

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HELWIG INDUSTRIES	06/16/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HAYWARD GROUP	
<b>Street Address:</b>	82 JOHN PLACE	
<b>City:</b>	BERGENFIELD	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07621	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6250341	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(240)597-2262	
<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>	210-695-4559	
<b>Email:</b>	gary@wigjig.com	
<b>Correspondent Name:</b>	GARY L HELWIG	
<b>Address Line 1:</b>	24165 IH-10 WEST	
<b>Address Line 2:</b>	SUITE 217-725	
<b>Address Line 4:</b>	SAN ANTONIO, TEXAS 78257	
<b>NAME OF SUBMITTER:</b>	GARY L HELWIG	
<b>SIGNATURE:</b>	/Gary L Helwig/	
<b>DATE SIGNED:</b>	07/10/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>		
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## **Asset Purchase Agreement**

Agreement made this 16th day of June, 2017 between Helwig Industries, LLC, with offices at Suite 217-725; 24165 IH-10 West; San Antonio, Texas 78257 (Seller) and Hayward Group LLC with offices at 82 John Place, Bergenfield, New Jersey 07621 (Buyer).

Seller certifies that Gary Helwig is the sole officer, Vice President and owner of Helwig Industries, LLC, and is legally authorized to execute contracts on behalf of Helwig Industries.

Buyer certifies that Ronnie Weinblut is President of Hayward Group, is the Managing Member of the company and is legally authorized to execute contracts on behalf of Hayward Group, LLC.

The purpose of this agreement is for the sale of certain assets currently owned by Seller to Buyer.

1. **Purchased Assets.** The assets to be purchased by Buyer as part of this sale are as follows:

**a. Internet domain names.** Upon execution of this agreement, Seller shall transfer to Buyer ownership of the domain names wigjig.com, wigjig.net and jewelry-tools.com. These domains are registered with Network Solutions. Upon execution of a purchase agreement, the seller will contact Network Solutions within the next calendar week and begin the process of transferring ownership of the three domains. Buyer will need to provide Seller with the Buyer's Network Solutions account name in order for the transfer to be accomplished. Regardless of the time required for the transfer of domains, upon execution of this purchase agreement, the Buyer shall have full, complete, exclusive and unrestricted rights to use these domains. Until the transfer is completed, Seller shall support Buyer by making any necessary changes in the status of these domains.

**b. Web content.** Ownership of the current copyrighted web content of these domains including content in html and in Joomla version 1.3 content management system (CMS) for all three domains mentioned above shall be transferred from Seller to Buyer once the purchase agreement is executed. This content will include all web pages, video links, and online books currently available on these domains. It will also include the current WigJig Internet store in IXXO Cart version 1.5.26 software format.

**c. E-mail mailing list.** Seller shall transfer to Buyer an e-mail mailing list

consisting of approximately 20,000 e-mail addresses. This list may include a small amount of duplicate addresses and the actual quantity of e-mail addresses will change day by day as people add or remove their e-mail addresses from the list. This e-mail list is accessed in Joomla using the helper application AcyMailing. AcyMailing has the capability to export this mailing list as an Excel file.

**d. Other WigJig jigs and accessories.** In May of 2017, Seller shipped WigJig jigs and accessories, formerly in the WigJig warehouse, to the Buyer.

**e. US Patents.** Seller shall transfer ownership of US Patents 6,253,798 application number 09671142 (Patent for a clear jewelry making jig) and US Patent 6,250,341 application number 09708034 (Patent for a Spiral Maker and Super Pegs.) Seller shall work with the US Patent and Trademark Office (USPTO) to transfer ownership of these Patents to Buyer. The transfer process may require legal services and may take up to 9 or 10 months to complete. Upon execution of this agreement, Buyer will immediately have unrestricted right to use and/or sell products covered by these patents. Use or sale of products covered by these patents will be exclusively limited to Buyer except as defined by the current agreement between Seller and NSI as discussed in sub-paragraph h below.

