

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPORTSHIELDS, LLC	09/11/2015
RECEIVING PARTY DATA		
Name:	MAKO SPORTS, LLC	
Street Address:	3260 VERDURE DRIVE	
City:	HOOVER	
State/Country:	ALABAMA	
Postal Code:	35226	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D570054
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:	6787431125	
Email:	docketing@fisherbroyles.com	
Correspondent Name:	FISHERBROYLES LLP	
Address Line 1:	945 EAST PACES FERRY ROAD N.E.	
Address Line 4:	ATLANTA, GEORGIA 30326	
ATTORNEY DOCKET NUMBER:	01427.0002	
NAME OF SUBMITTER:	ANTHONY J DOVALE	
SIGNATURE:	/Anthony J DoVale/	
DATE SIGNED:	12/03/2020	
Total Attachments: 25		
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ASSET PURCHASE AGREEMENT

by and among

MAKO SPORTS, LLC, as Purchaser

and

SPORTSHIELDS, LLC, as Seller

September 11, 2015

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective the 11th day of September, 2015, by and between MAKO SPORTS, LLC, an Alabama limited liability company ("Purchaser") and SPORTSHIELDS, LLC, an Alabama limited liability company ("Seller").

RECITALS

A. Seller is in the business of the design, manufacture, sales and marketing of sports-related safety equipment, specifically, a composite safety mask for use in girls and women's softball (the "Business").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets and Business of Seller, on the terms and subject to the conditions hereinafter set forth.

C. Rodney Haley and Alyson Haley (collectively, "Haley"), who own a combined fifteen percent (15%) owner of Seller, are aligned with Purchaser in connection with the transactions made the subject of this Agreement. Therefore, all references herein to the "knowledge of Seller" or "known to Seller" or terms or phrases of similar import, shall refer only to the actual knowledge, following reasonable inquiry, of all members of Seller, excluding Haley.

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

ARTICLE 1.

ASSETS TO BE PURCHASED

Section 1.1 Description of Purchased Assets. On the terms and subject to the conditions herein expressed, Seller shall sell, convey, transfer, assign, set over and deliver to Purchaser on the Closing Date, effective as of the Effective Time (as such terms are defined in Section 4.2 hereof), Seller's entire right, title and interest in and to all of the assets owned by Seller, whether real, personal, tangible or intangible, used by or in connection with, useful to or produced by, the Business (except for the Retained Assets, as defined in Section 1.2 hereof) regardless of where such assets are located (collectively, the "Purchased Assets"). The Purchased Assets shall be transferred and conveyed by Seller to Purchaser free and clear of all liens, encumbrances, liabilities or other rights of others of any kind or nature whatsoever which are known to Seller. The Purchased Assets shall include, but not be limited to, the following specified assets:

- (a) the assets listed on Schedule 1.1(a);
- (b) all trade names, trademarks, service marks, brand names, logos, designs, business, product and service names, slogans and other names (and all registrations and

applications for registration of the same), including, without limitation, those set forth on **Schedule 1.1(b)** hereto, all IP Rights, and the goodwill of Seller associated with each of the foregoing (collectively, the “**Marks**”);

(c) all lists of past, present and prospective customers (whether distributors, end-users or otherwise); all lists of past, present and prospective vendors, and suppliers; and all mailing lists, contact lists and other lists and utilized in the operation of the Business;

(d) all inventions, patents and patent rights, production rights, trade secrets, know-how, processes, formulae, methods, techniques, research and development results, proposals, ideas for products, licenses and product designs;

(e) originals or copies of all books and records known to and in the possession of, or reasonably attainable by, Seller, including, without limitation, all purchasing, accounting, sales, export, import, marketing, shipping, agent and distributor records, all marketing studies, customer files, supplier and producer files, credit files, consulting studies, newsletters and all other records and reports relating to the Business, the Purchased Assets or the liabilities assumed by Purchaser, lists of all lead generation partners, Internet traffic records, files, logic and search engine optimization analyses and methods, all databases, mailing lists and related information pertaining to customers, all printed and other advertising, sales and promotional materials, catalogues and supplies, all training demonstration videos, manuals and other materials, all general ledgers, books of accounts, financial statements and banking records, and all computer manuals, flowcharts, printouts, data files, program documentation and all other related materials of Seller and all copies of each thereof in whatever form each of the foregoing may exist, including computer files and related documentation;

(f) all correspondence, stationary and other imprinted material and office supplies known to and in the possession of, or reasonably attainable by, Seller, the right to receive mail, e-mail and other communications and shipments addressed to Seller, except to the extent any such mail, email or other communications clearly relate to any non-Business or personal matters of any Seller member, and Purchaser will promptly deliver or forward such communications to the appropriate member of Seller;

(g) all rights, claims, counterclaims, credits, causes of action and rights of set-off against third parties to the extent relating to the other Purchased Assets;

(h) all right, title and interest in and to the contracts and agreements of Seller listed on **Schedule 1.1(h)** (collectively, the “**Seller Contracts**”);

(i) all accounts receivable of Seller existing as of the Effective Time and the proceeds thereof (the “**Accounts Receivable**”);

(j) all content on the pages comprising the web sites of the Business, all work in process with respect to the websites, the “look and feel” of the web sites, the software code necessary to maintain the functionality of the web sites, all web traffic files relating to the web sites, and all domain names for the web sites; all Twitter account(s), Facebook account(s) and similar accounts used by Seller or held by Seller for use in connection with the Business;

(k) the exclusive telephone number(s) and fax number(s), if any, for the Business, as set forth on **Schedule 1.1(k)**;

(l) all goodwill associated with the Business or the Purchased Assets, together with the right to represent to third parties that Purchaser is the successor to the Business;

(m) all other rights and assets of Seller in and to the Business or the Purchased Assets (other than the Retained Assets); and

(n) all accounts payable known to Seller as of the Effective Time and consisting of: foam invoice from UFP Technologies in the amount of [REDACTED] (together, the “Accounts Payable”). Seller warrants that these are the only accounts payable known to Seller to be due as of the Effective Time, other than accounts payable which may have been incurred by Haley, without Seller’s knowledge and of which Seller is unaware.

