

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAURA BROWN	11/08/2021
RECEIVING PARTY DATA	
Name:	KENNY BRIGHTMAN
Street Address:	35 SOUTHMOOR CIRCLE NE
City:	KETTERING
State/Country:	OHIO
Postal Code:	45429
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7735864
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>	
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NAME OF SUBMITTER:	LAURA BROWN
SIGNATURE:	/laurabrown/
DATE SIGNED:	11/10/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 47	
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ASSET PURCHASE AGREEMENT

among

LDB AUTO PERFORMANCE, INC. as SELLER

FNT, LLC as BUYER

and

LAURA BROWN, as SELLER SHAREHOLDER

Dated as of October __, 2021

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of October __, 2021 (the "**Agreement Date**"), is entered into by and among Laura Brown ("**Seller Shareholder**") and LDB Auto Performance, Inc., an Ohio corporation ("**LDB**") (as to all, "**Seller**"), and FNT, LLC, an Ohio limited liability company ("**Buyer**"). As used herein, Buyer and Seller are each a "**Party**" and together the "**Parties**"; this Agreement together with all the documents to be delivered hereunder, including all the exhibits, schedules, and attachments hereto and thereto, are the "**Transaction Agreements**".

RECITALS

WHEREAS, Seller is engaged in the sale of products under the brand names "Tire Cradle," "Wheeze," and "Orange Aid" (the "**Brands**"), including the management and sale to distributors of products related to the Brands (the "**Products**"), sourcing of and manufacturing the products marketed and sold under the Brands, fulfillment of customer product orders related to the Brands, and management of inventory related to the Brands and other products (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and acquire from Seller, all rights, title, and interest of Seller to the Purchased Assets (as defined below), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets Related to the Business. Effective as of the Closing, and subject to the terms and conditions set forth herein, Seller will irrevocably sell, assign, transfer, and convey, and deliver to Buyer, and Buyer will purchase from Seller, all of Seller's right, title, and interest in the Purchased Assets, free and clear of any mortgages, pledges, liens, security interests, charges, conditional sales agreements, claims by any person of any kind, or any other encumbrance, whether known or unknown (collectively, "**Encumbrances**"), for the consideration specified in this Article I.

Section 1.02 Purchased Assets. As used in this Agreement, "**Purchased Assets**" shall mean the entire operating assets of the Business, including but not limited to:

- Transference of TireCradle trademark known as "Tire Cradle"¹;
- TireCradle two (2) cavity molds used for production²;
- Wheeze – five (5) cavity molds used for production;
- Orange Aid – US Patent #7735864³;
- Orange Aid – Four (4) cavity rim molds;

- One (1) cavity polyurethane mold for a busing wrench;
- TireCradle display banner;
- Transference of ownership of the following: TireCradle eCommerce Site; Wheelze wheels website; TireCradle Social Media Pages (Facebook, Instagram, Twitter), Wheelze Social Media Pages (known as LDB Auto Performance. The new owner changed site names later for Facebook and Instagram);
- Domain names:
- Remaining TireCradle and Wheelze inventory;
- Packaging materials used to ship inventory;
- Business customer list for TireCradles and Wheelze; and
- CRM on the TireCradle Website.

¹ Bentley Motors and Al Futtain Motors are both business customers. They own the molds for their branding on TireCradles. When the purchase is complete, they should still own their brand molds for Bentley TireCradles and All Futtain TireCradles.

² Bentley Motors and Al Futtain Motors are both business customers. They own the molds for their branding on TireCradles. When the purchase is complete, they should still own their brand molds for Bentley TireCradles and All Futtain TireCradles.

³ The Patent for Orange Aid has been transferred to Seller.

and, including all of the assets, properties, contractual rights, goodwill, going concern value, rights, and claims of Seller primarily relating to, used in, or held for use in connection with, the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, including, but not limited to, all contract rights in distributor agreements, manufacturing agreements for the Products, all inventory (to be not less than 15 units of TireCradle at closing), client/customer lists, prospect lists, files and records of client/customers, employee lists, and files and records of all employees, including personnel files, all Product molds, equipment, safety gear, fixtures, desks, furniture and furnishings, trademarks, tradenames, domain names, URLs, websites, phone and fax numbers, the goodwill connected with the Business and any other property or assets used in the operation of the Business, whether or not reflected on the books and records of Seller, other than the Excluded Assets (as defined herein), including each of the following assets to the extent primarily relating to, used in, or held for use in connection with, the Business:

(a) All right, title and interest in or relating to Seller's intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including: (i) patents and applications therefor, including continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof; (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names, trade styles, logos, and other source or business identifiers and general

intangibles of a like nature, including all product names sold, advertised, or associated with the Brands, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof; (iii) websites, domain names, URLs, social media accounts (e.g., Twitter, Facebook, Instagram) associated with the Brands or used in the Business (the “*Social Media Accounts*”), and any other digital or electronic accounts used in the conduct of the Business, including all email addresses, email accounts, and any GS1 accounts, prefixes, or barcodes associated with the Brands, along with all usernames, passwords, login credentials, and account information related to the foregoing (collectively, with the Social Media Accounts, the “*Purchased Brand Accounts*”); (iv) copyrights and mask work, database, and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof; (v) trade secrets and other proprietary confidential information; (vi) all Seller’s code (Seller website, software, any other relevant products), (vii) all information regarding customer relationships, customer, product and vendor data, any other contracts that leverage Seller’s information, and affiliate contracts, and (viii) other contracts granting any right relating to or under the foregoing (collectively, items (i) to (viii) above the “*Purchased Intellectual Property*”).;

(b) All rights of Seller under (i) agreements with current and former employees, advisors, independent contractors and consultants of Seller relating to such employees’ obligations of confidentiality, invention assignment, noncompetition and/or non-solicitation of service providers, customer and vendors, including Seller’s customary form of confidential information and invention assignment, and any rights under statutory or common law to similar effect; (ii) agreements pursuant to which any current or former vendor or supplier to Seller is or was obligated to assign to Seller rights to any inventions, copyrights, trademarks or other intellectual property, and any rights under statutory or common law to similar effect; (iii) nondisclosure agreements, confidential disclosure agreements, confidentiality agreements and other agreements of similar effect executed by Seller with third parties relating to the Business or any Purchased Assets; and (iv) contracts with vendors, suppliers, manufacturers, and contractors related to products sold by or services provided to Seller, to the extent such contracts are assignable, including all warranties, representations, and guarantees made by such parties for the benefit of Seller thereunder (the “*Purchased Contracts*”);

(c) All goodwill and other intangible assets associated with the Business, including the goodwill associated with the Purchased Intellectual Property; and

(d) Except to the extent relating to any Excluded Asset, all claims, counterclaims, causes of action, rights of recourse of Seller against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent to the extent relating to any Purchased Asset. Buyer’s rights include the right to file, prosecute, and maintain, and the right to seek equitable relief, sue, and recover damages for all past, present, and future infringement of all Purchased Intellectual Property specifically excluding and excepting any claims against Seller for its failure to pursue any such infringements.