**f. Trademark for "WigJig".** Seller shall transfer to Buyer the trademark for WigJig as defined in Paragraph 6 below. Upon execution of this agreement, Buyer shall immediately have full and unrestricted right to use and sell products that carry the WigJig trademark.

**g. List of Distributors.** Upon execution of this agreement, Seller shall convey to Buyer a list of the current Distributor customers including point of contact and e-mail address.

**h. Natural Sciences Industries (NSI).** Seller has an existing agreement with NSI that will convey with execution of this contract as described in paragraph 11 below.

**i. 800 Telephone Number.** Seller currently uses the telephone number 210-556-1743. The provider of this service is Nextiva. Included in this service is accepting voice mails and converting each voice mail to an e-mail sent to [info@wigjig.com](mailto:info@wigjig.com). Upon execution of this agreement, Seller will work with Nextiva to transfer this service to Buyer. Seller believes that there is a refund due for

services purchased for July 2017 and beyond. Seller will identify the amount of the refund and will communicate that amount to Buyer. Buyer will compensate seller for any refund for services starting in July 2017.

**j. Packaging files.** Upon execution of this agreement, Seller shall e-mail copies of the files used to print the packaging materials for the WigJig brand products to the e-mail address provided by Buyer.

**k. Free of liens.** Seller certifies that with the exception of the trademark situation described in paragraph 6 below and the NSI agreement discussed in paragraph h above, Seller owns the assets identified above free of any liens or other encumbrances.

2. **Compensation.** In compensation for the transfer of assets defined in paragraph 1 above, Buyer shall issue a cashier's check for \$16,000, made out to Seller, upon execution of the contract and a check for \$6,000 on the first contract anniversary for a total payment of \$22,000.
3. **Confidentiality.** Buyer has a desire to maintain the confidentiality of this agreement. Seller understands that confidentiality is important to the Buyer and agrees to limit responses, when asked, to state that Seller has sold the WigJig patents, trademark and web site. Seller will not identify who purchased the assets covered by this agreement. Seller will make its best effort to maintain this confidentiality.
4. **Non-compete.** Seller agrees not to compete with Buyer for the sale of jewelry making jigs or the accessories of those jewelry making jigs for a period of 10 years after this sale. Seller may teach how to make jewelry including classes using Buyer's jigs, and may write books on how to make jewelry. Seller agrees that he will not consult with other companies on how to make jewelry if that consulting would result in competition with Buyer for the sale of jewelry making jigs and accessories.
5. **Inventory that does not convey.** Apart from the inventory that conveys to Buyer upon execution of this agreement, Seller will still own its remaining inventory of jewelry making supplies (predominantly beads). Seller has agreed

to provide these products, which were not sold, to another company. Nothing in this agreement shall impede Seller from transferring these jewelry making products either before or after execution of this agreement.

6. **Status of trademark renewal.** Seller has initiated the trademark application to renew the trademark on "WigJig". Processing of this application may take 6 to 9 months depending upon the US Patent and Trademark Office (USPTO). Seller agrees to assign this trademark to Buyer as soon as the USPTO processing is completed. Seller agrees to pay any legal fees required to transfer the WigJig trademark.
7. **Post-sale support.** Seller agrees to provide up to 40 hours of labor support, by Gary Helwig, telephonically and via e-mail during the first two months after execution of this agreement. If on site support is required, Buyer agrees to compensate Seller for actual meals, rental car and hotel expense. Seller agrees to pay the costs for airline travel by the Seller to the Buyer's location. Onsite support shall be limited to a single trip. Any support provided by Seller after this two month period will be provided as casual labor with reasonable deadlines and shall be limited to essentially answering questions via e-mail or telephone calls.
8. **Contract execution.** Execution of this contract will be accomplished via overnight mail. Two copies of the contract shall be signed by Buyer at their facilities. The signed agreements and the check for the initial payment of \$16,000 will be sent to Seller via overnight mail. Seller shall sign both copies of the contract and return one signed copy to Buyer via Priority Mail on the day after receipt of the agreement.
9. **Transfer fees.** Any new fees which are required to transfer the patents identified in sub-paragraph 1.f, and the domains identified in sub-paragraph 1a above will be split 50% by each party. Seller shall pay these fees and provide the amount paid to the Buyer. Buyer will reimburse Seller via a check for 50% of the fee amount. Seller shall pay any fees required to transfer the Trademark WigJig.
10. **Shipping of inventory.** Seller shall ship any transferable assets identified in Paragraph 1, above, to Buyer using the Buyer's UPS account #E01E70.

