

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8208878

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DRIFIRE, LLC	05/31/2016
RECEIVING PARTY DATA		
Name:	NATIONAL SAFETY APPAREL, INC.	
Street Address:	15825 INDUSTRIAL PKWY	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44135	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Application Number:	61329876	
Application Number:	13695321	
Application Number:	14247793	
Application Number:	61368678	
Application Number:	13812299	
Application Number:	61221268	
Application Number:	13380548	
Application Number:	61620417	
Application Number:	14238294	
Application Number:	61586213	
Application Number:	14368596	
Application Number:	61586220	
Application Number:	14368603	
Application Number:	29369480	
Application Number:	61676518	
Application Number:	14417726	
Application Number:	61874353	
Application Number:	12912567	
Application Number:	62043442	
Application Number:	14834526	

PATENT

Property Type	Number
PCT Number:	US2011034265
PCT Number:	US2011045860
PCT Number:	US2010040146
PCT Number:	US2013032173
PCT Number:	US2013020680
PCT Number:	US2013020691
PCT Number:	US2013048521
PCT Number:	US2014052918
PCT Number:	US2015035783
Application Number:	62024619

CORRESPONDENCE DATA

Fax Number: (216)363-4588

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.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: DUNCAN POIRIER

Address Line 1: 127 PUBLIC SQUARE

Address Line 2: SUITE 4900

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 27349-35

NAME OF SUBMITTER: DUNCAN POIRIER

SIGNATURE: /Duncan Poirier/

DATE SIGNED: 10/06/2023

Total Attachments: 27

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of May 31, 2016 (this "**Agreement**"), by and among driFire, LLC, a Delaware limited liability company (the "**Seller**"), driFire Holding Corp., a Delaware corporation ("**HoldCo**"), Sterling Optimizer Holdings, LLC, a Delaware limited liability company ("**SOH**" and together with HoldCo, the "**Co-Guarantors**"), and National Safety Apparel, Inc., an Ohio corporation (the "**Buyer**"). The Seller and the Co-Guarantors are collectively referred to herein as the "**Seller Parties**" and each a "**Seller Party**". Capitalized terms used herein are defined in the text; an index of such terms is included at the beginning of this Agreement.

PREAMBLE

SOH owns all of the issued and outstanding equity securities of HoldCo, and HoldCo owns all of the issued and outstanding equity securities of the Seller. The Seller is engaged in the operation of the fire resistant protective clothing business, which, for purposes of this Agreement, excludes the Excluded Business (as hereinafter defined) (the "**Business**"). The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the operating assets used by the Seller in the Business, all upon the terms and subject to the conditions set forth herein. Therefore, the parties hereby agree as follows with the intent to be legally bound.

AGREEMENT

ARTICLE I PURCHASE AND SALE OF ASSETS

1.01 Purchase and Sale of Assets. On the Closing Date, the Seller will sell to the Buyer, and the Buyer will purchase from the Seller, all of the Seller's rights, title and interest in and to the following assets of the Seller (collectively, the "**Assets**"), free and clear of any liens encumbrances, charges or other restrictions:

[REDACTED]

[REDACTED]

(c) all patents, registered and unregistered trademarks, service marks, logos, corporate and trade names, domain names and registered and common law copyrights, and all applications therefor, used in the operation of the Business (other than the "drirelease" trademark and the related moisture wicking technology);

(d) all inventions, discoveries, techniques, processes, methods, formulae, designs, computer software, trade secrets, confidential information, know-how and ideas used in the operation of the Business (together with the items listed in subsection (c) above, the "**Intellectual Property**");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(j) all goodwill of the Business or associated with any of the Assets; and

[REDACTED]

[REDACTED]

[REDACTED]

1.04 Purchase Price. The purchase price for the Assets (the “Purchase Price”) will be [REDACTED] (the “Closing Purchase Price”), which amount is subject to adjustment in accordance with Sections 1.05 and 1.08. The Closing Purchase Price will be payable by the Buyer at Closing as follows:

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller hereby represents and warrants to the Buyer as follows:

2.01 Organization and Qualification. The Seller is a limited liability company duly formed, validly existing and in good standing in the state of Delaware. The Seller is duly qualified to do business as a foreign entity and is in good standing in all jurisdictions in which the ownership of its properties or the nature of its business makes such qualification necessary, except to the extent that the failure to be so qualified, individually or in the aggregate, is not likely to have a Material Adverse Effect, and all of such jurisdictions are listed on Schedule 2.01. As used in this Agreement, "**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, or financial condition of the Business or (b) the ability of the Seller to consummate the transactions contemplated by the Transaction Documents; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect except to the extent

such events, occurrences or circumstances had a disproportionate effect on the Seller: any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in United States generally accepted accounting principles, (5) changes in laws issued by any governmental entity, or (6) the execution of, or performance of obligations under, the Transaction Documents.

2.02 Power and Authority. The Seller has the corporate power and authority to own its assets, to conduct its business as presently conducted and to execute, deliver and perform the Transaction Documents.

2.03 Execution and Enforceability. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by the Seller and constitute (or upon such execution and delivery will constitute) legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with their respective terms.

2.04 No Breach, Default, Violation or Consent. Assuming that the Seller obtains all necessary consents with respect to the assignment or transfer of Business Agreements and Business Permits, the execution, delivery and performance by the Seller of the Transaction Documents do not and will not:

- (a) violate the Seller's organizational documents;
- (b) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, result in the creation of any Lien on the Assets under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any Business Agreement or Business Permit or any Business Agreements;
- (c) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental entity (each a "**Governmental Order**") which names the Seller or is directed to the Seller, the Business or any of the Assets;
- (d) violate any law, rule, regulation, ordinance or code of any governmental entity (including, without limitation any environmental law, rule, regulation, ordinance or code) (each a "**Governmental Rule**"); or
- (e) require any consent, authorization, approval, exemption or other action by, or any filing, registration or qualification with, any person or entity (each a "**Person**").

[REDACTED]

[REDACTED]

2.12 Intellectual Property. Schedule 2.12 sets forth a correct and complete list of (a) all patents, registered and unregistered trademarks, service marks, logos, corporate and trade names, domain names and registered and unregistered copyrights, and all applications therefor, included in the Intellectual Property, (b) all licenses or other agreements pursuant to which any Person has the right to use any Intellectual Property owned by the Seller and (c) all licenses or other agreements pursuant to which the Seller has the right to use any Intellectual Property owned by others (excluding “shrink-wrapped” software applications that are generally available to the public). The Seller has the lawful right to use all of the Intellectual Property, and no such use infringes upon the lawful rights of any other Person. To Seller’s Knowledge, no Person is using any Intellectual Property in a manner which infringes upon the lawful rights of the Seller in a manner that would be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. The Intellectual Property excludes all intellectual property used in Seller’s business of manufacturing, sale or distribution of products involving the “drirelease” trademark and the related moisture wicking technology (the “**Excluded Business**”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.17 Title Matters. Except as otherwise disclosed on Schedule 2.17, the Seller has (a) good and marketable (and, in the case of any owned Real Property, fee simple) title to all Assets purported to be owned by it and (b) good leasehold title to all Assets purported to be leased by it, in each case free and clear of all liens, claims and encumbrances of any nature whatsoever (collectively, "**Liens**"). On the Closing Date, the Seller will transfer to the Buyer title to the Assets free and clear of all Liens other than those marked as "Permitted Liens" on Schedule 2.17.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

amendment of any material agreement to which such Co-Guarantor is a party or by which such Co-Guarantor or any of its assets is bound;

(c) breach or otherwise violate any Governmental Order which names such Co-Guarantor or is directed to such Co-Guarantor or any of its assets;

(d) violate any Governmental Rule; or

(e) require any consent, authorization, approval, exemption or other action by, or any filing, registration or qualification with, any Person.