Section 1.03 Excluded Assets. Notwithstanding the provisions of Section 1.02, for the avoidance of doubt, the sale of the Purchased Assets under this Agreement shall not include any of Seller’s other assets not related to the operation of the Business (the “*Excluded Assets*”), including: (i) vehicles, furniture, fixtures, computers, or other personal property, or leases for any

of the foregoing; (ii) prepaid taxes, tax refunds or rebates, or insurance premium refunds that pertain to any period after the Closing (as defined below); (iii) cash on hand and in bank accounts, except cash that is related to any purchase order for which fulfillment for that order does not remain with the Seller; (iv) accounts receivable if the Seller has already shipped or been invoiced by the manufacturer for a purchase order (made by a business customer) to the extent that the responsibility for fulfillment of any pertaining invoices to that order will remain with the Seller; (v) any corporate minute books, stock registers, accounting journals and all other books, records, memorandum and other journals relating to the maintenance of Seller as a corporate entity; (vi) all claims and rights of Seller under this Agreement or any Transaction Agreement and the transactions contemplated hereby or thereby; and (vii) all other assets, properties, rights, interests, other intangible rights, claims and causes of action arising out of or relating to the Excluded Assets or Retained Liabilities.

Section 1.04 Assumed Liabilities. As part of the consideration for the Purchased Assets, from and after the Closing, the Parties acknowledge and agree that the Buyer shall assume and agree to pay, perform and discharge the obligations of Seller which accrue after the Closing with respect to the liabilities set forth on SCHEDULE 1.04; (the “*Assumed Liabilities*”). Other than the Assumed Liabilities, Buyer is not assuming, and shall not be deemed to have assumed, any other liabilities or obligations of Seller of any kind or nature whatsoever (whether contractual, statutory or otherwise) (collectively, the “*Retained Liabilities*”). Other than the Assumed Liabilities, Seller will be responsible for all liabilities incurred in connection with the Purchased Assets prior to the Closing, and shall indemnify Buyer in accordance with Section 6.02 below related to any and all such liabilities, including specifically, any liabilities related to fulfillment of the purchase orders for which responsibility remains with the Seller after Closing. Buyer shall be responsible for all liabilities incurred in connection with the Purchased Assets after the Closing and arising from events that occur on or after the Closing and shall indemnify Seller in accordance with Section 6.03 below.

Section 1.05 Purchase Price.

- (a) Purchase Price. The purchase price for the Business will be \$130,000.
- (b) Closing Payment. At the Closing, the Purchase Price will be paid or retained as follows:
- i. \$123,500 (less the Escrow Amount) will be paid by Buyer directly to Seller in cash or by cashier’s check or certified check at Closing (the “*Closing Amount*”);
 - ii. Sunbelt Business Advisors will pay Seller the amount of \$1,000 which it holds in escrow (the “*Escrow Amount*”). See Acquisition of Business Closing Statement prepared by Sunbelt Business Advisors; and
 - iii. Buyer will deliver a promissory note (in the form attached as Exhibit A) in the principal amount of \$6,500 payable monthly beginning thirty (30) days after the completion of the transfer of the Purchased Intellectual Property (the “*Note Commencement Date*”), at an annual interest rate of 5%, to be amortized and fully paid in full within 60 months after the Note Commencement Date. The Promissory

Note shall be co-signed by Kenny Brightman. Additionally, the Promissory Note shall be assignable by Seller to Laura Brown and David Brown at any time.

Section 1.06 Tax Allocation. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the tax allocation listed on SCHEDULE 1.07 (the “*Tax Allocation*”). Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 1.07 Third Party Consents. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign any permit constituting a Purchased Asset if an attempted assignment thereof, without consent of a third party thereto, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer thereunder. Seller shall use its reasonable best efforts to obtain the consent(s) set forth on SCHEDULE 1.08 as promptly as possible (collectively, the “*Third Party Consents*”). If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, will act as Buyer’s agent for 90 days after the Agreement Date to obtain for Buyer the benefits thereunder, and Seller will cooperate, to the maximum extent permitted by law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 1.07 to the contrary, Buyer shall not be deemed to have waived its rights under Section 2.02 hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE II CLOSING

Section 2.01 Closing. Unless this Agreement is terminated pursuant to Article VII, the closing of the purchase and sale of the Purchased Assets and the other transactions contemplated by this Agreement (the “*Closing*”) on or before October __, 2021, or such other date as Buyer and Seller may agree upon in writing (the “*Closing Date*”). For purposes of this Agreement, the Closing shall be deemed to take effect at 12.01 am Eastern time on the Closing Date (the “*Effective Time*”), regardless of the actual time the Parties actually consummate the Closing.

Section 2.02 Closing Conditions.

(a) Conditions to Obligation of the Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement will be subject to there being no Government Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting the consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded after completion thereof. As used herein, “*Government Order*” means any writ, award, civil investigative demand, decision, injunction, decree, judgment, order, ruling, charge, subpoena, verdict, or other restriction or inquiry entered, issued, or made by any Governmental Authority (whether preliminary or final).

(b) Conditions to Obligation of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement will be subject to the fulfillment or waiver, at or before the Closing, of each of the following conditions:

(i) There will not have occurred any Material Adverse Effect. As used herein, "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated hereby on a timely basis, except for (x) changes in general economic, regulatory, financial or political conditions, (y) changes affecting Seller's industry generally or (z) changes in applicable law;

(ii) The representations and warranties of Seller will be true and correct in all material respects on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date);

(iii) Seller will have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by Seller on or before the Closing Date;

(iv) No Action will have been commenced against Buyer or Seller that could prevent the Closing;

(v) Seller will have delivered, or caused to have delivered, to Buyer each of the closing deliverables set forth in Section 2.03 (the "**Seller Closing Deliverables**").

(c) Conditions to Obligation of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement will be subject to the fulfillment or waiver, at or before the Closing, of each of the following conditions:

(i) Buyer will have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement and each of the other Buyer Transaction Documents to be performed or complied with by it before or on the Closing Date; and

(ii) Buyer will have delivered, or caused to have delivered, to Seller each of the closing deliverables set forth in Section 2.04 (the "**Buyer Closing Deliverables**").

Section 2.03 Seller Closing Deliverables. At the Closing, Seller will deliver to Buyer the following:

(a) A duly executed bill of sale in the form of EXHIBIT B hereto (the "**Bill of Sale**");

(b) A duly executed intellectual property assignment agreement in the form of EXHIBIT C hereto (the "**Intellectual Property Assignment Agreement**"), and duly executed assignment of the registrations and applications including the in Purchased Intellectual Property, if any, in a form reasonably acceptable to Buyer and suitable for recording in any relevant government office;

(c) A closing certificate of Seller in the form of EXHIBIT D hereto (the “*Seller Closing Certificate*”), dated the Closing Date and signed by the Seller Shareholders and Seller, certifying that (A) attached thereto is a true and complete copy of each of the organizational documents of Seller, including certificate of formation of Seller as filed with the State of Ohio and regulations and by-laws of the Seller, (B) attached thereto is a certificate of good standing of Seller, issued by the Secretary of State of the State of Ohio as of a date which is no more than five Business Days before the Closing Date, and (C) each of the conditions set forth in Section 2.02(b) have been satisfied.

