PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3268478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LADDER'S LITTLE HELPER LLC	02/15/2015

RECEIVING PARTY DATA

Name:	SARGENT CONSUMER PRODUCTS LLC
Street Address:	2230 VALLEY VIEW PKWY #516
City:	ELDORADO HILLS
State/Country:	CALIFORNIA
Postal Code:	95762

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D613423

CORRESPONDENCE DATA

Fax Number: (816)817-1380

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.

Phone: 816-651-2568
Email: tom@thehandycamel.com
Correspondent Name: THOMAS GRAY
Address Line 1: 13670 N ROBINHOOD LN
Address Line 4: KANSAS CITY, MISSOURI 64164

NAME OF SUBMITTER:	THOMAS B GRAY
SIGNATURE:	/Thomas B Gray/
DATE SIGNED:	03/17/2015

Total Attachments: 14
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ASSET PURCHASE AGREEMENT

15th This **ASSET PURCHASE AGREEMENT** ("**Agreement**") is hereby entered into this 15 day of February, 2015, by and among LADDER'S LITTLE HELPER, L.L.C, a Missouri (United States) limited liability company (doing business as Ladder's Little Helper), Tom Gray, an individual, and Amy Gray, an individual (collectively, "**Seller**" or "**Party**"), and Sargent Consumer Products LLC, a California limited liability company ("**Buyer**" or "**Party**") (Buyer and Seller collectively, "**Parties**").

RECITALS

A. Seller manufactures and sells a ladder safety product, Ladder's Little Helper ("**Product**"), and the founder, Tom Gray, may individually own or otherwise retain certain rights with respect to certain assets relating to the Product, or the business of the Seller reasonably related to the Product ("**Business**").

B. Seller desires to sell, and Buyer desires to purchase certain assets and rights of Seller, as indicated in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following defined terms shall have the following meanings:

(a) "**Adjustment Amount**" shall mean the number (positive or negative) equal to the amount determined by subtracting the Closing Working Capital from the Initial Working Capital;

(b) "**Closing**" shall have the meaning set forth in Section 3.1 of this Agreement;

(c) "**Closing Working Capital**" shall mean the fair-market value of all Inventories and accounts receivable at the time of the Closing;

(d) "**Encumbrance**" shall mean, without limitation, any lien, pledge, hypothecation, charge, mortgage, deed of trust, security interest, encumbrance, claim, infringement, option, right of first refusal, preemptive right, community property interest, or restriction of any nature on any asset;

(e) "**Entity**" shall mean a Person other than an individual;

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(f) "**Governmental Authority**" shall mean any federal, state, local, or foreign court, administrative agency or commission, or other governmental authority or instrumentality;

(g) "**Initial Working Capital**" shall mean the fair-market value of the Inventories and accounts receivable communicated to Buyer as of December 31, 2014, specifically the amount of $4,314.26;

(h) "**Intellectual Property Rights**" shall mean, collectively, all of the following worldwide intangible legal rights, acquired by ownership, license, or other legal operation: (1) all patents, patent applications, and patent rights, including all continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions of them; (2) all trademarks, trade names, logos, and service marks, registered or not; (3) all rights associated with works of authorship, including copyrights (registered or not), copyright applications, copyright registrations, moral rights, mask work rights, mask work applications, and mask work registrations; (4) all inventions (patentable or not), know-how, show-how, formulas, processes, techniques, confidential business information, trade secrets, and other proprietary information, technology, and intellectual property rights; and (5) all rights to sue or make any claims for any past, present, or future misappropriation or unauthorized use of any of the foregoing rights and the right to receive income, royalties, damages, or payments that are now or will later become due with regard to the foregoing rights; and (6) all rights to domain names and websites that are related to the Business and Product;

(i) "**Person**" shall mean any individual, corporation, partnership, estate, trust, company (including any limited liability company), firm, or other enterprise, association, organization, or Governmental Authority;

(j) "**Proceeding**" shall mean any claim, action, suit, investigation, or administrative or other proceeding before any Governmental Authority or any arbitration or mediation; and

(k) "**Taxes**" or "**Tax**" shall mean any and all federal, state, local, or foreign taxes, assessments, and other governmental charges, duties, impositions, and liabilities relating to taxes of any kind, together with all interest, penalties, and additions imposed with respect to such amounts.

