

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEWID, INC.	10/08/2019
RECEIVING PARTY DATA		
Name:	THE GREEN GLASS CO.	
Street Address:	5801 STELLA AVE	
City:	WESTON	
State/Country:	WISCONSIN	
Postal Code:	54476	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7318329	
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:	715-355-1897	
Email:	megan@greenglass.com	
Correspondent Name:	THE GREEN GLASS CO.	
Address Line 1:	5801 STELLA AVE	
Address Line 4:	WESTON, WISCONSIN 54476	
NAME OF SUBMITTER:	ROBERT LAMOVEC	
SIGNATURE:	/Robert Lamovec/	
DATE SIGNED:	01/22/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 27		
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated October 8, 2019 (the "*Effective Date*"), is entered into by and between Oscar Wientjes and Severine Zaslavski (collectively, "*Selling Owners*") and NewID, Inc, a Wisconsin Corporation, d/b/a The Green Glass Company, ("*Selling Company*," and together with Selling Owner, "*Seller*") and Green Glass Company, LLC, a Wisconsin limited liability company ("*Buyer*").

RECITALS

WHEREAS, Selling Owners are the record and beneficial owner of one hundred percent (100%) of Selling Company and will derive a significant benefit from the consummation of the transactions contemplated under this Agreement;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein; and

WHEREAS, Selling Owner and Seller have been involved in the day-to-day operations of Seller's Business and both Buyer and Seller desire that Seller's Business shall continue without interruption or interference.

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

Section 1.01 Certain Defined Terms. As used in this Agreement the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

- (a) "Closing" shall be October 8, 2019, and shall take place at Weld Riley, S.C., 219 Ross Avenue, Suite 100, Schofield, WI 54476 or such other location as determined by the parties.
- (b) "Purchased Assets" shall have the meaning set forth in Section 2.01 below.
- (c) "Seller's Business" shall mean the recycled glass manufacturing and sales business operations of Seller known as Selling Company located at 5801 Stella Avenue, Weston, WI 54476.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Seller shall sell, assign, transfer, convey and deliver unto Buyer, free and clear of any liabilities, mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**") and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to certain assets used by Seller in the operation of Seller's Business, including: (i) all personal property, equipment, vehicles, machines, hardware, and other tangible personal property of every kind used or held for use in the conduct of Seller's Business, and those assets identified on Exhibit A and Exhibit B attached hereto and incorporated herein by reference; (ii) all rights of Seller under those contracts and other agreements related to the operation of Seller's Business (collectively, the "**Assigned Contracts**"); (iii) all of Seller's accounts receivable other than Retained Receivables as provided in subparagraph (b), below; (iv) all sales records, purchase records, technical information, vendor records and information, marketing materials, and data and other records relating to Seller's Business; (v) United States Patent No. 7318329; (vi) trademarks, names, and tradenames associated with Seller's Business (including without limitation the name Selling Company); (vii) telephone numbers 715-355-1897 and 715-355-0597, website greenglass.com, and all email addresses @greenglass.com; (viii) customer lists and contact information, including mailing addresses, e-mail addresses and telephone numbers (the "**Customer List**"); (ix) inventory identified on Exhibit C and Exhibit D; (x) goodwill and other intangibles of Seller and Seller's Business as a going concern; and (xi) all other assets not specifically listed herein but used in the operation of Seller's Business, all of such assets are hereinafter referred to as the "**Purchased Assets**." From the Effective Date until Closing, Seller shall conduct Seller's Business only in the Ordinary Course and shall not take any action that would have a Material Adverse Effect on Seller's Business or the value of the Purchased Assets hereunder. Seller shall use best efforts to preserve the present business operations, organization and goodwill of Seller's Business, preserve the present relationships with customers and suppliers of Seller's Business, and maintain insurance coverage on such terms and in such amounts substantially as maintained on the Effective Date. As used herein, "**Material Adverse Effect**" means any fact, condition, change, circumstance, event or effect that, individually or in the aggregate with all other facts, conditions, changes, circumstances, events or effects, is or could reasonably be expected to be materially adverse to the business, properties, operations, assets, liabilities, results of operations, cash flows, pricing, operating margins, employee relations, or vendor relations of Seller's Business or the Seller, or that materially impairs the ability of the Seller to consummate the transactions contemplated by this Agreement. As used herein, "**Ordinary Course**" means the ordinary course of business consistent with past practice of the Seller. In addition but without limitation, the following provisions shall apply to the Purchased Assets:

(a) Patent. Notwithstanding, the parties acknowledge that Seller owns but has not perfected his rights and interests in Patent No. 7318329 ("Patent Interests") included in the Assets Seller is transferring to Buyer. Seller has initiated the process to perfect the Patent Interests and shall take any action reasonable to complete the perfection in due course. The perfection of the Patent Interests shall be a specific exclusion to any affected representations and warranties of Seller so long as Seller perfects the Patent Interests in due course after Closing and

upon perfection of the Patent Interests, Seller shall execute and deliver any instruments of assignment, conveyance, or transfer of the Patent Interests to Buyer.

(b) **Retained Receivables.** Seller shall retain all accounts receivable for which work has been completed and invoices sent or outstanding as of Closing. In the event that, following Closing, Buyer receives any payments from a third party that relate to any accounts receivable that are due to Seller, Buyer shall, promptly following receipt of any such payment, transfer such payments to Seller or a bank account designated by Seller.

Section 2.02 No Assumption of Liabilities. This sale constitutes an asset sale under the terms and conditions as set forth in this Agreement, and Buyer shall not assume any liabilities, responsibilities, or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created. Seller shall be responsible for and shall pay all accounts payable accrued through the Closing and shall be responsible for paying any and all other sums otherwise due from Seller to any third party. Seller shall file all necessary tax forms in a timely manner regarding sales tax matters.

Section 2.03 Purchase Price. The purchase price for the Purchased Assets shall be One Hundred Sixty Thousand Dollars (\$160,000) (the "**Purchase Price**"). The Purchase Price will be due and payable at Closing from Buyer to Seller as follows: (i) \$120,000 shall be paid by Buyer to Seller by certified or cashier's check; and (ii) Buyer shall deliver to Seller a Promissory Note in the amount of \$40,000 in the form of Exhibit E attached hereto (the "**Promissory Note**").

Section 2.04 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) as follows: Thirty Thousand Dollars (\$30,000) to Inventory; Fifty Thousand Dollars (\$50,000) to Equipment; and the balance of the Purchase Price to Goodwill. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 2.05 Employees. At Closing Buyer agrees to hire Seller's two (2) employees Ryan Nelson and Karl Lassila at their current wages and will offer comparable benefits. This provision is in no way a contract for employment or a guaranty of continued employment. Said employees shall be subject to any and all policies and procedures established by Buyer.

ARTICLE III CLOSING

Section 3.01 Closing Deliverables. All obligations of the parties under this Agreement are subject to the fulfillment of each of the following conditions precedent on or before Closing; to the extent all conditions are not met, this Agreement shall terminate:

- (a) At Closing, Seller shall deliver to Buyer the following:
 - (i) bills of sale, certificates of title, assignments, or other sufficient instruments of transfer and conveyance as shall be necessary and legally sufficient in the reasonable opinion of Buyers' counsel to

- fully effectuate the sale, assignment and transfer of the Purchased Assets to Buyer;
- (ii) Assignment of United States Patent No. 7318329 in the form of Exhibit F attached hereto and incorporated herein;
 - (iii) an executed Covenant Not to Compete and Non-Solicitation Agreement in the form of Exhibit G attached hereto and incorporated herein;
 - (iv) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, in Buyer's sole and absolute discretion, as may be required to give effect to this Agreement.
- (b) At Closing, Buyer shall deliver to Seller the Purchase Price and Promissory Note pursuant to Section 2.03 above.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the Effective Date and will be true and correct as of Closing. For purposes of this Article IV, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual or constructive knowledge of any member, authorized representative, or officer of Seller, or such knowledge as could have been attained through the exercise of reasonable diligence and inquiry.

Section 4.01 Organization and Authority of Seller; Enforceability. Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Selling Company. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by Buyer) constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Seller or the Purchased Assets; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (c) result in the

creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Title to Purchased Assets. Seller owns and has good title to the Purchased Assets, free and clear of any Encumbrances

Section 4.04 Condition of Assets. The tangible personal property included in the Purchased Assets is in good condition and is adequate for the uses to which it is being put, and such tangible personal property is not in need of maintenance or repair except for ordinary, routine maintenance and repair not material in nature or cost and except as to maintenance and repairs of which the Buyers have actual knowledge.