(d) Any Third Party Consents set forth on SCHEDULE 1.08;

Section 2.04 Buyer Closing Deliverables. At the Closing, Buyer will deliver to Seller the following:

- (a) A duly executed Bill of Sale;
- (b) An executed Promissory Note;
- (b) A duly executed Intellectual Property Assignment Agreement; and
- (c) The Closing Amount, paid pursuant to Section 1.05.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that, except as set forth on the disclosure schedule set forth on hereto (the “*Disclosure Schedule*”), which exceptions shall be deemed to be part of the representations and warranties made hereunder, the statements contained in this Article III are true and correct on and as of the Agreement Date and the Closing Date. For purposes of this Article III, “Seller’s knowledge”, “knowledge of Seller” and any similar phrases shall mean the actual knowledge or constructive knowledge of Seller Member, after due inquiry.

Section 3.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. Seller has full corporate power and authority to own and operate the assets now owned and operated by it and to carry on the Business as currently conducted. Schedule 3.01 of the Disclosure Schedule sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 3.02 Authority of Seller; Enforceability. Seller has corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite shareholder and director actions on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due

authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, operating agreement, or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrances on the Purchased Assets. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any Governmental Authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. As used herein, "**Governmental Authority**" means any court, arbitrator, tribunal of competent jurisdiction, or other foreign, federal, state, or local court, arbitrator, or other foreign, federal, state, or local governmental, regulatory, or other administrative body, authority, department, commission, board, bureau, agency, or instrumentality.

Section 3.04 Ownership and Sufficiency of Assets. Other than as expressly set forth herein, Seller has good and marketable title to the Purchased Assets, free and clear of all Encumbrances. There are no securities filings under the Uniform Commercial Code (UCC) or comparable international agency with respect to the Purchased Assets, and Seller has satisfied all liabilities and obligations relating to the Purchased Assets that have been subject of any such security filings prior to Closing. None of the Purchased Assets are subject to any commitment or other arrangement for their sale or use by Seller or third parties. Except for generic business infrastructure used to conduct the operation of the Business, the Purchased Assets constitute all of the assets necessary and sufficient for the operation of the Business and are in good and marketable condition.

Section 3.05 Condition of Assets. The tangible personal property included in the Purchased Assets is in good condition and is adequate for the uses to which it is being put, and none of such tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 3.06 Inventory. All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.07 Intellectual Property.

(a) "**Intellectual Property**" means any and all of the following, registered or unregistered, in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by

the foregoing; (ii) works of authorship, including software, including all copyrights therein and applications and registrations related to the foregoing; (iii) trade secrets and know-how; (iv) patents and patent applications, inventions and methods; (v) websites and internet domain name registrations; (vi) publicity rights and rights of personality; and (vii) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing) specifically excluding and excepting any claims against Seller for its failure to pursue any such infringements.

(b) Seller owns or has adequate, valid and enforceable rights to use, possess, reproduce, make, or have made, modify, prepare derivative works of, display, market, perform, publish, transmit, broadcast, sell, license, sublicense, distribute, or otherwise exploit all of the Purchased Intellectual Property, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order, or decree restricting the use of the Purchased Assets, or restricting the licensing thereof to any person or entity. With respect to the Purchased Intellectual Property listed on Annex 1 of the Intellectual Property Assignment Agreement, (i) all such Purchased Intellectual Property is valid, subsisting and in full force and effect and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof.

(c) Seller's prior and current use of the Purchased Intellectual Property has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity. There are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased Intellectual Property. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased Intellectual Property. Neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

(d) Seller has not assigned or granted any exclusive rights in any Purchased Intellectual Property to any third party.

(e) Seller has taken commercially reasonable steps to obtain, maintain, and protect the Purchased Intellectual Property, including requiring each employee, consultant, and independent contractor who or that has contributed in any way to the Purchased Intellectual Property to execute a written agreement that assigns to Seller all rights, title, and interest in and to the Purchased Intellectual Property and any inventions, improvements, discoveries, information, and other know-how relating to the Brands.

Section 3.08 Compliance with Laws. Seller has complied, and is now complying, with all applicable federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements of any applicable jurisdiction, and orders of any governmental or regulatory authority, applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including all such laws related to information security and data privacy, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("**Proposition 65**"), the Consumer Product Safety Act of 1972 (as amended by the Consumer Product Safety Improvement Act of 2008), the Fair Packaging and Labeling Act, and any amendments thereto, and all applicable rules and regulations of any federal, state, or local agency.

Section 3.09 Legal Proceedings. There is no Action of any nature pending or threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action. As used herein, "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

Section 3.10 Seller Broker. Any fee or other payment due to Sunbelt Business Advisors is solely the responsibility of Seller. No other broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 3.11 Taxes. All required taxes and fees related to the Purchased Assets have been paid when due, and no deficiencies for any taxes have been proposed, asserted or assessed against Seller and no requests for waivers of the time to assess any such taxes have been granted or are pending. In addition, there are no claims, Actions, suits, proceedings, judgments, orders, or investigations (including actions for property damages) pending or threatened against Seller that would diminish the value of, or otherwise impair the operation and maintenance of the Brand or the Purchased Assets.

Section 3.12 Financial Statements. All financial statements that have been provided to Buyer are true, correct, complete, and fairly represent in all material respects the financial condition of Seller's Business concerning the Purchased Assets for the periods reflected therein. Seller represents and warrants that Seller has disclosed any and all known liabilities to Buyer, fixed or contingent.

Section 3.13 Due Diligence Representations and Warranties. In an effort to expedite the due diligence process for both Buyer and Seller, the Parties agree that Buyer may rely on all the written disclosures and representations made by Seller in this Agreement and the Disclosure Schedule in lieu of independently investigating the veracity of certain facts or claims that may have been otherwise discoverable by Buyer, had Buyer chosen not to rely on such representations made by Seller. Seller hereby acknowledges that: (i) Buyer's ability to rely on Seller's written disclosures and representations as set forth in this Article III and the Disclosure Schedule, or Seller's other written statements in the course of the due diligence process, to expedite the consummation of the transactions contemplated in this Agreement is a mutual benefit to both Buyer and Seller; (ii) such disclosures or statements by Seller may be relied upon by Buyer; and (iii) any material inaccuracies of such disclosures or representations shall be subject to the indemnification provisions in this Agreement, even if the veracity of such statements could have been determined by Buyer through any other means.

Section 3.14 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement made during due diligence, or otherwise contained in the exhibits or schedules to this Agreement, or any certificate or other document furnished or to be furnished by Seller to Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state

a material fact necessary to make the statements contained therein not misleading, in light of the circumstances in which they are made.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the Agreement Date and the Closing Date.

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

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, operating agreement, or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any Governmental Authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Performance of Transition Services. For 90 days following the Closing (the "*Transition Period*"), Seller agrees to provide ongoing services to Buyer to transition the operation of the Business to Buyer, including the following: (i) consulting regularly with Buyer via telephone, videoconference, and email regarding Buyer's questions regarding the Business or the Purchased Assets, as reasonably requested by Buyer, (ii) forwarding correspondence, customer service emails, telephone calls, and payment, if any, received in connection with the Business or the Purchased Assets to Buyer; (iii) assisting with any website related issues, including issues relating to the Social Media Accounts, (iv) communicating the transition of the Business, at

Buyer's direction, to all warehouses where inventory is held; (v) redirecting of all incoming shipments of inventory to a destination designated by Buyer, within seven days of the Closing Date; and (vi) communicating the transition of the Business to all marketing agencies and other third partners, subject to the prior coordination and review of such communications by Buyer. Seller agrees to pay to have all inventory shipped to Buyer's location within 7 days after closing.

