

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4094152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/14/2011
CONVEYING PARTY DATA	
Name	Execution Date
ULTIMATE SURVIVAL TECHNOLOGIES, LLC	01/14/2011
RECEIVING PARTY DATA	
Name:	REVERE SUPPLY COMPANY, INC.
Street Address:	7720 PHILIPS HIGHWAY
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32207
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D613118
Patent Number:	5919037
Patent Number:	5279628
CORRESPONDENCE DATA	
Fax Number:	(904)398-0440
<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:	9048072180
Email:	cbroughan@marksgray.com
Correspondent Name:	CRYSTAL BROUGHAN
Address Line 1:	1200 RIVERPLACE BOULEVARD
Address Line 2:	SUITE 800
Address Line 4:	JACKSONVILLE, FLORIDA 32207
ATTORNEY DOCKET NUMBER:	27308
NAME OF SUBMITTER:	CRYSTAL BROUGHAN
SIGNATURE:	/Crystal Broughan/
DATE SIGNED:	10/12/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 15	

source=Revere-UST APA pages#page1.tif
source=Revere-UST APA pages#page2.tif
source=Revere-UST APA pages#page3.tif
source=Revere-UST APA pages#page4.tif
source=Revere-UST APA pages#page5.tif
source=Revere-UST APA pages#page6.tif
source=Revere-UST APA pages#page7.tif
source=Revere-UST APA pages#page8.tif
source=Revere-UST APA pages#page9.tif
source=Revere-UST APA pages#page10.tif
source=Revere-UST APA pages#page11.tif
source=Revere-UST APA pages#page12.tif
source=Revere-UST APA pages#page13.tif
source=Revere-UST APA pages#page14.tif
source=Revere-UST APA pages#page15.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is dated as of January 14, 2011 by and among **REVERE SUPPLY CO., INC.**, a Florida Corporation ("Buyer"), **ULTIMATE SURVIVAL TECHNOLOGIES, LLC**, a Washington Limited Liability Company ("Seller"), and **CHRIS VENTI** and his Affiliates (including the Insight Group, LLC), an individual living in the State of Washington (the "Principal"). Buyer, Seller and Principal shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, Seller owns and operates multiple lines of business, one of which is the design, manufacture, marketing, and sale of a broad range of survival, rescue, life support and disaster preparedness products for the hunting, camping and hiking markets;

WHEREAS, the Principal is the sole member of Seller, shall obtain a substantial benefit from Buyer's execution and performance of this Agreement, and has therefore agreed to be bound to certain provisions hereof; and

WHEREAS, Buyer desires to purchase and Seller desires to sell certain Business assets of Seller, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged upon the execution of this Agreement, the Parties hereto do hereby agree as follows:

Section 1. Legal Effect of Recitals. The Recitals set forth are true and correct and are an integral part of this Agreement and shall have the same contractual significance and effect as all other provisions of this Agreement.

Section 2. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" shall mean, with respect to any Person, any other Person (including any shareholder, member, subsidiary, officer, director, manager or partner of such Person) which directly or indirectly controls, is controlled by or is under common control with such Person, whether through the ownership of securities, by contract or otherwise.

"Agreement" shall mean this Asset Purchase Agreement and all Schedules and Exhibits hereto, as the same may from time to time be amended.

"Business" shall mean the design, manufacture, marketing and sale of a broad range of survival and rescue products for the hunting, camping, recreational, hiking and disaster preparedness markets excluding military and/or public first responder agencies.

"Business Day" shall mean any day of the year (other than a Saturday or Sunday) on which banks in the State of Florida are open for business.

"Closing" shall mean the closing of the transactions contemplated by this Agreement.

"Code" shall mean the Internal Revenue Code of 1986 and all regulations promulgated thereunder, as the same have from time to time been amended.

