

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7464340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BLAST GURU LLC	04/20/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLASTEC, INC.	
<b>Street Address:</b>	4965 ATLANTA HIGHWAY	
<b>City:</b>	ALPHARETTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30004	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16592752
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)537-3686	
<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>		
<b>Phone:</b>	4045373686	
<b>Email:</b>	patents@founderslegal.com	
<b>Correspondent Name:</b>	BEKIARES ELIEZER LLP	
<b>Address Line 1:</b>	2870 PEACHTREE ROAD #512	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30305	
<b>ATTORNEY DOCKET NUMBER:</b>	00965.003-PA-USN-UA8	
<b>NAME OF SUBMITTER:</b>	ARDALAN (ED) HAJIKHALILI	
<b>SIGNATURE:</b>	/Ardalan (Ed) HajiKhalili/	
<b>DATE SIGNED:</b>	08/02/2022	
<b>Total Attachments: 20</b>		
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## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement ("Agreement") with an effective date of April 20<sup>th</sup>, 2022, by and between **Blast Guru, LLC** a Georgia limited liability company ("Seller") and **Blastec, Inc.**, a Georgia corporation (the "Purchaser").

### **Statement of Background**

Seller desires to sell and Purchaser desires to purchase certain tangible and intangible assets owned by Seller located at, 1604 Chesterfield Court, Woodstock, Georgia 30189 (the "Premises"), or having to do with the operation of, abrasive blasting technology (the "Business"). Such Business is operated at the Premises.

### **Statement of Agreement**

Now, therefore, for and in consideration of the terms, conditions and covenants hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase, acquire and take assignment and delivery of the Intangible Assets and Tangible Assets hereinafter set forth (collectively the "Assets"):

(a) **Tangible Assets.** All of Seller's Tangible Assets associated with the Business, including but not limited to the following:

- All furniture, inventory, displays, promotional materials, advertisements, equipment, prepaid expenses, and others as listed in Exhibit "A".

(b) **Intangible Assets.** All of Seller's goodwill associated with the Business, including the telephone number, web page, customer lists, employee lists, supplier lists, and prospect lists associated with the Business, all trademarks, service marks, patents and their associated goodwill, trade secrets and confidential information, to the extent transferable (collectively, the "Intangible Assets"). Such Intangible Assets include, but are not limited to, the following:

- All physical and virtual customer files, all intellectual property, including but not limited to all customer/lead information
- The "Blast App", the "Shot Saver", and all other apps and/or technology regarding these items
- All other items as listed in Exhibit "B"
- Seller shall cooperate with Purchaser to obtain final approval of Patent.

(c) **Effective Date.** The effective date of the purchase of Assets shall be the 20<sup>th</sup> day of April, 2022 ("Effective Date").

(d) Excluded Assets. The Assets transferred to Purchaser pursuant to this Agreement shall not include any of the following (collectively, the "Excluded Assets"): (i) corporate seals, certificates of incorporation, minute books, stock books, tax returns, books of account or other records having to do with corporate organization of Seller; (ii) rights that accrue or will accrue to Seller under this Agreement; (iii) rights to any of Seller's claims for any federal, state, local, or foreign refunds for taxes relating to the period prior to the Effective Date; and (iv) any tangible or intangible personal property of Seller not used in the Business.

2. Purchase Price; Payment; Allocations.

(a) Purchase Price & Payment. The purchase price for the Assets (the "Purchase Price") is **One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)**. The Purchase Price shall be paid in monthly installments for three months (3 monthly payments) for a total monthly payment of **Fifty Thousand and no/100 Dollars (50,000.00)** every thirty (30) days. The first payment shall be made thirty (30) days after Closing. The remaining payments shall be made sixty (60) and ninety (90) days after Closing.

(b) Allocation. Purchaser and Seller do hereby agree that the Purchase Price shall be allocated as follows:

Tangible Assets listed in Exhibit "A"	<b>\$70,000.00</b>
Intangible Assets listed in Exhibit "B"	<b>\$80,000.00</b>
<b>Total:</b>	<b>\$150,000.00</b>

Seller and Purchaser each agree to report the federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to timely report the information required by the Internal Revenue Code of 1986, as amended (the "Code") Section 1060(b), in a manner consistent with such allocation and will not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation, investigation or otherwise.

