

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5747447

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EPHA, INC	08/19/2019
RECEIVING PARTY DATA		
Name:	WEST AUTOMOTIVE PRODUCTS, LLC	
Street Address:	401 S. REDWOOD ST.	
City:	CANBY	
State/Country:	OREGON	
Postal Code:	97013	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D791971
CORRESPONDENCE DATA		
Fax Number:	(503)263-7699	
<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:	5033305540	
Email:	steve@westautomotive.com	
Correspondent Name:	STEVE STAMBACK	
Address Line 1:	401 S. REDWOOD ST.	
Address Line 4:	CANBY, OREGON 97013	
NAME OF SUBMITTER:	STEVE STAMBACK, MANAGING MEMBER WEST AUT	
SIGNATURE:	/Steve Stamback/	
DATE SIGNED:	10/01/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 12		
source=Epha-West Purchase Agreement, executed#page1.tif		
source=Epha-West Purchase Agreement, executed#page2.tif		
source=Epha-West Purchase Agreement, executed#page3.tif		
source=Epha-West Purchase Agreement, executed#page4.tif		
source=Epha-West Purchase Agreement, executed#page5.tif		
source=Epha-West Purchase Agreement, executed#page6.tif		

source=Epha-West Purchase Agreement, executed#page7.tif
source=Epha-West Purchase Agreement, executed#page8.tif
source=Epha-West Purchase Agreement, executed#page9.tif
source=Epha-West Purchase Agreement, executed#page10.tif
source=Epha-West Purchase Agreement, executed#page11.tif
source=Epha-West Purchase Agreement, executed#page12.tif

AGREEMENT FOR SALE AND PURCHASE OF THE LADDER-GUARD PRODUCT LINE

EXHIBITS

- A Trademark Assignment
- B Patent Assignment
- C Invoice

Seller:

Mitch Meyers, President
Epha, Inc.
1997 North 1st. Place
Hermiston, OR 97838

Buyer:

Steve Stamback, Managing Member
West Automotive Products, LLC
401 S. Redwood St.
Canby, OR 97013

This AGREEMENT FOR SALE AND PURCHASE OF THE LADDER-GUARD PRODUCT LINE (this "Agreement"), dated as of Aug 19, 2019, is between Epha, Inc. (the "Seller"), an Oregon corporation, and West Automotive Products, LLC (the "Buyer"), an Oregon Limited Liability Company.

RECITALS

- A. The Seller presently owns, operates, and offers for sale a product line under the trademark name "Ladder-Guard" (the "Product Line");
- B. The Buyer wishes to purchase, and the Seller wishes to sell to Buyer, the Product Line;

AGREEMENT

1. ASSETS PURCHASED

- 1.1. Assets Purchased. Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following assets (the "Assets") which constitute the Product Line and related consideration:

- 1.1.1. The "Ladder-Guard" trademark, serial number 86764784, as described in the attached Trademark Assignment, Exhibit A;

- 1.1.2. The "Ladder Step Barrier" patent, Patent No. US D791,971 S, as described in the attached Patent Assignment, Exhibit B.
- 1.1.3. All assets listed the attached Invoice, Exhibit C, including:
 - 1.1.3.1. The domain name "www.Ladder-Guard.com";
 - 1.1.3.2. A single cavity injection mold, in working condition.
 - 1.1.3.3. All finished inventory relating to the Product Line;
 - 1.1.3.4. Packaging inventory (card stock) associated with the Product Line;
 - 1.1.3.5. All marketing material, artwork and copyright material pertaining to the Product Line; and
 - 1.1.3.6. All sales information, correspondence, and contact information pertaining to the Product Line, including sales history and specific contact information from those sales.
- 1.1.4. The right to purchase raw polymer from Seller at 10% above Seller's cost for a period of 20 Years
- 1.1.5. The right to purchase zip ties from Seller at Seller's cost for a period of 20 years;
- 1.1.6. A right of first refusal to contract manufacture 6", 8", 10" and 12" hose protectors from Seller should Seller purchase larger molds and obtain outside sourcing for manufacturing these new molds; and
- 1.1.7. A right of notification to allow purchase all remaining assets and/or shares in Seller should Seller choose to sell its entire remaining business.
2. **EXCLUDED ASSETS AND LIABILITIES.** Excluded from this sale and purchase are all of Seller's assets and liabilities not described above.
3. **PURCHASE PRICE; ALLOCATION.** The purchase price for the Assets (the "Purchase Price") will be \$65,000, allocated as set forth in Exhibit C.
4. **PAYMENT OF PURCHASE PRICE.** At the Closing, the Buyer will pay, by cashier's check, certified check, or wire transfer to the account specified by the Seller two business days before the Closing, the full purchase price of \$65,000.
5. **OTHER AGREEMENTS.** At the Closing, the parties will execute the exhibits to this Agreement (the "Related Agreements");
6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller represents and warrants to the Buyer as follows:
 - 6.1. **Corporate Existence.** The Seller is a corporation duly incorporated and legally existing under the laws of the state of Oregon and is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. The Seller has all requisite corporate power and authority and all material

licenses, permits, and authorizations necessary to own and operate the Assets and to carry on its business as now conducted.

