

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5590328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
KAREN SLIMAK	05/29/2015
TIMBER TREATMENT TECHNOLOGIES, LLC	05/29/2015
RECEIVING PARTY DATA	
Name:	ASM BLACK LLC
Street Address:	7600 JERICO TURNPIKE
Internal Address:	SUITE 302
City:	WOODBURY
State/Country:	NEW YORK
Postal Code:	11797
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8221893
Patent Number:	8647750
Application Number:	13827320
CORRESPONDENCE DATA	
Fax Number:	(212)972-5487
<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:	212 883-4900
Email:	Isoto@cozen.com
Correspondent Name:	COZEN O'CONNOR
Address Line 1:	277 PARK AVENUE, 20TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10172
ATTORNEY DOCKET NUMBER:	447616.000
NAME OF SUBMITTER:	BRANDON N. SKLAR
SIGNATURE:	/Brandon N. Sklar/
DATE SIGNED:	06/25/2019
Total Attachments: 15 source=Court-order-doc-447616--#page1.tif	

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QUIT CLAIM BILL OF SALE

This QUIT CLAIM BILL OF SALE is made effective the 27th the day of MAY, 2015 by HAAS CONSULTING, LLC, COURT APPOINTED RECEIVER FOR TIMBER TREATMENT TECHNOLOGIES, LLC AND CERTAIN PROPERTY OF KAREN SLIMAK ("Seller") in favor of ASM BLACK, LLC ("Purchaser").

A. Seller was appointed as Receiver for Timber Treatment Technologies, LLC ("Timber") and certain property of Karen Slimak ("Slimak") pursuant to an Order of the Court of Common Pleas in Greenville County, South Carolina (the "Court") and is authorized by the Court to sell all right, title and interest to the personal property ("Property") set forth on Exhibit A, located at 4 Augusta Arbor Way, Greenville, SC 29605 (the "Location").

B. Seller desires to transfer to Purchaser all of the rights, title and interest of Seller in the Property.

NOW THEREFORE, FOR AND IN CONSIDERATION of payment by Purchaser of a credit bid in the sum of One Hundred Thousand and No/100 (\$100,000) Dollars, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer, convey and set over to Purchaser, its successors and assigns, all right, title and interest of Seller in and to the Property without representation, warranty or further action or undertaking. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PURCHASER TAKES TITLE TO THIS PROPERTY "AS IS" AND "WHERE IS," AND SELLER MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, AS TO CONDITION OR FITNESS OF THE PROPERTY HERewith CONVEYED.

TO HAVE AND TO HOLD, all and singular, the Property unto Purchaser, its heirs, successors and assigns forever, so that neither Seller, nor its successors and assigns, nor any other person or persons claiming under Seller, its successors or assigns, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the Property.

AND IT IS FURTHER AGREED that Purchaser shall be responsible for the removal of the Property from the Location and shall indemnify and hold Seller harmless from and against, and to reimburse Seller with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, related to any damage in connection with the removal and/or asserted against or incurred by Seller at any time and from time to time by reason or arising out of any Purchaser's removal of the Property from the Location.

IN WITNESS WHEREOF, Seller has executed this Quit Claim Bill of Sale as of the date set forth above.

Seller:

SIGNED, SEALED & DELIVERED
In The Presence Of:

Janette M. Haas
Witness

Deo Wang
Witness

HAAS CONSULTING, LLC

By: [Signature]
Name: John F. Haas
Title: Receiver

Purchaser:

ASM BLACK, LLC

By: [Signature]
Name: Adam MacLewite
Title: Marketing General Manager

Exhibit A

The following property of Timber Treatment Technologies, LLC ("Timber," which also does business as "Timbersil") and specified patents of Karen Slimak ("Slimak") are subject to the bid of AMS Capital, LLC:

- (i) all property of Timber which is not located at 4 Augusta Arbor Way, Greenville, SC 29605;
- (ii) all of Timber's Accounts and related Account Information;
- (iii) all General Intangibles (and in any event including, without limitation, each Portfolio Purchase Agreement and all recourse, indemnification, repurchase and other rights of Timber thereunder and all other payment intangibles, contract rights, rights to payment, rights arising under common law, statute, rule or regulation, choses or things in action, tax refunds, tax refund claims and interests in a limited liability company or partnership that do not constitute a security under Article 8 of the Code, but excluding intellectual property not within the definition of Intellectual Property);
- (iv) all Commercial Tort Claims;
- (v) all Investment Property;
- (vi) all Negotiable Collateral;
- (vii) all Supporting Obligations;
- (viii) all contracts, contract rights, Chattel Paper, instruments and documents of Timber;
- (ix) all rights, claims or choses in action;
- (x) all money, cash, Cash Equivalents or other assets of Timber or Slimak that now or hereafter come into the possession, custody, or control of Lender;
- (xi) all Intellectual Property, including without limitation (i) the Patents owned by Slimak and licensed to Timber, identified in the Loan Agreement (as defined below) as U.S. patents #6,040,057, #6,146,766, #6,303,234, #09/927,062, #6,827,984, #7,297,411, and RE40,517 and (ii) any copyrights, trademarks, trade secrets and customer lists, other intellectual property and any rights under or interests in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether Timber or Slimak is a licensee or licensor under any such license agreement.

- (xii) all Books (including customer lists, credit files, computer print-outs, information contained on hard drives, discs, back-up tapes or similar formats and all other computer materials and records of Timber or Slimak stored in any media whatsoever) pertaining to any of (i) through (xi) above;
- (xiii) all accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (i) through (xii) above; and
- (xiv) the proceeds and products, whether tangible or intangible, of any of the foregoing, and any and all Accounts, Books, Deposit Accounts, General Intangibles, Investment Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible Property resulting from the sale, exchange, collection or other disposition of any of the foregoing, or any portion thereof or interest therein, and the proceeds thereof, together with all assets and interests in assets and proceeds thereof now owned or hereafter acquired by a Loan Party in or upon which a Lien is granted under any of the Financing Documents.

*All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan and Security Agreement and Guaranty ("Loan Agreement") between ASM Black, LLC and Timber and Slimak dated December 17, 2013.

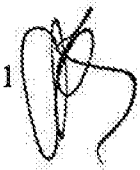
STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
ASM Black, LLC,)	Civil Action No. 2014-CP-23-03876
)	
Plaintiff,)	
)	
vs.)	ORDER APPROVING SALE OF
)	PROPERTY BY RECEIVER
Timber Treatment Technologies, LLC;)	
Karen Slimak; South Carolina Workers')	
Compensation Uninsured Employers')	
Fund; and Regions Bank,)	
)	
Defendants.)	

FILED IN COURT OF COMMON PLEAS
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 PAUL B. WICKENS
 2015 MAY 13 AM 10:33

B>

This matter originally came before the Court on the Plaintiff ASM Black, LLC's ("ASM") Motion for the Appointment of a Receiver and Verified Complaint, making application for the appointment of a Receiver for the property of Timber Treatment Technologies, LLC ("Timber") and certain property of Karen Slimak ("Slimak") pursuant to the Plaintiff's rights under the parties' Loan and Security Agreement and Guaranty ("Loan Agreement") dated December 17, 2013. On October 3, 2014, the Court entered its Order (A) Restraining Defendants Timber Treatment Technologies, LLC and Karen Slimak and (B) Appointing Investigative Receiver entered Oct. 3, 2014 in which it appointed John Haas, Haas Consulting, LLC ("Receiver"), as an investigative receiver. Subsequently, On March 16, 2015, the Court entered its Order Authorizing the Receiver to Take Possession and Sell Property, which authorized the Receiver to take possession of the Property (as defined in the Exhibit to that Order) and list it for sale, subject to the Court's approval of the sale. The Receiver has now widely marketed the Property and continues to market the Property for auction. The Receiver obtained two "stalking horse"

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bids for the Property and, pursuant to the Plaintiff's Motion to Approve Sale of Property and the Affidavit of the W.M. "Skip" Hales in support of same (the "Supporting Affidavit"), has asked the Court to approve the sales on the terms of certain bids or any higher or better offers received by the Receiver prior to the conclusion of the auction. Based on the findings of fact contained herein, and as good cause exists to grant the requested relief, the Court hereby finds and orders as follows:

FINDINGS OF FACT

1. The Receiver employed W.M. Hales, Inc., an experienced auctioneer and sales agent. W.M. Hales, Inc. and its principal, Skip Hales, have over 30 years of experience with the sale and liquidation of real and personal property, are licensed real estate brokers and auctioneers, are regularly employed by receivers, courts, and bankruptcy trustees to liquidate property.