Section 1.2 Retained Assets. Seller shall on the Closing Date retain the following assets used in the conduct of the Business (hereinafter referred to as the “Retained Assets”):

- (a) its corporate seal, minute books and stock record books;
- (b) its cash on hand and in banks as of the Effective Time; and
- (c) the assets of Seller described on **Schedule 1.2(d)** hereto.

ARTICLE 2.

PURCHASE PRICE OF THE PURCHASED ASSETS

Section 2.1 Consideration. The consideration for the Purchased Assets shall be the Purchase Price (as defined in Section 2.2).

Section 2.2 Closing Purchase Price. The purchase price for the Purchased Assets shall be equal to [REDACTED] plus the payment of the following expenses of Seller as of the Closing Date (the “Purchase Price”).

Section 2.3 Allocation of Purchase Price. The Purchase Price shall be allocated for tax purposes as agreed by the Parties pursuant to **Schedule 2.3**. The allocation of the Purchase Price shall be in compliance with the requirements of the Internal Revenue Code of 1986, as amended, along with any applicable proposed, temporary or final regulations promulgated thereunder (the “Code”). To the extent required by the Code, Seller and Purchaser shall file Form 8594, Asset Acquisition Statement Under Section 1060, with their respective tax returns for the taxable year that includes the Closing. If the parties are required by the Code to file Form 8594 for the taxable year that includes the Closing, Seller and Purchaser shall file said Form(s) 8594 in a manner consistent with the allocation of the Purchase Price determined in accordance with this Section 2.3.

ARTICLE 3.

ASSUMPTION OF LIABILITIES

Section 3.1 Assumed Liabilities. Purchaser will assume and agrees to pay, perform or discharge the Accounts Payable, and all liabilities related to the Business and the Purchased Assets incurred following the Effective Time.

ARTICLE 4.

THE CLOSING

Section 4.1 The Closing. The closing of the purchase and sale of the Purchased Assets (the "Closing") shall take place at the offices of Bainbridge, Mims, Rogers & Smith, LLP, The Luckie Building, Suite 415, 600 Luckie Drive, Birmingham, Alabama 35223, or at such other time and place as the parties may agree upon in writing, on or before September 11, 2015. If mutually agreed to among the parties, the Closing may take place by exchange of executed signature pages by facsimile or in .PDF format (with originals following by overnight delivery) and wire transfer of funds.

Section 4.2 Closing Date; Effective Time. For purposes of this Agreement, the term "Closing Date" shall mean the date on which the Closing shall occur. For purposes of this Agreement, the term "Effective Time" shall mean 12:01 a.m. on the Closing Date.

ARTICLE 5.

DELIVERIES AT THE CLOSING

Section 5.1 Deliveries By Seller. At the Closing on the Closing Date, effective as of the Effective Time, Seller shall deliver (or cause to be delivered) to Purchaser, in addition to all other items specified elsewhere in this Agreement, the following:

(a) the Purchased Assets, which are known to Seller and which are in the possession of Seller, free and clear of all claims, mortgages, pledges, liens, encumbrances or charges of any kind (collectively, "Liens");

(b) a bill of sale and assignment, in substantially the form attached hereto as **Exhibit 5.1(b)** (the "Bill of Sale"), duly executed by Seller;

(c) such other instruments of sale, conveyance, transfer, assignment, endorsement, direction or authorization as will be sufficient or requisite, in the reasonable opinion of Purchaser and its counsel, to vest in Purchaser, its successors and assigns, good and marketable right, title and interest in and to the Purchased Assets; and

(d) copies of the articles of organization, operating or company agreement (which may be unsigned), and resolutions of Seller's members authorizing the transactions contemplated by this Agreement (except that Purchaser shall obtain the signature of Haley on such resolutions).

Section 5.2 Deliveries by Purchaser. At the Closing on the Closing Date, Purchaser shall deliver to Seller, in addition to all other items specified elsewhere in this Agreement, the following:

(a) the Purchase Price, which shall be paid by wire transfer, in cash or in immediately available funds.

ARTICLE 6.

CERTAIN COVENANTS AND AGREEMENTS

Section 6.1 No Insolvency Proceedings; Adequate Consideration. For a period of one year after the Closing Date, Seller shall not: (i) make an assignment for the benefit of creditors; (ii) file a voluntary petition in bankruptcy; (iii) file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (iv) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against Seller in any proceeding in the nature of the proceedings described above; or (v) seek, consent to or acquiesce in the appointment of a trustee, receiver or liquidator of Seller of all or any substantial part of Seller's properties. Seller may, however, file proceedings to dissolve Seller and distribute any remaining assets of Seller to Seller's members, other than Haley, after payment of all expenses relating to such dissolution.

Section 6.2 Further Assurances. Upon the reasonable request of Purchaser at any time and from time to time after the Closing Date, and at Purchaser's cost and expense, Seller will execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and do all things necessary or proper, as Purchaser or its counsel may reasonably request, in order to vest, perfect or confirm, of record or otherwise, the right, title and interest of Purchaser, its successors and assigns, in and to the Purchased Assets and the assignment to, and assumption by, Purchaser of the franchises, agreements, leases, contracts, permits, licenses and commitments to be assigned to, and assumed by, Purchaser pursuant to this Agreement or otherwise to carry out the purpose of this Agreement.

Section 6.3 For a period of five (5) years following the Closing Date, Purchaser will maintain all documents, instruments, agreements, records, financial statements and other information delivered by Seller to Purchaser pursuant to this Agreement, and will make copies thereof available to Seller (at Seller's expense) for the purpose of allowing Seller to respond to audits, investigations or other inquiries which may be brought against Seller, or any member of Seller, and which relate to events prior to the Closing Date.

Section 6.4 Promptly following the Closing, Purchaser will establish its own checking account and will cause the Accounts Payable, and any additional payables incurred by Purchaser following the Closing, to be paid therefrom. Seller will cause its bank account to be closed promptly following Seller's dissolution and liquidation.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that each of the following representations and warranties contained in this Article 7 is true and correct:

Section 7.1 Organization and Authority.