Section 5.02 Sales; Accounts Receivable. The Parties agree that any sales, accounts receivable, or pending sales accrued after the Closing belong to Buyer, and any sales, accounts receivable or pending sales before the Closing belong to Seller; *provided, however*, that the Parties understand and acknowledge that Buyer shall not be obligated to make any collection actions whatsoever regarding sales or account receivables belonging to Seller. Seller will remit to Buyer any amounts collected by Seller after the Closing with respect to Purchased Assets.

Section 5.03 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; *provided, however* that Seller agrees: (i) to pay and discharge when due, or to contest or litigate all claims of creditors which are asserted against Buyer or the Purchased Assets by reason of such noncompliance; (ii) to indemnify, defend, and hold harmless Buyer from and against any and all claims in the manner provided in this Agreement, and (iii) to take promptly all necessary action to remove any Encumbrances that is placed on the Purchased Assets by reason of such noncompliance.

Section 5.04 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and timely paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.05 Further Assurances. At any time or from time to time after the Closing, at either Party's request, without further consideration, the other Party shall execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation and provide such other reasonable assistance and cooperation as may be reasonably requested by such Party in order more effectively to transfer, convey, and assign to Buyer all of the Purchased Assets and to put Buyer in actual possession and operating control of the Purchased Assets. Such assistance and cooperation includes transfer of all website domains, website hosting agreements, database access passwords and procedures, administrative login information, software and software as a service (SaaS) access passwords and procedures, logins and accounts for marketplaces and email marketing platforms, full access to all other electronic assets being acquired, transfer of proprietary rights, and introductions to customers, users, vendors, industry experts and other individuals and entities related to the conduct of the Business.

Section 5.06 Non-Competition; Non-Solicitation. As an inducement for Buyer to enter into this Agreement and to undertake the obligations set forth therein, each of Seller and Seller Shareholders (including David Brown) (each a "*Restricted Party*" and together, the "*Restricted Parties*") agrees that:

(a) Beginning on the Closing Date and ending five years after the Closing Date (the “**Restricted Period**”), each Restricted Party agrees that each such Restricted Party shall not, and shall not permit any affiliate thereof: (i) directly or indirectly, either alone or in association with any other person or entity, own or hold any interest in, manage, operate, control, consult with, render services for, or in any manner participate in the business of manufacturing or selling (including sourcing, distributing and wholesaling) any products in the auto parts or automotive accessories category (“**Restricted Products**”), whether directly or derivatively, either as a member, manager, general or limited partner, proprietor, shareholder, officer, director, agent, employee, consultant, trustee, affiliate or otherwise to market, solicit or otherwise engage in any business in connection with Restricted Products, anywhere within the Restricted Territory (as defined below), without the prior written consent of Buyer; (ii) acquire, own, manage, operate, join, control, or participate in the ownership, management, operation or control of, consult with or perform financial or other services for, lend money or capital to, invest capital in, or be connected in any manner with, including without limitation, as a member, shareholder, partner or through equity ownership in, any person or entity that markets, solicits or otherwise engages in the sale of Restricted Products or any aspect thereof anywhere within the Restricted Territory (as defined below); (iii) market, solicit or otherwise engage in any business transaction with any actual or potential customer or vendor of Buyer or any affiliate thereof that relates to the Restricted Products; (iv) cause or attempt to cause any employee, agent or contractor of Buyer or any affiliate thereof to terminate their employment, agency or contractor relationship with Buyer or any affiliate thereof; (v) cause or attempt to cause, in any manner, any person or entity or entity to cease business with, or referring customers or vendors to, Buyer or any affiliate thereof; or (vi) solicit any factory, supplier, or manufacturer used by the Restricted Party at any time in connection with the Brands or any other brand or product name associated with Seller, currently or previously, to produce any product, whether or not covered by this Agreement, for Seller or its affiliates; (vii) use or encourage any other party to use any related backend or other search related keywords with respect to the Products or any other related keywords in pay-per-click, ad-words, website or other online marketing, with the intent to cause any products that are sold by Restricted Party, not covered by this Agreement, but nonetheless have the potential to be seen as products with branding or marketing as Restricted Products or a related dual-use, to be displayed or marketed for dual use to any person seeking these types of products. As used in this Section 5.06, the “**Restricted Territory**” means: Anywhere in the world and for the avoidance of doubt particularly includes any website or business accessible in a number of countries including, without limitation, through Amazon, eBay, Shopify, Walmart, Jet, WordPress, Etsy, or other similar ecommerce platform or national or multi-national online marketplace anywhere in the world.

(b) Notwithstanding anything to the contrary herein, nothing herein shall prohibit any Restricted Party from being a passive owner of not more than two percent (2%) of the outstanding securities of any publicly traded company engaged in selling Restricted Products.

(c) In the event of a violation of this Section 5.06 by any Restricted Party, the Restricted Period shall be tolled effective as of the date of the first violation whether known or unknown by Buyer and shall commence to run only upon the earlier of: (i) the date that such Restricted Party ceases violating such provision, or (ii) upon grant of relief to Buyer by a court of competent jurisdiction for all damages incurred, whether equitable or at law, with the term of the Restricted Period, solely as it relates to such provision, reduced only by the time between the commencement of the Restricted Period, solely as it relates to such provision, and the first violation

of such provision by the Restricted Party; *provided*, that if a court of competent jurisdiction determines that the Restricted Party did not violate any covenants, then the Restricted Period shall be deemed to have run continuously from the time of the first tolling as if no violation had been alleged.

(d) Each Restricted Party acknowledges and agrees that: (i) the Restricted Party's decision to enter into this Agreement was freely entered into, the transactions contemplated hereby are arms-length transactions between sophisticated parties, and no undue pressure was exerted upon the Restricted Party to enter into this Agreement or the transactions contemplated thereby, and the Restricted Party had full and fair opportunity to consider the terms of this Agreement and the transactions contemplated hereby before entering into this Agreement; (ii) the Restricted Party is directly or indirectly selling the Purchased Assets and will receive substantial consideration as a result of such sale pursuant to this Agreement; (iii) the restrictive covenants set forth in this Section 5.06 are reasonable and necessary to protect the legitimate business interests of Buyer, including the goodwill of Seller, which Buyer considers to be a valuable asset, acquired in connection with the purchase of the Purchased Assets pursuant to the terms of the Asset Purchase Agreement, and the restrictive covenants set forth in this Section 5.06 are a condition to Buyer's purchase of the Purchased Assets, and such covenants are being entered into as part consideration for, and ancillary to, Buyer's purchase of the Purchased Assets; (iv) Buyer will not agree to purchase the Purchased Assets unless each Restricted Party agrees to enter into the restrictive covenants set forth in this Agreement, and each Restricted Party's agreement to do so is a primary basis of the transactions contemplated by this Agreement, and Buyer would not purchase the Purchased Assets if any of the Restricted Parties were free to begin competing against Buyer after the Closing Date; improper competition by a Restricted Party (or any entity controlled or assisted by a Restricted Party), will directly result in damage to Buyer and Buyer's business, properties, assets, and goodwill; (v) the scope of the Restricted Territory and the duration of the Restricted Period in this Agreement is reasonable; (vi) improper solicitation of actual or potential customers or vendors by a Restricted Party (or any entity controlled or assisted by a Restricted Party), will directly result in damage to Buyer and Buyer's business, properties, assets, and goodwill; (vii) improper solicitation or hiring of persons or entities by a Restricted Party (or any entity controlled or assisted by a Restricted Party), will directly result in damage to Buyer and Buyer's business, properties, assets, and goodwill; (viii) improper solicitation of, or interference with, Buyer's relationship or potential relationships actual or potential customers, vendors, employees, consultants or similar entities will directly result in damage to Buyer and Buyer's business, properties, assets, and goodwill; and (ix) the Restricted Party is fully aware of the consequences of this Section 5.06, this Agreement, and the transactions contemplated hereby, and the Restricted Party has reviewed and approved this Section 5.06, this Agreement, and the transactions contemplated hereby, including the restrictive covenants set forth in this Section 5.06 prior to entering into this Agreement.

