

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6359269

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BOTTOM OF THE CUP, LLC	02/26/2018
RECEIVING PARTY DATA		
Name:	SAJARK LLC	
Street Address:	3545 AIRWAY DR.	
Internal Address:	SUITE 103	
City:	RENO	
State/Country:	NEVADA	
Postal Code:	89511	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8932148
	Patent Number:	9233280
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:	2129408712	
Email:	david.schalk@katten.com	
Correspondent Name:	DAVID SCHALK	
Address Line 1:	575 MADISON AVENUE	
Address Line 2:	KATTEN MUCHIN ROSENMAN LLP	
Address Line 4:	NEW YORK, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	390329-00001	
NAME OF SUBMITTER:	DAVID SCHALK	
SIGNATURE:	/David Schalk/	
DATE SIGNED:	10/20/2020	
Total Attachments: 40		
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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”), effective this 26th day of February, 2018 (“**Effective Date**”), is entered into by and among Bottom of the Cup, LLC, a Nevada limited liability company (“**Seller**”), William L. Presse IV, M. Scott Sulprizio, Kurt Seefeld, Robert A. Bittman and Hatcher Presse and Associates Pty Ltd. (“**Owners**” and together with Seller, the “**Selling Parties**”) and Sajark LLC, an Oregon limited liability company (“**Buyer**”).

RECITALS

- A. Seller is engaged in the business of producing, marketing, selling and distributing golf putters (the “**Business**”) under the following patents: Elliptical Golf Club Grip, Patent No. US 8,932,148; and Self-Balancing Putter, Patent No. US 9,233,280 (the “**Patents**”);
- B. As of the date hereof, William L. Presse IV (“**Presse**”) owns 34% of the equity interests of Seller (the “**Presse Equity**”);
- C. Pursuant to a Redemption and Assignment Agreement, by and between Seller and Presse, in substantially the form attached hereto as Exhibit A (the “**Redemption Agreement**”), prior to the consummation of the transactions contemplated herein, Seller shall purchase from Presse, and Presse shall sell to Seller (the “**Redemption**”), all of the Presse Equity in exchange for a 34% interest in all of Seller’s assets (the “**Presse Assets**”) and all liabilities associated with such Presse Assets;
- D. Pursuant to an Asset Contribution Agreement, by and between Presse and Buyer, in substantially the form attached hereto as Exhibit B (the “**Contribution Agreement**”), immediately following the consummation of the Redemption and immediately prior to the consummation of the transactions contemplated herein, Presse shall contribute to Buyer, and Buyer shall purchase from Presse, all of the Presse Assets listed on Schedule A thereto in exchange for common units representing 34% of the common equity interests of Buyer (as more fully described in the Contribution Agreement) (the “**Presse Contribution**”);
- E. Upon the closing of the Redemption Agreement and Contribution Agreement, on the Closing Date (as defined below), Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the remaining 66% interest in all of Seller’s assets listed on Schedule A (the “**Purchased Assets**” and, together with the Presse Assets, the “**Assets**”), as more fully described herein;
- F. Upon the consummation of this Agreement and the Contribution Agreement, Buyer will own 100% of the Assets; and
- G. The Presse Equity to be redeemed by Seller pursuant to the Redemption Agreement and the remaining 66% of the outstanding equity interests of Seller held by the Owners constitute 100% of the equity interests of Seller.

AGREEMENT

NOW, THEREFORE, and in consideration of the recitals (which are incorporated herein by this reference), and the representations, warranties and covenants and other good and valuable consideration, the receipt and sufficiency of which being acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. CLOSING; PURCHASE AND SALE.

A. The closing (the “**Closing**”) of the transactions contemplated in this Agreement will occur at 8:00 a.m., central time, on the date that is no less than one (1) business day, and no more than five (5) business days, after the date on which the last of the conditions to closing set forth in Section 12 has been satisfied or waived, at the offices of Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, IL 60661, or at such other time or on such other date or at such other place as Seller and Buyer may agree upon in writing (the day on which the Closing takes place being the “**Closing Date**”). At the Closing, in reliance on the representations, warranties, covenants and agreements of the parties, and on the terms and subject to the conditions set forth herein, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, the Purchased Assets, in each case, free and clear of all Encumbrances (as defined below). Buyer shall not purchase any assets of Seller other than the Purchased Assets. For the avoidance of doubt, the Purchased Assets do not include the Presse Assets (which shall be separately contributed to Buyer pursuant to the Contribution Agreement).

B. Except as otherwise set forth herein, Buyer is not assuming any liabilities of Seller, nor is Buyer assuming any obligation to offer employment to, or employ, any of Seller’s employees or independent contractors on or after Closing.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES. Each of the Selling Parties, jointly and severally, represents and warrants to Buyer as of the date hereof, and as of the Closing Date, as follows:

A. Organization, Standing and Power. Seller is a limited liability company duly organized, validly existing and is duly licensed or qualified to do business and is in good standing in Nevada and each other jurisdiction in which the properties owned or leased by it or the operation of the Business makes such licensing or qualification necessary. Seller has all requisite power and authority to own, lease and operate the Purchased Assets and to carry on the Business as now

being conducted in the manner that, and in the places in which, the Business is now being conducted. Seller has the full power and authority and legal capacity to enter into and deliver this Agreement, sell the Purchased Assets to Buyer and perform all other acts necessary or appropriate to consummate all of the transactions contemplated hereby.

