

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4626102

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALUMI-GUARD, INC.	02/11/2014
RECEIVING PARTY DATA		
Name:	BARRETTE OUTDOOR LIVING, INC.	
Street Address:	7830 FREEWAY CIRCLE	
City:	MIDDLEBURG HEIGHTS	
State/Country:	OHIO	
Postal Code:	44130	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14620384
CORRESPONDENCE DATA		
Fax Number:		
<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:	609-389-5525	
Email:	deborah.mcgowan@us.ebarrette.com	
Correspondent Name:	DEBORAH KELLY MCGOWAN	
Address Line 1:	545 TILTON ROAD	
Address Line 4:	EGG HARBOR CITY, NEW JERSEY 08215	
NAME OF SUBMITTER:	DEBORAH KELLY MCGOWAN	
SIGNATURE:	/Deborah Kelly McGowan/	
DATE SIGNED:	10/04/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7		
source=Assignment of Intellectual Property (Barrette) (002)#page1.tif		
source=Assignment of Intellectual Property (Barrette) (002)#page2.tif		
source=Assignment of Intellectual Property (Barrette) (002)#page3.tif		
source=Pages of Alumi-Guard APA#page1.tif		
source=Pages of Alumi-Guard APA#page2.tif		
source=Pages of Alumi-Guard APA#page3.tif		

ASSIGNMENT OF INTELLECTUAL PROPERTY
(Barrette)

This Assignment of Intellectual Property (this “**Assignment**”) is entered into effective as of February 11, 2014, by into among ALUMI-GUARD, INC., a Florida corporation; and AG SALES GROUP, LLC, a Florida limited liability company (the foregoing two entities each constituting an “**Assignor**” and collectively constituting the “**Assignors**”), in favor of BARRETTE OUTDOOR LIVING, INC., an Ohio corporation (“**Assignee**”). Capitalized terms used herein and not otherwise defined herein, shall have the meaning ascribed to them in that certain Asset Purchase Agreement by and among the Assignors, Assignee, A-G Logistics, Inc., a Florida corporation, William Woodard as Trustee of the Woodard Revocable Trust u/a/d 08/01/2000, Abby Legg and Nickolas Woodard, as Trustees of the William M. Woodard Family Trust u/a/d 12/7/2012, William Woodard, an individual resident of the State of Florida, Nickolas Woodard, individual resident of the State of Florida and Charles Howison, an individual resident of the State of Florida, and Barrette Outdoor Living, Inc., an Ohio corporation, dated of even date herewith (the “**Asset Purchase Agreement**”).

For \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby assign, transfer, convey and deliver , to have and to hold the same and each and all thereof, unto Assignee and its successors and assigns forever, to its and their own use and benefit forever, all of Assignors’ right, title, and interest in and to the following assets, which collectively constitute the “**Assigned IP**”): all copyrights, trademarks, secure marks, patents, trade secrets, confidential information, know-how, inventions, discoveries, software, improvements, ideas, concepts, creative works, business records, formulas, processes, designs, websites, domain names, and other intellectual property of any kind or nature developed or used by, or for, the Company or either of the Subsidiaries all applications to register any thereof.

Assignors hereby further bind themselves and their heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee and its assigns and their legal representatives to obtain and enforce proper protection for said intellectual property in all countries throughout the world.

This Assignment will be construed in accordance with and governed by the laws of the State of Florida without regard to any state’s choice of law rules.

[Signatures Contained on Following Pages]

IN WITNESS WHEREOF, Assignors have executed this Assignment, under seal, and Assignee has accepted the same of the date first written above.

ALUMI-GUARD, INC.

By: WMWDP
William Woodard, President

AG SALES GROUP, LLC

By: Nickolas Woodard
Nickolas Woodard, Manager

BARRETTE OUTDOOR LIVING, INC.

By: _____



Jean Desautels, President

[Signature Page to Assignment of Intellectual Property (Barrette)]

ASSET PURCHASE AGREEMENT

AMONG

ALUMI-GUARD, INC.,

A-G LOGISTICS, INC.

AND AG SALES GROUP, LLC

(COLLECTIVELY THE "SELLERS"),

**WILLIAM WOODARD AS TRUSTEE OF THE WOODARD REVOCABLE TRUST
U/A/D 08/01/2000,**

**ABBY LEGG AND NICKOLAS WOODARD AS TRUSTEES OF THE WILLIAM M.
WOODARD FAMILY TRUST U/A/D 12/7/2012,**

WILLIAM WOODARD,

NICKOLAS WOODARD,

AND CHARLES HOWISON,

(COLLECTIVELY, THE "SHAREHOLDERS")

BARRETTE OUTDOOR LIVING, INC.