(a) Seller is an Alabama limited liability company duly formed, validly existing under the laws of the State of Alabama, and it has the requisite limited liability company power and authority to execute and deliver this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party and to perform Seller's obligations hereunder and thereunder, and such execution, delivery and performance by Seller have been duly and validly authorized by all requisite limited liability company action on the part of Seller and its members (excluding Haley). To Seller's knowledge, Seller is duly qualified to do business as a foreign entity under the laws of each state or other jurisdiction in which either the ownership or use of its assets or the nature of the activities conducted by it, require such qualification.

(b) The undersigned signatory on behalf of Seller has all necessary legal capacity to execute and deliver this Agreement on behalf of Seller, it being understood that any consent to such signatory's capacity to execute and deliver this Agreement which must be obtained from Haley will be obtained by Purchaser.

Section 7.2 No Conflict. To Seller's knowledge: no consent, order, authorization, approval, declaration or filing from or with any person or entity is required for or in connection with the execution, delivery or performance of this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party, and the execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party will not result in any violation of, be in conflict with, constitute a default under, cause the acceleration of any obligation or loss of any rights under, or result in the creation of any lien, claims, charge or encumbrance on any of the Purchased Assets under: (a) any Legal Requirement (as defined below) applicable to Seller; (b) the articles of organization, operating or company agreement, or other organizational or constituent documents of Seller; or (c) any agreement, contract, instrument, license (which may not be assignable), permit, authorization, franchise or certification to which Seller is a party by which Seller may be bound, excluding all of the Seller's contracts which are known only to Haley. For purposes of this Agreement, "Legal Requirements" means all foreign, federal, state and local statutes, laws, ordinances, judgments, decrees, orders, rules, and regulations.

Section 7.3 Validity and Enforceability. This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which Seller is a party shall be, when executed and delivered by Seller, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, the valid and binding obligations of Seller enforceable against Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

Section 7.4 Title to Assets; Sufficiency of Assets.

(a) To Seller's knowledge, Seller has good and marketable title to all of the Purchased Assets, subject to Liens. To Seller's knowledge, the tangible personal property and fixtures included in the Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted. To Seller's knowledge, Seller does not own any real property.

(b) To Seller's knowledge, the Purchased Assets constitute all of the assets, tangible and intangible, necessary to operate the Business in the manner presently operated by Seller.

Section 7.5 No Litigation. To Seller's knowledge, Seller has not been served with process in any litigation at law or in equity, or in any arbitration proceeding, or in any proceeding before any commission or other administrative or regulatory authority and there are no other accusations, charges, notices of violation, claims, grievances, indictments or demands pending of which Seller has been made aware, or to the knowledge of Seller is any such proceeding threatened, against or affecting Seller, the Purchased Assets, the Business or Seller's right to carry on the Business as conducted on the date hereof. To Seller's knowledge, Seller is not subject to, or in default with respect to, any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency, instrumentality or other governmental authority. To Seller's knowledge, Seller is not presently engaged in any legal action to recover monies due to it or damages sustained by it.

Section 7.6 No Adverse Change. To Seller's knowledge, since June 30, 2015, there has been no material adverse change in the financial condition, assets, liabilities, business or property of Seller or the prospects of the Business, and Seller has no knowledge of any information on the basis of which a reasonable person would conclude that any such material adverse change may reasonably be expected to occur.

Section 7.7 Contracts and Commitments. To Seller's knowledge: (i) Seller has performed all the obligations required to be performed by it to date and (ii) is not in default or alleged to be in default in any respect under any Seller Contract, and (iii) there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute such a default by it under any Seller Contract. Seller has furnished or made available to Purchaser true and correct copies of Haley's cellular telephone contract and Seller's insurance policies, and there have been no modifications, amendments or terminations thereof not reflected in such copies. Seller does not have any additional Seller Contract in its possession.

Section 7.8 Intellectual Property.

(a) To Seller's knowledge, the Purchased Assets include all Software, Technology, patents, internet domain names, URL addresses, trademarks, service marks, logos, trade names and copyrights and all licenses, sublicenses or agreements in respect thereof, and all registrations of any of the foregoing, and all applications for registration thereof, and all goodwill associated with such intellectual property rights) (collectively, "IP Rights") owned or licensed by Seller or in which Seller otherwise has any interest ("Seller IP Rights"). To Seller's knowledge, the Seller IP Rights which are known to Seller constitute all of the IP Rights necessary to conduct the Business in the manner conducted by Seller prior to the Closing. For purposes of this Agreement, "Software" means any and all (i) computer programs, including any and all software

implementation of algorithms, models and methodologies whether in source code or object code, (ii) databases and computations, including any and all data and collections of data and (iii) all documentation, including user manuals, training and demonstration videos and any other materials relating to any of the foregoing; and “Technology” means all technical and engineering process, inventions, designs, design applications, models, mask works, technologies, processes, data, procedures, methods, formulae, molds, drawings, know-how, test methods, trade secrets, confidential information, research records, records of inventions, test information, market surveys and any other intellectual property.

(b) To Seller’s knowledge, neither the operation of the Business nor the use of the Seller Software or any other Seller IP Rights by Seller or any licensees of Seller have ever infringed or violated and do not currently infringe or violate any IP Rights owned or claimed by any other person or entity. To Seller’s knowledge, the Seller has not received any notice of any claim of infringement, nor does Seller have knowledge of any allegation or proceeding relating to infringement by Seller or any licensee of Seller. To the knowledge of Seller, no person is infringing upon or otherwise violating the Seller IP Rights other than as asserted in Seller’s lawsuit against Pro Preference Sports, LLC, d/b/a Sklz, which lawsuit has been settled. To Seller’s knowledge, the Purchased Assets include the sole and exclusive right to bring any proceedings for infringement or unauthorized use of the Seller IP Rights.

Section 7.9 Financial Statements. Seller has heretofore delivered to Purchaser tax returns from 2012-2014 and financial statements of Seller (not adjusted for GAAP), including without limitation monthly balance sheets, income statements, and profit & loss statements for the period from 2012 through July, 2015. Those financial statements present fairly the financial condition of Seller as of the date of each of those financial statements, except for conditions which may be in the knowledge of Haley, but which are not known to any other member of Seller.

Section 7.10 No Undisclosed Liabilities. Seller has no liability of any nature, whether accrued, absolute, contingent or otherwise, not disclosed in the Balance Sheet, this Agreement, or any Schedule hereto except for liabilities which may be in the knowledge of Haley, but are not known to any other member of Seller.