"Confidential Information" shall mean information or material proprietary to the Business or the Buyer, considered confidential by the Buyer, or created by the Seller, its employees and/or the Principal related to the business and not generally known to the public, and all trade secrets relating to the Business as that term is defined in the trade secrets laws of any state in which Buyer conducts business. Confidential Information also includes information or material proprietary to Seller's Retained Business or the Seller, considered confidential by the Seller, or created by the Seller or its Affiliates relating to the Retained Business and not generally known to the public, and all trade secrets relating to the Retained Business as the term "trade secrets" is defined in the trade secret laws of any state in which Seller conducts its business. Confidential Information for either Buyer or Seller also includes, but is not limited to, the following types of information and any other information of a similar nature (whether or not reduced to writing) related to the Business; and the Seller's business strategies, record-keeping systems, computerized operating systems and methods, internally-developed software, intellectual property, other proprietary information, system manuals, variations on or combinations of products and/or services, business plans, marketing and promotional programs, sales techniques, customer lists, personnel management and control systems, and computer, accounting and inventory systems, together with certain other proprietary information, standards, specifications, procedures, processes, plans and methods of operation, pricing or fee estimates or schedules, pricing/fee policies, and financial information. Confidential Information further includes any information described above which the Buyer has obtained from the Seller and which the Buyer treats as proprietary or designates as Confidential Information, whether or not owned by or developed by the Buyer. Such information shall not be considered Seller's Confidential Information. Information publicly known without breach of this Agreement or that is generally employed by the industry shall not be deemed part of the Confidential Information.

"Contract" means all agreements, whether oral or written and whether express or implied (whether legally binding or not), including contracts, contract rights, promises, commitments, undertakings, customer accounts, orders, leases, guarantees, warranties and representations, franchises benefiting or relating to the Business, the operation thereof, or the Purchased Assets, and all renewals, replacements, and substitutions.

"Customers" shall mean those customers which as of the Closing Date are the customer of Seller.

"Encumbrance" shall mean any lien, mortgage, security interest, pledge, option, restriction on transferability, defect of title or other claim, conditional sale or title retention agreement, demand, charge or encumbrance of any nature whatsoever, including any restriction on the use, voting, transfer, receipts of income or other exercise of any attributes of ownership.

"Engage in Competition" shall mean: (i) knowingly performing, providing, engaging in, or conducting, directly or indirectly, services, products, and/or a business substantially similar to the services, products, and/or business performed, provided, engaged in or conducted by the Buyer; and (ii) soliciting or offering to provide or sell products or services

provided by the Buyer to any individual or entity which is a Customer or a customer of Buyer, as an owner, proprietor, investor, shareholder, partner, principal, director, officer, employee, consultant, independent contractor, or any other capacity; provided, however, that ownership of less than five percent (5%) of any class of securities of any company that is listed for sale on any national securities exchange or on NASDAQ shall not be deemed a violation of this provision.

"Intellectual Property Assets" shall mean all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including: (i) all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications relating to the Business; (ii) all patents, patent applications and inventions and discoveries that may be patentable relating to the Business; (iii) all registered and unregistered copyrights in both published works and unpublished works relevant to the Business; (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, design specifications, and blue prints relevant to the Business; and (vi) all rights in internet web sites and internet domain names presently used by Seller relevant to the Business.

"IRS" shall mean Internal Revenue Service.

"Knowledge of" shall mean the actual knowledge after reasonable inquiry of appropriate management personnel.

"Litigation Expense" shall mean any expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against under this Agreement.

"Loss" shall mean any loss, obligation, claim, liability, expense incurred by Buyer prior to closing in reliance of the Agreement, settlement payment, award, judgment, fine, penalty, interest charge, expense, damage or deficiency or other charge, including Litigation Expenses.

"Ordinary Course of Business" shall mean an action taken by a Person only if that action: (i) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; (ii) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and (iii) is similar in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person.

"Person" shall mean and include an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, a joint venture, a trust, an unincorporated association, a government or political subdivision or agency thereof or any other entity.

"Personnel" shall mean the officers, employees, independent contractors and consultants of the Seller.

"Retained Business" shall mean the design, manufacture, marketing and sale of rescue and survival products worldwide to national, state or local governmental units or jurisdictions.

"Seller's Books and Records" means all of Seller's customer lists, potential customer lists, contact lists, business and sales leads, and distributor and supplier lists, as well as all information related thereto related to the Business; however, it shall not include Seller's accounting or financial records, bank statements, tax records, minute books, or documents relating to Seller's organization or governance or any records related to any business other than Seller's Business.