Section 4.05 Non-foreign Status. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 4.06 Compliance with Laws. To the Seller's knowledge, Seller has complied, and is now complying, in all material respects, with all applicable federal, state, and local laws and regulations applicable to the operation of Seller's Business and ownership and use of the Purchased Assets.

Section 4.07 Legal Proceedings. To the Seller's knowledge, there is no claim, action, suit, proceeding or governmental investigation ("*Action*") of any nature pending, or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. To the Seller's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.08 No Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 4.09 Full Disclosure. No representation or warranty by Seller in this Agreement, or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V will be true and correct as of Closing. For purposes of this Article V, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual or constructive knowledge

of any member, authorized representative, or officer of Buyer, or such knowledge as could have been attained through the exercise of reasonable diligence and inquiry.

Section 5.01 Organization and Authority of Buyer; Enforceability. Buyer has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution, and delivery by Seller) constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 5.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Buyer. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.03 No Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE VI COVENANTS

Section 6.01 Public Announcements. After Closing, Buyer may make public announcements regarding the transactions contemplated hereby, without the need to obtain the prior written consent of Seller. Buyer shall not use the individual names of Selling Owner in such public announcements, unless such individual provides prior consent. Selling Owner agrees that they will not make any Disparaging (as defined below) statement under any circumstances that would be expected to become public of or regarding Buyer, or any of Buyer's respective affiliates, officers, directors, managers and employees. "Disparaging" remarks, comments or statements are those that impugn a person or entity's honesty, integrity, business acumen, or malign the quality of the person or entity's products or services or other similar negative statements in connection with the business of Buyer. If Seller violates the covenants set forth in this Section 6.01, Buyer shall be entitled to any and all rights and remedies at law or in equity for Seller's breach of this covenant. Seller's covenants under this Section 6.01 shall survive Closing.

Section 6.02 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 6.03 Further Assurances. After Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

Sales and Use Tax Clearance Certificate. Seller shall provide to Buyer within ninety (90) days from Closing a sales and use tax clearance certificate from the Department of Revenue confirming that any sales and use tax due has been paid per Wis. Stat. ch. 77.

ARTICLE VII INDEMNIFICATION

Section 7.01 Indemnification by Seller. Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, and their respective members and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses arising from or relating to:

- (a) all obligations and liabilities of Seller whether accrued, absolute, fixed, contingent, or otherwise, as of Closing not expressly assumed by Buyer pursuant to this Agreement;
- (b) any claim, liability, or damage incurred or sustained by Buyer as a result of any inaccuracy of or breach by Seller in any material respect of any of its representations, warranties or obligations, or any breach of or failure by Seller to perform in any material respect any of its covenants contained herein, or in certificates, or other documents delivered hereunder or pursuant hereto;
- (c) any claim by a third party (other than the parties hereto) arising from the use of the Purchased Assets or the operation of the Seller's Business prior to Closing;
- (d) any liability arising out of any employment benefit plan applicable to employees of Seller in existence prior to Closing, including any associated liability for funding, withdrawal, excise taxes, or penalties;
- (e) any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist, arising under federal, state, and local statutory or common law, which employees of Seller ever had or may now have against Seller or Buyer arising out of the employee's employment with Seller prior to Closing, including without limitation, any claims, demands or liabilities in connection with separation from employment with Seller; and

- (f) all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Buyer in connection with any third party action, suit, proceeding, demand, claim, assessment or judgment incident to any of the matters indemnified against in this Section 7.01.

Section 7.02 Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its affiliates and their respective members and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses arising from or relating to:

- (a) all obligations and liabilities of Seller expressly assumed by Buyer pursuant to this Agreement;
- (b) any claim, liability or damage incurred or sustained by Seller as a result of any inaccuracy of or breach by Buyer in any material respect of any of its representations and warranties, or any breach of or failure by Buyer to perform in any material respect any of its covenants contained herein, or in certificates, or other documents delivered hereunder or pursuant hereto;
- (c) any claim by a third party (other than the parties hereto) arising from the use of the Purchased Assets after Closing excluding claims by third parties for injuries or occurrences after Closing which allege an act of negligence by Seller prior to Closing such as, as an illustration, a claim for any injury suffered after Closing alleging that Seller negligently applied pest control products prior to Closing; and
- (d) all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Seller in connection with any third party action, suit, proceeding, demand, claim, assessment or judgment incident to any of the matters indemnified against in this Section 7.02.