Section 7.11 General Tax Matters. For all periods prior to the Closing Date:

(a) all federal, state, local and foreign tax returns and tax reports required to be filed by Seller have been timely filed with the appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed and all of the foregoing are correct and complete, or an appropriate extension for such return has been obtained;

(b) all federal, state, local and foreign income, profits, franchise, sales, use, occupation, property, excise, highway use and other taxes (including interest and penalties) due from Seller have been fully paid;

(c) to Seller’s knowledge, no issues have been raised or proposed by any tax authority with respect to any filed tax return of Seller, nor has any claim ever been made by an authority in a jurisdiction where Seller does not file tax returns that it is or may be subject to taxation by that jurisdiction; and

(d) to Seller's knowledge, there are no liens, judgments or security interests on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any tax.

Section 7.12 Insurance Losses. Since January 1, 2014, Seller has not sustained any loss on account of fire, flood, accident or other calamity of such character as to interfere materially with the continued operation of the Business regardless of whether or not such loss was insured against except for losses which may be known by Haley, but which are not known to any other member of Seller.

Section 7.13 Brokers. This Agreement was not induced or procured through any person or entity acting as a broker or finder by or on behalf of Seller.

Section 7.14 Solvency. To Seller's knowledge, Seller is not now insolvent, and Seller will not be rendered insolvent as of the Closing Date by the transactions contemplated by this Agreement. After giving effect to the consummation of the transactions contemplated by this Agreement, and unless additional liabilities adversely affecting the Seller have been incurred by Haley: (a) Seller will be able to pay its liabilities as they become due in the ordinary course of business; (b) Seller will not have unreasonably small capital with which to conduct its future business; (c) Seller will have assets (calculated at fair market value) that exceed its liabilities; and (d) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms and well as all other obligations of Seller.

Section 7.15 No Untrue Statements. To Seller's knowledge, this Agreement, and any certificate, Schedule, or other instrument or list or information required to be furnished by Seller pursuant to this Agreement, do not contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. Except as specifically set forth in this Agreement or the schedules hereto, there are no facts or circumstances of which Seller is aware that could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business taken as a whole.

ARTICLE 8.

REPRESENTATIONS AND WARRANTIES OF HALEY

Haley hereby, individually and mutually, represent and warrant to Purchaser that each of the following representations and warranties contained in this Article 8 is true and correct:

Section 8.1 Organization and Authority.

(a) Seller is an Alabama limited liability company duly formed, validly existing and under the laws of the State of Alabama, and it has the requisite limited liability company power and authority to execute and deliver this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party and to perform Seller's obligations hereunder and thereunder, and such execution, delivery and performance by Seller have been duly and validly authorized by all requisite limited liability company action on

the part of Seller and its members. Seller is duly qualified to do business as a foreign entity under the laws of each state or other jurisdiction in which either the ownership or use of its assets or the nature of the activities conducted by it, require such qualification.

(b) The undersigned signatory on behalf of Seller has all necessary legal capacity to execute and deliver this Agreement on behalf of Seller.

Section 8.2 No Conflict. To Seller's knowledge: no consent, order, authorization, approval, declaration or filing from or with any person or entity is required for or in connection with the execution, delivery or performance of this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party, and the execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby to which Seller is a party will not result in any violation of, be in conflict with, constitute a default under, cause the acceleration of any obligation or loss of any rights under, or result in the creation of any lien, claims, charge or encumbrance on any of the Purchased Assets under: (a) any Legal Requirement (as defined below) applicable to Seller; (b) the articles of organization, operating or company agreement, or other organizational or constituent documents of Seller; or (c) any agreement, contract, instrument, license (which may not be assignable), permit, authorization, franchise or certification to which Seller is a party by which Seller may be bound. For purposes of this Agreement, "Legal Requirements" means all foreign, federal, state and local statutes, laws, ordinances, judgments, decrees, orders, rules, and regulations.

Section 8.3 Validity and Enforceability. This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which Seller is a party shall be, when executed and delivered by Seller, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, the valid and binding obligations of Seller enforceable against Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

Section 8.4 Title to Assets; Sufficiency of Assets.

(a) Seller has good and marketable title to all of the Purchased Assets, subject to Liens. The tangible personal property and fixtures included in the Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted. Seller does not own any real property.

(b) The Purchased Assets constitute all of the assets, tangible and intangible, necessary to operate the Business in the manner presently operated by Seller.

Section 8.5 No Litigation. To Haley's knowledge, Seller has not been served with process in any litigation at law or in equity, or in any arbitration proceeding, or in any proceeding before any commission or other administrative or regulatory authority and there are no other accusations, charges, notices of violation, claims, grievances, indictments or demands pending of which Haley has been made aware, or to the knowledge of Haley is any such proceeding threatened, against or affecting Seller, the Purchased Assets, the Business or Seller's right to carry on the Business as conducted on the date hereof. To Haley's knowledge, Seller is

not subject to, or in default with respect to, any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency, instrumentality or other governmental authority. To Haley's knowledge, Seller is not presently engaged in any legal action to recover monies due to it or damages sustained by it.

Section 8.6 No Adverse Change. To Haley's knowledge, since June 30, 2015, there has been no material adverse change in the financial condition, assets, liabilities, business or property of Seller or the prospects of the Business, and Haley has no knowledge of any information on the basis of which a reasonable person would conclude that any such material adverse change may reasonably be expected to occur.

Section 8.7 Contracts and Commitments. (i) Seller has performed all the obligations required to be performed by it to date and (ii) is not in default or alleged to be in default in any respect under any Seller Contract, and (iii) there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute such a default by it under any Seller Contract.

Section 8.8 Intellectual Property.

