

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT5272417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACCESSIBLE DESIGNS, INC.	06/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STEALTH PRODUCTS, LLC
<b>Street Address:</b>	104 JOHN KELLY DR.
<b>City:</b>	BURNET
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78611
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14121856
<b>Patent Number:</b>	6039403
<b>Patent Number:</b>	6471231
<b>Patent Number:</b>	6634665
<b>Patent Number:</b>	7011321
<b>Application Number:</b>	14581833
<b>Patent Number:</b>	7252300
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(210)886-9883
<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>	2102622902
<b>Email:</b>	melissa.hudson1969@gmail.com
<b>Correspondent Name:</b>	MELISSA HUDSON
<b>Address Line 1:</b>	300 CONVENT
<b>Address Line 2:</b>	SUITE 1080
<b>Address Line 4:</b>	SAN ANTONIO, TEXAS 78205
<b>ATTORNEY DOCKET NUMBER:</b>	P-7519
<b>NAME OF SUBMITTER:</b>	JOHN C. CAVE
<b>SIGNATURE:</b>	/JOHN C. CAVE/
<b>DATE SIGNED:</b>	12/07/2018

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**Total Attachments: 4**

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") dated as of the twelfth day of June, 2015, between **STEALTH PRODUCTS, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania (the "Purchaser"), and **ACCESSIBLE DESIGNS, INC.**, a corporation organized and existing under the laws of the State of Texas (the "Seller"), and **TODD HARGRODER** (hereinafter "Hargroder"), whose execution of and assent to the terms and conditions of this Agreement is for the limited purposes expressed in this Agreement.

### RECITALS

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase certain assets, properties, and rights of the Seller in connection with Seller's business of designing, manufacturing and distributing mobility devices and components for people with disabilities (the "Business");

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the Purchaser, Seller and Hargroder, intending to be legally bound, hereby agree as follows:

### ARTICLE 1 PURCHASE AND SALE OF ASSETS; PURCHASE PRICE

1.1. Purchase and Sale of Business Assets. Subject to the terms and conditions of this Agreement, and based upon the representations and warranties contained in this Agreement, on the Closing Date (as defined herein), the Seller shall sell, transfer, convey, assign, and deliver to the Purchaser, and the Purchaser shall purchase, acquire, and accept from the Seller, all of the Seller's right, title and interest in and to the following assets (but excluding the Excluded Assets) (collectively, the "Transferred Assets"):

(a) Equipment, Machinery and Other Tangible Personal Property. The machinery, equipment, leasehold improvements, trucks, supplies, materials, office furniture and office equipment, computing and telecommunications equipment and other items of personal property that are owned or leased by Seller and used in connection with the Business, wherever located, which are set forth and described in Schedule 1.1(a) hereto;

(b) Contracts Relating to the Business. All of the leases and agreements identified in Schedule 1.1(b) hereto;

(c) Customer Lists, Sales and Marketing Materials. All customer lists, sales data, catalogs, brochures, suppliers, names, mailing lists, art work, photographs and advertising material that relate to the Business, whether in electronic form or otherwise;

(d) Permits and Licenses. All governmental permits, licenses, registrations, orders and approvals relating to the Business, including those listed in Schedule 1.1(d) hereto, to the extent such permits, licenses, registrations, orders and approvals are transferable to Purchaser;

(e) Trade Secrets. All trade secrets, secret processes and procedures, engineering, production, assembly, design, installation, other technical drawings and specifications, working notes and memos, market studies, consultants' reports, technical and laboratory data, competitive samples, engineering prototypes, and all similar property of any nature, tangible or intangible, of Seller relating to the Business;

(f) Intellectual Property. All patents (collectively, the "Purchased Patents"), trademarks, trademark registrations, trade names, service marks, copyrights and copyright registrations described in Schedule 1.1(f) hereto;

(g) Property, Personnel and Accounting Records. All other records of Seller relating to the Business, including property records and copies of personnel records of Hargroder and Bryce Conrad, who are to become employees of Purchaser;

(h) Goodwill. All right, title and interest of Seller in and to the goodwill incident to the Business;

(i) Inventory. Seller's inventory;

(j) Prepaid Expenses. Those prepaid expenses listed in Schedule 1.1(j) hereto, to the extent the benefits thereof are transferable to Purchaser;

(k) Computer Software. All computer applications software owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-business usage (e.g., order processing, manufacturing, process control, shipping, etc.) and all computer operating, security or programming software, owned or licensed by Seller;

(l) Other Intangible Assets. All other intangible assets (including all causes of action, rights of action, contract rights and warranty and product liability claims against third parties, all telephone numbers, telecopier numbers, websites, domain names, and email addresses) relating to the Transferred Assets or the Business; and

(m) Trade Name. All of the Seller's right, title, and interest in and to the name Accessible Designs, and/or ADI, or any derivation thereof (such rights hereinafter referred to as the "Trade Name").

1.2. Excluded Assets. Notwithstanding any other provision of this Agreement, the following assets (collectively, the "Excluded Assets") are not part of the sale or purchase contemplated under this Agreement and shall be excluded from this Agreement and the Excluded



**Schedule 1.1(f)**  
**List of Intellectual Property**

Trademarks and/or Trade Names

1. ADI
2. Accessible Designs, Inc.

Patents

1. U.S. Patent No: 6,039,403 B1 issued 03/21/2000 entitled "Shower/Tub Transfer Chair"
2. U.S. Patent No: 6,471,231 B1 issued 10/29/2002 entitled "Electric Brake System for Manual Wheelchairs"
3. U.S. Patent No: 6,634,665 B2 issued 10/21/2003 entitled "Quick Release Detachable Wheels"
4. U.S. Patent No: 7,011,321 B2 issued 03/14/2006 entitled "Quick Release Detachable Wheels"
5. U.S. Patent No: 7,252,300 B2 issued 08/07/2007 entitled "Manual Brake for a Wheelchair with a Variable Braking Force"

Patent Applications

1. U.S. Patent Application Serial No: 14/121,856 filed 03/17/2014 entitled "Power Base Attachment"
2. U.S. Patent Application Serial No: 14/581,833 filed 12/23/2014 entitled "Power Base Attachment"