Section 7.03 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification ("*Indemnified Party*") shall promptly provide written notice of such claim to the other party ("*Indemnifying Party*"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 7.04 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants, and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant, or agreement, except and to the extent the Seller has actual knowledge of the inaccuracy of any such representations, warranties, covenants, or agreements

Section 7.05 Right to Set-Off. Buyer may set off any amount ("Damages") to which it may be entitled under this Agreement against amounts otherwise payable under the Promissory Note provided that Buyer shall be deemed to have waived its right of setoff with respect to any such Damages suffered by Buyer unless Buyer delivers written notice (the "Notice") of such Damages to Seller within thirty (30) days after Buyer's discovery of such Damages. Such notice shall include a description in reasonable detail of the basis for the indemnification claim, a good-faith estimate of the total amount of Damages incurred or to be incurred by the Buyer Indemnitee, the name of the claimant, a copy of the demand or other evidence of the claim and any other relevant information relating to the claim. Within fifteen (15) days of Seller's receipt of the Notice, Seller shall in a writing delivered to Buyer either accept or dispute the claim disclosed in the Notice. If Seller fails to accept or dispute in writing the claim disclosed in the Notice within such fifteen (15) day period, Seller shall be deemed to have accepted such claim. Claims accepted by Seller shall be subject to Buyer's right of setoff against the Promissory Note. Claims disputed by Seller shall not be subject to Buyer's right of setoff against the Promissory Note unless and until Seller's liability for the disputed claim is determined either by the mutual agreement of Buyer and Seller or by a neutral, third-party arbitrator; provided, however, that, in the event Seller disputes any such claim, the amount of Damages alleged in good faith by Buyer to be subject to Buyer's right of setoff shall be held in escrow by a third party selected by the parties until Seller's liability for the disputed claim is determined as described above. In the event the Buyer asserts its right of setoff hereunder, no more than the amount of Damages alleged in good faith to be subject to such right of setoff shall be retained by the Buyer and the remainder of the Promissory Note shall be disbursed in accordance with the balance of this agreement. The exercise of such right of setoff by Buyer in good faith, whether or not ultimately determined to be justified, will not constitute an event of default under the Promissory Note or any instrument securing the Promissory Note. Neither the exercise of nor the failure to exercise such right of set-off will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

Section 7.06 Cumulative Remedies. The rights and remedies provided in this Article VII are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Default. If either party defaults in any of its obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than fifteen (15) days after the giving of such notice), may terminate this Agreement, and upon such date,

unless the default so specified has been cured, this Agreement shall automatically terminate without further action of the parties.

Section 8.02 Buyer's Due Diligence Period. Buyer shall have until the day before Closing (the "*Due Diligence Period*") to conduct such investigations and inspections as Buyer deems necessary, at Buyer's expense, in order to proceed with the transactions contemplated by this Agreement. During the Due Diligence Period, Buyer may contact the customers identified on the Customer List to verify records. Notwithstanding any other provision of this Agreement, at any time prior to the end of the Due Diligence Period, Buyer may terminate this Agreement at Buyer's sole and absolute discretion without liability to Seller by providing written notice thereof to Seller ("*Cancellation Notice*") that Buyer's due diligence has not been satisfied. In the event Buyer serves a Cancellation Notice on Seller, this Agreement shall be deemed terminated.

Section 8.03 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) when emailed; or (d) on the third day after the date mailed, by certified or registered mail, return-receipt requested, postage pre-paid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.04):

If to Seller:

Oscar Wientjes
1971 N Riverwalk Way
Milwaukee, WI 53212

Copy to

Law Offices of Inna Pullin, LLC
7177 N. Port Washington Rd. Suite 210
Milwaukee, WI 53217

If to Buyer:

Megan Lamovec
6002 Municipal Street
Weston, WI 54476

Copy To:

Weld Riley, S.C.
Attn: Atty. John B. Wagman
3624 Oakwood Hills Pkwy
Eau Claire, WI 54702

Section 8.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.06 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.07 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.09 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section 8.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.12 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin located in Marathon County, and each

party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 8.13 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.14 Transactions After Closing. From time to time at the request of either party, the other party shall execute and deliver such further instruments of assignment, conveyance, or transfer and take such action as may reasonably be requested to evidence the assignment, conveyance, transfer, and other transactions herein provided for to carry out this Agreement. Specifically, the parties agree to:

(a) **Patent.** Upon perfection of the Patent Interests, Seller shall execute and deliver any instruments of assignment, conveyance, or transfer of the Patent Interests to Buyer.