(a) The Purchased Assets include all Software, Technology, patents, internet domain names, URL addresses, trademarks, service marks, logos, trade names and copyrights and all licenses, sublicenses or agreements in respect thereof, and all registrations of any of the foregoing, and all applications for registration thereof, and all goodwill associated with such intellectual property rights) (collectively, "IP Rights") owned or licensed by Seller or in which Seller otherwise has any interest ("Seller IP Rights"). The Seller IP Rights constitute all of the IP Rights necessary to conduct the Business in the manner conducted by Seller prior to the Closing. For purposes of this Agreement, "Software" means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies whether in source code or object code, (ii) databases and computations, including any and all data and collections of data and (iii) all documentation, including user manuals, training and demonstration videos and any other materials relating to any of the foregoing; and "Technology" means all technical and engineering process, inventions, designs, design applications, models, mask works, technologies, processes, data, procedures, methods, formulae, molds, drawings, know-how, test methods, trade secrets, confidential information, research records, records of inventions, test information, market surveys and any other intellectual property.

(b) To Haley's knowledge, neither the operation of the Business nor the use of the Seller Software or any other Seller IP Rights by Seller or any licensees of Seller have ever infringed or violated and do not currently infringe or violate any IP Rights owned or claimed by any other person or entity. Haley has not received any notice of any claim of infringement, nor does Haley have knowledge of any allegation or proceeding relating to infringement by Seller or any licensee of Seller. To the knowledge of Haley, no person is infringing upon or otherwise violating the Seller IP Rights other than as asserted in Seller's lawsuit against Pro Preference Sports, LLC, d/b/a Sklz, which lawsuit has been settled. To Haley's knowledge, the Purchased Assets include the sole and exclusive right to bring any proceedings for infringement or unauthorized use of the Seller IP Rights.

Section 8.9 Financial Statements. Seller has heretofore delivered to Purchaser tax returns from 2012-2014 and financial statements of Seller (not adjusted for GAAP), including

without limitation monthly balance sheets, income statements, and profit & loss statements for the period from 2012 through July, 2015. Those financial statements present fairly the financial condition of Seller as of the date of each of those financial statements.

Section 8.10 No Undisclosed Liabilities. Haley has no liability of any nature, whether accrued, absolute, contingent or otherwise, not disclosed in the Balance Sheet, this Agreement, or any Schedule hereto.

Section 8.11 General Tax Matters. For all periods prior to the Closing Date:

(e) all federal, state, local and foreign tax returns and tax reports required to be filed by Seller have been timely filed with the appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed and all of the foregoing are correct and complete, or an appropriate extension for such return has been obtained;

(f) all federal, state, local and foreign income, profits, franchise, sales, use, occupation, property, excise, highway use and other taxes (including interest and penalties) due from Seller have been fully paid;

(g) no issues have been raised or proposed by any tax authority with respect to any filed tax return of Seller, nor has any claim ever been made by an authority in a jurisdiction where Seller does not file tax returns that it is or may be subject to taxation by that jurisdiction; and

(h) there are no liens, judgments or security interests on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any tax.

Section 8.12 Insurance Losses. Since January 1, 2014, Seller has not sustained any loss on account of fire, flood, accident or other calamity of such character as to interfere materially with the continued operation of the Business regardless of whether or not such loss was insured.

Section 8.13 Brokers. This Agreement was not induced or procured through any person or entity acting as a broker or finder by or on behalf of Haley.

Section 8.14 Solvency. To Haley's knowledge, Seller is not now insolvent, and Seller will not be rendered insolvent as of the Closing Date by the transactions contemplated by this Agreement. After giving effect to the consummation of the transactions contemplated by this Agreement: (a) Seller will be able to pay its liabilities as they become due in the ordinary course of business; (b) Seller will not have unreasonably small capital with which to conduct its future business; (c) Seller will have assets (calculated at fair market value) that exceed its liabilities; and (d) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms and well as all other obligations of Seller.

Section 8.15 No Untrue Statements. To Haley's knowledge, this Agreement, and any certificate, Schedule, or other instrument or list or information required to be furnished by Seller pursuant to this Agreement, do not contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in

light of the circumstances under which they were made, not misleading. Except as specifically set forth in this Agreement or the schedules hereto, there are no facts or circumstances of which Seller is aware that could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business taken as a whole.

ARTICLE 9.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PURCHASER

Purchaser hereby represents and warrants to Seller that each of the following representations and warranties contained in this Article 9 is true and correct:

Section 9.1 Organization and Authority.

(a) Purchaser is an Alabama limited liability company duly formed, validly existing and in good standing under the laws of the State of Alabama, and it has the requisite corporate power and authority to execute and deliver this Agreement and the other agreements, documents and instruments contemplated hereby to which Purchaser is a party and to perform Purchaser's obligations hereunder and thereunder, and such execution, delivery and performance by Purchaser have been duly and validly authorized by all requisite corporate action on the part of Purchaser, its members and manager(s) (if applicable).

(b) The undersigned signatory has all necessary legal capacity to execute and deliver this Agreement on behalf of Purchaser.

Section 9.2 No Conflict. The execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby to which Purchaser is a party by Purchaser will not result in any violation of or be in conflict with (a) any Legal Requirement applicable to Purchaser or (b) the certificate of formation, limited liability company agreement, or other organizational or constituent documents of Purchaser.

Section 9.3 Validity and Enforceability. This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which Purchaser is a party shall be when executed and delivered by Purchaser, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, the valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

Section 9.4 Brokers. This Agreement was not induced or procured through any person or entity acting as a broker or finder by or on behalf of Purchaser.

Section 9.5 No Untrue Statements. Neither this Agreement, nor any certificate, or other instrument or list or information required to be furnished by Purchaser pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

ARTICLE 10.