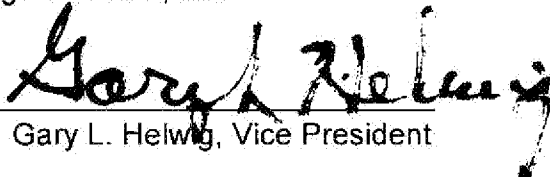
11. **Natural Sciences Industries (NSI).** Seller has an existing agreement with NSI that authorizes NSI to make toys based upon Patent 6,253,798 and to have an adult wire working program. Further, this contract allows Cousins Corporation to make and sell inexpensive plastic jigs in WalMart stores. Cousins Corporation is currently making and selling jigs exclusively to WalMart for which Seller receives a royalty payment. This agreement expires when patent 6,253,798 expires. Portions of the agreement can be terminated should NSI not use "best efforts" to pursue this business. A copy of this agreement is provided as Schedule A. Upon execution of this agreement, Buyer shall have the right to pursue termination of this agreement as defined in Schedule A. In order to change ownership of this contract, Seller agrees to sign and forward a letter to NSI, written and prepared by Buyer, requesting transfer of ownership of the contract with NSI, from Seller to Buyer.
12. **Limitation of liability.** Nothing in this contract will create a liability for either party beyond the transfer of the assets described in paragraph 1 and the compensation documented in paragraph 2.
13. **Arbitration.** Should a dispute arise over performance by the parties of this agreement, both Buyer and Seller agree to attempt amiable negotiation. Should those negotiations fail, both parties agree to arbitration of the dispute in New Jersey in accordance with the laws of that state.
14. **Helwig Industries.** This agreement covers the sale of assets currently owned by Seller. This agreement does not include sale of the company Helwig Industries to Buyer. Helwig Industries shall remain a valid, operating company even after completion of this agreement.
15. **E-mail address gary@wigjig.com.** Seller currently uses the e-mail address gary@wigjig.com for coordinating with the USPTO and for coordinating with other parties regarding termination of our services with them. Seller needs to continue using this e-mail address for a minimum period of one year after execution of this agreement. Buyer shall maintain the e-mail gary@wigjig.com as an active and working e-mail account, at no cost to Seller. Seller shall have exclusive use of

this e-mail address from execution of this agreement until at least one year after execution of this agreement. Buyer can determine how this service is provided. (Seller currently uses Rackspace's e-mail service to provide web based access and access via Outlook to this e-mail account.)

16. **Domain Name Service.** Seller currently uses Durable DNS as the domain name service (DNS) provider for the domains wigjig.com, wigjig.net and jewelry-tools.com. Upon execution of this agreement and transfer of the three domains, Seller shall terminate services with Durable DNS. Seller recommends that Buyer continue to use Durable DNS and seller shall work with this vendor to transfer management of the three domains to Buyer, should buyer decide to continue using this service.

17. **Applicable Laws.** This contract shall be governed by the laws of the State of New Jersey.

Helwig Industries, LLC

By:   
Gary L. Helwig, Vice President

Date: 6/22/2017

Hayward Group, LLC

By:   
Ronnie Weinblut, Managing Member

Date: 6/20/17