2. The Receiver and W.M. Hales, Inc. undertook extensive efforts to market the Property for sale. First, W.M. Hales, Inc. directly contacted a number of parties to which it had sold similar property and arranged for private showings of the Property. W.M. Hales, Inc. then sent a color sales brochure to a targeted, industry-focused mailing list of over 16,000 recipients. W.M. Hales, Inc. also advertised the sale to the general public on its website, <http://www.skiphales.com/>. Beginning on May 1, 2015, an online auction of the Property commenced and interested parties are able to bid on the assets via the website YellowTagAuctions.com. The auction for the intangible property concludes on Wednesday, May 13, 2015 at 11:00 a.m. and tangible property bidding concludes on May 14, 2015 at 11:00 a.m.

3. The Plaintiff also provided notice of the sale to the Defendants borrower (Timber), guarantor/pledgor (Slimak), and lienholders (South Carolina Workers' Compensation Uninsured Employers' Fund and Regions Bank). The Motion to Approve Sale of Property, the Supplement to the Motion to Approve Sale, and the Supporting Affidavit were served on the Defendants as set forth in the Certificates of Service filed of record. In addition, the Plaintiff mailed a Notification of Disposition of the Property setting forth the method of and time of disposition at least ten days prior to the sale.

4. As set forth in the Supporting Affidavit, based on the due diligence and marketing that has been pursued by the Receiver and W.M. Hales, Inc., interested parties have been contacted and the following two stalking horse bids were received:

- a) Tangible personal property located at 4 Augusta Arbor Way, Greenville, SC 29605, as described in **Exhibit A** (collectively, the "Personal Property on Premises"): \$100,000 bid from NMC Industrial, LLC, a Delaware corporation d/b/a New Mill Capital ("NMC"); and
- b) All intangible property, including all intellectual property, and any other assets of Timber at any location other than Augusta Arbor Way, Greenville, SC 29605, as described in **Exhibit B**: \$100,000 (collectively, the "Intangible Property") credit bid from the Plaintiff, ASM Capital, LLC.

5. Subsequent to the filing of the Supporting Affidavit, NMC notified W.M. Hales, Inc. that it was terminating its contract for the Personal Property on Premises. Nonetheless, the Receiver and W.M. Hales believe the Personal Property on Premises



will still generate substantial proceeds at auction. Thus, the Receiver and the Plaintiff have amended their request and seek approval from the Court to sell the Personal Property on Premises for a total of at least \$100,000 from one or multiple bidders for such property.

6. The Receiver has examined the stalking horse bid from the Plaintiff for the Intangible Property and considered the minimum bid of \$100,000 for Personal Property on Premises and, based on the Receiver's due diligence and review of this matter, recommends that these minimum bids be approved.

7. Accordingly, the Receiver requests approval to sell the Property on the above terms or any higher and better offers received at the conclusion of the auction, without further order from the Court.

8. The Plaintiff joins in the Receiver's request and no other party has objected to the sale.

9. Defendant South Carolina Workers' Compensation Uninsured Employers' Fund ("Fund") asserted a prior lien on the Property, which was disputed by the Plaintiff. These parties have reached a resolution and agreed that the Defendant Fund will be paid \$11,000 from the sale in full and complete satisfaction of its lien.

CONCLUSIONS OF LAW

Based on the foregoing and other matters in the record,

10. IT IS HEREBY ORDERED that the sales are approved and Receiver is authorized to sell the Property on the terms of the minimum bids described herein or such higher bids as are received at the conclusion of the auction, without further order from the Court. The Receiver is therefore authorized to execute all necessary Bills of Sale,

assignments, and other documents necessary to convey title to the Property to the successful bidders and take any other action that is reasonably necessary to effectuate the sale(s). The sales proceeds will be used to pay all costs of the administration of the Receivership, then \$11,000 to Defendant Fund, and the remaining funds paid to the Plaintiff, subject to the Rule to Show Cause with respect to certain tax liens.