SURVIVAL; INDEMNIFICATION

Section 10.1 Survival of Seller/Haley Representation. All representations, warranties, agreements and covenants of Seller and/or Haley in this Agreement shall survive the Closing and shall continue in full force and effect for the benefit of Purchaser in accordance with the terms thereof notwithstanding any investigation conducted by Purchaser prior to the Closing; provided, that: (a) the representations and warranties in Section 8.1 and 8.1 (Organization and Authority), Section 7.3 and 8.3 (Validity and Enforceability), Section 7.4 and 8.4 (Title to Assets; Sufficiency of Assets), and Section 7.8 and 8.8 (Intellectual Property) shall survive indefinitely; (b) the representations and warranties contained in Section 7.10 and 8.10 (No Undisclosed Liabilities) and Section 8.11 and 8.11 (General Tax Matters) shall terminate on the date that is three (3) years after the Closing Date or, if later, at such time as all statutes of limitations applicable to any action that could be commenced by any governmental or regulatory authority or any other third party with respect to the subject matter thereof have expired; and (c) each other representation and warranty contained in Article 7 and 8 hereof shall terminate on the date that is two (2) years after the Closing Date. Except in the case of fraud, no Purchaser Indemnitee (as defined in Section 10.3) shall be entitled to indemnification under this Article 10 with respect to the breach of any representation or warranty set forth in Article 7 and 8 unless the Purchaser Indemnitee provides notice of an indemnity claim prior to the termination period for such representation or warranty as set forth in this paragraph ("Termination"); provided, however, that if notice of any indemnity claim has been provided prior to the Termination of such representation or warranty (whether or not formal legal action shall have commenced based upon such claim), such representation and warranty that is the subject matter of the indemnity claim shall not expire with respect to the matter that is the subject of the indemnity claim, but rather shall remain in full force and effect until such time as the Purchaser Indemnitee's indemnity claim has been resolved.

Section 10.2 Survival of Purchaser Representation. All representations, warranties, agreements and covenants of Purchaser in this Agreement shall survive the Closing and shall continue in full force and effect for the benefit of Seller in accordance with the terms thereof notwithstanding any investigation conducted by Seller prior to the Closing; provided, however, that (a) the representations and warranties in Section 9.1 (Organization and Authority) and Section 9.3 (Validity and Enforceability) shall survive indefinitely; and (b) each other representation and warranty contained in Article 9 hereof shall terminate on the date that is two (2) years after the Closing Date. Except in the case of fraud, no Seller Indemnitee (as defined in Section 10.4) shall be entitled to indemnification under this Article 10 with respect to the breach of any such representation or warranty unless such Seller Indemnitee provides notice of an indemnity claim prior to the Termination of such representation or warranty; provided, however, that if notice of any indemnity claim has been provided prior to the Termination of such representation or warranty (whether or not formal legal action shall have commenced based upon such claim), such representation and warranty that is the subject matter of the indemnity claim shall not expire with respect to the matter that is the subject of the indemnity claim, but rather shall remain in full force and effect until such time as Seller Indemnitee's indemnity claim has been resolved.

Section 10.3 Indemnity by Seller. Seller and Haley, but specifically excluding any individual member of Seller other than Haley, shall indemnify and hold harmless Purchaser, its officers, members, managers, employees, representatives and agents, and their affiliates, successors and assigns (collectively, the “Purchaser Indemnitees”) from and against any damages, disbursements, losses, penalties, fines, interest, deficiencies, assessments, liabilities, actions, claims, audits, demands, proceedings, suits, assessments, adjustments, judgments, costs, and expenses (including, but not limited to, reasonable legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement) (collectively, “Damages”) suffered by any Purchaser Indemnitee, arising from or in connection with:

(a) the inaccuracy or misrepresentation in or breach of any of the representations or warranties made by Seller or Haley in Article 7 or 8, respectively, hereof or any schedule thereto or in any certificate or other agreement or document delivered by Seller or Haley (or any representative thereof) pursuant to this Agreement;

(b) the breach of any provision, covenant or agreement of Seller or Haley contained in any Article of this Agreement other than Article 7 or 8, or contained in any certificate or other agreement or document delivered by Seller or Haley (or any representative thereof) pursuant to this Agreement;

(c) any claim, demand, proceeding or suit arising out of or related to the operation or ownership of the Business or the Purchased Assets prior to Closing (including, without limitation, any claim, demand, proceeding or suit related to the actual or alleged acts or omissions of Seller or any agent or representative thereof);

(d) any claim, demand, proceeding or suit filed by any creditor of Seller against Purchaser;

(e) any claim, demand, proceeding or suit filed by any customer of Seller against Purchaser relating to any event, occurrence, matter, action or inaction, whether prior to or following the Closing, other than claims, demands, proceedings or suits brought by a customer against Purchaser arising solely out of Purchaser’s obligations to such customer pursuant to an agreement that may be entered into by and between Purchaser and such customer following the Closing;

(f) any liability related to Seller’s failure to pay any taxes due and payable from Seller, including, without limitation, sales and use taxes, payroll taxes and unemployment taxes; or

(g) any Excluded Liability.

Section 10.4 Indemnity by Purchaser. Purchaser shall indemnify and hold harmless Seller and its respective officers, directors, members (other than Haley), owners, managers, employees, representatives and agents, and their affiliates, successors and assigns (the “Seller Indemnitees”) from and against any Damages suffered by any Seller Indemnitee, arising from or in connection with:

(a) the inaccuracy or misrepresentation in or breach of any of the representations or warranties made by Purchaser in Article 9 hereof or any schedule thereto; or

(b) the breach of any provision, covenant or agreement of Purchaser contained in any Article of this Agreement other than Article 9, or contained in any certificate or other agreement or document delivered by Purchaser (or any representative thereof) pursuant to this Agreement;

(c) any claim, demand, proceeding or suit arising out of or related to the operation or ownership of the Business or the Purchased Assets after Closing (including, without limitation, any claim, demand, proceeding or suit related to the actual or alleged acts or omissions of Purchaser or any agent or representative thereof);

(d) any claim, demand, proceeding or suit filed by any creditor of Purchaser against Seller;

(e) any claim, demand, proceeding or suit filed by any customer of Purchaser against Seller relating to any event, occurrence, matter, action or inaction, whether after or prior to Closing, other than claims, demands, proceedings or suits brought by a customer against Seller arising out of Seller's obligations to such customer pursuant to an agreement that may be entered into by and between Seller and such customer and related to Seller's operation of the Business; and

(f) any liability related to Purchaser's failure to pay any taxes due and payable from Purchaser, including, without limitation, sales and use taxes, payroll taxes and unemployment taxes.

Section 10.5 Procedure for Indemnification.

(a) Notice. Upon obtaining knowledge thereof, the indemnified party (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") in writing of the assertion of an indemnification claim (the "Indemnification Claim") with respect to which indemnity may be sought hereunder. Notwithstanding anything to the contrary in this Section 10.5, a failure to provide any required notice shall not prejudice any right to indemnification under this Agreement except to the extent that the Indemnitor is prejudiced by such failure.

