

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7362359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BLANKET BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
DIR MANUFACTURING & SUPPLIES, INC.	03/02/2022
RECEIVING PARTY DATA	
Name:	PALADIN INDUSTRIES LLC
Street Address:	32107 ROCHEN ROAD
City:	WALLER
State/Country:	TEXAS
Postal Code:	77484
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7874462
Patent Number:	7879230
CORRESPONDENCE DATA	
Fax Number:	(210)886-9883
<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:	210-886-9500
Email:	bcook@gunn-lee.com
Correspondent Name:	BRANDON T. COOK
Address Line 1:	8023 VANTAGE DRIVE
Address Line 2:	SUITE 1500
Address Line 4:	SAN ANTONIO, TEXAS 78230
ATTORNEY DOCKET NUMBER:	G-13341
NAME OF SUBMITTER:	BRANDON T. COOK
SIGNATURE:	/Brandon T. Cook/
DATE SIGNED:	06/02/2022
Total Attachments: 8	
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Blanket Bill of Sale

Date: March 2, 2022

Seller: DIR Manufacturing & Supplies, Inc., a Texas corporation

Seller's Mailing Address:

DIR Manufacturing & Supplies, Inc.
1728 Oak Wind
New Braunfels, Texas 78132

Buyer: Paladin Industries LLC, a Texas limited liability company

Buyer's Mailing Address:

Paladin Industries LLC
32107 Roehen Road
Waller, Texas 77484

Real Property (including improvements):

All of Lot 2A, Amending Plat of Lots 1A and 2A, Los Ranchitos de Solms, a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 14, Page 2, Map and Plat Records, Comal County, Texas.

Lot 4 of LOS RANCHITOS DE SOLMS, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 10, Page 92 of the Map and Plat Records, Comal County, Texas.

Lot 3 of Los Ranchitos de Solms, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 10, Page 92, Map and Plat Records, Comal County, Texas.

Transferred Properties:

All items of personal property, both tangible and intangible (excluding cash), affixed or attached to, or placed or situated on, or used or acquired in any way whatever in connection with the completion and comfortable use, enjoyment, occupancy, or operation of the Real Property

and owned by Seller, including, without limitation, the following:

1. All equipment, furniture, building supplies, appliances, and fixtures owned by Seller and located in or on or used in connection with the Real Property or the operations thereon.

2. All of Seller's interest in all use, occupancy, building, and operating permits, if any, and all licenses and approvals issued from time to time with respect to the Real Property or the Transferred Properties.

3. All of Seller's interest in all management, maintenance, service, supply, employment, and vending machine contracts, if any, relating to the Real Property or the Transferred Properties.

4. All of Seller's interest in and to all existing and assignable guarantees and warranties, express or implied, if any, issued in connection with the construction, alteration, and repair of the Real Property and the purchase, installation, and repair of the Transferred Properties, to the extent that such guarantees and warranties are known to and in the possession of Seller.

5. The right to use the Trade Name in common with Seller until all obligations of Buyer underlying this Blanket Bill of Sale have been satisfied and Seller's termination of the Seller entity, at which time the assignment of Trade Name shall be absolute.

6. All rights Seller may have, if any, to any trademarks, promotional material, tenant data, telephone numbers and listings, post office boxes, all master keys and keys to common areas, all goodwill, if any, and all other rights, privileges, and appurtenances owned by Seller and in any way related to or used in connection with the existing business operation of the Real Property.

7. *Intentionally omitted.*

8. *Intentionally omitted.*

9. U.S. Patent No. 7,874,462, issued January 25, 2011, entitled, "Pressure-Actuated Liquid Disinfectant Dispenser and Method for an Aerobic Treatment System."

U.S. Patent No. 7,879,230, issued February 1, 2011, entitled, "Vacuum-Actuated Liquid Disinfectant Dispenser and System."

Trade Name: DIR Manufacturing and Supplies

Exceptions to Transfer and Warranty:

Those exceptions contained in the warranty deed of even date conveying the Real Property to Buyer.

Excluded Properties:

- (a) any of Seller's cash, cash equivalents, deposit accounts, money market accounts or similar cash items or accounts at banks and other financial institutions (other than deposits related to assumed leases of Real Property set forth in Schedule 2.12);
- (b) all marketable securities;
- (c) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery for Excluded Taxes, together with any interest due thereon or penalty rebate arising therefrom;
- (d) any insurance policies or rights or proceeds therefrom;
- (e) Seller's rights, claims or causes of action against Third Parties relating to the assets, properties or operations of Business arising out of transactions occurring prior to the Closing Date
- (f) Any (i) confidential personnel records pertaining to any Business employee, or (ii) other books and records that Seller is required by Applicable Law to retain; provided, however, that Buyer shall have the right, at Buyer's sole cost and expense and to the extent permitted by Applicable Law and subject to reasonable restrictions, to make copies of any portions of such retained confidential personnel records and other books and records that relate to Business, Acquired Assets or the Transferred Employees to the extent Seller is permitted to grant such access pursuant to Applicable Law or other agreement.
- (e) Accounts Receivable which are 60 or more days old.

Consideration:

Buyer's promissory note of even date in the original principal amount of [REDACTED] payable to Seller

Camino Trail Holdings LLC is conveying the Real Property to Buyer by special warranty deed. As part of this transaction, Seller desires to transfer all the Transferred Properties to Buyer.