(c) Delivery of Assets. Upon payment of the Purchase Price by Purchaser, Seller shall deliver to Purchaser the following:

(i) such good and sufficient instruments of sale, conveyance, transfer and assignment as shall be required or as may be appropriate to effectively vest in Purchaser title to the Assets of the Business, properly executed and acknowledged, including a bill of sale (the "Bill of Sale," attached hereto as **Exhibit "C"**);

(ii) physical possession of all Intangible Assets including all records, keys, logins and passwords and other items of entry to the Business and the Intangible Assets;

(iii) physical possession of all Tangible Assets including but not limited to all cash, vehicles, keys to vehicles, furniture, and equipment;

(iv) a quitclaim deed or other such instrument as may be reasonably required by Purchaser or its counsel as to the transfer of real property; and

(v) such other instruments and documents as may be reasonably required by Purchaser or its counsel as to the performance of all covenants and satisfaction of all conditions required of Seller, or as to any other matter required or necessitated by this Agreement.

(d) Sale of Inventory Prior to Closing. Seller shall keep an accurate record and receipt of all inventory sold to a third-party between execution of this Agreement and the Closing. All receipts of sales to third-parties shall be provided to Purchaser at Closing. If Seller sells to Purchaser inventory between execution of this Agreement and the Closing, Purchaser shall be entitled to the receipts, monies, or consideration in exchange for such inventory. For example, if any inventory is sold to a third-party between execution of this Agreement and Closing, Purchaser shall be entitled to the profits of the sale. If Purchaser purchases any inventory between execution of this Agreement and Closing, Purchaser shall be entitled to the profits of these sales as well.

3. Closing; Due Diligence; Contemporaneous Transactions; Assumption of Liability.

(a) Closing Date. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") effective on April \_\_, 2022. The Closing shall be held at the offices of Miles, Hansford & Tallant, LLC, at a time which is mutually agreeable to Seller and Purchaser. The date on which Closing actually occurs shall be referred to as the "Closing Date"; Notwithstanding anything to the contrary contained herein, the Closing shall be effective as of 11:59 PM on the Closing Date (the "Effective Time") and the transactions hereby contemplated shall be deemed consummated, notwithstanding any party's failure or refusal to deliver original (i.e., non-electronic or non-facsimile) signature pages.

(b) Preparation of Closing Documents. Counsel for Purchaser shall prepare the documents to be executed and delivered at the Closing (the "Closing Documents"), including the Bill of Sale (as hereinafter defined), and other Assignments (as hereinafter defined), all of which must be satisfactory to Purchaser and Seller in their reasonable discretion.

(c) Due Diligence Period and Right to Terminate.

(i) Purchaser shall have reasonable access to the Business and all Records and other documents related to the Assets during the period (the "Due Diligence Period") commencing on the date of the final execution of this Agreement and ending at ending on the Closing Date for the purpose of conducting inspections and analysis of the Business, the Assets and conducting all other necessary due diligence activities. During the Due Diligence Period, Purchaser shall have the right to review and inspect copies of all documents and information reasonably requested by Purchaser including, without limitation, all financial information related to the Business, all documents and information relating to the operation of the Business, or the transactions contemplated by this Agreement.

(d) Assumption of Liability.

(i) Upon Closing, Purchaser shall assume all liabilities of the Business and does hereby indemnify and hold harmless the Seller from any and all liabilities arising from operation of the Business after the Closing Date.

(ii) Seller shall indemnify and hold harmless Purchaser from any and all liabilities arising from the operation of the Business before the Effective Date.