B. Capitalization. The Owners are the sole members and equity interest owners of Seller, and no other Person has any right or option to acquire any equity interests of Seller, and the Owners own all of the equity interests of Seller free and clear of any of the following (hereinafter collectively referred to as “**Encumbrances**”): security interests, liens, pledges, claims, charges, escrows, encumbrances, options, rights of first refusal, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral, encumbering title in any way.

C. Ownership of Assets and Related Matters.

- i. Seller has good and marketable title to all of the Assets, and, upon the consummation of the Redemption Agreement, Presse shall have good and marketable title to all of the Presse Assets. When delivered to Buyer, the Assets will be free and clear of any Encumbrances.
- ii. The Assets (y) are not subject to any condition that interferes with the economic value or use thereof and constitute all of the assets, tangible and intangible, necessary to run the Business in the ordinary course, including, without limitation, the manufacturing of golf putters, and (z) are in good operating condition and repair (normal wear and tear expected).
- iii. None of the Assets are in the possession of, or are owned by, in whole or in part, any third party, including, without limitation, any manufacturing dies used in connection with the Business, except for the “UEM Controlled Assets” (as hereinafter defined), control of which will be conveyed to Buyer at Closing. The “**UEM Controlled Assets**” consist of those assets listed under “UEM Controlled Assets” on Schedule A in the possession of United Engine and Machine Company, Inc. (“**UEM**”).
- iv. Except for sales of inventory in the ordinary course of business, and the rights of Buyer hereunder, there are no outstanding options, warrants or rights to purchase or acquire any interest whatsoever in any of the Assets, and there are no contracts, commitments, agreements, understandings, arrangements or restrictions relating to the ownership or operation of any of the Assets.

D. Intellectual Property. Schedule A contains a complete and correct list of all Proprietary Rights (as defined below) owned or used by any of the Selling Parties in connection with the operation of the Business (the “**Seller Proprietary Rights**”), including, without limitation, all trade or corporate names used by any of the Selling Parties and all licenses and other rights granted by any of the Selling Parties to any third party with respect to Seller Proprietary Rights and licenses and other rights granted by any third party to any of the Selling Parties with respect to Seller Proprietary Rights. The Selling Parties own, free and clear of all Encumbrances, or have a valid license to use, all of the Proprietary Rights necessary for the operation of the Business as presently conducted. To the knowledge of the Selling Parties, no claim by any third party contesting the validity, enforceability, use or ownership of any Seller Proprietary Rights has been

made, is currently outstanding or threatened, and there is no reasonable basis for any such claim. None of the Selling Parties nor any registered agent of any of the Selling Parties has received any notices of, or is aware of any reasonable basis for an allegation of, any infringement or misappropriation by, or conflict with, any third party with respect to such Seller Proprietary Rights, nor has any of the Selling Parties, or any registered agent of any of the Selling Parties received any notices of claims of infringement or misappropriation of or other conflict with any Proprietary Rights of any third party, and none of the Selling Parties has infringed, misappropriated or otherwise violated any Proprietary Rights of any third parties, nor is aware of any infringement, misappropriation or conflict which will occur as a result of the continued operation of the Business as presently conducted or as currently proposed to be conducted. **“Proprietary Rights”** means all (i) patents, patent applications, patent disclosures and inventions and all documentation, work product (partial and complete) with respect thereto; (ii) trademarks, service marks, trade dress, trade names, domain names and websites, all documentation, specifications, manuals, user guides, internal notes, plans, diagrams and memos, technical documentation, layouts, schematics, engineering and design drawings, flow-charts, source language statements, demo disks, benchmark test results, IP addresses and corporate names and registration and applications for registration thereof; (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof; (iv) mask works and registrations and applications for registration thereof; (v) computer software, data, databases and documentation; (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice)), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and advertiser and subscriber lists and information; (vii) other intellectual property rights; and (viii) copies and tangible embodiments thereof (in whatever form or medium).

E. Authorization; No Conflicts. This Agreement, the other Transaction Documents (as defined below) and all other writings relating hereto to be executed and delivered by the Selling Parties have been duly authorized by all necessary action and constitute the valid and binding obligations of the Selling Parties, enforceable in accordance with their respective terms. The individuals executing this Agreement, the other Transaction Documents and all other documents executed in connection herewith individually and on behalf of Seller have been duly authorized and have the legal capacity to execute all of such documents in such capacities. Neither the execution and delivery hereof nor any writing relating hereto nor the consummation by any of the Selling Parties of the transactions contemplated hereby or thereby, nor compliance with any of the provisions hereof or thereof, will (i) result in the creation or imposition of any Encumbrance upon any of the Assets; (ii) violate or conflict with, or result in any breach of any term, condition or provision of, the organizational documents of Seller, (iii) violate, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under, or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under any contract, agreement, license or permit, approval or other commitment or instrument, or any law, rule or regulation to which any Selling Party is a party or by which any Selling Party or the Business is bound.