AND

AGI ACQUISITION, INC.

(COLLECTIVELY, "BUYER")

DATED AS OF

FEBRUARY 11, 2014

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of February 11, 2014 (the "**Closing Date**"), is entered into among ALUMI-GUARD, INC., a Florida corporation ("**Alumiguard**"), A-G LOGISTICS, INC., a Florida corporation, and AG SALES GROUP, LLC, a Florida limited liability company (individually a "**Seller**" and collectively the "**Sellers**"); WILLIAM WOODARD AS TRUSTEE OF THE WOODARD REVOCABLE TRUST U/A/D 08/01/2000, ABBY LEGG AND NICKOLAS WOODARD AS TRUSTEES OF THE WILLIAM M. WOODARD FAMILY TRUST U/A/D 12/7/2012, WILLIAM WOODARD, an individual resident of the State of Florida, NICKOLAS WOODARD, individual resident of the State of Florida and CHARLES HOWISON, an individual resident of the State of Florida, (individually a "**Shareholder**" and collectively the "**Shareholders**"), BARRETTE OUTDOOR LIVING, INC., an Ohio corporation ("**BOL**") and AGI ACQUISITION, INC., a Florida corporation (collectively with BOL, "**Buyer**").

RECITALS:

WHEREAS, Sellers are engaged in the business of developing, producing, distributing, marketing and selling aluminium fencing and railing products for residential and commercial applications (the "**Business**");

WHEREAS, Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from Sellers, substantially all the assets of Sellers, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Certain capitalized terms used in this Agreement have the meanings specified in the Glossary attached hereto. Other capitalized terms are defined in the body of this Agreement.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Initial Closing, Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers, free and clear of any Encumbrances other than Permitted Encumbrances, all of Sellers' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired

(other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

- (a) the Contracts set forth on Schedule 2.01(a) including all accounts receivable and other rights thereunder (the "**Assigned Contracts**");
- (b) all Intellectual Property Assets, including all computer source code, business methods, formulae, registered or unregistered patents and trademarks, service marks, trade names, brand names, related research and development rights owned by the Sellers related to the name "Alumi-Guard" and the other names listed on Schedule 2.01(b), product and service names of the Sellers, and all goodwill related thereto;
- (c) all inventory, furniture, fixtures, equipment, machinery, tools, tooling, adapters, vehicles, office equipment, supplies, computers, telephones and other tangible personal property including without limitation all trade fixtures and equipment identified in Schedule 2.01(c) (the "**Tangible Personal Property**");
- (d) all of Sellers' right title and interest in the Other Leases and the Other Leased Real Property identified on Schedule 2.01(d);
- (e) all Permits, approvals and authorizations from Governmental Authorities, including Environmental Permits, which are held by Sellers and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets;
- (f) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (g) originals, or where not available, copies, of all books and records, excluding those items set forth in Sections 2.02(e) and 2.02(h), but including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, bar codes, material and research and intellectual property files relating to the Intellectual Property Assets ("**Books and Records**");
- (h) all telephone numbers, facsimile numbers, websites, domains, e-mail addresses and listings used in the Business; and
- (i) all goodwill and the going concern value of the Business.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**");

- (a) cash and cash equivalents identified on Schedule 2.02(a)
- (b) all bank accounts of Sellers;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS

ALUMI-GUARD, INC.

By WMWDP
Name: William Woodard
Title: President, Treasurer, Secretary

A-G LOGISTICS, INC.

By WMWDP
Name: William Woodard
Title: President, Treasurer, Secretary

AG SALES GROUP, LLC

By Nickolas Woodard
Name: Nickolas Woodard
Title: Manager

BUYER

BARRETTE OUTDOOR LIVING, INC.

By Jean DesAutels
Name: Jean DesAutels
Title: President

AGI ACQUISITION, INC.

By Jean DesAutels
Name: Jean DesAutels
Title: President

SHAREHOLDERS

WMWDP
William Woodard, as Trustee of the
Woodard Revocable Trust u/a/d 08/01/2000

Abby Legg
Abby Legg as Trustee of the William M.
Woodard Family Trust u/a/d 12/7/2012

Nickolas Woodard
Nickolas Woodard as Trustee of the
William M. Woodard Family Trust u/a/d
12/7/2012

WMWDP
William Woodard, personally

Nickolas Woodard
Nickolas Woodard, personally

Charles Howison
Charles Howison, personally