

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7169286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AER-FLO CANVAS PRODUCTS, INC.	05/20/2021
RECEIVING PARTY DATA	
Name:	AF SPORTS, LLC
Street Address:	8233 FORSYTHIA ST.
Internal Address:	STE. 120
City:	MIDDLETON
State/Country:	WISCONSIN
Postal Code:	53562
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7270617
Patent Number:	D516360
Patent Number:	D514644
Patent Number:	7534177
Patent Number:	7841378
Patent Number:	D552911
Application Number:	29277423
Patent Number:	7494433
Application Number:	12394501
Patent Number:	7160213
Patent Number:	8100785
Patent Number:	8025595
CORRESPONDENCE DATA	
Fax Number:	(312)222-0818
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	13122220800
Email:	CHIIPDOCKET@MICHAELBEST.COM
Correspondent Name:	JEFFREY D. PETERSON
Address Line 1:	444 W. LAKE STREET, SUITE 3200

PATENT

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	212318-9000
NAME OF SUBMITTER:	HIMANSHU THAKUR
SIGNATURE:	/Himanshu Thakur/
DATE SIGNED:	02/10/2022

Total Attachments: 41

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of May 20, 2021, by and among SPINNAKERUNIVERSITY, LLC, an Illinois limited liability company (“**Real Estate Buyer**”); AF SPORTS, LLC, a Wisconsin limited liability company (“**Sports Buyer**”); AF BARRIERS, LLC, a Florida limited liability company (“**Barriers Buyer**”, and collectively with Real Estate Buyer and Sports Buyer, “**Buyers**” and each individually, a “**Buyer**”); AER-FLO CANVAS PRODUCTS, INC., a Florida corporation (“**Seller**”); WILLIAM W. and BETSY A. HENNING and SCOTT FULLERTON (each, a “**Principal**” and collectively, the “**Principals**”).

RECITALS

WHEREAS, the Principals are the owners, of record and beneficially, of all of the outstanding equity interests in Seller;

WHEREAS, Seller is engaged in the business of (i) the design, manufacture, distribution and sale of barriers for erosion and sediment containment and other environmental protection purposes (the “**Barriers Business**”), and (ii) the design, manufacture, distribution and sale of tarps, field covers, turf blankets, windscreens, fence padding, rail padding, bleacher covers, track and field protectors, field signage, on-deck circles, fence cap, batting cage accessories and related sports facility products (the “**Sports Business**” and collectively with the Barriers Business, the “**Businesses**” and each individually, a “**Business**”), which Businesses are primarily conducted at (a) the real estate commonly known as 4455 18th Street East, Bradenton, Florida 34203 (the “**Florida Real Estate**”), and (b) the real estate commonly known as 780 Hutto Hill Road, Anniston, Alabama 36201 (the “**Alabama Real Estate**” and together with the Florida Real Estate, the “**Real Estate**”), the legal descriptions and tax parcel identification numbers of which are described on **Schedule 4.7**, and both of which parcels are owned by Seller; and

WHEREAS, Buyers desire to purchase, and Seller desires to sell, certain assets of Seller used in connection with the Businesses, including the Florida Real Estate (but excluding the Alabama Real Estate, which will be leased by Sports Buyer pursuant to a Lease (as defined herein)), upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets.

██
██
██

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Purchased Barriers Business Assets. Subject to the terms herein set forth, Barriers Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to Barriers Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's assets and properties of every kind and description, personal and mixed, tangible and intangible, and wherever situated, that are primarily used in the Barriers Business, except only (x) the Purchased Sports Business Assets purchased by Sports Buyer, (y) the Purchased Real Estate Assets purchased by Real Estate Buyer, and (z) the Excluded Assets, all as the foregoing may exist as of the Closing (hereinafter, all of such assets and properties are referred to as the "**Purchased Barriers Business Assets**"). The Purchased Barriers Business Assets shall include, without limitation, the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(vi) All right, title and interest (including all goodwill and the right to sue for past infringements) in and to the Intellectual Property relating to or used in the Barriers Business;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(xii) Seller's goodwill related to the Barriers Business; and

[REDACTED]