"Tangible Personal Property" shall mean all equipment, tools, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned by Seller relating to the Business (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers of any item or component part thereof and all maintenance records and other documents relating thereto.

"Tax" means any federal, state, provincial, local, foreign or other income, alternative, minimum, inheritance, accumulated earnings, personal holding company, corporation, franchise, capital stock, net worth, capital, profits, windfall profits, capital gain, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not).

Section 3. Purchased Assets.

(a) Purchased Assets. Subject to the terms and conditions of this Agreement, at Closing Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, the Purchased Assets, free and clear of any Encumbrances. The term "Purchased Assets" means only those assets specifically identified below:

- (i) all Seller's Tangible Personal Property related to the Business, including, but not limited to, those items described in **Exhibit A**;
- (ii) all Seller's rights to design, redesign, distribute, manufacture, market, license, sell and support the products described in **Exhibit B** (the "Product Lines").
- (iii) Customer, vendor and supplier purchase orders and contracts pending between Seller and its Customers, vendors and suppliers specifically identified on **Exhibit C**;
- (iv) all Intellectual Property Assets relating to the Business, including, but not limited to, all names of Product Lines and all designs,

plans, drawings and specifications related to the Products Lines or the Business; and all Seller's right, title and interest in the trade name "Ultimate Survival Technologies" and the registered patents and trademarks set forth on **Exhibit D**;

- (v) all of Seller's Books and Records relating to the Business;
- (vi) all Contracts listed on **Exhibit E**;
- (vii) all manufacturer warranties and similar rights in favor of Seller with respect to any Purchased Assets;
- (viii) subject to the delay provided in Section 17(b), all website domains, including "www.ultimatesurvival.com," and email addresses used in the operations of the Business; and
- (ix) all goodwill appurtenant to Seller's Business.

(b) Excluded Assets. Notwithstanding the foregoing, all remaining assets of Seller not identified and set forth in Section 3(a) above as Purchased Assets, are expressly excluded from the purchase and sale contemplated hereby and, as such, are not included in the Purchased Assets. The excluded assets further include, but are not limited to, those assets listed on **Exhibit F** ("Excluded Assets").

(c) Assumption of Liabilities. Except those obligations explicitly set forth in **Exhibit G** as Assumed Obligations, Buyer expressly does not assume or agree to pay, perform or discharge, and does not take any of the Purchased Assets subject to any debts, obligations, or liabilities of Seller whatsoever, whether matured, unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, and nothing herein shall be construed or interpreted as an assumption by Buyer of any such liabilities. Buyer will assume no obligation for unpaid benefits to Seller's Personnel.

Section 4. Purchase Price; Payment; Allocation.

(a) Purchase Price. The Purchase Price for the purchase and sale of the Purchased Assets shall be [REDACTED] (\$[REDACTED]); of which [REDACTED] (the "Closing Payment") shall be payable to the Sellers at Closing in the manner set forth in **Exhibit K**. The remainder of the Purchase Price, [REDACTED] (the "Escrow Amount") shall be held in escrow by Ivan, Cole, Bonnette & Kane, P.A., a Florida professional association (the "Agent"), under the terms of the Escrow Agreement attached hereto as **Exhibit L** and incorporated by specific reference hereto until such time as the terms of the Escrow Agreement authorize disbursement to the appropriate party.

(b) Allocation. The Purchase Price of the Purchased Assets shall be allocated as follows:

- (i) [REDACTED] to Tangible Personal Property.

- (ii) [REDACTED] to Intellectual Property Assets.
- (iii) [REDACTED] to the Noncompetition Restriction provided in Section 6 of this Agreement.
- (iv) The remainder to Goodwill and all general intangibles.

Seller and Buyer shall report the transactions contemplated by this Agreement in a manner consistent with such allocation, including the reports required to be filed under Section 1060 of the Code. Buyer shall prepare and deliver IRS Form 8594 to Seller within Forty-five (45) days after the Closing Date to be filed with the IRS. In addition, Buyer and Seller agree to provide each other with their respective Federal Tax Identification numbers at Closing for purposes of reporting this transaction to the Internal Revenue Service.

(c) Transaction Taxes; Transfer Fees. Seller shall be responsible for all sales, use, transfer, registration, stamp, documentary, recording and similar taxes assessed or payable in connection with the transfer of the Business and the Purchased Assets to Buyer, excluding Buyer's attorney fees.