4. **Delivery of Documents.**

(a) **Seller's Deliveries.** At Closing, upon payment of the Purchase Price by Purchaser as described in Section 2 above, Seller shall deliver to Purchaser the following:

(i) such good and sufficient instruments of sale, conveyance, transfer and assignment as shall be required or as may be appropriate to effectively vest in Purchaser good title to the Assets, free and clear of all liens, security interests and encumbrances of whatever nature, properly executed and acknowledged, including a limited warranty bill of sale (the "Bill of Sale"), and assignment and assumption instruments (the "Assignments");

(ii) physical possession of all Assets including all records, keys and items of entry to the Business and the Assets;

(iii) all required or necessary consents, waivers and approvals with respect to the Contracts, and assignment thereof, in such form as is reasonably satisfactory to Purchaser and its counsel;

(iv) a quitclaim deed or other such instrument as may be reasonably required by Purchaser or its counsel as to the transfer of real property;

(v) such other instruments and documents as may be reasonably required by Purchaser or its counsel as to the performance of all covenants and satisfaction of all conditions required of Seller, or as to any other matter required or necessitated by this Agreement, including evidence reasonably satisfactory to Purchaser that the person(s) executing the Closing Documents for Seller has full right, power and authority to do so; and

(vi) executed non-competes by Sellers;

(b) **Purchaser's Deliveries.** At Closing, Purchaser shall deliver to Seller, as applicable:

(i) payment of the Purchase Price, to Seller pursuant to Section 2 hereof, and

(ii) An executed promissory note in the original principal amount of \$150,000.00.

(c) such other instruments and documents as may be reasonably required by Seller or their counsel as to the performance of all covenants and satisfaction of all conditions required of Purchaser, or as to any other matter required or necessitated by this Agreement, including evidence reasonably satisfactory to Seller that the person(s) executing the Closing Documents for Purchaser has full right, power and authority to do so.

5. **Warranties and Representations to Purchaser.** As an inducement to Purchaser entering into this Agreement, Seller hereby covenants, represents and warrants to Purchaser as follows:

(a) **Corporation Standing.** Seller is a Georgia limited liability company. The owner of Seller is Stan Griffin, who states he has authority to sign on behalf of the Seller.

(b) **Authority.** Seller has all requisite power and authority to execute and deliver this Agreement and any other certificate, agreement, document or other instrument to be executed and delivered by Seller in connection with the transactions contemplated by this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by Seller does not and will not violate any provisions of Seller's governing organizational instruments, or any order, judgment or award of any court or administrative agency or any contract to which Seller is a party or require the consent of any third party, or violate any law or governmental or regulatory rule or regulation.

(c) **Authorization and Execution.** This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies. The person executing this Agreement on behalf of Seller has the authority to do so.

(d) **Warranty of Title.** Seller is the lawful owner of the Assets and has the full right, power, and authority to sell, transfer, convey the Assets to Purchaser.

6. **Purchaser's Warranties and Representations.** Purchaser covenants, warrants and represents as follows:

(a) **Authority.** Purchaser has the legal capacity to execute and deliver this Agreement and any other certificate, agreement, document or other instrument to be executed and delivered by Purchaser in connection with the transactions contemplated by this and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by Purchaser does not and will not violate any order, judgment or award of any court or administrative agency or any contract to which Purchaser is a party or require the consent of any third party, or violate any law or governmental or regulatory rule or regulation.

(b) **Authorization and Execution.** This Agreement has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

7. **Covenants of Seller Prior to Closing**

(a) Operation of the Business of Seller. Between the date of this Agreement and the Closing, Seller shall:

- (i) conduct its business only in the ordinary course of business;
- (ii) except as otherwise directed by Purchaser in writing, and without making any commitment on Purchaser's behalf, use its commercially reasonable efforts to preserve intact its current business organization, keep available the services of its officers, employees and agents and maintain its relations and good will with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with it;
- (iii) confer with Purchaser prior to implementing operational decisions of a material nature;
- (iv) make no material changes in management personnel without prior consultation with Purchaser;
- (v) maintain the Assets in a state of repair and condition that complies with all legal requirements and is consistent with the requirements and normal conduct of Seller's business;
- (vi) keep in full force and effect, without amendment, all material rights relating to the Business;
- (vii) comply with all legal requirements and contractual obligations applicable to the operations of the Business; and
- (viii) maintain all books and Records of Seller relating to the Business in the ordinary course of business.