(e) Each Restricted Party acknowledges and agrees that Buyer would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Restricted Party could not be adequately compensated by monetary damages alone. Accordingly, in addition to any other right or remedy to which Buyer may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this

Agreement, without posting any bond (to the extent permitted by law), proving the inadequacy of money damages or other undertaking. Further, each Restricted Party hereby waives any claim or defense that there is an adequate remedy at law for such breaches or threatened breaches.

(f) Each Restricted Party acknowledges and agrees that, with the exception of goods marketed under the Brands, or having to do with Restricted Products, and which shall be restricted pursuant to this Agreement, the Restricted Parties have broad latitude to sell products in commerce in any other category, unrelated to the Restricted Products or the Brands, such that the covenants contained herein would not be considered a restraint of trade upon the Restricted Parties.

(g) The covenants contained in this Section 5.06 shall be construed and enforced independently of each other and independently of any other provision of this Agreement or any other understanding or agreement among the Parties. If any court of competent jurisdiction determines that any of the covenants set forth in this Section 5.06 is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from this Section 5.06 in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Section 5.06, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted under applicable law. The Parties expressly agree that this Section 5.06 as so modified by the court shall be binding upon and enforceable against each of them. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.07 Confidentiality. Each Party may provide the other Party with information regarding the transactions contemplated hereby (including operational, financing, business and other proprietary and/or confidential materials), which is either non-public, confidential or proprietary in nature ("**Confidential Information**").

(a) Each Party agrees that Confidential Information will be kept confidential and shall not, without the prior written consent of the other Party in each instance, be disclosed by the receiving Party, its attorneys or agents, in any manner whatsoever, in whole or in part, and shall not be used by the receiving Party, its attorneys or agents, other than in connection with the evaluation of the transactions contemplated hereby. Confidential Information will only be disclosed to the receiving Party's employees, attorneys, agents and potential financing sources or investors whose access to such Confidential Information is necessary to fulfill their respective obligations to the Parties in assisting with the evaluation or completion the transactions contemplated hereby. All materials, in any medium, containing any such information, and all copies thereof, will be returned immediately upon the request of the disclosing Party, to the extent permissible under state and federal law. Notwithstanding the return of the information or any termination of this Agreement, each Party will continue to be bound by its obligations hereunder. No Party will (and each Party will direct its representatives not to) make, directly or indirectly, any public announcement concerning this Agreement, their discussions or any other documents or communications concerning the transactions contemplated hereby without the other Party's prior

written consent, unless advised by counsel that such disclosure is required by law (in which case the Party so advised will promptly notify the other Party).

(b) For the avoidance of doubt, Confidential Information shall not include any information that: (i) is of a general nature, not specifically related to or concerning either Party's business operation; (ii) was either known or knowable by a Party prior to the other Party's disclosure of the same; (iii) was or becomes publicly available through no fault of either Party; (iv) must be disclosed as required by law.

(c) No proprietary-based claim, including trade secret or other state or federal legal protection, shall be claimed or construed upon any information provided to or from either Party, unless mutually agreed to by the Parties, in writing, prior to making such disclosure.

(d) The Parties agree to keep all information covered by this Section 5.07 for three (3) years, except that, Buyer, and only Buyer, will have no obligation or duty to maintain confidentiality with respect to the Brands and/or Purchased Assets that Buyer has acquired pursuant to this Agreement.

Section 5.08 Financial Records. Each of Seller and Buyer shall preserve until the third anniversary of the Closing Date all records possessed or to be possessed by such Party relating to any of the Purchased Assets prior to the Closing. After the Closing Date, where there is a legitimate business purpose, such Party shall provide the other Party with access, upon prior reasonable written request specifying the need therefor, during regular business hours, to (i) the officers and employees of such Party and (ii) the books of account and records of such Party, but, in each case, only to the extent relating to the Purchased Assets prior to the Closing, and the other Party and its representatives shall have the right to make copies of such books and records at their sole cost; *provided, however*, that the foregoing right of access shall not be exercisable in such a manner as to interfere unreasonably with the normal operations and business of such Party or to permit Buyer access to any books and records relating to taxes of Seller's Business. Such records may nevertheless be destroyed by a Party if such Party sends to the other Party written notice of its intent to destroy records, specifying with particularity the contents of the records to be destroyed. Such records may then be destroyed after the 30th day after such notice is given unless the other Party objects to the destruction in which case the Party seeking to destroy the records shall deliver such records to the objecting Party at the objecting Party's cost.

Section 5.09 Brokers Fees. The Parties covenant and agree that Seller will pay any and all fees or commissions as a result of Seller's engagement of a broker, finder, or investment banker, and that Buyer will have no responsibility or obligation to pay any brokerage, finder's, or other fee or commission to any other party in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 5.10 Public Announcements. Neither Seller nor any of it or their officers, managers, members, or agents will make any statements to any third party with respect to this Agreement, the existence of this Agreement, or the transactions contemplated hereby, except as may be required by applicable law upon the advice of counsel and only if the disclosing Party provides the other Party with an opportunity to first review the release of public announcement, or as mutually agreed by the Parties.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing pursuant to the applicable statute of limitations.

Section 6.02 Indemnification by Seller. Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective members, managers, officers and employees (collectively, the "**Buyer Indemnified Parties**") from and against any and all Losses actually incurred or suffered to the extent resulting from arising from or relating to: (i) any inaccuracy in or breach of any of the representations, warranties, or certifications made by or on behalf of Seller contained in this Agreement or any document to be delivered hereunder; (ii) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder; (iii) any liability or obligation of Seller arising out of, related to, or in any way connected with Seller's ownership of the Purchased Assets, the Brands, or the operation of the Business arising before the Closing Date; and (iv) any fraud or intentional misrepresentation by Seller, its shareholders, officers, employees, or agents.

Section 6.03 Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its shareholders, directors, officers and employees from and against any and all Losses actually incurred or suffered to the extent resulting from, arising from or relating to: (i) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder; (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; (iii) any liability or obligation of Buyer arising out of, related to, or in any way connected with Buyer's ownership of the Purchased Assets, the Brands, or operation of the Business, arising after the Closing Date, and (iv) any fraud or intentional misrepresentation by Buyer, its affiliates and their respective members, managers, officers and employees, except as provided herein.

