

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4157992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TPC AUTO WASH SUPPLY, INC.	10/10/2016
MARTINES PROPERTIES, LLC	10/17/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RYKO SOLUTIONS, INC.
<b>Street Address:</b>	1500 SE 37TH STREET
<b>City:</b>	GRIMES
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	50111
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8689385
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(515)558-7790
<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>	
<b>Phone:</b>	515-558-0200
<b>Email:</b>	kconrad@zarleylaw.com
<b>Correspondent Name:</b>	ZARLEY LAW FIRM, P.L.C.
<b>Address Line 1:</b>	400 LOCUST STREET
<b>Address Line 2:</b>	CAPITAL SQUARE, SUITE 200
<b>Address Line 4:</b>	DES MOINES, IOWA 50309-2350
<b>ATTORNEY DOCKET NUMBER:</b>	P08106US1
<b>NAME OF SUBMITTER:</b>	TIMOTHY J. ZARLEY
<b>SIGNATURE:</b>	/Timothy J. Zarley/
<b>DATE SIGNED:</b>	11/28/2016
<b>Total Attachments: 14</b>	
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# PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "**Agreement**") is entered into and effective as of the Effective Date by and between, and TPC Auto Wash Supply, Inc., a Michigan corporation with its principal place of business at 10275 Pelham Road, Allen Park, MI 48101 and Martines Properties, LLC, a Michigan limited liability company with its principal place of business at 840 Rivenoak, Birmingham, MI 48009 (collectively "TPMP"), and Ryko Solutions, Inc., a Delaware corporation with its principal place of business at 1500 SE 37<sup>th</sup> Street, Grimes, IA 50111 ("BUYER"). The parties hereby agree as follows:

## 1. BACKGROUND

- 1.1 Ryko Canada Inc. is an Affiliate of BUYER and is the successor of MacNeil Wash Systems, Ltd. ("MacNeil").
- 1.2 TPMP and MacNeil have previously entered into a Patent License Agreement effective March 31, 2008 (the "License").
- 1.3 The License confirms a Confidentiality Agreement dated October 25, 2007 between TPMP and MacNeil (the "Confidentiality Agreement").
- 1.4 TPMP owns United States Patent No. 8,689,385 and Canadian Pat. No. 2619271 (the "TPMP Patents" as further defined below).
- 1.5 BUYER wishes to purchase from TPMP all right, title, and interest in the TPMP Patents free and clear of any restrictions, liens, claims, and encumbrances other than as specified below in Section 4.3.
- 1.6 BUYER and its Affiliates wish to be released from any and all obligations under the License.
- 1.7 TPMP wishes to sell to BUYER all right, title, and interest in the TPMP Patents including all enforcement rights.
- 1.8 TPMP wishes to receive a license back from BUYER to the TPMP Patents.

## 2. DEFINITIONS

"**Affiliate**" means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

"**Assigned Patent Rights**" means the TPMP Patents and the additional rights set forth in Section 4.2.

"**Effective Date**" is July 1, 2016.

"**Entity**" means any person, corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

"**Tire-Shine System**" shall have the meaning given thereto in the License.

"**TPMP Patents**", as defined above, includes (a) U.S. Patent No. 8,689,385; (b) U.S. Patent Application No. 14/202,345 (abandoned); (c) Canadian Patent No. 2619271; and (d) any other continuation or continuation-in-part, divisional applications thereof, or foreign patent applications claiming priority therefrom, or patents issuing or reissuing therefrom.

" **Prosecution Files** " means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, filing, issuance and registration of the Patents.

### **3. DELIVERY AND PAYMENT**

3.1 **Delivery.** TPMP will send to BUYER at its own expense, the originals of the TPMP Patents and the Prosecution Files (the "Deliverables") within twenty (20) calendar days following the Effective Date.

3.2 **Payment.** The total value of the TPMP Patents is US \$191,820. The amount due to be paid to TPMP for the TPMP Patents is reduced by US \$31,820 to US \$160,000 to reflect the amount of money already paid by BUYER to TPMP in 2016. Within ten (10) calendar days following the Effective Date, BUYER will pay to TPMP the amount of US \$160,000.00 by wire transfer with one-half of the amount (US \$80,000) being transferred to the account of TPC Auto Wash Supply, Inc. and one-half of the amount (US \$80,000) being transferred to the account of Martines Properties, LLC.