(b) Negative Covenant. Except as otherwise expressly permitted herein, between the date of this Agreement and the Closing Date, Seller shall not, without the prior written Consent of Purchaser, (i) take any affirmative action, or fail to take any reasonable action within its control, as a result of which any of the material adverse change would be likely to occur; (ii) make any modification to any material Contract; or (iii) enter into any compromise or settlement of any litigation, proceeding or governmental investigation relating to the Assets, the Business or the Assumed Liabilities.

(c) Required Approvals. As promptly as practicable after the date of this Agreement, Seller shall make all filings required by any applicable legal requirements to be made by it in order to consummate the transaction contemplated hereby. Seller also shall cooperate with Purchaser in obtaining all consents required hereunder.

(d) Notification. Between the date of this Agreement and the Closing, Seller shall promptly notify Purchaser in writing if any of them becomes aware of (i) any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties made as of the date of this Agreement or (ii) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this



Agreement) cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Seller's discovery of, such fact or condition. During the same period, Seller also shall promptly notify Purchaser of the occurrence of any breach of any covenant of Seller in this Section 7 or of the occurrence of any event that may make the satisfaction of the conditions in Section 8 impossible or unlikely.

(e) Best Efforts. Seller shall use their best efforts to cause the conditions in Section 8 to be satisfied.

8. Covenants of Purchaser Prior to Closing.

(a) Required Approvals. As promptly as practicable after the date of this Agreement, Purchaser shall make, or cause to be made, all filings required by any applicable legal requirements to be made by it to consummate the transactions contemplated hereby. Purchaser also shall cooperate with Seller in obtaining all required consents, provided, however, that Purchaser shall not be required to dispose of or make any change to its business, expend any material funds or incur any other burden in order to comply with this Section 8(a).

(b) Notification. Between the date of this Agreement and the Closing, Purchaser shall promptly notify Seller in writing if any of them becomes aware of (i) any fact or condition that causes or constitutes a breach of any of Purchaser's representations and warranties made as of the date of this Agreement or (ii) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Purchaser's discovery of, such fact or condition. During the same period, Seller also shall promptly notify Purchaser of the occurrence of any breach of any covenant of Seller in Section 7 or of the occurrence of any event that may make the satisfaction of the conditions in this Section 8 impossible or unlikely.

(c) Best Efforts. Purchaser shall use its best efforts to cause the conditions in Section 10 to be satisfied.

9. Termination

(a) Termination Events. By notice given prior to or at the Closing, subject to Section 9(b), this Agreement may be terminated as follows:

(i) by Purchaser if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Purchaser;

(ii) by Seller if a material breach of any provision of this Agreement has been committed by Purchaser and such breach has not been waived by Seller;

(iii) by mutual consent of Purchaser and Seller;

(b) Effect of Termination. Each party's right of termination under this Section is in addition to any other rights it may have under this Agreement or otherwise, and the exercise

of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 12(a), all obligations of the parties under this Agreement will terminate.

#### 10. Additional Provisions

(a) Seller's Owner. Seller is a limited liability company in Georgia, as such, owners Robert William Rose, Scott Wesley Vann, Stanley Robert Griffin, and Joseph Daniel Craig agree to be personally liable for the obligations in the Agreement.

(b) Training. Seller agrees to provide up to 40 hours of support and training within the next one (1) year to Purchaser (the "Training Timeline") in 30-minute blocks, plus 3 days of training for the Blast App and 2 days of training for the Shot Saver. The Training Timeline shall start on the Closing and end one (1) year after the Closing.

(c) Custodian of Records. Effective at Closing, Purchaser shall be the custodian of records for all of the Business's physical and virtual customer files, all intellectual property, including but not limited to surveys, site plans, property records, and all customer/lead information. Purchaser shall have *view-only* privileges until the Closing Date.

(d) Employee Matters. With respect to any individual who is currently employed by Seller regarding the Business (whether or not such individual becomes employed by Purchaser at the Effective Date or thereafter, Purchaser having no obligations to offer employment to any of the Business's employees), Seller shall be responsible for payment of all wages, salaries and benefits payable to such individuals up to the Effective Date (and thereafter to the extent such individuals remain employed by Seller after the Effective Date). Seller shall timely pay and withhold all federal, state and other employment taxes as due with respect to all its employees through the Effective Date (and thereafter to the extent such individuals remain employed by Seller after the Effective Date).