Section 6.04 Indemnification Events. For the avoidance of doubt, indemnification by the Parties shall be based on the date of the causation event or occurrence that led to the claim being made against either Buyer or Seller. If the event or claim does not directly relate to one specific event or occurrence, then indemnification shall be pro-rated based on the sales of each Party during the period covered by the indemnification event.

Section 6.05 Indemnification Procedures. The party making a claim under this Article VI is referred to as the "**Indemnified Party**," and the party against whom such claims are asserted under this Article VI is referred to as the "**Indemnifying Party**."

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any person who is not a party to this Agreement or an affiliate of a party to this Agreement or a representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party will give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 15 days after receipt

of such notice of such Third Party Claim. The failure to give such prompt written notice will not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party will describe the Third Party Claim in reasonable detail, will include copies of all material written evidence thereof, and will indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party will have the right to participate in the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel. The Seller Parties and Buyer will cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim. As used herein, "**Loss**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and disbursements, and the out-of-pocket cost of enforcing any right to indemnification hereunder and the out-of-pocket cost of pursuing any insurance providers all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses; *provided, however*, that "**Loss**" shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, neither the Indemnified Party nor the Indemnifying Party will enter into any settlement of any Third Party Claim without the prior written consent of the other Party.

(c) Direct Claims. Any Action by an Indemnified Party on account of a Loss that does not result from a Third Party Claim (a "**Direct Claim**") will be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof. The failure to give such prompt written notice will not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party will describe the Direct Claim in reasonable detail, will include copies of all material written evidence thereof, and will indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party will have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party will allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party will assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Seller's premises and personnel and the right to examine and copy any accounts, documents, or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party will be deemed to have rejected such claim, in which case the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) Indemnification Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VI (any such Loss, a "**Final Loss**"), the

Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to, but excluding, the date such payment has been made at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

(e) Any Final Losses payable to Buyer Indemnified Parties pursuant to this Article VI shall be satisfied directly from Seller.

Section 6.06 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.07 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement, subject to Section 3.13.

Section 6.08 Cumulative Remedies. The rights and remedies provided in this Article VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII TERMINATION

Section 7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if there has been a breach, inaccuracy in, or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement;
- (c) by Buyer or Seller in the event that (i) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Government Order restraining or enjoining the transactions contemplated by this Agreement, and such Government Order shall have become final and non-appealable.

Section 7.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing in this Section 7.02 will relieve any Party to this Agreement of liability for breach of this Agreement occurring prior to any termination,

or for breach of any provision of this Agreement which specifically survives termination hereunder.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, including any related broker, accounting, financial advisory, financing, investment bank, or finder's fees and expenses.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Seller: LDB Auto Performance, Inc.
 410 Null Blvd.
 Springboro, Ohio 45066

With Copies to: Richard A. Boucher, Esq.
 BOUCHER & KOLBER
 77 West Elmwood Drive, Suite 304
 Dayton, Ohio 45459
 richard@boucherandkolber.com

If to Buyer: FNT, LLC
 [address]

E-mail:

With Copies to: Taft, Stettinius & Hollister PLL
 Mark S. Feuer, Esq.
 40 North Main Street, Suite 1700
 Dayton, Ohio 45423
 Email: mfeuer@taftlaw.com

Section 8.03 Title and Headings. Titles and headings used in this Agreement have been inserted for convenience of reference only and do not define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 5.06(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.05 Entire Agreement. This Agreement, along with all the exhibits, schedules, annexes, and attachments hereto and thereto to be delivered hereunder constitute the sole and entire agreement of the Parties to this Agreement, including the parties to Section 5.06(g) hereof, with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the exhibits, and Disclosure Schedule (other than an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

Section 8.06 No Third-Party Beneficiaries. Except as provided in Article VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.08 Assignment. This Agreement may not be assigned by operation of law or otherwise; *provided, however*, that any or all rights and obligations of Buyer may be assigned to one or more entities that is an affiliate of or successor to Buyer; *provided further, however*, that this provision shall not be interpreted in any way to restrict (or require a consent to effect) the ability of Buyer to exploit the Purchased Assets, including, without limitation, by sale or license (exclusive or non-exclusive) thereof.

Section 8.09 Consent to Jurisdiction. To the extent there is an Action or proceeding arising out of, related to or based upon this Agreement or the transactions contemplated hereby, each Party irrevocably submits to the exclusive jurisdiction of (a) the United States District Court for Southern District of Ohio and (b) the State of Ohio, County of Montgomery, for the purposes

of any such Action arising out of this Agreement or any transaction contemplated hereby. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any Action in any such court with respect to any matters to which it has submitted to jurisdiction in this Section. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any Action arising out of this Agreement or the transactions contemplated hereby in (i) the United States District Court for Southern District of Ohio, or (ii) the State of Ohio, County of Montgomery, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum.

Section 8.10. Counterparts. This Agreement may be executed electronically and in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A manually or electronically signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws rules.

Section 8.12 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole, including exhibits and schedules hereto, and not to any particular provision of this Agreement. When a reference is made in this Agreement to annexes, articles, exhibits, sections, or schedules, such reference will be to an annex, article, exhibit, section, or schedule to this Agreement unless otherwise indicated. The words "include," "includes" and "including" will be deemed in each case to be followed by the words "without limitation." Pronouns in the masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires.

[Signature Page Follows]

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

SELLER:

LDB AUTO PERFORMANCE, INC.
An Ohio corporation

DocuSigned by:
Laura Brown
By: _____
Name: Laura Brown
Its: President

BUYER:

FNT, LLC
An Ohio limited liability company

DocuSigned by:
Kenny Brightman
By: _____
Name: Kenny Brightman
Its: Sole Member

SELLER SHAREHOLDERS:

DocuSigned by:
Laura Brown
By: _____
Name: Laura Brown

DocuSigned by:
David Brown
By: _____
Name: David M. Brown (as to Section 5.06 and 5.07 of the Agreement only)

EXHIBITS & SCHEDULES

EXHIBIT A Promissory Note

EXHIBIT B Bill of Sale

EXHIBIT C Intellectual Property Assignment Agreement

EXHIBIT D Seller Closing Certificate

SCHEDULE 1.04 Assumed Liabilities

SCHEDULE 1.07 Tax Allocation

SCHEDULE 1.08 Third Party Consents

DISCLOSURE SCHEDULE

EXHIBIT A

PROMISSORY NOTE

\$6,500.00

Final Installment Due Date: May , 2026

FNT, LLC, an Ohio limited liability company, and Kenny Brightman, individually, jointly and severally, promise to pay to the order of LDB Auto Performance, Inc., an Ohio corporation, the sum of Six Thousand Five Hundred Dollars (\$6,500.00) plus simple interest at a rate of Five percent per annum, at 410 Null Blvd., Springboro, Ohio 45066 or at such other place as the holder hereof may direct in writing, until paid, without relief from valuation and appraisal laws, payment of principal and interest to be made as follows:

Sixty (60) equal monthly installments of \$122.66 with the first payment due on the Note Commencement Date as defined in that certain Asset Purchase Agreement dated October __, 2021, and subsequent payments due on the last day of each succeeding month.