F. Litigation and Claims. There are no personal injury, product liability, infringement, misappropriation or other actions, suits, claims, investigations or legal or administrative or

arbitration proceedings of any nature pending against or, to Seller's knowledge, otherwise involving any of the Selling Parties, the Assets, the Business or Seller's products, whether at law or in equity, or before or by any foreign, federal, state, municipal or other governmental or quasi-governmental instrumentality.

G. Brokers and Finders. None of the Selling Parties, nor any agent, representative or employee thereof, has employed any broker or finder or incurred any liability for any financial advisory fees, brokerage fees, commissions or finders' fees in connection with this Agreement and the transactions contemplated hereby.

4. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as of the date hereof, and as of the Closing Date, as follows:

A. Organization, Standing and Power. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oregon. Buyer has all requisite power and authority to own, lease and operate and carry on its business as now being conducted in the manner that, and in the places in which, the business is now being conducted. Buyer has the full power and authority and legal capacity to enter into and deliver this Agreement, buy the Purchased Assets and perform all other acts necessary or appropriate to consummate all of the transactions contemplated hereby.

B. Authorization. This Agreement and all writings relating hereto to be executed and delivered by Buyer have been duly authorized by all necessary action and constitute the valid and binding obligations of Buyer, enforceable in accordance with their respective terms. The individuals executing this Agreement and the other documents executed in connection herewith individually and on behalf of Buyer have been duly authorized and have the legal capacity to execute all of such documents in such capacities. Neither the execution and delivery hereof nor any writing relating hereto nor the consummation by Buyer of the transactions contemplated hereby or thereby, nor compliance with any of the provisions hereof or thereof, will conflict with any the terms and/or conditions of any agreement, instrument or any law, rule or regulation to which Buyer is a party or by which Buyer's assets may be bound or affected, or result in the creation of any Encumbrance against or upon any of Buyer's assets.

C. Brokers and Finders. Neither Buyer, nor any agent, representative or employee thereof, has employed any broker or finder or incurred any liability for any financial advisory fees, brokerage fees, commissions or finders' fees in connection with this Agreement and the transactions contemplated hereby.

5. CLOSING TRANSACTIONS. At the Closing:

A. Selling Party Deliveries. The Selling Parties shall deliver or cause to be delivered to Buyer (i) a fully executed Redemption Agreement, (ii) a fully executed Contribution Agreement, (iii) a fully executed Promissory Note, (iii) such bills of sale, assignments and other instruments of transfer, in such form as are reasonably satisfactory to Buyer, as shall be sufficient to vest in Buyer good and marketable title to the Purchased Assets, free and clear of all Encumbrances, including an assignment of interest in the Patents, in form and substance reasonably acceptable to Buyer, whereby Seller will assign to Buyer the right, title and interest in and to the Patents, (iv) a release and waiver agreement from all the Selling Parties in such form as is reasonably

satisfactory to Buyer, and a mutual release and waiver agreement between the Owners (other than Presse) and Seller, on the one hand, and from Presse and Don Heacock on the other hand (such release and waiver agreements, together with the Redemption Agreement, Contribution Agreement, Promissory Note, bills of sales, assignments and other instruments executed and delivered to Buyer by Selling Parties in connection with the Closing, the “**Transaction Documents**”); and (v) all consents, waivers and releases necessary, required or appropriate to consummate the transactions contemplated hereby, including any releases of any Encumbrances.

B. Buyer Deliveries. Buyer shall deliver to Seller (i) a fully executed Promissory Note and (ii) the Closing Payment by wire transfer of immediately available funds to the accounts set forth on Schedule B pursuant to Section 2.A.


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[REDACTED]

[REDACTED]

[REDACTED]



7. CONDUCT OF BUSINESS PRIOR TO CLOSING. From the date hereof and continuing until the Closing (or earlier termination of this Agreement), except as expressly required by this Agreement, the Selling Parties shall fully cooperate with Buyer to (i) carry on the Business in the ordinary course of business; (ii) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of Seller; and (iii) use commercially reasonable efforts to preserve the rights, franchises, goodwill and relationships of its employees, customers, clients, lenders, regulators and others having business relationships with Seller. From the date hereof and continuing until the Closing (or earlier termination of this Agreement), the Owners shall ensure that the Selling Parties shall not, without the prior written consent of Buyer, directly or indirectly:

- A. (i) amend or agree to amend the organizational documents of Seller, or (ii) merge with or into or consolidate with, or agree to merge with or into or consolidate with, any other Person;
- B. sell or transfer, or grant to any party any interest in the Assets (except for the sale of finished putters in the ordinary course of business), or create or permit another party to place any Encumbrance upon any of the Assets.
- C. preserve and maintain all permits, licenses or certificates required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- D. fail to maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- E. (i) enter into, amend, modify, terminate (partially or completely), grant any waiver under or give any consent with respect to, any Seller contract or (ii) grant any powers of attorney;
- F. take or fail to take any action that (with or without notice or lapse of time or both) would constitute a violation or breach of, or default under, or which would give rise to any right of modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under, any Seller contract;
- G. grant to any employee of Seller any increase in salary, compensation, or wage increase, increase in fringe benefits or other benefits, increase in severance or termination pay or make any additional awards of any equity securities of Seller or related incentive items or (ii) hire any employee or other service provider or terminate the employment of any Person;

H. commence, settle or compromise any legal action or dispute involving or against Seller if such commencement, settlement or compromise would reasonably be expected to impose restrictions or changes on the business or operations of Buyer;

I. Take any action that may harm the reputation or goodwill of the Business, or otherwise take any action prior to the Closing that would be prohibited under Section 10.E if it occurred after the Closing; or

J. authorize, resolve, commit or agree (by contract or otherwise) to do any of the foregoing.

8. ACCESS TO INFORMATION; DILIGENCE. From the date hereof until the Closing (or earlier termination of this Agreement), upon twenty-four (24) hours notice by Buyer, Seller shall (a) afford Buyer and its representatives full and free access to and the right to inspect all of the real property, properties, assets (including any lists thereof), premises, books and records, licenses, contracts, detailed inventory lists, customer information, insurance information, CAD drawings, patent information, leases, and other documents and data related to the Business that is reasonably requested by Buyer; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to the Business as Buyer or any of its representatives may reasonably request; and (c) instruct the representatives and employees of Seller to cooperate with Buyer in its investigation of the Business. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement. In addition, upon the reasonable request of Buyer, Seller shall make available certain of its representatives and employees as requested by Buyer to provide up to fifteen (15) hours of instruction to Buyer on matters relating to the operation of the Business.

9. NO SOLICIATION OF OTHER BIDS. From the date of this Agreement until the Closing (or earlier termination of this Agreement):

A. The Selling Parties shall not, and shall not authorize or permit any of their Affiliates or any of their respective representatives to, directly or indirectly (i) agree to, approve, recommend, entertain, encourage, solicit or initiate inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any contracts or other instruments (whether or not binding) regarding an Acquisition Proposal. The Selling Parties shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their representatives to immediately cease and cause to be terminated, all existing activities, discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than the Buyer or any of its Affiliates) concerning (A) a merger, consolidation, liquidation or other business combination transaction involving Seller, (B) the issuance, sale or other disposition or acquisition of any equity securities (or options, rights or warrants to purchase or securities convertible into, such equity securities) of Seller, (C) the sale, lease, licensing, exchange or other disposition, directly or indirectly, of any material portion of, interest in, or right to use, the Assets, or (D) any other liquidation, dissolution, or other similar type of transaction with respect to Seller.

B. In addition to the other obligations under this Section 9.B, the Selling Parties shall promptly (and in any event within forty-eight (48) hours after receipt thereof by any Selling Party or their representatives) advise Buyer in writing of any Acquisition Proposal, any request for

C. The Selling Parties agree that the rights and remedies for noncompliance with this Section 9 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. CONDITIONS TO CLOSING.

A. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment (or Buyer's waiver), at or prior to Closing, of each of the following conditions:

(i) The representations and warranties of the applicable Selling Party or Selling Parties contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(ii) The Selling Parties shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed by the Selling Parties prior to the Closing.

(iii) The Selling Parties shall have delivered to Buyer a certificate executed by a duly authorized officer of Seller, dated as of the Closing Date, to the effect that the conditions set forth in Section 12.A(i) and Section 12.A(ii) have been satisfied.

(iv) The Selling Parties shall have delivered to Buyer the Transaction Documents executed by them as set forth in Section 5.A.

(v) Buyer shall have completed its due diligence investigation of Seller on the date that is thirty (30) calendar days from the date hereof (the "**Due Diligence Date**") and shall, in its sole discretion, be satisfied with the results of such due diligence investigation. Notwithstanding anything to the contrary above, the Due Diligence Date may be extended on a day to day basis, in Buyer's sole discretion, to the extent Seller (A) fails to deliver or provide access to Buyer any of the diligence items reasonably requested by Buyer in accordance with **Section 8** within twenty-four (24) hours of such request, or (B) on or before the 5th business day after the Effective Date, fails to complete Schedule A hereto to the satisfaction of Buyer.

(vi) The Selling Parties shall have obtained any third-party consents necessary to consummate the transactions contemplated hereby;

(vii) The Selling Parties shall have delivered to Buyer an assignment (the "**UEM Assignment**"), executed by Seller and UEM on the Closing Date, that assigns to Buyer all of UEM's rights to any UEM Controlled Assets, and the UEM Controlled Assets shall have been delivered to, and in the possession of, Buyer on the Closing Date.

(viii) No adverse material affect shall have occurred with respect to the Business.