(e) Operation of the Business of Seller. Between the date of this Agreement and the Effective Date, Seller shall:

- (i) conduct its Business only in the ordinary course of business;
- (ii) without making any commitment on Purchaser's behalf, use its commercially reasonable efforts to preserve intact its current Business, keep available the services of its employees and agents and maintain its relations and good will with customers, employees, agents and others having business relationships with it;
- (iii) confer with Purchaser prior to implementing operational decisions of a material nature; and
- (iv) fulfill all financial obligations of the Business through the end of April, including payroll and all current and past due utilities.

(f) Seller Responsibilities for Liabilities. Seller and Purchaser each agree that Seller shall be responsible for all liabilities, loans, mortgages, UCC financing statements, or any

other obligation that Seller had before this Agreement. Seller shall have the sole responsibility of relieving these debts. Purchaser reserves all of it's rights should Purchaser be affected by Seller's inaction.

(g) Mutual Cooperation. Seller and Purchaser each agree that following the Effective Date they will each hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks, or other property that they may receive on or after the Effective Date which property properly belongs to the other party and will account to the other for all such receipts.

(h) Non-disparagement. The Parties, including their employees and agents, will not make any oral or written statement or engage in conduct of any kind that either directly or indirectly disparages, criticizes, defames, or otherwise casts a negative characterization upon another of the Parties concerning this Agreement or matters subject to the Releases set forth in this Agreement.

(i) Further Acts. In addition to the acts and deeds stated herein and contemplated to be performed, executed and delivered by the respective parties hereto, each of the parties hereto agrees to perform, execute and deliver or cause to be performed, executed and delivered at the Effective Date and after the Effective Date any and all such further acts, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

(j) Confidentiality. All parties agree to treat this Agreement, all information concerning the other party that is furnished or made available in connection with this sale, and all information pertaining to the negotiation and sale of Assets of the Seller and Purchaser as confidential. All such information shall not be disclosed to any other person whatsoever. The parties shall limit the access to such information to such of their officers, directors, employees, representatives, agents, and advisors who need access to the information in connection with this transaction.

(k) Communications to customers and public. Upon execution of this Agreement and through the Effective Date, Seller and Purchaser agree to work together in good faith to communicate to current and potential customers (collectively, "Customers") of the Business the mutually-agreed upon language. This shall be the only written or verbal communications to Customers regarding the transactions of the Agreement.

(l) Notices. Except as otherwise expressly set forth herein, all notices permitted or required to be given hereunder shall be in writing and shall be deemed delivered: (a) upon receipt, when sent by overnight courier (such as Federal Express) or hand delivered; (b) four (4) business days after mailing, when sent by registered or certified mail, return receipt requested, postage prepaid; or (c) upon transmission, when sent via confirmed facsimile, with a copy delivered by first class mail, in each case, addressed as follows:

As to Seller:  
**Blast Guru, LLC**  
1604 Chesterfield Court  
Woodstock, Georgia 30189

Attn: Stanley Robert Griffin

As to Purchaser:

**Blastec, Inc.**

4965 Atlanta Highway  
Alpharetta, Georgia 30004  
Attn: William D. Watts

With a copy to:

Jonathan C. Beard  
202 Tribble Gap Rd., Suite 200  
Cumming, Georgia 30040

Any party may designate a different address from time to time by notice given in accordance with the provisions of this Section.

Assignment. Neither this Agreement, nor any rights or obligations of any party hereto, may be assigned or delegated by either party.

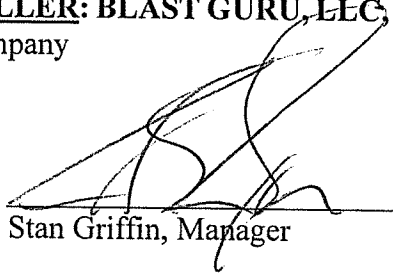
Miscellaneous. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Seller and Purchaser hereby irrevocably submit in any suit, action or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby or thereby to the exclusive jurisdiction and venue of any state or federal court having jurisdiction over Forsyth County, Georgia and waive any and all objections to jurisdiction and venue that they may have under the laws of the State of Georgia or the United States and any claim or objection that any such court is an inconvenient forum. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or other affected document, and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns, whether voluntary by act of the parties or involuntary by operation of law, as the case may be. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who by itself or through its agents prepared the same, it being agreed that the agents of both parties hereto have fully participated in the preparation of this Agreement. Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative and in addition to those other rights, powers, and remedies hereunder and those available at law or in equity. All such rights, powers, and remedies may be exercised separately or at once, and no exercise of any right, power, or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers, and remedies granted hereunder or available at law or in equity, except as