11. Having reviewed the Supporting Affidavit and other matters in the record, the Court hereby finds and ORDERS that (i) the sale is in compliance with Article 9 of the South Carolina Uniform Commercial Code, to the extent it is applicable; (ii) notice and advertisement of the sale was proper, appropriate, and commercially reasonable; (iii) a meaningful opportunity has been afforded the general public and any interested party to make a higher or better offer or for any interested party to object and be heard regarding the sale; (iv) the sale was negotiated and has been undertaken by the parties at arm's length, without collusion and in good faith and purchasers at the sale are buying in good faith; (v) the sale consideration to be realized by the Receiver is fair and reasonable; (vi) all aspects of the sale were commercially reasonable; (vii) the sale is within the scope of authority of the Receiver; and (viii) none of the purchasers are purchasing a majority of Timber's property and, consequently, S.C. Code Ann. § 12-54-124 is inapplicable.

12. IT IS ALSO HEREBY ORDERED, subject only to the payment by the successful bidders of the agreed consideration, the sale of the Property to the purchasers shall constitute a legal, valid, and effective transfer of the Property and shall vest the purchasers with all right, title, and interest of the Receiver and the Plaintiff in and to the Acquired Assets, free and clear of any claimed exemption and all liens, claims, judgments, and encumbrances and other interests whatsoever.



13. IT IS ALSO HEREBY ORDERED that the sale of the Property as set forth herein will constitute a transfer for reasonably equivalent value and fair consideration under the laws of the State of South Carolina. The transfer of the Property by the Receiver to the successful purchasers from the auction is a legal, valid and effective transfer of the Property. All entities presently in possession of some or all of the Property are directed to surrender possession of the Property to such successful purchaser at such time thereafter as such purchaser may request.

14. It is also hereby ORDERED that all persons are enjoined from taking any action against the purchasers or the Property to recover any claim which such person had solely against Defendant Timber, Defendant Slimak, their affiliates, or the Property.

15. It is also hereby ORDERED that the purchasers of the Property at auction have not assumed or otherwise become obligated for any of Defendant Timber and Defendant Slimak's liabilities. Consequently, all holders of liabilities against the Defendant Timber and Defendant Slimak are hereby enjoined from asserting or prosecuting any claim or cause of action against the purchasers or the Property to recover on account of any liabilities.

16. After completing the sale and disbursement of the sales proceeds, the Receiver will file a final report following the sale accounting for the disposition of the sale proceeds and seek termination of the Receivership and the Plaintiff will submit a Supplemental Order as to the remaining deficiency judgment, if any, following the sale.

AND IT IS SO ORDERED.

5/12/15


The Honorable Charles B. Simmons, Jr.

Special Circuit Judge, Thirteenth Judicial
Circuit

Greenville, South Carolina

_____, 2015.

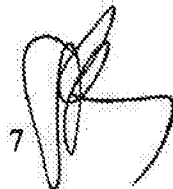
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EXHIBIT A
(Description of Tangible Property Located at Premises)

All of the tangible personal property (wall to wall/floor to ceiling, in, around and/or about the Premises) located at 4 Augusta Arbor Way, Greenville, SC 29605 (the "Premises"), including but not limited to all of the machinery, equipment, related equipment and other tangible personal property items, tooling, attachments, parts, accessories, manuals for the operation of the equipment, rolling stock, overhead cranes, material handling equipment, office furnishings and equipment (collectively, the "Tangible Personal Property Located on Premises").