B. The obligations of the Selling Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment (or such Selling Parties' waiver), at or prior to Closing, of each of the following conditions:

(i) The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

- (ii) The Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed by Buyer prior to the Closing.

13. SURVIVAL; INDEMNIFICATION.

A. The representations and warranties of the Selling Parties set forth in this Agreement shall survive the Closing for the Distribution Period; provided that any claims asserted in good faith and in writing by a Buyer Party (as defined below) to the Selling Parties prior to the expiration date of the survival period shall not thereafter be barred by the expiration of the representations and warranties and such claims shall survive until finally resolved. From and after the Closing, each Selling Party, jointly and severally, agrees to indemnify, defend and save Buyer and its officers, directors, employees and agents (each, a **"Buyer Party"**), forever harmless from and against, and to promptly pay to a Buyer Party or reimburse a Buyer Party for, any and all liabilities (whether absolute or contingent, direct or indirect, fixed or unfixed, liquidated or unliquidated, or otherwise), obligations, deficiencies, demands, claims, suits, actions, or causes of action, assessments, losses, costs, expenses, interest, fines, penalties, actual or punitive damages or costs or expenses of any and all investigations, proceedings, judgments, environmental analyses, remediations, settlements and compromises (including reasonable fees and expenses of attorneys, accountants and other experts) (individually and collectively, the **"Losses"**) sustained or incurred by any Buyer Party arising out of or relating to any of the following:

- (i) any breach of any representation or warranty made herein by any Selling Party, or non-compliance with or breach by any Selling Party of any of the covenants contained in this Agreement to be performed by any Selling Party or any of his, her or its Affiliates;
- (ii) any liabilities, obligations or taxes of any of the Selling Parties, arising prior to, at or following the Closing;
- (iii) any Losses relating to, resulting from or arising out of Seller's failure to transfer to Buyer good and marketable title to the Purchased Assets free and clear of any Encumbrances; or
- (iv) any claim for payment of fees and/or expenses as a broker or finder in connection with the origin, negotiation, execution or consummation of the transactions contemplated by this Agreement based upon an alleged agreement between claimant and any of the Selling Parties or any of their Affiliates.

Notwithstanding anything in this Agreement to the contrary, the Selling Parties other than Presse shall not be required to indemnify Buyer for any Losses arising due to a lien that may exist on the Presse Equity that is held by a party other than the Selling Parties other than Presse.

B. The representations and warranties of Buyer set forth in this Agreement shall survive the Closing for the Distribution Period; provided that any claims asserted in good faith and in writing by a Seller Indemnified Party (as defined below) to Buyer prior to the expiration date of the survival period shall not thereafter be barred by the expiration of the representations and warranties and such claims shall survive until finally resolved. From and after the Closing, Buyer agrees to indemnify, defend and save the Selling Parties and their respective officers, directors, employees and agents (each, a **"Seller Indemnified Party"**), forever harmless from and against,

and to promptly pay to a Seller Indemnified Party or reimburse a Seller Indemnified Party for, any Losses sustained or incurred by any Seller Indemnified Party arising out of or relating to any of the following:

- (i) any breach of any representation or warranty made herein by Buyer, or non-compliance with or breach by Buyer of any of the covenants contained in this Agreement to be performed by Buyer or any of its Affiliates; or
- (ii) any claim for payment of fees and/or expenses as a broker or finder in connection with the origin, negotiation, execution or consummation of the transactions contemplated by this Agreement based upon an alleged agreement between claimant and Buyer or any of its Affiliates.

14. RIGHT OF SET-OFF. Without limiting any other right or remedy of any Buyer Party with respect thereto, if at any time, any Losses occur (including, without limitation, Losses relating to a breach of the restrictive covenants set forth in Section 10), Buyer shall have the right, at its sole discretion, to (i) set-off the amount of any Selling Party under this Agreement or other Transaction Document and/or (ii) cease payment of any amounts then or thereafter due and owing to any Seller Party under this Agreement or other Transaction Document until such Losses are recovered and/or the act or omission giving rise to such Loss has been cured (in Buyer's sole discretion).

15. TERMINATION. This Agreement may be terminated at any time prior to the Closing:

- A. by mutual written consent of the Selling Parties and Buyer;
- B. by either Buyer or the Selling Parties, by written notice to the other party if:
 - (i) the terminating party is not then in material breach of any provision of this Agreement and there has been a breach or inaccuracy in any representation or warranty, or failure to perform any covenant or agreement made by the other party pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 12.A or Section 12.B, as applicable, and such breach, inaccuracy or failure has not been cured by the applicable party within ten (10) calendar days of such party's receipt of written notice of such breach from the terminating party; or
 - (ii) any of the conditions set forth in Section 12.A or Section 12.B, as applicable, shall not have been fulfilled by the date that is five (5) days after the Due Diligence Date (as such Due Diligence Date may be extended in accordance with Section 12.A(v)), unless such failure shall be due to the failure of the terminating party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

16. EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with Section 15, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- A. as set forth in this Section 16, Section 10.A and Section 17; and

B. that nothing herein shall relieve any party hereto from liability for any breach of any provision hereof.

17. MISCELLANEOUS.

A. Efforts to Close. From the date hereof until the Closing (or earlier termination of this Agreement), each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Section 12, subject to Buyer's right in its sole discretion to determine it is dissatisfied with the outcome of its diligence under Section 12.A(v).