ARTICLE 2
PURCHASE AND SALE

2.1 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase from Seller, all of the following rights and title to and interest in the assets,

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properties, and Business, free from Encumbrances (collectively, "**Purchased Assets**"):

(a) All supplier and vendor contracts, including, without limitation, any contracts listed in **Exhibit A** ("**Assumed Contracts**");

(b) To the extent permitted by law and without limitation, all licenses, permits, variances, interim permits, permit applications, approvals, and other authorizations under any law required in connection with the operation of the Seller's Business or the ownership and operation of the assets, properties, and Business ("**Permits**");

(c) The inventories of raw materials, tooling to manufacture the Product, packaging, promotional materials, work in process, and finished goods ("**Inventories**") that relate to the Product or operation of the Business, wherever situated;

(d) The books and records of Seller that contain a complete and accurate description of, and the location of, all machinery, equipment, supplies, tools, molds, patterns, drawings, and other tangible personal property owned by, in the possession of, or used by Seller in connection with the Business, work in process, and finished goods ("**Books and Records**"):

(e) All Intellectual Property Rights necessary for Buyer to use the Purchased Assets;

(f) All intangible assets, other than those specifically referred to elsewhere in this Agreement ("**Intangible Assets**");

(g) All open accounts receivable as of the Closing; and

(h) Specifically, but without limitation, all Assumed Contracts, Permits, Inventories, Intellectual Property Rights, and Intangible Assets listed in **Exhibit A** of this Agreement.

2.2 **Purchase Price**. In exchange for the Purchased Assets, Buyer shall pay to Seller and Seller shall accept from Buyer the sum of eighty-five thousand dollars ($85,000.00), adjusted according to the Adjustment Amount ("**Purchase Price**"), paid to Seller upon Buyer obtaining financing from a lender of Buyer's choice, but in no event more than ten (10) calendar days from the Closing.

2.2.1 **Transaction Subject to Financing**. Buyer and Seller agree that the consummation of the transactions contemplated by this Agreement is subject to Buyer receiving financing from a lender of Buyer's choice to purchase the Purchased Assets. Buyer shall pay to Seller the Purchase Price within ten (10) calendar days of the Closing via check or wire transfer, or this Agreement shall be null and void, and Seller shall return the Note to Buyer.

2.2.2 **Seller Note**. In addition to the Purchase Price, at the Closing Buyer shall deliver to Seller a note, secured by the assets of the Buyer (Sargent Consumer Products LLC)

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and payable on the one (1) year anniversary of the Closing, in the amount of fifteen thousand dollars ($15,000.00) at zero percent (0%) interest ("**Note**").

2.3 **Excluded Assets.** Notwithstanding Section 2.1, Buyer shall not purchase from Seller, nor shall Seller sell to Buyer, the following specific assets and properties of Seller ("**Excluded Assets**"):

(a) Any real property (including furniture, fixtures, and building systems) owned, leased, or otherwise used by the Seller, including, without limitation, the facility located at 13670 NW Robinhood Lane, Kansas City, Missouri 64164;

(b) Seller's corporate minute books and ledgers; and

(c) All employment contracts, collective bargaining agreements, and pension, bonus, profit-sharing, stock option plans, or other agreements providing for employee remuneration or benefits.

2.4 **No Assumed Liabilities.** Buyer shall assume all of Seller's rights and obligations arising from and after the Closing under the Assumed Contracts (and only those contracts). Seller shall remain liable for all obligations arising under such contracts before the Closing. It is expressly understood and agreed that Buyer shall not be liable for any of the debts, obligations, or liabilities of Seller of any kind other than those specifically assumed by Buyer under this Section 2.4, and that Seller shall remain liable and responsible for any and all of its debts, obligations, and liabilities not expressly assumed by Buyer under this Agreement. Seller shall retain and remain solely liable for, without limitation, all of Seller's Taxes, accounts payable, liabilities relating to product returns and warranty claims on products sold by Seller, intellectual property infringement, law suits, Product liability claims, violations of law, torts, accounts payable, indebtedness, advertising allowances, liens, and causes of action relating to the Business and employment of employees, consultants, independent contractors, or otherwise prior to Closing.

2.5 **Allocation of Purchase Price.** Before the Closing, Buyer and Seller will agree on the allocation of the Purchase Price among the Purchased Assets, and such allocation shall be conclusive and binding on Buyer and Seller for all purposes, including reporting and disclosure requirements under the Internal Revenue Code and any other state, local, or foreign tax authority.

