is from Murphy USA, Inc. in the amount of \$25,000.

7. The Receiver has recommended approval of Murphy USA, Inc.'s offer pursuant to the terms of the Asset Purchase Agreement between the Receiver and Murphy USA, Inc.

8. The Asset Purchase Agreement between the Receiver and Murphy USA, Inc. is the product of good faith negotiations at arm's length without any collusion, and is commercially reasonable. In addition, the sale price represents the fair value of the Patent.

9. Under the circumstances, the sale of the Patent pursuant to the Murphy USA, Inc. Asset Purchase Agreement is in the best interests of all creditors and parties-in-interest.

CONCLUSIONS OF LAW

10. The sale of the Patent pursuant to the Murphy USA, Inc. Asset Purchase Agreement complies in all respects with Chapter 128 of the Wisconsin Statutes.

11. Any Objections to the Patent Motion not otherwise withdrawn or resolved are hereby overruled on their merits.

12. Upon closing, the sale of the Patent to Murphy USA, Inc. will constitute a valid, legal and enforceable transfer of all right, title and interest of American TV and the Receiver in the Patent.

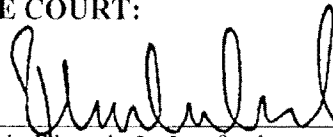
13. Murphy USA, Inc. shall not be liable for any debts, liabilities or obligations of American TV.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The sale of the Patent to Murphy USA, Inc. pursuant to the Asset Purchase Agreement with the Receiver be and the same hereby is approved.
2. The Receiver is hereby authorized to execute the Asset Purchase Agreement with Murphy USA, Inc. and all documents necessary to effectuate the sale of the Patent pursuant to that Agreement.
3. The sale of the Patent shall be free and clear of all liens, claims and encumbrances.
4. The Receiver is authorized to pay a success fee to Sherwood in the amount of \$2,500 out of the closing proceeds.
5. This Court retains exclusive jurisdiction to interpret the provisions of this Order, the Asset Purchase Agreement between with the Receiver and Murphy USA, Inc., and to resolve any disputes with respect to the sale of the Patent.

Dated this ____ of November, 2014.

BY THE COURT:



Honorable Rhonda L. Lanford
Circuit Court Judge