(b) **Other Documents.** sign any and all documents imposed by federal, state, or local law, rule, or ordinances necessary to authorize and validate this sale and the transactions provided for in this Agreement.

Section 8.15 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.16 Counter-parts. This Agreement may be executed in counter-parts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

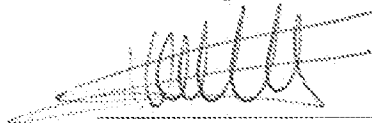
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below (the latest of which shall be the "*Effective Date*" of this Agreement).

SELLER



Oscar Wientjes



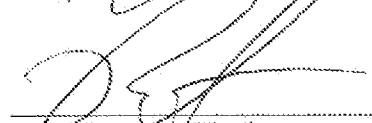
Severine Zaslavski

BUYER

GREEN GLASS COMPANY, LLC



Megan Lamovee, Member



Robert Lamovee, Member

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

NEWID, INC.

BUYER
GREEN GLASS COMPANY, LLC

Oscar Wientjes, Shareholder

Megan Lamovec, Member

Severine Zaslavski, Shareholder

Robert Lamovec, Member

Signature Page

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EXHIBIT A

The attached list of equipment, machines, and hardware shall be included in the Purchased Assets as defined in Section 2.1 of this Agreement.

EXHIBIT B

The attached list of personal property, hardware and other assets shall be included in the Purchased Assets as defined in Section 2.1 of this Agreement

EXHIBIT C

The attached inventory list consisting of Bottle Stock Inventory 2019 shall be included in the Purchased Assets as defined in Section 2.1 of this Agreement.

EXHIBIT D

The attached inventory list consisting of Inventory Worksheet - April 2019 shall be included in the Purchased Assets as defined in Section 2.1 of this Agreement.

EXHIBIT E

Form -- Promissory Note

[Attached.]

PROMISSORY NOTE

\$40,000.00

DATE: October 8, 2019

MAKER: Green Glass Company, LLC, Megan Lamovec, and Robert Lamovec

PAYEE: NewID, Inc.

FOR VALUE RECEIVED, the undersigned Green Glass Company, LLC, Megan Lamovec, and Robert Lamovec, jointly and severally, ("collectively, *Maker*") promise to pay NewID, Inc. (the "*Payee*") the principal sum of **Forty Thousand and 00/100ths Dollars (\$40,000.00)** (the "*Principal Amount*") together with interest on the unpaid balance from the date of this Purchase Price Promissory Note (this "*Note*") at the rate of 6% per annum until this Note is paid in full. Interest shall be computed annually based on a 360-day year and shall be paid in arrears. The following terms shall apply to this Note:

1. Principal and Interest Payments. Maker shall repay the entire outstanding Principal Amount as well as all accrued interest in four (4) annual payments due by the first (1st) day of October each year commencing October 1, 2020 as follows: (i) equal principal payments of \$10,000.00 plus accrued interest. The entire amount of the unpaid Principal Amount as well as all accrued and unpaid interest and all other sums due under this Note that remain unpaid shall be repaid by October 1, 2023, which is the final and absolute due date of this Note. Payments shall be made to Payee at 1971 N Riverwalk Way, Milwaukee, WI 53212, or such other location as Payee shall designate by written notice to Maker.
2. Maker's Right to Prepay. This Note may be prepaid in whole or part without premium, penalty, or notice at any time. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the outstanding Principal Amount is paid in full.
3. Purchase Agreement. This Note is delivered pursuant to that certain Asset Purchase Agreement dated October 8, 2019, as amended, between Maker and Payee (the "*Purchase Agreement*"), and subject to the terms thereof. This Note is subject to Section 6.04 of the Purchase Agreement, which provides that the amounts due under this Note shall not be due and payable, and are expressly forfeited by Payee, if Seller fails to deliver a sales and use tax clearance certificate from the Wisconsin Department of Revenue confirming that any sales and use tax due has been paid.
4. Renewal or Extension. Payee may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Maker.
5. Application of Payments. Payments shall be applied first to accrued and unpaid interest, second to any unpaid late charges due hereon and attorneys' fees and costs incurred by Payee in connection with a default hereunder and the remainder, if any, to the outstanding Principal Amount.
6. Default. If Maker fails to pay any installment payable hereunder within **15 days** of the payment due date or if any other default is not cured within **15 days** after notice of