Section 5. Closing. The Closing shall take place at the office of Ivan, Cole, Bonnette & Kane, P.A. located at One Independent Drive, Suite 3131, Jacksonville, FL 32202 on or before 5:00 pm E.S.T, January 14, 2011 (or at such other time and place as the parties may mutually agree); provided, however, the parties may mutually agree on another date (the "Closing Date"). The transaction contemplated hereby will be effective as of 12:01 a.m. E.S.T. on the Closing Date.

Section 6. Noncompetition Restriction and Confidential Information.

(a) Prohibition on Competition of Seller. Except as expressly authorized by the Licensing and Supply Agreement described in Section 7(c), Seller and the Principal agree that neither it nor he shall, directly or indirectly, at any time for a period of time equal to the longer of: the License Term (as such term is defined in the Licensing and Supply Agreement attached as Exhibit I hereto); and an Eight (8) year period from the Closing Date; Engage in Competition with Buyer or the Business worldwide. In addition, both Seller and the Principal agree that neither it nor he shall, at any time, directly or indirectly solicit the resignation of any of the employees of Buyer or the Business or to otherwise induce or attempt to induce any employee of Buyer to leave the employ of Buyer. Notwithstanding anything herein to the contrary, if duly disclosed, the restrictions contained in this Section 6 shall not prohibit Seller from completing the contracts required of Seller under its retained executed contracts and purchase orders existing on the Closing Date, except for those contracts and purchase orders specifically assigned on Exhibit C, if such executed contracts and purchase orders are not completed prior to the Closing. Seller shall not extend, modify, or renew any retained contracts or purchase orders without the express written consent of the Buyer. Seller shall disclose the retained contracts and purchase orders by providing a copy of all retained contracts and purchase orders to Buyers, within five (5) Business Days of the effective date of this Agreement.

Purchased Assets and to prevent any unfair advantage conferred on either Buyer or Seller if they should breach or otherwise fail to comply with the terms of this Section 6. This Section 6 is reasonable and necessary to protect and preserve for each Party their respective businesses. Seller and Principal acknowledge and agree that (i) the Seller and Principal have intimate and valuable knowledge relevant to the Business and the Purchased Assets, as well as technical, financial, customer, supplier and other confidential information related to the Business and the Purchased Assets, which, if exploited by the Seller or Principal in contravention of the terms of this Agreement, would seriously, adversely and irreparably affect the ability of the Buyer to continue to benefit from the transactions contemplated herein; (ii) the agreements and covenants contained in this Section 6, have been determined by the Buyer to be essential to protect the Business and the Purchased Assets and goodwill of the Buyer and are reasonable in scope and duration; (iii) the Buyer would not consummate the transactions contemplated by this Agreement but for such agreements and covenants; and (iv) Seller and Principal have the means to support itself/himself and his dependents other than by engaging in the Business in contravention of this Agreement, and the provisions of this Agreement will not impair such ability in any manner whatsoever.

(h) **Licensing and Supply Agreement.** The Seller, Principal, and Buyer all recognize that the terms, and execution, of the Licensing and Supply Agreement is an important factor in the willingness of the Parties to execute and consummate this Agreement. Therefore, for the purpose of interpreting, and determining the enforceability of, the restrictive covenants contained herein, the relevant terms of the Licensing and Supply Agreement shall be deemed incorporated herein.

Section 7. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer:

- (a) a bill of sale for all of the Purchased Assets that are Tangible Personal Property in the form of **Exhibit H** (the "Bill of Sale") executed by Seller;
- (b) an assignment or assignments, as required, of all of the Purchased Assets that are Intellectual Property Assets in a form(s) satisfactory to the Buyer and separate assignments for all other intangible assets of the Business in the form of **Exhibit H**, (the "Assignment Agreement") executed by Seller;
- (c) a Licensing and Supply Agreement between Seller and Buyer in the form of **Exhibit J**;
- (d) an Escrow Agreement between Seller, Buyer and Agent in the form of **Exhibit L**;
- (e) such other instruments of sale, transfer, assignment, conveyance and delivery, as are required in order to transfer to Buyer good and marketable title to the Purchased Assets, free and clear of all Encumbrances;
- (f) officer's certificates to the effect set forth in Section 9;
- (g) Subject to the provisions of Section 17(b), an amendment to the Seller's Articles of Incorporation in the manner described in Section 11(c);

(h) an officer's certificate certifying that the resolutions attached thereto are a true, correct and complete copy of the resolutions of the Managers and Members of Seller authorizing, adopting and approving the Agreement and the transactions contemplated hereby; and

(i) such other documents as Buyer or its counsel may reasonably request.