LDB Auto Performance, Inc., may, at any time, assign its interest in this Installment Promissory Note to Laura Brown and David Brown.

This Note may be prepaid in full or in part, without penalty, at any time.

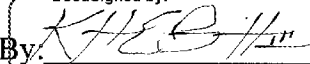
In the event of default of payment of any of said installments from the due date thereof, which default remains uncured for five (5) days, the entire unpaid balance of principal and accrued interest shall become due and payable immediately at the election of the holder hereof. In addition, holder shall be entitled to reasonable attorney's fees for the collection of this note in event of default.

The maker and endorser jointly and severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this Note, and each of them consents to extension of the time of payment of this Note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

Signed and delivered at Dayton, Ohio, this _____ day of October, 2021.

FNT, LLC

DocuSigned by:

By: _____
434AA4FD708048A
Name: Kenny Brightman
Title: Sole Member

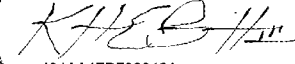
DocuSigned by:

By: _____
434AA4FD708048A
KENNY BRIGHTMAN, Individually

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**"), dated October __, 2021, is executed by LDB Auto Performance, Inc., an Ohio corporation, Laura Brown ("**Seller**") and delivered to FNT, LLC, an Ohio limited liability company ("**Buyer**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Seller and Buyer are the Parties to that certain Asset Purchase Agreement, dated as of even date herewith, as may be amended from time to time (the "**Purchase Agreement**"), and pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase and acquire all of Seller's right, title and interest in the Purchased Assets for the consideration and upon the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Sale and Transfer of the Purchased Assets. On the terms and subject to the conditions contained in the Purchase Agreement, effective as of the Closing Date, Seller does hereby irrevocably sell, transfer, assign, grant, bargain, deliver, and convey to Buyer all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of all Encumbrances.

2. Terms of Purchase Agreement. This Bill of Sale is intended only to document the sale, assignment, transfer, conveyance, and delivery of Seller's right, title, and interest in and to the Purchased Assets as contemplated by the Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge, or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Bill of Sale as provided in, and subject to the limitation set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the Purchase Agreement shall govern and control.

3. Enforceability. This Bill of Sale is being executed by Seller and shall be binding upon each of Buyer and Seller, and shall extend to, inure to the benefit of their respective successors, successors-in-interest, trustees in bankruptcy and permitted assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

4. Miscellaneous. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws rules. This Bill of Sale may be executed in counterparts, manually or electronically, each of which will be an original and all of which together constitute one and the same instrument. This Bill of Sale may be modified or amended only by a written instrument executed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above-written.

SELLER:

LDB AUTO PERFORMANCE, INC.
An Ohio corporation

DocuSigned by:
By *Laura Brown*
08245AA7498F41B...
Name: Laura Brown
Its: President

DocuSigned by:
Laura Brown
08245AA7498F41B...
Laura Brown

ACKNOWLEDGED AND AGREED:

BUYER:

FNT, LLC
An Ohio Limited Liability Company

DocuSigned by:
By *Kenny Brightman*
434AA4FD708048A...
Name: Kenny Brightman
Title: Sole Member

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made and entered into as of October __, 2021 (the "*Effective Date*"), by and between LDB Auto performance, LLC, an Ohio corporation and Laura Brown ("*Seller*") and FNT, LLC, an Ohio limited liability company ("*Buyer*"). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*") by and among Seller, and Buyer.

WHEREAS, Seller represents that Seller owns all rights, title, and interest in, to, and under the patents, trademarks and trademark applications listed in Annex 1 (the "*Patents and Trademarks*"), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Seller represents that Seller owns all rights, title, and interest in, to, and under the domain names, social media accounts, and various other accounts listed in Annex 1 (collectively, the "*Domain Names and Internet Accounts*", and together with the Patents Trademarks, the "*Assigned Properties*"), including but not limited to the right to recover damages for past, present or future infringement of the Assigned Properties;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer all rights, title, and interest in, to, and under the Assigned Properties; and

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller and Buyer have agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Purchase Agreement, Seller and Buyer hereby agree as follows:

1. **Assignment.** Seller hereby irrevocably sells, assigns, conveys, transfers and delivers unto Buyer, and Buyer hereby accepts from Seller, Seller's entire right, title, and interest in, to and under the Assigned Properties and all other Purchased Intellectual Property, including, without limitation, all statutory and common law rights therein, as well as any publicity rights or rights of personality related thereto, together with the goodwill of the business symbolized by and associated with the Assigned Properties and all other Purchased Intellectual Property, all rights in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right and standing to sue for, counterclaim, and recover damages for any past, present, or future infringement of the Assigned Properties and all other Purchased Intellectual Property, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller had this Assignment not been made. For avoidance of doubt, this assignment includes all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign governmental agencies, including national trademark offices.

2. Further Action. On or before the Closing Date, Seller shall commence taking such action as required or necessary to effect the transfer of the Domain Names and Internet Accounts, and any other domain names, internet accounts, or electronic assets included in the Purchased Intellectual Property to Buyer including, without limitation: (i) releasing any "lock" placed on the domain names, internet accounts, and any electronic assets included in the Purchased Intellectual Property, (ii) obtaining any authorization codes regarding the same and providing such codes to Buyer, (iii) confirming the requested transfer upon receipt of a request to do so from the registrar(s) used by Buyer for the Domain Names and Internet Accounts, and any other domain names, internet accounts, or electronic assets included in the Purchased Intellectual Property, (iv) executing and delivering all authorizations necessary to effectuate electronic transfer of the Domain Names and Internet Accounts, and any other domain names, internet accounts, or electronic assets included in the Purchased Intellectual Property, (v) providing Buyer with all information, including login and password, to access and take full ownership and control of the Domain Names and Internet Accounts, and any other domain names, internet accounts, or electronic assets included in the Purchased Intellectual Property, and (vi) executing and delivering all further documents and instruments.

3. Further Assurances; Appointment. From time to time, at the reasonable request of Buyer, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment. Additionally, Seller hereby appoints Buyer as Seller's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Seller's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Assigned Properties that may have accrued in Seller's favor from the respective date of first creation of any of the Assigned Properties and all other Purchased Intellectual Property to the date of this Assignment. The foregoing power is coupled with an interest and as such is irrevocable.

4. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or remedies of Buyer as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Seller pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Seller or Buyer than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged, or terminated other than by the terms of a written instrument signed by Seller and Buyer.

5. Headings. The headings contained in this Assignment are included for purposes of convenience only and do not affect the meaning or interpretation of this Assignment.

6. Governing Law. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to the principles of conflict of laws.

7. Counterparts; Electronic Signatures. This Assignment may be executed electronically and in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Agreement Date.