- 6.2. **Authorization.** The execution, delivery, and performance of this Agreement and all other agreements contemplated by this Agreement to which the Seller is a party have been duly authorized by the Seller. This Agreement and the Related Agreements, when executed and delivered by the parties thereto, will constitute the legal, valid, and binding obligation of the Seller enforceable against the Seller except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on the right of specific performance.
- 6.3. **Brokers and Finders.** Neither the Seller nor the Selling Shareholder has employed any broker or finder in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.
- 6.4. **Transfer Not Subject to Encumbrances or Third-Party Approval.** The execution and delivery of this Agreement and the Related Agreements by the Seller, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets, and will not require the authorization, consent, or approval of any third party, including any governmental subdivision or regulatory agency.
- 6.5. The Seller is not in default under any Contract, nor, to the Seller's best knowledge, does there exist any event that, with notice or the passage of time or both, would constitute a default or event of default by the Seller under any Contract.
- 6.6. **Title to and Condition of Assets.**
- 6.6.1. The Seller has (and at Closing the Buyer will acquire) good and marketable title to the Assets.
- 6.6.2. All Tangible Personal Property has been maintained and operated in accordance with manufacturers' specifications and prudent industry practices, is in a good state of maintenance and repair, ordinary wear and tear excepted, and is adequate for the conduct of the Seller's business.
- 6.7. **Accuracy of Representations and Warranties.** None of the representations or warranties of the Seller or the Selling Shareholder contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading.
7. **REPRESENTATIONS OF BUYER.** The Buyer represents and warrants to the Seller and the Selling Shareholder as follows:
- 7.1. **Corporate Existence.** The Buyer is a limited liability company duly organized and legally existing under the laws of the state of Oregon. The Buyer has all requisite power

and authority to enter into this Agreement and the Related Agreements and to perform its obligations under them.

- 7.2. **Authorization.** The execution, delivery, and performance of this Agreement and the related agreements have been duly authorized and approved by the officers and Members of the Buyer. This Agreement and the Related Agreements constitute valid and binding agreements of the Buyer, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.
- 7.3. **Brokers and Finders.** The Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.
- 7.4. **No Conflict with Other Instruments or Agreements.** The execution, delivery, and performance by the Buyer of this Agreement and the Related Agreements will not result in a breach or violation of, or constitute a default under, the Buyer's Articles of Incorporation or Bylaws or any material agreement to which the Buyer is a party or by which the Buyer is bound.
- 7.5. **Accuracy of Representations and Warranties.** None of the representations or warranties of the Buyer contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

8. COVENANTS OF SELLER AND SELLING SHAREHOLDER

- 8.1. **Seller's Operation of Business Before Closing.** The Seller agree that between the date of this Agreement and the Closing, the Seller will:
- 8.1.1. Maintain all the Assets other than inventory in their present condition, reasonable wear and tear and ordinary usage excepted, and maintain the inventory at levels normally maintained; and
- 8.2. Notify the Buyer promptly in the event of any material change in the Assets or the Seller's business before Closing or any material adverse change in the financial condition of the Seller or of any breach of a representation or warranty provided in this Agreement.

9. COVENANTS OF BUYER

- 9.1. **Conditions and Best Efforts.** The Buyer will use its best efforts to effectuate the transactions contemplated by this Agreement and the Related Agreements and to fulfill all the conditions of the Buyer's obligations under this Agreement and the Related Agreements, and will do all acts and things as may be required to carry out the Buyer's obligations and to consummate this Agreement and the Related Agreements.

9.2. **Confidential Information.** If for any reason the sale of Assets contemplated by this Agreement is not consummated, the Buyer will promptly return to the Seller and will not disclose to third parties any confidential information received from the Seller in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement.

10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

- 10.1. The obligation of the Buyer to purchase the Assets is subject to the fulfillment, before or at the Closing, of each of the following conditions, any one or portion of which may be waived in writing by the Buyer.
- 10.2. **Representations, Warranties, and Covenants of Seller.** All representations and warranties made in this Agreement by the Seller will be true in all material respects through the Closing and neither the Seller nor the Selling Shareholder will have violated or will have failed to perform in accordance with any covenant contained in this Agreement or the Related Agreements.
- 10.3. **No Suits or Actions.** At the time of the closing, no action, suit, or proceeding before any court or any governmental or regulatory authority will have been commenced and be continuing, and no investigation by any governmental or regulatory authority will have been commenced and be continuing, and no action, investigation, suit, or proceeding will be threatened, against the Seller or the Buyer or any of their affiliates, associates, officers, or directors, seeking to restrain or prevent or questioning the validity of the transactions contemplated by this Agreement or the Related Agreements.