ARTICLE 3
CLOSING

3.1 **Closing.** The sale and transfer of the Purchased Assets by Seller to Buyer ("**Closing**") shall take place at the office of the Seller as soon as practicable after the date on which the last of the conditions set forth in Article 6 is satisfied, but in no event later than three (3) days after such date.

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3.2 **Deliverables**. At the Closing:

(a) Seller shall deliver to Buyer a duly executed bill of sale, which shall be attached hereto as **Exhibit B** ("**Bill of Sale**"); and

(b) Buyer shall deliver to Seller the duly executed Note.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to the Buyer that:

4.1 **Authorization and Enforceability**. Seller has the full capacity, power, and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. This Agreement is binding upon the Seller and is enforceable against the Seller in accordance with the terms of this Agreement, except as enforceability may be limited or otherwise affected by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other laws affecting creditors' rights, contractual obligations generally, or equitable principles affecting the enforceability of remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

4.2 **No Conflict**. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (1) a default or an event that, with notice, lapse of time, or both, would be a default, breach, or violation of the organizational documents of Seller or any lease, license, promissory note, conditional sales contract, commitment, indenture, or other agreement, instrument, or arrangement of the Purchased Assets or to which Seller is a party: (2) an event that would permit any Person to terminate any agreement to which Seller is a party or is bound, or to which any of the Purchased Assets are subject; (3) violate any law, rule, or regulation of any Governmental Authority or any order, writ, injunction, Proceeding, or decree of any court or Governmental Authority; or (4) the creation or imposition of any Encumbrance on any of the Purchased Assets.

4.3 **Title to Purchased Assets**. Seller has good and marketable title to all Purchased Assets, free and clear of all Encumbrances. The Purchased Assets are all assets necessary to operate the Business in the manner Buyer intends to operate the Business. All Purchased Assets are in good condition and repair and fit for their intended purpose. The Seller has the full right to sell, convey, transfer, assign, and deliver the Purchased Assets to the Buyer, and, at and as of the Closing, the Buyer will have good, valid, and marketable title to all of the Purchased Assets, free and clear of all Encumbrances. No claims have been made or threatened by any Person asserting that such Person is the holder or beneficial owner of, or has the right to acquire or obtain beneficial ownership of, any of the Purchased Assets, or that such Person is entitled to all or any portion of the Purchased Assets.

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4.4 **Compliance with Laws and Other Regulations**. Seller is not subject to, nor has been threatened with, any fine, penalty, liability, or disability as a result of the failure to comply with any requirement of federal, state, local or foreign law, rule, or regulation, or any requirement of any Governmental Authority or agency having jurisdiction over Seller. Seller is in compliance with all of those laws, rules, regulations, and other requirements to the extent that the failure to comply could have a material adverse effect on the Purchased Assets or Buyer.

4.5 **Consents and Approvals**. Seller has obtained all consents and approvals necessary from any third parties to transfer the Purchased Assets to Buyer. The completion of the transactions contemplated by this Agreement will not result in any Encumbrances on the Purchased Assets.

4.6 **Permits**. The Seller owns or holds all licenses, permits, variances, interim permits, permit applications, approvals, or other authorizations under any law required in connection with the operation of the Business or the ownership or operation of the Purchased Assets (the "**Material Permits**"). All required fees required in connection with the Material Permits have been paid. The Material Permits are valid and no state, local, or federal Governmental Authority has notified Seller that it intends to modify, cancel, terminate, or not renew any Material Permit. The Seller has conducted and is conducting the Business in compliance with the terms, requirements, standards, criteria, and conditions set forth in the Material Permits. The Seller has made available to the Buyer true, complete, and correct copies of all Material Permits.

4.7 **Tax Matters**. Seller has duly, accurately, and timely filed all returns and reports, and has paid, when due, all due Taxes and assessments, and all income, sales, use, and employment-related Taxes, including any related penalties, interest, and deficiencies that have become due and payable with respect to, or may result in an Encumbrance upon any of the Purchased Assets.

4.8 **Intellectual Property**. The past conduct by Seller of the Business and the use of the Purchased Assets in the conduct of the Business does not infringe on any Intellectual Property Rights of any Person, and no Person has, to the knowledge of Seller, asserted or threatened to assert against Seller any claim of infringement of Intellectual Property Rights. Seller owns or has the exclusive right under license to make, use, sell, offer to sell, import, export, copy, publicly display, publicly perform, create derivative works of, distribute, license, and bring actions for the infringement of the Purchased Assets and all Intellectual Property Rights associated with them. Seller has not granted any Person any outstanding licenses or other rights to any of the Purchased Assets. None of the Purchased Assets are held or used under a license or similar grant of rights by any Person. Seller is not liable for, nor has made any contract or arrangement by which it may become liable to, any Person for any royalty, fee, or other compensation for the ownership, use, license, sale, offer of sale, distribution, manufacture, import, export, reproduction, distribution, public display, public performance of, or creation of derivative works based on any of the Purchased Assets.