expressly provided herein. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought. Time is of the essence with respect to each and every covenant, agreement, and obligation of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and/or revokes any prior agreements not included within this Agreement, including prior drafts of documents, prior proposals, counterproposals and correspondence, whether written or oral.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SELLER: BLAST GURU, LLC**, a Georgia liability company

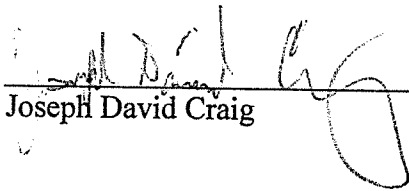
By:   
Stan Griffin, Manager

[CORPORATE SEAL]

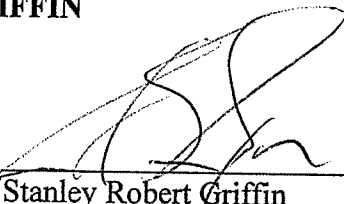
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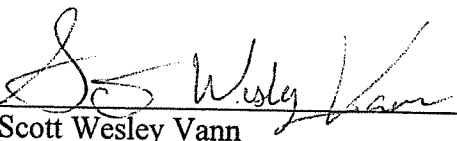
**SELLER'S OWNER: JOSEPH DAVID CRAIG**

By:   
Joseph David Craig

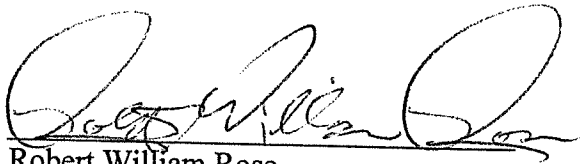
**SELLER'S OWNER: STANLEY ROBERT GRIFFIN**

By:   
Stanley Robert Griffin

**SELLER'S OWNER: SCOTT WESLEY VANN**

By:   
Scott Wesley Vann

**SELLER'S OWNER: ROBERT WILLIAM  
ROSE**

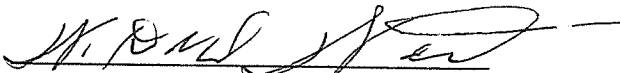
By:   
Robert William Rose

[SIGNATURES CONTINUE ON NEXT PAGE]