11. INDEMNIFICATION

- 11.1. **Seller's Indemnification.** The Seller agrees to indemnify, defend, and hold the Buyer, its successors, and assigns harmless from and against any and all claims, liabilities, obligations, costs, expenses, and reasonable attorney fees (collectively, "Damages") arising out of or related to:
- 11.1.1. Any breach or inaccuracy of any representation or warranty of the Seller made in this Agreement or any Related Agreement;
- 11.1.2. Any failure by the Seller to perform any covenant required to be performed by it pursuant to this Agreement or any Related Agreement; and
- 11.1.3. Any liability or obligation of the Seller arising out of or in connection with the ownership, use, condition, maintenance, or operation of the Seller's business or the Assets by the Seller or its shareholders on or before the Closing, in either case not expressly assumed by the Buyer in accordance with the terms of this Agreement.
- 11.1.3.1. If any claim is asserted against the Buyer that would give rise to a claim by the Buyer against the Seller for indemnification, then the Buyer will promptly give written notice to the Seller concerning such claim and the Seller will, at no expense to the Buyer, defend the claim.

11.2. Buyer's Indemnification. The Buyer agrees to defend, indemnify, and hold harmless the Seller from and against all Damages arising out of or related to:

11.2.1. Any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement or any Related Document;

11.2.2. Any failure by the Buyer to perform any covenant required to be performed by it pursuant to this Agreement or any Related Document; and

11.2.3. Any liability or obligation of the Seller to any third party expressly assumed by the Buyer in accordance with the terms of this Agreement.

12. CLOSING. This Agreement will be closed remotely, on Aug 19, 2019, or at such other time as the parties may agree in writing (the "Closing").

13. MISCELLANEOUS PROVISIONS

13.1.1. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

13.1.2. Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

13.1.3. Date. The parties enter into this Agreement as of the date first written above.

13.1.4. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

13.1.5. Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

13.1.6. Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

13.1.7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

13.1.8. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

13.1.9. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

IT IS SO AGREED:

Seller:

/s/ 

Mitch Meyers, President
Epha, Inc.

Buyer:

/s/ 

Steve Stamback, Managing Member
West Automotive Products, LLC

Exhibit A
TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on Aug 19 (the "Effective Date") by and between the following parties:

Mitch Meyers, President
Epha, Inc.
1997 North 1st. Place
Hermiston, OR 97838
(the "Assignor")

Steve Stamback, Managing Member
West Automotive Products, LLC
401 S. Redwood St.
Canby, OR 97013
(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of the "Ladder-Guard" trademark, serial number 86764784 (the Trademark); and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademark; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademark in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademark, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademark, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications for the Trademark to Assignee as recipient of Assignor's entire right, title and interest therein.

Page 8 of 12 - AGREEMENT FOR SALE AND PURCHASE OF LADDER-GUARD PRODUCT LINE

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademark and any and all applications and registrations for the Trademark.

2. WARRANTY

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademark, that the Trademark has not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

IT IS SO AGREED:

Assignor:

/s/

Mitch Meyers, President
Epha, Inc.

Assignee:

/s/

Steve Stamback, Managing Member
West Automotive Products, LLC

Exhibit B
PATENT ASSIGNMENT

Mitch Meyers, President
Epha, Inc.
1997 North 1st. Place
Hermiston, OR 97838
(the "Assignor")

Steve Starnback, Managing Member
West Automotive Products, LLC
401 S. Redwood St.
Canby, OR 97013
(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of the "Ladder Step Barrier" patent, Patent No. US D791,971 S (the "Patent")

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Patent; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its right, title, and interest in the Patent to Assignee for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patent. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the Patent and/or patent applications to Assignee as recipient of Assignor's right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patent, that the Patent has not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

IT IS SO AGREED:

Assignor:

/s/

Mitch Meyers, President
Epha, Inc.

Assignee:

/s/

Steve Starnack, Managing Member
West Automotive Products, LLC

Exhibit C

INVOICE

Asset	Value
"Ladder-Guard" trademark, serial number 86764784	\$10,000
"Ladder Step Barrier" patent, Patent No. US D791,971 S	\$15,000
domain name "www.Ladder-Guard.com"	\$2,500
single cavity injection mold, in working condition	\$25,000
All finished inventory relating to the Product Line	\$5,000
Packaging inventory (card stock) associated with the Product Line	\$5,000
All marketing material, artwork and copyright material pertaining to the Product Line	\$2,500
All sales information, correspondence, and contact information pertaining to the Product Line, including sales history and specific contact information from those sales.	0
The right to purchase raw polymer from Seller at 10% above Seller's cost for a period of 20 years ;	0
The right to purchase zip ties from Seller at Seller's cost for a period of 20 years	0
A right of first refusal to contract manufacture 6", 8", 10" and 12" hose protectors from Seller should Seller purchase larger molds	0
A right of first refusal to purchase all remaining assets and/or shares in Seller should Seller choose to sell its entire remaining business,	0
Total Purchase Price:	\$65,000