Section 8. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

(a) proof of good standing of Buyer, from the Secretary of State of Florida, and dated within fifteen Business Days prior to the Closing Date;

(b) an amount of cash equal to the Closing Payment in the form of a certified check or wire transfer paid to the Seller in the manner set forth in Exhibit K;

(c) a Licensing and Supply Agreement between Seller and Buyer in the form of Exhibit J;

(d) an Escrow Agreement between Seller, Buyer and Agent in the form of Exhibit L; and

(e) such other certificates and documents as Seller or its counsel may reasonably request.

Section 9. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization; Good Standing; Etc. Seller is a Washington limited liability company in good standing with the Secretary of State of Washington with full power and authority to own its properties and carry on its business as now conducted. The Business conducted by Seller does not violate any applicable federal, state or local law, rule or regulation, and Seller does not know of any governmental agency or representative taking or having taken a contrary position or questioning the same.

(b) Authority; Effective Agreement. Seller has the power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, violate or result in the breach of any of the terms or conditions of, or constitute a default under, the certificate of incorporation or by-laws of Seller, or any contract, agreement, commitment, indenture, mortgage, pledge, note, bond, license, permit or other instrument or obligation to which Seller is a party or by which the Purchased Assets may be bound or affected, or any law, regulation, ordinance or decree to which Seller or the Purchased Assets are subject.

(c) Consents. No permit, consent, approval, or authorization of, or designation, declaration or filing with any Person on the part of Seller is required in connection

with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

(d) Title to Purchased Assets. Seller has good and marketable title to all Purchased Assets and such assets are not subject to any Encumbrances. Upon the execution and delivery to Buyer on the Closing Date of the Bill of Sale, Assignment of Intangible Property, and any other instruments of transfer and assignment contemplated by this Agreement, Seller will transfer to Buyer all of its interest in and to the Purchased Assets, in each case free and clear of all Encumbrances. To Seller's knowledge, the Tangible Personal Property is adequate and sufficient for the current operations of the Business.

(e) Intellectual Property Assets. The Intellectual Property Assets are all those necessary for the operation of the Business as it is currently conducted. Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances, and has the right to use without payment to a third party all of the Intellectual Property Assets. Nothing shall interfere with the quiet enjoyment of Buyer with respect to the Intellectual Property Assets following consummation of the transaction contemplated hereby. Seller has not infringed upon or misappropriated any rights under patent, trademark, copyright and trade secret laws, and any other intellectual property, industrial or proprietary rights worldwide. No claims or written notices challenging the validity, effectiveness, or ownership by Seller of any of the Intellectual Property Assets exist. To the Knowledge of Seller, there is no unauthorized use, infringement, or misappropriation of any Intellectual Property Assets by any third party, employee, or former employee.

(f) Contracts and other Agreements. Seller is not a party to any contract or agreement relating to the borrowing of money or to mortgaging, pledging or otherwise placing a lien on any of Seller's assets which are Purchased Assets.

(g) Personnel Information. All Personnel are employed or engaged, as the case may be, by Seller at will, subject to laws and regulations of general application (including case law). Furthermore, all profit sharing plans and benefit plans by and between Seller and Personnel are the responsibility of Seller.

(h) Litigation; Compliance with Laws. There is no suit, administrative hearing, arbitration, or other proceeding or governmental inquiry or investigation affecting Seller, Purchased Assets, or the Business pending or threatened against Seller which, if resolved adversely, would have a material adverse effect on the Business or Purchased Assets. There are no judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller is in compliance with all laws, ordinances, requirements, permits, orders and regulations applicable to the Business, the violation of which would have a material adverse effect on the Business or the Purchased Assets, and Seller has not received notice of any claimed default or violation with respect to any of the foregoing.