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4.9 **Accuracy of Statements.** No representation or warranty made by Seller in this Agreement, or any information (financial or otherwise), statement, certificate, or schedule furnished, or to be furnished, to Buyer pursuant to this Agreement, or in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the information or statements not misleading.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 **Authorization and Enforceability.** Buyer is a limited liability company, the Articles of Organization of which were submitted to the California Secretary of State for formation under the laws of the State of California. This Agreement is binding upon Buyer and is enforceable against Buyer in accordance with the terms of this Agreement, except as enforceability may be limited or otherwise affected by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other laws affecting creditors' rights, contractual obligations generally, or equitable principles affecting the enforceability of remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

5.2 **No Conflict.** The execution and delivery of this Agreement will no violate any law, rule, or regulation of any Governmental Authority or any order, writ, injunction, or decree of any court or Governmental Authority.

ARTICLE 6
CONDITIONS TO CLOSING

6.1 **Seller's Conditions.** Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of the following conditions:

(a) The representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing with the same force and effect as if they had been made as of the date hereof;

(b) The Seller shall have performed all covenants;

(c) The Seller shall have executed and delivered to Buyer the Bill of Sale;

(d) Seller shall have assigned all Assumed Contracts to Buyer;

(e) Seller shall have delivered to Buyer all purchase and sales orders for the Product placed within the past three (3) year from the Closing;

(f) Seller shall have used their best efforts to preserve their respective business organizations intact, to keep available to Seller their present officers and employees,

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and to preserve their present relationships with suppliers, customers, and others having business relationships with Seller;

(g) Seller shall not have entered into any contract, commitment, or transaction not in the usual and ordinary course of its business or not consistent with its past practices;

(h) During the period from the execution of this Agreement to the Closing, there shall not have been any material adverse change in the financial condition or the results of operations or prospects of Seller, and Seller shall not have sustained any material loss or damage to its insured or uninsured assets that materially affects its ability to conduct its Business or the value of the Purchased Assets under this Agreement at the Closing;

(i) No Proceeding before any Governmental Authority pertaining to the transaction contemplated by this Agreement or to its consummation, or that could reasonably be expected to have a material adverse effect on Seller or any of its Business, assets, or financial conditions, or the Purchased Assets, shall have been instituted or threatened before the Closing; and

(j) Seller shall have maintained insurance on all Purchased Assets of a type customarily insured, covering property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks against which it is customary to insure.

6.2 **Buyer's Conditions.** The Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of the following conditions:

(a) The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects as of the Closing with the same force and effect as if they had been made as of the date hereof;

(b) Buyer shall have completed its due diligence of the Seller, Purchased Assets, and the Business to Buyer's satisfaction;

(c) Buyer shall have performed all covenants; and

(d) Buyer shall have delivered to Seller the Note.

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ARTICLE 7
POST-CLOSING COVENANTS

7.1 **Transaction Subject to Financing**. Buyer and Seller agree that the consummation of the transactions contemplated by this Agreement is subject to Buyer receiving financing from a lender of Buyer's choice to purchase the Purchased Assets. Buyer shall pay to Seller the Purchase Price within ten (10) calendar days of the Closing via check or wire transfer, or this Agreement shall be null and void, and Seller shall return the Note to Buyer.

7.2 **Further Assurances**. After the Closing, Seller shall execute and deliver all such other materials as Buyer may reasonably request in order to effectuate the transfer of the Purchased Assets, including, without limitation, execution of assignments of Intellectual Property Rights. All such further assurances shall be delivered to Buyer within seven (7) days of the Closing and shall be in the form and substance satisfactory to Buyer, in Buyer's sole and absolute discretion.

7.2.1 **Non-Disclosure; Non-Competition Agreements**. The further assurances in Section 7.2, above, shall specifically include the execution of the appropriate non-disclosure and non-competition agreements by Seller, and any other Person who had access to confidential information or trade secrets of the Business, or that relate to the Purchased Assets.