For the Consideration, Seller transfers to Buyer the Transferred Properties, save and except the Excluded Properties, and subject to the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representation, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the purchase contract and this bill of sale.

To have and to hold the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part

thereof when the claim is by, through, or under Seller but not otherwise, subject to the Exceptions to Transfer and Warranty.

Seller appoints Buyer and Buyer's heirs, successors, and assigns as Seller's agent to act for Seller in any lawful way in the exercise of the claims and litigation powers described in section 752.110 of the Texas Estates Code, or its successor, as amended, with respect to the Transferred Properties or the properties intended to be transferred by this bill of sale. This is a special power coupled with an interest and is irrevocable.

Seller agrees to execute and deliver any additional documents and to perform any additional acts reasonably necessary or appropriate to carry out the intent of this bill of sale in transferring the Transferred Properties to Buyer.

When the context requires, singular nouns and pronouns include the plural.

DIR Manufacturing & Supplies, Inc., a Texas corporation,

Jerry Easter

Jerry Easter, President

Paladin Industries LLC, a Texas limited liability company,

Boone Brosseau, Manager

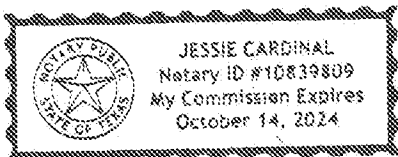
and

Sam Brosseau, Manager

STATE OF TEXAS)

COUNTY OF Comal)

This instrument was acknowledged before me on MARCH 02, 2022, by Jerry Easter, as the President of DIR Manufacturing & Supplies, Inc., a Texas corporation, on behalf of said corporation.



Jessie Cardinal

Notary Public, State of Texas
My commission expires: 10-14-2024

thereof when the claim is by, through, or under Seller but not otherwise, subject to the Exceptions to Transfer and Warranty.

Seller appoints Buyer and Buyer's heirs, successors, and assigns as Seller's agent to act for Seller in any lawful way in the exercise of the claims and litigation powers described in section 752.110 of the Texas Estates Code, or its successor, as amended, with respect to the Transferred Properties or the properties intended to be transferred by this bill of sale. This is a special power coupled with an interest and is irrevocable.

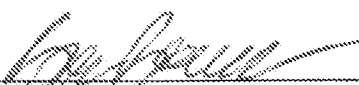
Seller agrees to execute and deliver any additional documents and to perform any additional acts reasonably necessary or appropriate to carry out the intent of this bill of sale in transferring the Transferred Properties to Buyer.

When the context requires, singular nouns and pronouns include the plural.

DIR Manufacturing & Supplies, Inc., a Texas corporation,

Jerry Easter, President

Paladin Industries LLC, a Texas limited liability company,



Boone Brosseau, Manager

and

Sam Brosseau, Manager

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Jerry Easter, as the President of DIR Manufacturing & Supplies, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas
My commission expires: _____

thereof when the claim is by, through, or under Seller but not otherwise, subject to the Exceptions to Transfer and Warranty.

Seller appoints Buyer and Buyer's heirs, successors, and assigns as Seller's agent to act for Seller in any lawful way in the exercise of the claims and litigation powers described in section 752.110 of the Texas Estates Code, or its successor, as amended, with respect to the Transferred Properties or the properties intended to be transferred by this bill of sale. This is a special power coupled with an interest and is irrevocable.

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When the context requires, singular nouns and pronouns include the plural.

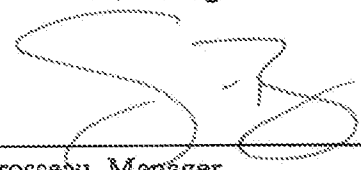
DIR Manufacturing & Supplies, Inc., a Texas corporation,

Jerry Easter, President

Paladin Industries LLC, a Texas limited liability company,

Boone Brosseau, Manager

and



Sam Brosseau, Manager

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Jerry Easter, as the President of DIR Manufacturing & Supplies, Inc., a Texas corporation, on behalf of said corporation.

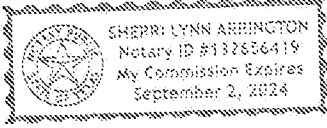
Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on 02 MARCH, 2022, by Boone Brosseau, a Manager of Paladin Industries LLC, on behalf of Paladin Industries LLC, a limited liability company.



[Signature]
Notary Public, State of Texas
My commission expires: 09/02/2024

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Sam Brosseau, a Manager of Paladin Industries LLC, on behalf of Paladin Industries LLC, a limited liability company.

Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

Law Office of Stephen D. Finch, a professional corporation
105 West Donegan
Seguin, TX 78155

STATE OF TEXAS)

COUNTY OF _____)

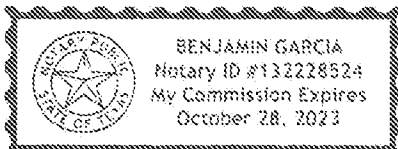
This instrument was acknowledged before me on _____, 2022, by Boone Brosseau, a Manager of Paladin Industries LLC, on behalf of Paladin Industries LLC, a limited liability company.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on March 2, 2022, by Sam Brosseau, a Manager of Paladin Industries LLC, on behalf of Paladin Industries LLC, a limited liability company.



[Signature]

Notary Public, State of Texas
My commission expires: 10/28/2023

PREPARED IN THE OFFICE OF:

Law Office of Stephen D. Finch, a professional corporation
105 West Donegan
Seguin, TX 78155