(i) Taxes. Seller has duly filed all federal, state, local, and other tax returns which are required to be filed by it, and all such returns are true and correct. Seller has paid all

non-exclusive basis for Ninety (90) days from the Closing Date.

(ii) *Forward Leads.* Buyer shall use its best efforts to forward leads to Seller relevant to Seller's remaining lines of business which are not competitive with Buyer.

(b) Seller's Covenants. Seller covenants and/or agrees to the following:

(i) *Forward Leads.* Seller shall use its best efforts to forward leads to Buyer relevant to the Business and the other traditional lines of business of the Buyer.

(ii) *Transfer-Availability of Business Name.* Within Ninety (90) days of the Closing Date, Seller shall deliver to Buyer, an amendment to its Articles of Organization in the form required by the Revised Code of Washington, changing its name to one sufficiently dissimilar to Seller's present name, in Buyer's judgment, to avoid confusion.

(iii) *Website.* Seller may delay the transfer of the domain name www.ultimatesurvival.com until after Closing; provided, however, in order to have the right to delay the transfer, the Seller shall on the Closing Date place on the first page of the subject website a declaration that Buyer has acquired the Seller's hunting, hiking and camping business, and insert links to Buyer's website for any link on the subject website relevant to any retail market products. Notwithstanding the foregoing, Seller shall transfer the domain name www.ultimatesurvival.com within Ninety (90) days of the Closing Date.

(iv) *Dissimilar Brand and Logo.* Seller shall cause all of Seller's brand names utilized by Seller subsequent to the Closing Date to be sufficiently dissimilar to the brand name "Ultimate Survival Technologies" so as to avoid all confusion that such brand names represent the Product Lines or dilute the value of the patents and trademarks listed on **Exhibit D**, provided, the product names for the Product Lines may be used for sales by Seller pursuant to the Licensing and Supply Agreement. Similarly, Seller shall not utilize a logo which could in any be confused with the logo described on **Exhibit D** hereto.

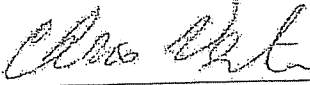
Section 18. Termination. Notwithstanding anything to the contrary herein, this Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(a) by the mutual consent of Seller and Buyer at any time prior to the Closing Date;

(b) If either party fails to make the deliveries required of them as contemplated by Sections 7 or 8.

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

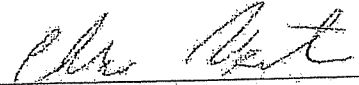
PRINCIPAL:


Chris Venti

SELLER:

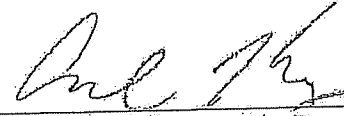
ULTIMATE SURVIVAL Technologies, LLC, a
Washington Limited Liability Company

By: Insight Group, LLC

By: 
Chris Venti, its Manager

BUYER:

REVERE SUPPLY CO., INC., a Florida
corporation

By: 
Andrew Kaufmann, as its President

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

PRINCIPAL:

Chris Venti

SELLER:

ULTIMATE SURVIVAL Technologies, LLC, a
Washington Limited Liability Company

By: **Insight Group, LLC**

By: _____
Chris Venti, its Manager

BUYER:

REVERE SUPPLY CO., INC., a Florida
corporation

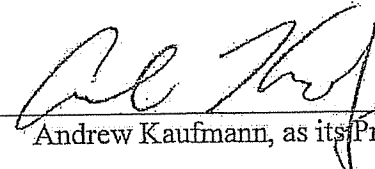
By:  _____
Andrew Kaufmann, as its President

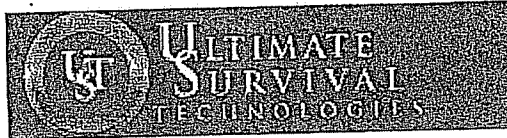
EXHIBIT D

INTELLECTUAL PROPERTY ASSETS

The following websites and domain names: www.ultimatesurvival.com

The brand name "Ultimate Survival Technologies."