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default is given to Maker, Payee may, at its option and without further notice, accelerate the amount due under this Note and declare it immediately due and payable. Any failure by Payee to exercise this option shall not constitute a waiver of the right to exercise it at any subsequent time. If any installment payable hereunder is delinquent more than 15 days, Maker shall pay an additional late charge to Payee of 5% of the delinquent amount. Maker shall pay all costs and expenses, including reasonable attorney fees, expert or other witness fees, and costs, of collection and enforcement of any security for the Note, unless prohibited by law.

7. Bankruptcy. In the event Maker shall commit an act of bankruptcy under the United States Bankruptcy Code or file or have filed against Maker, voluntarily or involuntarily, a petition in bankruptcy or for reorganization or for the adoption of an arrangement or plan under the United States Bankruptcy Code or initiate or have initiated against Maker, voluntarily or involuntarily, any act, process or proceeding under any insolvency law or any other statute or law providing for the relief of debtors, then, in such event, Maker shall provide notice of the same to Payee within 15 days. Payee may, at Payee's option, by notice in writing to Maker, declare the outstanding Principal Amount then remaining unpaid on this Note to be immediately due and payable, and the same shall thereupon be immediately due and payable, together with interest accrued, without further notice or demand.
8. Commercial Purposes. Maker acknowledges and warrants that (a) the indebtedness evidenced by this Note is incurred for the purpose of acquiring or carrying on a business or commercial enterprise; (b) all proceeds arising from the indebtedness will be used solely in connection with such business or commercial enterprise; (c) the proceeds of such indebtedness will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors at the Federal Reserve System; and (d) the loan evidenced by this Note is not a "consumer transaction" as defined in the Wisconsin Uniform Commercial Code.
9. Subsequent Holders. In the event that any holder of this Note transfers this Note for value, Maker agrees that except with respect to subsequent holders with actual knowledge of a claim or defense, no subsequent holder of this Note shall be subject to any claims or defenses which Maker may have against a prior holder (which claims or defenses are not waived as to prior holders), all of which are waived as to the subsequent holder, and that all such subsequent holders shall have all of the rights of a holder in due course with respect to Maker even though the subsequent holder may not qualify, under applicable law, absent this paragraph, as a holder in due course.
10. Invalidity of Any Part. If any provision or part of any provision of this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or any remaining part of any provision) of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained in this Note, but only to the extent of its invalidity, illegality or unenforceability. In any event, if any such provision pertains to the repayment of the indebtedness evidenced by this Note, then and in such event, at Payee's option, the outstanding Principal Amount, together with all accrued and unpaid interest thereon, shall become immediately due and payable.

11. Maker waives presentment, protest, notice of dishonor, lack of diligence in collection or enforcement hereof, and expressly consents to any extension of time, or any forbearance whatsoever.
12. Controlling Law; Venue. This Note shall be governed under, and construed pursuant to, the laws of the State of Wisconsin and the venue of any actions or suits involving this Note shall be in the Circuit Court for Marathon County, Wisconsin.
13. Time is of the Essence. Time is of the essence under this Note.

IN WITNESS WHEREOF, the undersigned executed and delivered this Note to be effective as of the day and year first above written.

NEWID, INC.

GREEN GLASS COMPANY, LLC

By: Megan Lamovec
Megan Lamovec, shareholder

By: Megan Lamovec
Megan Lamovec, Member

By: Robert Lamovec
Robert Lamovec, shareholder

By: Robert Lamovec
Robert Lamovec, Member

EXHIBIT F

Form- Assignment of United States Patent No. 7318329

[Attached.]