B. Parties in Interest; Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective executors, successors and assigns. Notwithstanding the foregoing, both parties hereto are prohibited from assigning their respective interests hereunder, by operation of law or otherwise, without the express written consent of the other party hereto; provided, that, Buyer may assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of any Selling Party to (a) any Affiliate of Buyer, or (b) any entity controlled or owned by any combination of Arthur Hahn, Sam Hahn and Noah Hahn and/or any of their respective Affiliates. "**Affiliate**" of any particular Person, for purposes of this Agreement, shall mean any other Person controlling, controlled by or under common control with such particular Person. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

C. Entire Agreement; Amendments. This Agreement, the schedules and exhibits attached hereto, the other Transaction Documents and the other writings referred to herein or delivered in connection herewith contain the entire understanding of the parties with respect to its subject matter, and supersedes all prior understandings and agreements. This Agreement may be amended only by a written instrument duly executed by the parties. Any reference herein to this Agreement shall be deemed to include the schedules and exhibits attached hereto. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

D. Headings. The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

E. Notices. All notices, claims, certificates, requests, demands and other communications ("communications") hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, mailed (by registered or certified mail, postage prepaid) or sent by overnight courier service or facsimile addressed to the parties' addresses on the signature page of this Agreement, or to such other address as the Person to whom a communication is to be given may have furnished to the others in writing in accordance herewith. A communication given by any other means shall be deemed duly given on the earlier of when actually received by the addressee or three (3) days after sending such communication.

F. Further Assurances. After the Closing, without further consideration, the parties shall (i) execute and deliver such further instruments and documents as either party shall reasonably request to consummate the transactions contemplated hereby and to perfect Buyer's title to the Purchased Assets and (ii) remit, in connection with accounts receivables, sales or other invoices, cash or cash equivalents received by one party but properly due and intended for the other party. Seller also will use its commercially reasonable efforts to continue to maintain insurance and otherwise manage and satisfy its obligations retained hereunder, whether relating to products sold prior to the Closing or otherwise. In addition, the Selling Parties shall introduce Buyer to, and shall facilitate Buyer's relationships with any customers, suppliers or vendors relating to the Business.

G. Waivers. Any party to this Agreement may, by written notice to the other party hereto, waive any provision of this Agreement binding on the other party. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent, same or different breach.

H. Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts shall constitute one and the same instrument.

I. Use of Certain Terms. The term "Person" shall mean an individual, a partnership, a joint venture, a joint stock company, a corporation, a trust, an unincorporated organization, a limited liability company, any other legal entity and a government, governmental body or quasi-governmental body, or any department, agency or political subdivision thereof.

J. Applicable Law. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

K. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular and plural as the identity of that Person referred to requires.

L. Effect of Disputes. Notwithstanding the fact that there may from time to time be disputes among the parties concerning the terms and conditions hereof, the parties agree not to under any circumstances, disparage, criticize or denigrate the talents, skills, prospects, abilities, integrity or character of the other parties hereto, or such parties' management, directors, employees, agents or representatives (including those of Buyer's Affiliates). The provisions of this Section 17.K shall survive the execution and termination hereof, irrespective of the reason for such termination.

M. Dispute Resolution; Prevailing Party. In the event of any controversy between the parties hereto arising out of, or relating to, this Agreement, which cannot be settled amicably by the parties, such controversy shall be finally, exclusively and conclusively settled by mandatory arbitration conducted expeditiously in accordance with American Arbitration Association rules for commercial disputes, by a single independent arbitrator; provided that notwithstanding the foregoing each party hereto shall be entitled to seek a temporary restraining order and any other injunctive or equitable relief, from a court of competent jurisdiction, restraining the other party from committing or continuing any violation of the provisions hereof or specifically enforcing a party's obligations. If the parties are unable to agree on the selection of an arbitrator, then either

party may petition the American Arbitration Association for the appointment of an arbitrator, which appointment shall be made within ten (10) days of the petition therefore. A hearing shall be held by the arbitrator in either the City of Chicago, Illinois or the City of Reno, Nevada within thirty (30) days of his or her appointment. The decision of the arbitrator shall be final and binding upon all parties hereto and shall be rendered pursuant a written decision which contains a detailed recital of the arbitrator's reasoning. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party in any such dispute regarding this Agreement, in addition to any other legal or equitable remedy to which such prevailing party may be entitled, shall be entitled to recover his or its reasonable attorney's fees and expenses incurred in connection with the dispute, as awarded by the arbitrator or court, as applicable.