(b) Third Party Claims. Should any Indemnification Claim relating to a claim, demand, proceeding or suit by a third party arise against the Indemnitee, the Indemnitor shall be entitled to assume and control the defense of such claim, demand, proceeding or suit at its expense and through counsel of its choice, subject to the approval of the Indemnitee, with such approval not to be unreasonably withheld or delayed, if it gives notice of its intention to do so to the Indemnitee within twenty (20) days of the receipt of notice of such claim, demand, proceeding or suit from the Indemnitee; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnitee, in its reasonable discretion, for the same counsel to represent both the Indemnitee and the Indemnitor, then the Indemnitee shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnitee determines counsel is required, at the expense of the Indemnitor. In the event that the Indemnitor exercises the right to undertake any such defense against any such claims, demand, proceeding or suit as provided above, the Indemnitee shall

cooperate with the Indemnitor in such defense and make available to the Indemnitor, at the expense of the Indemnitor, all witnesses, pertinent records, materials and information in the Indemnitor's possession, or under the Indemnitor's control relating thereto as are reasonably required by the Indemnitor. Similarly, in the event the Indemnitor is, directly or indirectly, conducting the defense against any such claim, demand, proceeding or suit, at the expense of the Indemnitor, the Indemnitor shall cooperate with the Indemnitor in such defense and make available to the Indemnitor, at the expense of the Indemnitor, all such witnesses, records, materials and information in the Indemnitor's possession or under the Indemnitor's control relating thereto as are reasonably required by the Indemnitor. No such claim, demand, proceeding or suit may be settled by any party conducting the defense against such claim without the prior written consent of the other party unless the other party and its Affiliates are released in full in connection with such settlement.

(c) Other Claims. With respect to claims or demands other than third party claims or demands, the Indemnitor shall promptly notify the Indemnitor of any such claim or demand against the Indemnitor and of the Indemnitor's demand for indemnification hereunder. The Indemnitor shall then promptly pay (and, in any event, within twenty (20) days after the date of such notice) to the Indemnitor the amount of the Indemnitor's claim or demand, if undisputed. In the event that the Indemnitor shall dispute such claim or demand or any portion thereof, the Indemnitor shall notify the Indemnitor in writing within twenty (20) days after the date of the notice from Indemnitor specifying in detail the portion of such claim or demand (if less than all) which is disputed and the facts relied upon by the Indemnitor as a basis for such dispute. In the event of a dispute regarding a claim pursuant to this Section 10.5(c), Seller and Purchaser shall first attempt to negotiate in good faith a written resolution of such disputed claim within a period not to exceed fifteen (15) days from the date of delivery of a notice of a claim dispute before resolving such dispute by litigation.

(d) Payment. Upon the determination of the amount of an indemnification claim, whether by agreement between the parties, a litigation award or otherwise, Indemnitor shall pay the amount of the Damages reflected in such indemnification claim within fifteen (15) days of the date such amount is determined. The parties agree that any indemnification payments made pursuant to this Agreement shall be treated for tax purposes as an adjustment to the Purchase Price.

Section 10.6 Non-Exclusive Remedy. This Article 10 shall not be construed to limit or to otherwise restrict any other right, remedy or cause of action Purchaser may have hereunder or otherwise.

ARTICLE 11.

MISCELLANEOUS

Section 11.1 Non-Disparagement. Seller and Purchaser on their own behalf and on the behalf of their owners, members, managers, officers, directors, agents and employees, covenant and agree that from the date this Agreement is signed they shall refrain from making any derogatory, disparaging, or negative comments or remarks regarding the other party, the other party's management of the Business or the Purchased Assets, or any issue pertaining to the other party or this Agreement whatsoever.

Section 11.2 Non-Competition and Non-Solicitation. Seller agrees that for a period of three (3) years from the Closing, Seller will not and will not allow its officers, owners, members (excluding Haley), or shareholders to engage in a similar or competitive line of business to the Business, nor engage in the business of selling sports-related safety masks of any kind, nor will Seller or its officers, owners, members (excluding Haley) or shareholders act, during this same period, directly or otherwise as principal, advisor, agent or otherwise in any business in competition with the Business. Seller also agrees that neither Seller nor its officers (excluding Haley) will, for a period of five (5) years after Closing, solicit similar or competitive business from any customer of the Business as of the date of Closing, contact any of Purchaser's customers or prospective customers with whom Seller has had contact while operating the Business in an attempt to solicit similar or competitive business to that of the Business, whether such customer(s) are domestic or international, nor attempt to induce any employee of Purchaser to leave or join Seller in soliciting similar or competing business to the Business from any customer or client of Purchaser during such period. It is also agreed that any breach of this Section shall entitle Purchaser, in addition to any other remedies available to it, to enjoin any violation of this Section and to recover all costs of enforcing this Section, including reasonable attorneys' fees.

Section 11.3 Notices. Unless otherwise notified in writing to the contrary, any notice required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered to the following addresses in the manner specified below:

If to the Purchaser to:

Rodney Haley
3260 Verdure Drive
Hoover, Alabama 35226

With a copy, which shall not constitute notice, to:

John W. Clark IV
Bainbridge, Mims, Rogers & Smith, LLP
Post Office Box 530886
Birmingham, Alabama 35223

If to Seller:

Wendy and Jeffery Hopping
4781 Red Leaf Circle
Hoover, Alabama 35226

Babs and Billy Petelos
921 Persimmon Place
Birmingham, Alabama 35226

Sue and Clyde Wills
917 Haviland Drive
Birmingham, Alabama 35216

With a copy, which shall not constitute notice, to:

Terry McElheny
Dominick Feld Hyde, P.C.

1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205

or at such other address as may have been furnished by such person in writing to the other parties. Any such notice, demand or communication shall be deemed given (a) on the date given, if delivered in person or otherwise actually delivered, (b) on the date delivered, if given by overnight delivery service, or (c) upon receipt or proof of refusal of receipt, if given by registered or certified mail, return receipt requested. Any notice given under this Agreement shall refer to this Agreement, including the specific section under which notice is being given.

Section 11.4 Severability; Waiver. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is invalid, the remainder of this Agreement, and the application of each provision, clause or part under other circumstances, shall not be affected thereby. The failure of any party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement, shall not be construed as a

waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition.