7.3 **Indemnification by Seller**. Seller, jointly and severally (each an "**Indemnifying Party**"), shall defend, indemnify, hold harmless, and reimburse Buyer, and its managers, members, officers, employees, representatives, and agents (each an "**Indemnified Party**"), against and in respect of any and all loss, cost, damage, decrease in value, liability, obligation, claim, expense (including investigation expenses, court costs, attorney, and other professional fees and similar expenses), or deficiency (collectively, "**Losses**") arising from Excluded Assets, Excluded Liabilities, and the Purchased Assets, or facts, circumstances, or events constituting an inaccuracy, misrepresentation, breach, or nonperformance of any representation, warranty, covenant, undertaking, condition, or agreement made or to be performed by Seller pursuant to this Agreement or any document delivered to Buyer in completing the transactions contemplated by this Agreement, regardless of whether the inaccuracy, misrepresentation, breach, or omission was deliberate, reckless, negligent, innocent, or unintentional. For the avoidance of doubt and without limitation, this Section shall apply to Losses related to actual or alleged: (i) violations of law; (ii) pre-closing tax payment obligations; (iii) breach, nonperformance, or failure to timely perform under contracts (oral or written), leases, or warranties; (iv) claims by present or former employees or applicants for employment, for matters occurring before the closing;; (v) and economic losses and consequential damages.

7.3.1 **Products Sold After Closing**. Notwithstanding the provisions of Section 7.3, above, Indemnifying Party shall not be obligated to defend, indemnify, hold harmless, or reimburse Indemnified Party from any Losses arising from, or in connection with all Products sold after the Closing.

7.3.2 **Indemnification Procedures**. The Indemnified Party shall give reasonable notice to the Indemnifying Party of the assertion of any claim, or the commencement of any suit, action, or Proceeding with respect to which the Indemnified Party may seek indemnification under this Agreement. The Indemnifying Party shall have the obligation to

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participate in and control the defense of any suit, action, or Proceeding at the Indemnifying Party's own expense. If after the notice the Indemnifying Party does not so participate, the Indemnifying Party shall nevertheless be bound by the results obtained.

7.3.3 **Reimbursement for Losses**. If an Indemnified Party is entitled to indemnification under this Agreement for Losses, the Indemnifying Party shall reimburse the Indemnified Party for those Losses upon demand of the Indemnified Party.

7.3.4 **Remedies Cumulative**. The remedies provided in this Section 7.2 are cumulative and shall not prevent the assertion by any Party of any other rights or the seeking of any other remedies against any other Party to this Agreement.

7.4 **Confidentiality**. Unless otherwise required by law, a Party to this Agreement shall not make any disclosure of the existence or terms of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other Party, except that each Party may disclose the transactions contemplated by this Agreement to that Party's attorneys, accountants, and other professional advisers, to that Party's institutional lenders, and to that Party's management employees, to the extent that any of those Persons or Entities needs to know of the terms in connection with the Person's or Entity's relationship with the disclosing Party, and Buyer may disclose the transactions contemplated by this Agreement in connection with any financing that it may undertake to the extent any potential lender needs to know of the terms in connection with that lender's relationship with Buyer.

7.5 **Seller's Maintenance of Insurance Policy**. For a period of three (3) years after the Closing, Seller shall maintain a product liability insurance policy in Seller's name to protect the Parties from any claims of Losses related to the Purchased Assets or Business before the Closing.

ARTICLE 8
GENERAL PROVISIONS

8.1 **Survival of Representations, Warranties, Covenants, and Indemnities**. All representations, warranties, covenants, and indemnities made by any Party to this Agreement shall survive the Closing of the transactions contemplated by this Agreement and any investigation at any time made by or on behalf of any Party before or after the Closing. No investigation by any Party shall in any way affect that Party's right to rely on the representations, warranties, and covenants of any Party set forth in this Agreement or any document related to this Agreement.

8.2 **Expenses**. Each Party shall pay that Party's respective expenses, costs, and fees (including professional fees and expenses) incurred in connection with the negotiations, preparation, execution, and delivery of this Agreement and the completion of the transactions contemplated by this Agreement. Seller shall pay the cost of any conveyance, transfer, excise, storage, sales, use, recording, or similar Taxes or fees, if any, arising out of the sale, transfer, conveyance, or assignment of the Purchased Assets to Buyer.

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8.3 **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the earlier of actual receipt of the written notice or three (3) days after deposit of the written notice in the United States mail, first class postage prepaid, addressed to the applicable Party at the address shown on the signature page of this Agreement. Any Party may change that Party's address by prior written notice to the other Party.