The logo:




The following patents and trademarks:

Patent Number	Patent S/N	Patent Name	Date Filed Date Issued	Expiration Date
D613,118	D/314,673	One-handed fire starter (Design) (Sparkie)	4/17/09 4/6/10	4/6/24
5,919,037	895,916	Fire starting tool (BlastMatch)	7/17/97 7/6/99	7/17/17
5,279,628	881,844	Fire starting survival tool and method of using same (StrikeForce)	5/12/92 1/18/94	Expired

Published but not yet released

Pub. No.	Patent S/N	Patent Name	Filed
20100136495	583463	One-Handed Fire Starter (Utility) (Sparkie)	8/21/09

Common Law Trademarks - Commercial

1. Ultimate Survival™
2. Ultimate Survival Technologies™
3. StrikeForce™ Firestarter
4. BlastMatch™ Firestarter
5. JetScream™ Whistle
6. Sparkie™ Firestarter
7. WetFire™ Tinder
8. BASE Kit™
9. SaberCut™ Saw
10. Deluxe Kit™
11. Aqua Kit™
12. NRAsafe.com™
13. StarFlash® Ultra™ Signal Mirror
14. StarFlash® design 

Registered Trademarks - Commercial

1. StarFlash® (Signal Mirror)

All know-how, trade secrets, confidential or proprietary information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, design specifications, and blue prints relevant to either the products described under the above Registered Trademarks or the Business in general.

ASSIGNMENT OF INTANGIBLE PROPERTY

1. Assignment of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 7(b) of that certain Asset Purchase Agreement dated as of January 14, 2011 (the "Purchase Agreement"), to which **ULTIMATE SURVIVAL TECHNOLOGIES, LLC**, a Washington Limited Liability Company ("Seller"), and **REVERE SUPPLY CO., INC.**, a Florida corporation ("Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 12:01 A.M. EDT on January 14, 2011 (the "Effective Time"), all of Seller's right, title and interest in and to all of the assets described on **Exhibit B, Exhibit C, Exhibit D, and Exhibit E**; and all other intangible assets of Seller relating to the Business described in Section 3(a) of the Purchase Agreement (collectively, the "Purchased Assets").

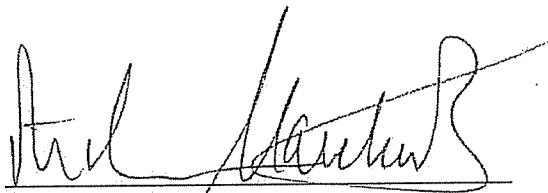
2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Assignment of Intangible Property as of January 14, 2011.

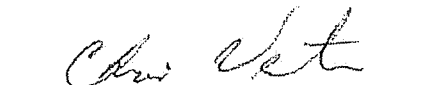
Signed, sealed and delivered
in the presence of:


As to Chris Venti

SELLER:

ULTIMATE SURVIVAL TECHNOLOGIES, LLC

By: **Insight Group, LLC**


Chris Venti, as its Manager

BILL OF SALE

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 7(a) of that certain Asset Purchase Agreement dated as of January 14, 2011 (the "Purchase Agreement"), to which **ULTIMATE SURVIVAL TECHNOLOGIES, LLC**, a Washington Limited Liability Company ("Seller"), and **REVERE SUPPLY CO., INC.**, a Florida corporation ("Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 12:01 A.M. EDT on January 14, 2011 (the "Effective Time"), all of Seller's right, title and interest in and to all of the assets described on **Exhibit A** of the Purchase Agreement (collectively, the "Purchased Assets").

2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

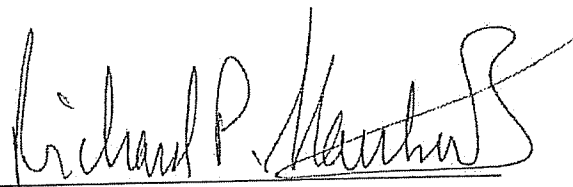
IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of January 14, 2011.

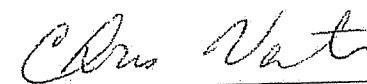
Signed, sealed and delivered
in the presence of:

SELLER:

ULTIMATE SURVIVAL TECHNOLOGIES, LLC

By: **Insight Group, LLC**


As to Chris Venti


Chris Venti, as its Manager