Section 11.5 Jurisdiction. Except as otherwise provided in Section 9.5(c), the parties agree that any dispute or disagreement which may arise under or pursuant to this Agreement or the transactions contemplated hereby shall be subject to arbitration as set forth in Section 10.6, below. In the event any dispute is unable to be arbitrated for any reason, then any such dispute shall be filed and prosecuted solely and exclusively in the Birmingham Division of the Jefferson County Circuit Court of the State of Alabama or the United States District Court for the Northern District of Alabama (if it has jurisdiction), and each party hereby waives any defense as to the lack or convenience of venue or jurisdiction in such courts. For such purpose, the parties hereto hereby irrevocably submit and consent to the exclusive jurisdiction of such courts, and agree that all claims in respect of this Agreement may be heard and determined in such courts. The parties hereto hereby irrevocably agree that a judgment of any of the courts specified above in any action or proceeding relating to this Agreement referred to herein may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 11.6 Jury Waiver. **THE PARTIES HERETO, INCLUDING THEIR MEMBERS, AGENTS, AND/OR EMPLOYEES, DESIRE THAT ANY DISPUTES WHICH MAY ARISE UNDER OR RELATE TO, IN ANY WAY, THIS AGREEMENT, PURCHASER OR SELLER BE RESOLVED BY A JUDGE, RATHER THAN UNDERTAKING THE TIME AND EXPENSE OF A JURY TRIAL. ACCORDINGLY, THE PURCHASER AND SELLER, ALONG WITH THEIR MEMBERS, AGENTS AND/OR EMPLOYEES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT AND THE TERMS SET FORTH HEREIN, OR THE RELATIONSHIP ESTABLISHED BETWEEN THE PARTIES IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT, EXPRESSLY INCLUDING BOTH CONTRACTUAL AND TORT CLAIMS.**

Section 11.7 Confidentiality. Purchaser and Seller agree to keep all information relating to this Agreement, the negotiations arising from this Agreement, and any information relating to the Business or the business of either party strictly confidential. Neither party shall use or disclose such information without the prior written consent of the other party.

Section 11.8 Entire Agreement and Amendment. This Agreement and the schedules and exhibits attached hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by an officer of Purchaser and an officer of Seller.

Section 11.9 Successors and Assigns; No Third Party Beneficiaries. This Agreement may not be assigned by Seller without the prior written consent of Purchaser. This Agreement may not be assigned by Purchaser without the prior written consent of Seller; provided, however, that (a) this Agreement may be assigned by Purchaser to any of its affiliates without such consent and (b) the rights and remedies of Purchaser under this Agreement may be assigned to any party that acquires all or substantially all of the Business from Purchaser or its affiliate without such consent. Any such assignment by Purchaser shall not relieve Purchaser of any of its obligations to Seller hereunder,

including, without limitation, Purchaser's indemnification obligation. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto, and their respective successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

Section 11.10 Counterparts. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The transmission of an electronic facsimile of any original signed counterpart of this Agreement (or any amendment hereto or any other document delivered pursuant hereto) shall be treated for all purposes as the delivery of an original signed counterpart.

Section 11.11 Headings. The headings of Articles and Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 11.12 Incorporation of Schedules; Interpretation. This Agreement shall be deemed to have incorporated by reference all of the schedules and exhibits referred to herein to the same extent as if such schedules and exhibits were fully set forth herein. Each reference herein to "the Agreement" or "this Agreement" shall be construed to include each such schedule and exhibit.

Section 11.13 Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, without regard to its conflicts of laws principles that would require the application of the laws of any other state.

Section 11.14 Time. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

Section 11.15 Joint Draftsmanship and Judgment. The parties have freely negotiated this Agreement between them, and neither party shall be subject to any presumption against it by virtue of that party or its counsel having been given responsibility for drafting the Agreement. In entering into this Agreement, the parties have relied only upon their own independent judgment as to the rights and obligations of this Agreement, and each has had a reasonable opportunity to seek the advice of its own attorney(s).

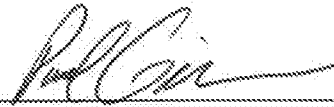
[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, Seller and Purchaser have each executed this Asset Purchase Agreement as of the date first set forth above.

Purchaser:

MAKO SPORTS, LLC



By: Paul Gilbert

As its: Manager

Seller:

SPORTSHIELDS, LLC

By: _____

As its: _____

ACKNOWLEDGED BY:

RODNEY HALEY, Member

ALYSON HALEY, Member

JEFFERY HOPPING, Member

WENDY HOPPING, Member

BILLY PETELOS, Member

BABS PETELOS, Member

CLYDE WILLS, Member

SUE WILLS, Member

SIGNATURE PAGE OF SELLER AND ACKNOWLEDGEMENT OF MEMBERS

Seller:
SPORTSHIELDS, LLC

By: Wendy Hopping
As its: seed license

ACKNOWLEDGED BY:

RODNEY HALEY, Member

Jeffrey Hopping
JEFFREY HOPPING, Member
JEFFREY Hopping

Billy Petelos
BILLY PETELOS, Member

Clyde Wills
CLYDE WILLS, Member

ALYSON HALEY, Member

Wendy Hopping
WENDY HOPPING, Member

Babs Petelos
BABS PETELOS, Member

Sue Wills
SUE WILLS, Member

[SIGNATURES TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, Seller and Purchaser have each executed this Asset Purchase Agreement as of the date first set forth above.

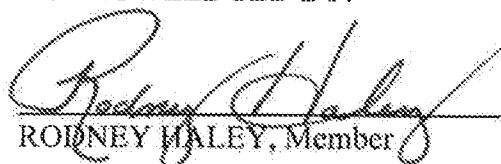
Purchaser:
MAKO SPORTS, LLC

By: Paul Gilbert
As its: Manager

Seller:
SPORTSHIELDS, LLC

By: _____
As its: _____

ACKNOWLEDGED BY:


RODNEY HALEY, Member


ALYSON HALEY, Member

JEFFERY HOPPING, Member

WENDY HOPPING, Member

BILLY PETELOS, Member

BABS PETELOS, Member

CLYDE WILLS, Member

SUE WILLS, Member