**PURCHASER:**

**BLASTEC, INC., a Georgia corporation**

By:   
Name: W. David Watts  
Title: President

## ASSET PURCHASE AGREEMENT

### EXHIBIT "A"

#### TANGIBLE ASSETS

• Item – ABS Casings	67 Sets	\$13,065.00
• Item – ABS Screen Frames	23 Sets	\$690.00
• Item -Oli Micro 6MVE Electronic Motors	10 Items	\$1,060.20
• Item – Cleveland Pneumatic Motors	3 Items	\$527.85
• Item – Mesh Screen f/6	100 Items	\$183.54
• Item – Mesh Screen f/8	60 Items	\$244.72
• Item – Mesh Screen f/4	80 Items	\$122.36
• Item – Mesh Screen f/5	50 Items	\$152.95
• Item – Mesh Screen f/3	25 Items	\$91.77
• Item – Scalping Mesh f/DS	15 Rolls	\$1,160.92
• Item – Circle Magnets	9 Sets	\$47.52
• Item – Flat Magnets	3 Packages	\$5.50
• Item – Stainless Fasteners	Assorted	\$150.00
• Item – 3M Black Adhesive	9 Tubes	\$107.10
• Item – 3M Green Adhesive	9 Tubes	\$107.10
• Item – 3M Adhesive Nozzles	30 Items	\$33.00
• Item – Shot Saver Decals	54 Items	\$125.28
• Item – Foam for Interior Rails	3 Packages	\$11.64
• Item – Rubber Grommets	179 Items	\$170.05
• Item – Black Silicone	1 Tube	\$5.38
• Item – Telescoping Shipping Boxes	10 Sets	\$100.00
• Item – Shot Saver Molds with Plumbing	1 Set	\$45,000.00
• Item – Foot Shear	1 Shear	
• Item – Patent Pending Stamp	1 Item	
• Item – Hardware Storage Stand	1 Stand	
• Item – Screen Frame Gluing Weights	2 Items	
• Item – Screen Frame Jigs (wooden)	3 Items	
• Amazon Camera Battery Charger	1 Charger	
• Amazon Lens Cap	1 Lens Cap	
• B&H Photo TRRS Rode Adapter	1 Adapter	
• Camera Filters, Audio Adapter, and Small Tripod		
• Lowes Dremel Tools and Blades		
• Best Buy Grip for iPhone Tripod Mount	1 Item	
• Best Buy Compact Action Tripod	1 Item	
• Rode Video Mic Pro+	1 Item	
• Amazon DVI to DVI adapter	1 Item	
• Lowes Small Drill for Shot Saver construction	1 Item	
• Lowes Shot Saver stand for agent	1 Item	

**PATENT**

**REEL: 060697 FRAME: 0777**

## **ASSET PURCHASE AGREEMENT**

### **EXHIBIT "B"** **Intangible Assets**

- Blast Guru brand name
- Shot Saver brand name
- Trademark for Blast Guru
- Pending Patent for Shot Saver
- Website for Blast Guru
- E-Storefront for Shot Saver
- Blast App
  - Including Source Code and Database information
- Goodwill
- Contact information for supply sources
- Shot Saver assembly training within 30 days of Closing
- Blast App familiarity training within 30 days of Closing
- All drawings of products
- Drawings from Sparks Mechanical
- Sample Shot Saver Unit used for promotion

## ASSET PURCHASE AGREEMENT

### EXHIBIT "C"

#### BILL OF SALE

The undersigned, **Blast Guru, LLC**, a Georgia limited liability company ("Seller") for and in consideration of Ten and no/100 Dollars (\$10.00) the payment in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and transfer to **Blastec, Inc.**, a Georgia corporation ("Purchaser"), all of its rights, title and interest, tangible or intangible, in the Assets listed below:

Certain Tangible Assets of **Blast Guru, LLC** including but not limited to:

- All furniture, inventory, displays, promotional materials, advertisements, equipment, cash, prepaid expenses, and others as listed in Exhibit "A-1".

Together with:

Certain Intangible Assets of **Blast Guru, LLC**, including but not limited to the following:

- All physical and virtual customer files, all intellectual property, including but not limited to all customer/lead information
- The "Blast App", the "Shot Saver", and all other apps and/or technology regarding these items
- All other items as listed in Exhibit "B"

This Bill of Sale is effective as of April 20<sup>th</sup>, 2022.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale.

**SELLER: Blast Guru, LLC, a Georgia limited liability company**

By: 

Stan Griffin, Manager

[COMPANY SEAL]

## EXHIBIT "A-1"

### TANGIBLE ASSETS

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• Item – Screen Frame Jigs (wooden)	3 Items	
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• Lowes Dremel Tools and Blades		
• Best Buy Grip for iPhone Tripod Mount	1 Item	
• Best Buy Compact Action Tripod	1 Item	
• Rode Video Mic Pro+	1 Item	
• Amazon DVI to DVI adapter	1 Item	
• Lowes Small Drill for Shot Saver construction	1 Item	
• Lowes Shot Saver stand for agent	1 Item	

**PATENT**

**REEL: 060697 FRAME: 0780**

## **ASSET PURCHASE AGREEMENT**

### **EXHIBIT "B-1"** **Intangible Assets**

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- Shot Saver brand name
- Trademark for Blast Guru
- Pending Patent for Shot Saver
- Website for Blast Guru
- E-Storefront for Shot Saver
- Blast App
  - Including Source Code and Database information
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- Contact information for supply sources
- Shot Saver assembly training within 30 days of Closing
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- All drawings of products
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