The Tangible Personal Property Located on Premises shall not include any and all (i) accounts and related account information; (ii) general intangibles; (iii) commercial tort claims; (iv) investment property; (v) negotiable collateral; (vi) supporting obligations; (vii) contracts, contract rights, chattel paper, instruments and documents of Timber; (viii) rights, claims, and choses in action; (ix) money, cash, cash equivalents or other assets of Timber or Slimak that now or hereafter come into the possession, custody or control of ASM Capital, LLC ("Lender"); (x) intellectual property, including without limitation the including without limitation (a) U.S. patents #6,040,057, #6,146,766, #6,303,234, #09/927,062, #6,827,984, #7,297,411, and RE40,517 and (b) any copyrights, trademarks, trade secrets and customer lists, other intellectual property and any rights under or interest in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether Timber or Slimak is a licensee or licensor under any such license agreement; (xi) books and records (including without limitation customer lists, credit files, computer print-outs, information contained on hard drives, discs, back-up tapes or similar formats and all other computer materials and records of Timber and Slimak stored in any media whatsoever pertaining to any of the foregoing); (xii) all accessions to, substitutions for and all replacements, products, and cash and non-cash proceeds of (i) through (xi), and (xiii) the proceeds and products, whether tangible or intangible, of any of the foregoing. The Tangible Personal Property Located on Premises shall also not include any and all assets which are not located on the Premises.



EXHIBIT B

(Description of Intangible Property and Remaining Property – Subject to Bid of Plaintiff)

The following property of Timber Treatment Technologies, LLC ("Timber," which also does business as "Timbersil") and specified patents of Karen Slimak ("Slimak") are subject to the bid of AMS Capital, LLC:

- (i) all property of Timber which is not located at 4 Augusta Arbor Way, Greenville, SC 29605;
- (ii) all of Timber's Accounts and related Account Information;
- (iii) all General Intangibles (and in any event including, without limitation, each Portfolio Purchase Agreement and all recourse, indemnification, repurchase and other rights of Timber thereunder and all other payment intangibles, contract rights, rights to payment, rights arising under common law, statute, rule or regulation, choses or things in action, tax refunds, tax refund claims and interests in a limited liability company or partnership that do not constitute a security under Article 8 of the Code, but excluding intellectual property not within the definition of Intellectual Property);
- (iv) all Commercial Tort Claims;
- (v) all Investment Property;
- (vi) all Negotiable Collateral;
- (vii) all Supporting Obligations;
- (viii) all contracts, contract rights, Chattel Paper, instruments and documents of Timber;
- (ix) all rights, claims or choses in action;
- (x) all money, cash, Cash Equivalents or other assets of Timber or Slimak that now or hereafter come into the possession, custody, or control of Lender;
- (xi) all Intellectual Property, including without limitation (i) the Patents owned by Slimak and licensed to Timber, identified in the Loan Agreement (as defined below) as U.S. patents #6,040,057, #6,146,766, #6,303,234, #09/927,062, #6,827,984, #7,297,411, and RE40,517 and (ii) any copyrights, trademarks, trade secrets and



customer lists, other intellectual property and any rights under or interests in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether Timber or Slimak is a licensee or licensor under any such license agreement.

- (xii) all Books (including customer lists, credit files, computer print-outs, information contained on hard drives, discs, back-up tapes or similar formats and all other computer materials and records of Timber or Slimak stored in any media whatsoever) pertaining to any of (i) through (xi) above;
- (xiii) all accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (i) through (xii) above; and
- (xiv) the proceeds and products, whether tangible or intangible, of any of the foregoing, and any and all Accounts, Books, Deposit Accounts, General Intangibles, Investment Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible Property resulting from the sale, exchange, collection or other disposition of any of the foregoing, or any portion thereof or interest therein, and the proceeds thereof; together with all assets and interests in assets and proceeds thereof now owned or hereafter acquired by a Loan Party in or upon which a Lien is granted under any of the Financing Documents.

*All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan and Security Agreement and Guaranty ("Loan Agreement") between ASM Black, LLC and Timber and Slimak dated December 17, 2013, which is attached to the Complaint in the above-captioned action.



LIST OF INTELLECTUAL PROPERTY

Application No.	Patent No. / Publication No.	Date of Issuance / Date of Publication
08/843,160	6,040,057	3/21/2000
09/044,909	6,146,766	11/14/2000
08/818,195	6,303,234	10/16/2001
09/927,062	6,827,984	12/7/2004
10/870,985	7,297,411	11/20/2007
10/803,199	RE40,517	9/23/2008
11/941,870	8,221,893	7/17/2012
13/541,014	8,647,750	2/11/2014
13/827,320	2014/0261047	9/18/2014