### **4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS; LICENSE BACK**

4.1 **Assignment of Patents.** Upon receipt of the stated payment, TPMP hereby sells, assigns, transfers, and conveys to BUYER, all right, title, and interest in and to the TPMP Patents and will execute and forward to BUYER the Assignment Of Patent Rights document attached hereto as Exhibit A.

4.2 **Assignment of Additional Rights.** Upon receipt of the stated payment, TPMP hereby also sells, assigns, transfers, and conveys to BUYER all of TPMP's right, title and interest in and to all:

- 4.2.1 inventions, invention disclosures, and discoveries described in the TPMP Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the TPMP Patents;
- 4.2.2 drawings and other works protected by copyright, designs, confidential or proprietary information, and trade-secrets provided by TPMP in whatever form in relation to the License or the Confidentiality Agreement or the Tire-Shine System to BUYER, its Affiliates or MacNeil;
- 4.2.3 any other proprietary right TPMP may have or claim to have in the Tire-Shine System anywhere in the world;
- 4.2.4 TPMP's rights under the License and the Confidentiality Agreement; and
- 4.2.5 causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of License, the Confidentiality Agreement, or the TPMP Patents, including, without limitation, all causes of action and other

enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the TPMP Patents and/or any of the foregoing.

Nothing in the above is meant to imply or infer that any other issued patents or pending patent applications are transferred under this Agreement.

- 4.3 **License Back to TPMP.** As of the date of assignment in Section 4.1 above, BUYER hereby grants to TPMP, for the benefit of TPMP and their Affiliates, for the lives of all the TPMP Patents, as an irrevocable, nonexclusive, non-assignable (including by operation of law or otherwise), non-licensable, worldwide, fully paid-up right and license under the TPMP Patents, to personally make, or personally use, any product, service, method or process covered by the TPMP Patents, or have made, for its personal use, any product covered by the TPMP Patents. For the avoidance of doubt, the License Back to TPMP described herein does not permit TPMP to sell or offer to sell any product, service, method or process covered by the TPMP Patents except that TPMP may sell any product licensed hereunder as part of the sale of the entire portion of their business (or a car wash location) to which the product pertains, for personal use of the purchaser.

## 5. ADDITIONAL OBLIGATIONS

- 5.1 **Further Cooperation.** At the reasonable request of BUYER, TPMP will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto BUYER the benefit of the transactions contemplated hereby.
- 5.2 **Payment of Fees.** TPMP will pay any maintenance fees, annuities, and the like due or payable on the TPMP Patents until the Effective Date. After the Effective Date, payment of any Maintenance Fees, annuities, and the like due or payable on the TPMP Patents is solely the responsibility of BUYER.
- 5.3 **Conduct.** TPMP shall not engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the TPMP Patents or render any portion of them unenforceable.
- 5.4 **Indemnity.** BUYER will defend, indemnify and hold TPMP harmless against all claims, liabilities, losses and demands of any kind arising out of or in any way connected to the design, manufacture, distribution, sale, offer for sale or use of any Tire-Shine System that was or is manufactured, used, or sold by or for BUYER or its Affiliates or MacNeil.

## 6. REPRESENTATIONS AND WARRANTIES OF TPMP AND BUYER

TPMP hereby represents and warrants to BUYER as follows that as of the Effective Date and as of Closing:

- 6.1 **Authority.** TPMP is two companies duly formed, validly existing, and in good standing under the laws of the jurisdiction of their formation. TPMP has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to BUYER.
- 6.2 **Title and Contest.** TPMP or their Affiliates owns all right, title, and interest to the Assigned Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the TPMP Patents. TPMP and their Affiliates have obtained and properly recorded previously executed assignments for the TPMP Patents as necessary to fully perfect their rights and title therein in accordance with the governing law and regulations in each respective jurisdiction. Other than the License, the TPMP Patents are free and clear of any restrictions and encumbrances including without limitation any pledge, charge, hypothecation, liens, claim, mortgage, security interest, license, covenant not to sue, or other restrictions and encumbrances.
- 6.3 **Existing Licenses.** After the assignment, none of TPMP or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the TPMP Patents, except as described in Section 4.3.
- 6.4 **Validity and Enforceability.** To TPMP's knowledge, the TPMP Patents have never been found invalid, unpatentable, or unenforceable for any reason in a final decision in any administrative, arbitration, judicial or other proceeding.
- 6.5 **Fees.** All maintenance fees, annuities, and the like due on the TPMP Patents as of the Effective Date have been timely paid.
- 6.6 **Additional Patents.** Other than the TPMP Patents, TPMP does not directly or indirectly own or control any additional patents or patent applications directed to tire-shining apparatus.

BUYER hereby represents and warrants to TPMP as follows that as of the Effective Date and as of Closing:

- 6.7 BUYER has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including without limitation, the obligation to indemnify TPMP under Section 5.4.
- 6.8 Up through and including June 30, 2016 BUYER and its Affiliates, including MacNeil, have paid to TPMP all royalties due and owing to TPMP under the License.

## 7. MISCELLANEOUS

- 7.1 **Release.** TPMP hereby completely, fully and forever releases, acquits and discharges BUYER and its Affiliates of and from any obligation, liability or responsibility arising out of or related to the License or Confidentiality Agreement.
- 7.2 **Disclaimer of Representations and Warranties.** NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.3 **Limitation of Liability.** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES BY TPMP OR BUYER SET FORTH IN SECTION 6, AND THE INDEMNITY OBLIGATIONS OF BUYER IN SECTION 5.4, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE SET FORTH IN SECTION 3.2. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 7.3 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.4 **Limitation on Consequential Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.5 **Compliance With Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.
- 7.6 **Confidentiality of Terms.** The Parties will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or hereafter divulge any of such information to any third party except (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of

other litigating parties; (d) in confidence to its legal counsel, accountants, insurers, banks and financing sources, and their advisors solely in connection with complying with its obligations under this Agreement; (e) in order to perfect BUYER's interest in the Assigned Patent Rights with any governmental agency (including, without limitation, recording an assignment in any governmental patent office); (f) to inform either party's existing licensees, prospective licensees or prospective purchasers or investors, of the TPMP assignment to BUYER of the assets assigned by this Agreement, but only to the minimum extent of disclosure required for such purpose; or (g) to enforce BUYER's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure.

7.7 **Governing Law; Venue/Jurisdiction.** This Agreement will be interpreted, enforced, construed and controlled by the laws of the State of Michigan, without reference to principle of conflicts or choice of law provisions. The exclusive jurisdiction for any court action or proceeding arising out of or related to this Agreement shall be the federal or state courts of Oakland County, Michigan, and each Party hereby consents to the jurisdiction of those courts.

7.8 **Notices .** All notices given hereunder will be given in writing (in English), will refer to BUYER, TPMP, and to this Agreement, and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to BUYER:

Ryko Solutions, Inc.  
1500 SE 37<sup>th</sup> Street  
Grimes, IA 50111

If to TPMP:

TPC Auto Wash Supply, Inc.  
10275 Pelham Road  
Allen Park, MI 48101

Martines Properties, LLC  
840 Rivenoak  
Birmingham, MI 48009

With copy via electronic mail to:

With copy via electronic mail to:  
Paul A. Keller: [pakeller@hdp.com](mailto:pakeller@hdp.com)

7.9 **Relationship of Parties.** The parties hereto are independent contractors and this Agreement is being entered into at arm's length. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. The parties to this Agreement and their counsel have participated jointly in the negotiation and drafting of this Agreement, and for all purposes this



Agreement shall be deemed to have been drafted jointly by the parties and their counsel.

- 7.10 **Remedies.** Other than as provided for in Sections 5.4 and 7.3, TPMP's sole and exclusive remedy in the event of any claim, dispute, or controversy under this Agreement will be the recovery of money damages, subject to the disclaimer and limitations set forth in this Agreement, including, without limitation, those in Sections 7.1 through 7.3.
- 7.11 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
- 7.12 **Waiver.** Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.
- 7.13 **Miscellaneous.** This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions, including the License and Confidentiality Agreement, which after transfer to TPMP of the payment amount of Section 3.2 will be rendered null and void.

Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

- 7.14 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, this Purchase Agreement as of the Effective Date set forth above.

BUYER:

TPMP:

RYKO SOLUTIONS, INC.

TPC AUTO WASH SUPPLY, INC.

By: Jesse Wurth

By: \_\_\_\_\_

Name: Jesse Wurth

Name: \_\_\_\_\_

Title: Chief Financial officer

Title: \_\_\_\_\_

Date: 10/10/16

Date: \_\_\_\_\_

MARTINES PROPERTIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, intending to be legally bound, this Purchase Agreement as of the Effective Date set forth above.

BUYER:

TPMP:

RYKO SOLUTIONS, INC.

TPC AUTO WASH SUPPLY, INC.

By: \_\_\_\_\_

By: Todd Christopher

Name: \_\_\_\_\_

Name: Todd Christopher

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 10-7-16

MARTINES PROPERTIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Routing # 041000124

Checking # 42-3156-5218

IN WITNESS WHEREOF, intending to be legally bound, this Purchase Agreement as of the Effective Date set forth above.

BUYER:

TPMP:

RYKO SOLUTIONS, INC.

TPC AUTO WASH SUPPLY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MARTINES PROPERTIES, LLC

By: Jeff Martines

Name: Jeff Martines

Title: Member LLC

Date: 10/7/2010

Martines Properties

Routing: ~~001049072000096~~  
Account: 1851115848

## EXHIBIT A

### ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "**Assignment** ") is executed, acknowledged and delivered by TPC AutoWash Supply, Inc., a Michigan corporation, with its principal place of business at 10275 Pelham Road, Allen Park, MI 48101 and Martines Properties, LLC, a Michigan limited liability company, with its principal place of business at 840 Rivenoak, Birmingham, MI 48009 ("**Assignors**"), in accordance with, and pursuant to the terms and conditions of the Purchase Agreement having an Effective Date of July 1, 2016 (the "**Agreement**") between Assignors, as TPMP, and Ryko Solutions, Inc., a Delaware corporation with its principal place of business at 1500 SE 37<sup>th</sup> Street, Grimes, IA 50111 as BUYER, (for purposes of this Assignment, "**Assignee**"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"**Patents**" means the U.S. Patent No. 8,689,385 and Canadian Patent No. 2619271.

#### **NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignors agree to and do hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; and (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents.

Notwithstanding anything to the contrary herein, Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement.

In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Michigan, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of this  
\_\_\_\_ day of \_\_\_\_\_ 2016.

**ASSIGNORS:**

TPC AUTO WASH SUPPLY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (print): \_\_\_\_\_

MARTINES PROPERTIES, LLC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

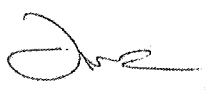
Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (print): \_\_\_\_\_

**ASSIGNEE:**

RYKO SOLUTIONS, INC.

By: 

Name: Jesse Wurth

Title: Chief Financial officer

Date: 10/10/16

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of this  
\_\_\_\_ day of \_\_\_\_\_ 2016.

**ASSIGNORS:**

TPC AUTO WASH SUPPLY, INC.

By: Todd Christopher

Name: Todd Christopher

Title: President

Date: 10-10-16

\_\_\_\_\_  
Witness Name (print): \_\_\_\_\_

MARTINES PROPERTIES, LLC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (print): \_\_\_\_\_

**ASSIGNEE:**

RYKO SOLUTIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

21085831.1

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of this  
\_\_\_\_ day of \_\_\_\_\_ 2016.

**ASSIGNORS:**

TPC AUTO WASH SUPPLY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (print): \_\_\_\_\_

**ASSIGNEE:**

RYKO SOLUTIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MARTINES PROPERTIES, LLC.

By: Jeff Martines

Name: Jeff Martines

Title: member LLC

Date: 10/17/2010

Lisa Martines

Witness Name (print): LISA MARTINES

21085831.1