(c) Purchased Sports Business Assets. Subject to the terms herein set forth, Sports Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to Sports Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's assets and properties of every kind and description, personal and mixed, tangible and intangible, and wherever situated, that are primarily used in the Sports Business, except only (x) the Purchased Barriers Business Assets purchased by Barriers Buyer, (y) the Purchased Real Estate Assets purchased by Real Estate Buyer, and (z) the Excluded Assets, all as the foregoing may exist as of the Closing (hereinafter, all of such assets and properties are referred to as the "Purchased Sports Business Assets"; and collectively with the Purchased Barriers Business Assets, the "Purchased Business Assets"; and collectively with the Purchased Real Estate Assets, the "Purchased Assets"). The Purchased Sports Business Assets shall include, without limitation, the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
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[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]

(vi) All right, title and interest (including all goodwill and the right to sue for past infringements) in and to the Intellectual Property relating to or used in the Sports Business;

[REDACTED]
[REDACTED]
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(xii) Seller's goodwill related to the Sports Business; and

[REDACTED]
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4.12 Intellectual Property. Schedule 4.12 lists (or, in the case of trade secrets and secret processes, generally describes) all of the following which are owned by Seller or used or intended to be used by Seller in the Barriers Business and/or the Sports Business: (i) patents and patent applications, (ii) trademarks, trade names, service marks and registrations and applications for registrations thereof, (iii) copyrights and copyright registrations, and (iv) trade secrets and secret processes (the "**Intellectual Property**"). Schedule 4.12 lists for each item of Intellectual Property owned by Seller and which is patented or registered with the United States or any foreign or state agency or office, the patent or registration number thereof, the date of patent issuance or registration and the agency or office where so patented or registered. The Intellectual Property is all of the intellectual property that is used in or necessary for the conduct of the Barriers Business and the Sports Business, as applicable, in each case as presently conducted. Seller is the sole owner of all right, title and interest in the Intellectual Property. With respect to any Intellectual Property that is not owned by Seller, Seller has valid, binding and enforceable rights to use such Intellectual Property. There are no interference, opposition or cancellation proceedings pending or threatened against Seller or the Intellectual Property. The use of the Intellectual Property does not infringe upon the rights of any third party. No claim, suit or action is pending or threatened alleging that Seller is infringing upon the intellectual property rights of others. Seller has not licensed or permitted any third party to use any of the Intellectual Property

[REDACTED]

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**ARTICLE IX
MISCELLANEOUS**

9.1 Further Assurances. Each party hereto from time to time hereafter, and upon request, shall execute, acknowledge and deliver such other instruments as reasonably may be required to more effectively transfer and vest in Barriers Buyer or Sports Buyer (as applicable) the Purchased Business Assets and in Real Estate Buyer the Purchased Real Estate Assets or to otherwise carry out the terms and conditions of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.5 Governing Law; Venue; Waiver of Jury Trial; Service of Process.

(a) This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of laws principles.

[REDACTED]

[REDACTED]

[Signature Page Following]

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

REAL ESTATE BUYER:

SPINNAKER UNIVERSITY, LLC

By: _____

Name: William T. Schleicher

Title: President

BARRIERS BUYER:

AF BARRIERS, LLC

By: _____

Name: William T. Schleicher

Title: Authorized Representative

SPORTS BUYER:

AF SPORTS, LLC

By: _____

Name: John Maher

Title: Authorized Representative

SELLER:

AER-FLO CANVAS PRODUCTS, INC.

By: _____

Name: William W. Henning

Title: Chairman & CEO

PRINCIPALS:

William W. Henning, individually

Betsy A. Henning, individually

Scott Fullerton, individually

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


REAL ESTATE BUYER:
SPINNAKER UNIVERSITY, LLC

By: _____
Name: William T. Schleicher
Title: President

BARRIERS BUYER:
AF BARRIERS, LLC

By: _____
Name: William T. Schleicher
Title: Authorized Representative

SPORTS BUYER:
AF SPORTS, LLC

By:  _____
Name: John Maher
Title: Authorized Representative

SELLER:
AER-FLO CANVAS PRODUCTS, INC.

By: _____
Name: William W. Henning
Title: Chairman & CEO

PRINCIPALS:

William W. Henning, individually

Betsy A. Henning, individually

Scott Fullerton, individually

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REAL ESTATE BUYER:

SPINNAKER UNIVERSITY, LLC

By: _____

Name: William T. Schleicher

Title: President

BARRIERS BUYER:

AF BARRIERS, LLC

By: _____

Name: William T. Schleicher

Title: Authorized Representative

SPORTS BUYER:

AF SPORTS, LLC


By: _____

Name: John Maher

Title: Authorized Representative

SELLER:

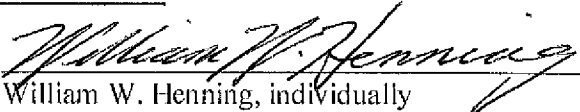
AER-FLO CANVAS PRODUCTS, INC.