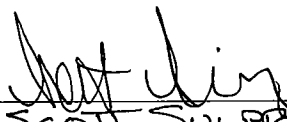
N. Mutual Drafting. This Agreement is the joint product of Buyer, Seller, the Owners and their respective counsel, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and counsel, and shall not be construed for or against any party hereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

SELLER

BOTTOM OF THE CUP, LLC

By: 
Name: SCOTT SULPRIZIO
Title: MANAGER

Address for notice purposes:

1040 CORBETT
CARSON CITY, NV
89706

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

OWNERS



William L. Presse IV

Address for notice purposes:

1465 Hot Springs Rd.
Reno, Nevada 89521

M. Scott Sulprizio

Address for notice purposes:

Kurt Seefeld

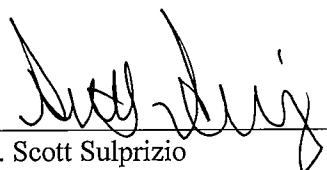
Address for notice purposes:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

OWNERS

William L. Presse IV

Address for notice purposes:



M. Scott Sulprizio

Address for notice purposes:

1040 CORBETT
CARSON CITY NV
89706

Kurt Seefeld

Address for notice purposes:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

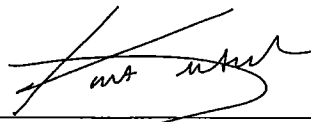
OWNERS

William L. Presse IV

Address for notice purposes:

M. Scott Sulprizio

Address for notice purposes:



Kurt Seefeld

Address for notice purposes:

131 Knollwood Drive
San Rafael, CA 94901

[Signature Page to Asset Purchase Agreement]

Error! Unknown document property name.

PATENT
REEL: 054155 FRAME: 0346

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

OWNERS



Robert A. Bittman

Address for notice purposes:

2600 Old Ranch Rd
Carson City, NV 89704

HATCHER PRESSE AND ASSOCIATES PTY
LTD.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for notice purposes:

[Signature Page to Asset Purchase Agreement]

Error! Unknown document property name.

PATENT
REEL: 054155 FRAME: 0347

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

OWNERS

Robert A. Bittman

Address for notice purposes:

HATCHER PRESSE AND ASSOCIATES PTY
LTD.

By: H. Hatcher
Name: HELEN HATCHER
Title: Director

By: Bill Presse
Name: WILLIAM L PRESSE III
Title: DIRECTOR

Address for notice purposes:

35A RICHARDS ST.
COBURG VIC
AUSTRALIA 3058

[Signature Page to Asset Purchase Agreement]

Error! Unknown document property name.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BUYER

SAJARK LLC

By: _____

Name: Samuel Hahn

Title: Manager

Address for notice purposes:

SCHEDULE A

Description of Assets

At the Closing, Seller shall sell and assign, and Buyer shall acquire and accept, all of the assets of Seller necessary to operate the Business, including, without limitation, the assets listed below (subject to Presse's 34% interest in the same):

- All rights held by the Selling Parties in (i) the name "Directed Force Putters" and "Bottom of the Cup, LLC"; (ii) all Seller Proprietary Rights, including the Patents (and all documentation, work product (partial and complete) with respect thereto, including, without limitation, documentation and work product with respect to the lie angle balancing and grips), websites, social media accounts, domain names and email addresses related to the Business, each of which are listed below under the heading "Seller Proprietary Rights"; and (iii) the phone numbers currently used by the Selling Parties for the operation of the Business;
- Any licenses, permits and authorizations, which are held by any Selling Party and required for the conduct of the Business;
- All customer, advertising, marketing, accounting and other business records relating to the Business;
- All mailing lists, invitation lists, marketing materials, claims, improvements and collateral related to the Business;
- All sales data, advertiser lists and customer lists related to the Business;
- All inventory of Seller including, without limitation, all finished putter heads, partially complete putter heads, putter covers, shipping materials and all items related to the above;
- All CAD and other design information for designs (partial and complete) for putters and grips;
- Any manufacturing equipment owned by any Selling Party in connection with the Business;
- The Business as a going concern and the goodwill related to the Business;
- All rights under any existing contract with respect to the Business; and
- The UEM Controlled Assets, which consists of the following:
 - Any licenses, permits and authorizations, which are held by UEM and required for the conduct of the Business;
 - All accounting and other business records relating to the Business;
 - All inventory held by, owned or in the possession of UEM that is related to the Business including, without limitation, all finished putter heads, partially complete putter heads, putter covers, shipping materials and all items related to the above;
 - All CAD and other design information for designs (partial and complete) for putters and grips related to the Business;
 - Any manufacturing equipment held by, owned or in the possession of UEM in connection with the Business;
 - All rights under any existing contract with respect to the Business; and
 - All other assets held by, owned or in the possession of UEM that are necessary to operate the Business.

For the avoidance of doubt, no bank accounts held in the name of any of the Selling Parties shall be included in the Assets.

Seller Proprietary Rights

Patents

Patent Number	Filing Date	Application No.	Issue Date	Title
US 8,932,148	March 19, 2014	14/219,929	January 13, 2015	Elliptical Golf Club Grip
US 9,233,280	April 18, 2013	13/865,708	January 12, 2016	Self-Balancing Putter

Trademarks

- None.