SELLER:

LDB AUTO PERFORMANCE, INC.,
An Ohio limited liability company

DocuSigned by:

By: *Laura Brown*

08245AA7498F41B...
Name: Laura Brown
Its: President

DocuSigned by:

Laura Brown

08245AA7498F41B...
Laura Brown

BUYER:

FNT, LLC,
an Ohio limited liability company

DocuSigned by:

By: *Kenny Brightman*

434AA4ED708048A...
Name: Kenny Brightman
Its: Sole Member

ANNEX 1 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**Trademarks [Seller to complete]**

Mark	Country	Registration No.	Registration Date/Description	Owner
TIRE CRADLE	U.S.A.	2311559	01/25/2000	LDB Auto Performance, Inc.
<i>See TESS Results for Tire Cradle, attached hereto as Annex 1 – Exhibit 1</i>				

Patents

Country	Registration No.	Registration Date/Description	Owner
U.S.A.	7,735,864	6/15/2010 / Roll support structure padding	Patent was assigned to Laura Brown on July 12, 2021.
<i>See USPTO Patent Full-Text and Image Database search Results for Orange Aid, attached hereto as Annex 1 – Exhibit 2</i>			

Common Law Marks

Tyre Cradles
Wheeze Wheels

Domain Names and Internet Accounts: See Domain Names and Internet Accounts Spreadsheet attached hereto as Annex 1 – Exhibit 3

Seller's Marketplace Accounts, Social Media Accounts and Miscellaneous Web Accounts: See Seller's Marketplace, Social Media Accounts, and Miscellaneous Web Accounts Spreadsheet attached hereto as Annex 1 – Exhibit 4

EXHIBIT D
SELLER CLOSING CERTIFICATE

October __, 2021

The undersigned, being the [President] of LDB Auto Performance, Inc., an Ohio corporation, and Laura Brown ("**Seller**"), is delivering this certificate to FNT, LLC, an Ohio limited liability company ("**Buyer**"), pursuant to and in satisfaction of obligations of Seller set forth in Section 2.03(c) of the Asset Purchase Agreement, dated as of the date set forth above (the "**Purchase Agreement**"), by and among Buyer, Seller, and Seller Shareholders. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned hereby certifies, solely as the [manager/managing member] of Seller and not in an individual capacity, as follows:

(a) Attached hereto as Exhibit A is a true and complete copy of each of the organizational documents of Seller, including certificate of formation of Seller as filed with the State of Ohio and regulations and by-laws of Seller,

(b) Attached hereto is as Exhibit B is true and complete copy of a certificate of good standing of Seller, issued by the Secretary of State of the State of Ohio as of a date which is no more than five Business Days before the date hereof, and

(c) Each of the following statements are true as of the date hereof:

- (i) No Material Adverse Effect has occurred;
- (ii) The representations and warranties of Seller set forth in Article III of the Purchase Agreement are true and correct in all material respects on and as of the date hereof (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date);
- (iii) Seller has duly performed and complied in all material respects with all agreements, covenants, and conditions required by the Purchase Agreement and each of the other Transaction Documents to be performed or complied with by Seller on or before the date hereof;
- (iv) Seller has retained access the Social Media Accounts, and the Social Media Accounts have not experienced any material adverse action taken by Amazon, Shopify, or any other marketplace provider, including suspension of the Social Media Accounts, suspension of any product ASIN or other product identification number, infringement notices, or any other material "account health" concerns.

- (v) No Action has been commenced against Seller that could prevent the Closing; and
- (vi) Seller has delivered, or caused to have delivered, to Buyer each of the Seller Closing Deliverables.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this certificate of the [manager/managing member] as of the date first set forth above.

SELLER:

LDB AUTO PERFORMANCE, INC.
An Ohio corporation

DocuSigned by:
By: Laura Brown
Name: Laura Brown
Its: President

DocuSigned by:
Laura Brown
Laura Brown

SIGNATURE PAGE TO CLOSING CERTIFICATE OF SELLER

SELLER CLOSING CERTIFICATE – EXHIBIT A

SELLER ORGANIZATIONAL DOCUMENTS

(attached)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/15/2005	200522401882	DOMESTIC ARTICLES/FOR PROFIT (ARF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BOUCHER & BOUCHER CO
.12 WEST MONUMENT AVE, STE 200
ATTN: LAUREN E GRANT
DAYTON, OH 45402

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1562634

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
LDB AUTO PERFORMANCE, INC.

and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/FOR PROFIT

Document No(s):
200522401882



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 12th day of August, A.D.
2005.

J. Kenneth Blackwell
PATENT
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

2005 AUG 12 PM 12:02

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
---	--	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation LDB Auto Performance, Inc.

SECOND: Location Springboro Warren
(City) (County)

Effective Date (Optional) _____
(mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) 1,500 common \$5.00
(No. of Shares) (Type) (Par Value)

(Refer to instructions if needed)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of LDB Auto Performance, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Richard A. Boucher, Esq.

(Name)

12 W. Monument Ave., Suite 200

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Dayton

Ohio

45402-1202

(City)

(Zip Code)

Must be authenticated by an authorized representative


Authorized Representative

8-11-05
Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Richard A. Boucher, Esq.

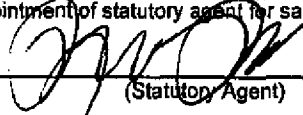
, named herein as the

Statutory agent for,

LDB Auto Performance, Inc.

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:


(Statutory Agent)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative

8-11-05
Date

Richard A. Boucher, Incorporator
(print name)
12 W. Monument Ave., Suite 200
Dayton, Ohio 45402-1202

Authorized Representative

Date

(print name)

Authorized Representative

Date

(print name)

SELLER CLOSING CERTIFICATE – EXHIBIT B

SELLER CERTIFICATE OF GOOD STANDING

(attached)

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LDB AUTO PERFORMANCE, INC., an Ohio corporation, Charter No. 1562634, having its principal location in Springboro, County of Warren, was incorporated on August 12, 2005 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 21st day of October, A.D. 2021.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202129402338

SCHEDULE 1.04

ASSUMED LIABILITIES

None.

SCHEDULE 1.07**TAX ALLOCATION¹**

Asset:	Allocation Amount:
Tradenames	\$ 5,000.00
Patents; Domain Names:	\$ 18,000.00
Goodwill:	\$ 44,700.00
Non-Competition & Non-Solicitation Covenant:	\$ 5,000.00
Inventory Value:	\$ 57,300.00
Total:	\$130,000.00

SCHEDULE 1.08

THIRD PARTY CONSENTS

None.

DISCLOSURE SCHEDULE

OCTOBER __, 2021

This Disclosure Schedule is made and given pursuant to Article III of the Agreement. Capitalized terms used in this Disclosure Schedule, which are not otherwise defined in this Disclosure Schedule, shall have the respective meanings ascribed to such terms in the Agreement.

All descriptions of agreements or other documents appearing in this Disclosure Schedule are summary in nature. Reference herein to any contract or agreement shall, unless otherwise specified herein or unless the context otherwise requires, refer to such contract or agreement and any attachments, schedules, exhibits, statements of work, orders, or work orders thereto. In no event shall inclusion of any item in this Disclosure Schedule constitute or be deemed to constitute an admission concerning such item or agreement that a violation, right of termination, default, liability, or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission, agreement, or acknowledgment that such disclosure is material.

Schedule numbers or exhibit letters correspond to the schedule, exhibit letters, or section numbers in the Agreement. The headings in this Disclosure Schedule are for convenience of reference only and shall not affect the disclosures contained therein. Nothing in these Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any additional covenant or agreement.

SCHEDULE 3.01

Organization and Qualification of Seller

Seller is a duly licensed, qualified, and validly existing corporation in the State of Ohio. A Certificate of Good Standing for the corporation is included as an attachment to the Seller Closing Certificate as Exhibit B.