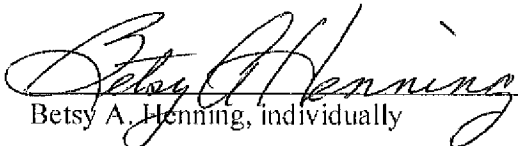
By:  _____

Name: William W. Henning

Title: Chairman & CEO

PRINCIPALS:

 _____
William W. Henning, individually

 _____
Betsy A. Henning, individually

Scott Fullerton, individually

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

REAL ESTATE BUYER:
SPINNAKER UNIVERSITY, LLC

By: _____
Name: William T. Schleicher
Title: President


BARRIERS BUYER:
AF BARRIERS, LLC

By: _____
Name: William T. Schleicher
Title: Authorized Representative

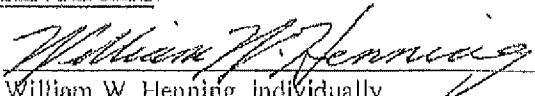
SPORTS BUYER:
AF SPORTS, LLC

By: _____
Name: John Maher
Title: Authorized Representative

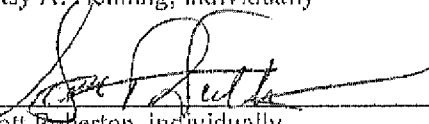
SELLER:
AER-FLO CANVAS PRODUCTS, INC.

By: 
Name: William W. Henning
Title: Chairman & CEO

PRINCIPALS:


William W. Henning, individually

Betsy A. Henning, individually


Scott Fullerton, individually

Signature Page to Asset Purchase Agreement

Schedule 4.12

Intellectual Property

Document No.	Title	Normalized Assignee (original)	Normalized Assignee (current)	Status	Publish/Grant Date	PDF
US7270617B2	Method for protecting at least one baseball area of a baseball playing field	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2007-09-18	US7270617B2.PDF
USD516360S1	Baseball area protector	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	Term expired	2006-03-07	USD516360S1.PDF
USD514644S1	Baseball bunting target	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	Term expired	2006-02-07	USD514644S1.PDF
US7534177B2	Baseball bunting target system	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2009-05-19	US7534177B2.PDF
US7841378B2	Ballasted wind shielding system and method	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2010-11-30	US7841378B2.PDF
USD552911S1	Protector	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2007-10-16	USD552911S1.PDF
U.S. Design Patent Application No. 29/277,423		AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	Abandoned and never published	n/a	n/a
US7494433B2	Baseball area protection system and method	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2009-02-24	US7494433B2.PDF
US20090159220A1	BALLASTED WIND SHIELDING SYSTEM AND METHOD	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	Expressly abandoned	2009-06-25	US20090159220A1.PDF
US7160213B2	Baseball batter training method	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2007-01-09	US7160213B2.PDF
US8100785B2	Baseball area protection system and method	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2012-01-24	US8100785B2.PDF
US8025595B2	Baseball area protection system and method	AER FLO CANVAS PRODUCTS INC	AER FLO CANVAS PRODUCTS INC	ACTIVE	2011-09-27	US8025595B2.PDF

Registered Trademarks ®: Tough Guy®, Aer-Flo®, Wind Weighted®, Bunt Zone®, Bench Zone®, Chroma-Bond®, Cross-Over Zone®, BP Zone®, Huddle Zone®, Landing Zone®, Vipol®, Tuffy®, Puffy®, Sol-Aer®, PRO-Tector®

UnRegistered Trademarks ™: Installer™, HR Zone®, TD Zone®, Aer-Cushion™, Duo-Screen™, Spotlight®, A-Flex™, PlastiCap™

Domain names

Aer-flo.com

Aer-floathletics.com

Aer-floports.com

Aerflo.com

Aerfloathletics.com

Aerfloports.com

Aftennis.com

Sidelineprotectors.com

Tuffywindscreen.com

Turfprotectors.com

Windweighted.com

Aerflo-env.com

Aerfloenv.com

Aerfloenvironmental.com