Copyrights

- None.

Domain Names/Websites/Social Media Accounts

- Twitter
 - @DFPutters
 - @directedforce
- Instagram
 - Directedforceputters
- Facebook
 - Facebook.com/Directedforceputters
- Websites
 - Directedforce.com
 - Directedforceputters.com
 - Pressgrips.com

Other

- None.



[REDACTED]

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ASSIGNMENT AND BILL OF SALE AGREEMENT

THIS ASSIGNMENT AND BILL OF SALE AGREEMENT (this "Agreement"), dated April 18, 2018, is made by and between L. A. B. Golf Company, a Delaware limited liability company (the "Buyer") and successor-in-interest to Sajark LLC, an Oregon limited liability company, and William L. Presse IV ("Presse"), pursuant to that certain Asset Purchase Agreement, dated as of February 26, 2018, by and among the Buyer, Bottom of the Cup, LLC, a Nevada limited liability company, Presse and the other parties named therein (as amended from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to and in accordance with the Purchase Agreement, Presse has agreed to sell, assign, convey, transfer and deliver to the Buyer all of Presse's right, title and interest in and to the Presse Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. Presse hereby sells, assigns, conveys, transfers and delivers to the Buyer, and Buyer hereby takes assignment, accepts delivery and transfer of, and assumes from Presse, all of Presse's rights, title and interest in and to the Presse Assets.
2. Each of Buyer and Presse agrees that it will from time to time on or after the date hereof promptly execute such documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the conveyances, transfers, assignments and assumptions contemplated hereby or by the Purchase Agreement.
3. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern and control. Nothing in this Agreement shall alter any liability or obligation of Presse or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Presse Assets.
4. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with the dispute provisions set forth in the Purchase Agreement.

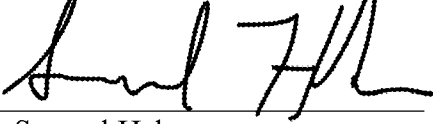
6. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
7. This Agreement may not be amended or altered except by a written instrument executed by the Parties.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Bill of Sale Agreement to be duly executed as of the date first above written.

BUYER:

L. A. B. GOLF COMPANY LLC

By: 

Name: Samuel Hahn

Title: Manager

PRESSE:

William L. Presse IV

IN WITNESS WHEREOF, the Parties have caused this Assignment and Bill of Sale Agreement to be duly executed as of the date first above written.

BUYER:

L. A. B. GOLF COMPANY LLC

By: _____

Name: Samuel Hahn

Title: Manager

PRESSE:

A handwritten signature in black ink, appearing to read "William L. Presse IV", written over a horizontal line.

William L. Presse IV

ASSIGNMENT AND BILL OF SALE AGREEMENT

THIS ASSIGNMENT AND BILL OF SALE AGREEMENT (this "Agreement"), dated April 18, 2018, is made by and between L. A. B. Golf Company, a Delaware limited liability company (the "Buyer") and successor-in-interest to Sajark LLC, an Oregon limited liability company, and Bottom of the Cup, LLC, a Nevada limited liability company, (the "Seller"), pursuant to that certain Asset Purchase Agreement, dated as of February 26, 2018, by and among the Buyer, the Seller and the other parties named therein (as amended from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to and in accordance with the Purchase Agreement, the Seller has agreed to sell, assign, convey, transfer and deliver to the Buyer all of the Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. The Seller does hereby sell, assign, convey, transfer and deliver to the Buyer, and Buyer hereby takes assignment, accepts delivery and transfer of, and assumes from the Seller, all of the Seller's rights, title and interest in and to the Purchased Assets.
2. Each of Buyer and Seller agrees that it will from time to time on or after the date hereof promptly execute such documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the conveyances, transfers, assignments and assumptions contemplated hereby or by the Purchase Agreement.
3. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern and control. Nothing in this Agreement shall alter any liability or obligation of the Seller or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets.
4. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. Each Party agrees that any claim, controversy or dispute arising under or related to this

Agreement shall be subject to and resolved in accordance with the dispute provisions set forth in the Purchase Agreement.

6. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
7. This Agreement may not be amended or altered except by a written instrument executed by the Parties.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Bill of Sale Agreement to be duly executed as of the date first above written.

BUYER:

L. A. B. GOLF COMPANY LLC

By: 

Name: Samuel Hahn

Title: Manager

SELLER:

BOTTOM OF THE CUP, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment and Bill of Sale Agreement to be duly executed as of the date first above written.

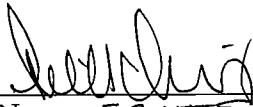
BUYER:

L. A. B. GOLF COMPANY LLC

By: _____
Name: Samuel Hahn
Title: Manager

SELLER:

BOTTOM OF THE CUP, LLC

By:  _____
Name: SCOTT SULPRIZIO
Title: MANAGER

[Signature Page to Assignment and Bill of Sale Agreement]