8.4 **Entire Agreement.** This Agreement, and the exhibits to this Agreement (which are incorporated into this Agreement by reference), set forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Agreement, and supersede all prior agreements, arrangements, and understandings related to the subject matter of this Agreement.

8.5 **Amendment.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions of this Agreement may be waived, only by a written instrument signed by all of the Parties to this Agreement, or, in the case of a waiver, by or on behalf of the Party waiving compliance. Buyer may terminate this Agreement any time after March 1, 2015, if all conditions set forth in Section 6.1 have not been fully satisfied by that date.

8.6 **Specific Performance.** The Parties to this Agreement agree that irreparable damages shall occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States, or any state or foreign country having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.7 **Counterparts.** This Agreement may be signed in original or by fax in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one complete document.

8.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri, without regard to conflict of law principles.

8.9 **Word Usage.** Unless the context clearly requires otherwise: (a) "or" shall not be exclusive; (b) "includes" and "including" shall not be limiting; (c) reference to any document is to that document, as amended to the date of this Agreement, including all exhibits and schedules, if any; and (d) "known to" or "knowledge of" a Party shall mean, with respect to any fact, circumstance, event, or other matter in question, the actual knowledge of it with respect to an individual, if knowledge refers to the knowledge of an individual, and of an officer or member of a Party if knowledge refers to a Party that is not an individual.

The Parties have signed this Agreement as of the date set forth above.

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BUYER:

SARGENT CONSUMER PRODUCTS LLC

2230 Valley View Pkwy
(Address)

Eldorado Hills, CA 95762
(City, State, Zip)

By: [signature]
Douglas Flood, President

SELLER:

LADDER'S LITTLE HELPER L.L.C.

13670 NW Robinhood Ln
(Address)

Kansas City MO 64164
(City, State, Zip)

By: [signature]
Tom Gray, President

SELLER:

TOM GRAY

[signature]
Tom Gray, individually

13670 NW Robinhood Ln
(Address, City, State, Zip)
Kansas City MO
64164

SELLER:

AMY GRAY

[signature]
Amy Gray, individually

13670 NW Robinhood Ln
(Address, City, State, Zip)
Kansas City, MO 64164

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www.laddersiittlehelper.com.au domain name
www.laddersiittlehelper.co.nz domain name
www.laddersiittlehelper.com.uk domain name
Ladder's Little Helper Logo

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EXHIBIT A

Description	Number	Owner	Original Purchase Price	Expires
USA Trademark	3,830,604	Owned by Tom Gray thru DL Gray and Sons		
Canadian Trademark	1,481,356	Owned by LLH USA	$1,325	4/29/28
Australian Trademark Logo	1284432	Owned by LLH USA		
Australian Trademark Class 20	1284433	Owned by LLH USA		
Aussie Design Patent Renewal	324977	Owned by LLH USA	$779.90	2/18/19
US Design Patent	29315928	Owned by LLH USA		8/6/23

Equipment Description	Originally Purchased From	Purchase Date	Purchase Price	Purchase Date	Purchased For
Plastic Injection Mold to product 1 unit	Romar Engineering	6/17/09	40,975.00	12/31/10	$30,000
Dial Dial for Mold added to Mold	Koller Craft			9/2/10	$550
Cavity injection mold over mold	Mission Plastics			5/22/12	$54,600
				Total	$85,150

Other Items
2 Pull Up Signs
2 Corflute Signs
4 large boxes of brochures
Print Plates retrieved from Labels Unlimited for Labels
www.ladderslittlehelper.com website
www.ladderslittlehelper.com.au domain name
www.ladderslittlehelper.co.nz domain name
www.ladderslittlehelper.com.uk domain name
Ladder's Little Helper Logo

LLH Initials

Tom Gray Initials

Sargent Initials

Item	Qty	Cost	Total
Wrap Box New	974	0.708	$689.59
Warning Label	2200	0.078	$171.60
Warning Label	110	0.078	$8.58
5pk Wrap Shipper Box	137	2.09	$286.33
Front Sticker	100	0.128	$12.80
LLH05-5pk shelf tray filled with LLH units	30	30.665	$919.95
5pk black tray box	171	2.709	$463.24
5pk tray lid for shipping	420	1.626	$682.92
LLH single shipper box used for internet orders	25	0.858	$21.45
	Total		$3,256.46

LLH Initials

Tom Gray Initials

Sargent Initials