EXHIBIT G

Form -- Covenant Not to Compete

[Attached.]

COVENANT NOT TO COMPETE AND NON-SOLICITATION AGREEMENT

THIS COVENANT NOT TO COMPETE AND NON-SOLICITATION AGREEMENT (this "*Agreement*") is by and between Oscar Wientjes and Severine Zaslavski (collectively, "*Selling Owners*") and The Green Glass Company ("*Selling Company*," and together with Selling Owner, "*Seller*") and Green Glass Company, LLS ("*Buyer*").

RECITALS

WHEREAS, contemporaneous with this Agreement Buyer and Seller are closing on that certain Asset Purchase Agreement dated October 8, 2019 for Seller to sell to Buyer certain assets related to Seller's The Green Glass Company glass manufacturing and sales business (the "*Purchase Agreement*"); and

WHEREAS, as a material inducement for Buyer to enter into the Purchase Agreement and in consideration of Buyer's contemplated purchases thereunder, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the Purchase Agreement between Buyer and Seller, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Covenant Not to Compete.** For a period of five (5) years after the Effective Date, Seller will not, directly or indirectly, invest in or engage any person or entity that is In Competition directly or indirectly with Buyer, nor will Seller render services to or contract with such a competitor, without Buyer's prior written consent. Seller further agrees that for a period of five (5) years after the Effective Date, Seller will not, directly or indirectly, either for itself/himself/herself or through any kind of ownership as a director, agent, associate, or consultant for any other person, firm, or corporation, (a) sell to or render services to; (b) own, manage, operate, control or participate in the ownership, management, operation or control of; (c) be connected as an officer, employee, partner, consultant, agent or otherwise with; (d) have any financial or other interest in or relationship with; or (e) otherwise engage in any business that is In Competition with the business of Buyer. The term "*In Competition*" means engaging in the sales or manufacture of glass products and drinking glasses. This Section 1 shall apply to the provision of services or businesses In Competition with the business of Buyer within the United States of America and North America. It is expressly agreed and understood that the remedy at law for breach of this Agreement is inadequate and that injunctive relief shall be available to prevent the breach thereof.

2. **Non-Interference with Buyer's Customers.** For a period of five (5) years after the Effective Date:

- a. Seller shall not knowingly solicit, induce, or otherwise cause, or knowingly attempt to solicit, or otherwise cause, any Customer or Customer referral source to terminate, curtail, or otherwise reduce its relationship with Buyer;

- b. Seller shall not interfere in any other way with the relationship between Buyer and any of its Customers or Customer referral sources; and
- c. Seller shall not interfere in any other way with the relationship between Buyer and any of its vendors or vendor referral sources.

The term "**Customer**" shall be limited to those persons or entities that have been customers or potential customers of Buyer with whom Seller has serviced or otherwise contacted either in person, email, social media, or by phone at any time within one (1) year prior to the Effective Date.

3. **Invalid Provisions / Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions, and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

4. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to on-going sales activities. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by both parties.

5. **Miscellaneous Provisions.**

- a. In the event Seller breached the terms of this Agreement, any and all amounts due by Buyer under the Promissory Note shall be expressly forfeited by Seller and Buyer shall have no obligation to make any payment (interest or principal) under the Promissory Note
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the venue of any actions or suits involving this Agreement shall be in the Circuit Court for Marathon County, Wisconsin.
- c. The prevailing party in any legal action to enforce this Agreement shall be entitled to an award of expenses and costs, including reasonable attorneys' fees, against the non-prevailing party.

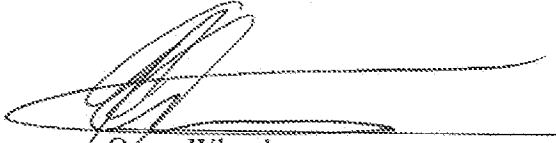
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below (the latest of which shall be the "*Effective Date*" of this Agreement).

SELLER

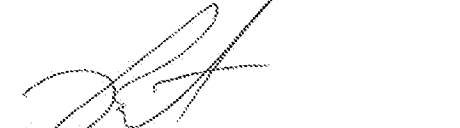
BUYER

GREEN GLASS COMPANY, LLC


Oscar Wientjes


Megan Lamovec, Member

Severine Zaslavski


Robert Lamovec, Member