3.05 Brokers. Such Co-Guarantor has not employed or retained, and has no liability to, any broker, agent or finder on account of this Agreement or any of the other Transaction Documents or the transactions contemplated hereby or thereby.

3.06 Disclaimer of Other Representations and Warranties. The representations and warranties set forth in this ARTICLE III are the only representations and warranties made by each of the Co-Guarantors with respect to such Co-Guarantor and the transactions contemplated by this Agreement. Except as specifically set forth in this ARTICLE III, neither of the Co-Guarantors nor any of their respective directors, managers, officers, employees, agents or representatives makes or has made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to such Co-Guarantor, the Business, the Assets or the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller as follows:

4.01 Organization. The Buyer is a corporation duly incorporated, validly existing and in good standing in the State of Ohio.

4.02 Power and Authority. The Buyer has the requisite power and authority to own its properties and assets, to operate its business as presently conducted and to execute, deliver and perform the Transaction Documents to which it is a party.

4.03 Execution and Enforceability. This Agreement has been, and on the Closing Date the other Transaction Documents to which the Buyer is a party will be, duly and validly executed and delivered by the Buyer and constitute (or upon such execution and delivery will constitute) legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their respective terms.

4.04 No Breach, Default, Violation or Consent. The execution, delivery and performance by the Buyer of the Transaction Documents to which it is a party do not and will not:

(a) violate the Buyer's organizational documents;

(b) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, result in the creation of any Lien on any assets of the Buyer under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any material agreement to which the Buyer is a party or by which the Buyer or any of its assets is bound;

(c) breach or otherwise violate any Governmental Order which names the Buyer or is directed to the Buyer or any of its assets;

(d) violate any Governmental Rule; or

(e) require any consent, authorization, approval, exemption or other action by, or any filing, registration or qualification with, any Person.

4.05 Brokers. The Buyer has not employed or retained, and has no liability to, any broker, agent or finder on account of this Agreement or any of the other Transaction Documents or the transactions contemplated hereby or thereby.

4.06 Solvency. Immediately after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due, including with respect to the Closing Note; and (b) have adequate capital to carry on its current and anticipated businesses.

4.07 Non-Reliance; Independent Investigation. The Buyer has experience in the acquisition and valuation of ongoing businesses and acknowledges that it has received, or has had access to, all information which it considers necessary or advisable to enable it to make an informed investment decision concerning its purchase of the Assets. The Buyer hereby acknowledges and agrees that, except as specifically set forth in ARTICLES II and III, neither the Seller nor or any of its directors, managers, officers, employees, agents or representatives make or have made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Seller, the Business, any of the Assets or any other matter relating to the transactions contemplated by this Agreement, including as to (a) merchantability or fitness for any particular use or purpose, (b) the operation of the Business after the Closing Date in any manner or (c) the probable success or profitability of the Business after the Closing Date (including, for purposes of clarity, any such information contained in any projections).

**ARTICLE V
[RESERVED]**

**ARTICLE VI
CLOSING AND CLOSING DELIVERABLES**

6.01 Closing. The closing of the transactions contemplated hereby (the “**Closing**”) will take place on the date hereof via electronic delivery of documents and signatures (whether in PDF format or via facsimile transmission), which delivery shall be deemed to take place at the offices of Benesch, Friedlander, Coplan & Aronoff LLP, 200 Public Square, Suite 2300, Cleveland, Ohio 44114, or at such other place, or on such other date, as the parties may mutually

agree upon in writing. The date on which the Closing occurs is referred to herein as the "Closing Date".

6.02 Closing Deliverables of the Seller Parties. At the Closing, the Seller Parties shall deliver the following to the Buyer:

(a) Secretary's Certificate. Each of the Seller and each Co-Guarantor shall deliver to the Buyer a certificate of its Secretary (or similar officer) dated as of the Closing Date and certifying (i) that correct and complete copies of its organizational documents are attached thereto, (ii) that correct and complete copies of each resolution of its board of directors (or similar governing body) approving the Transaction Documents and authorizing the execution thereof and the consummation of the transactions contemplated thereby are attached thereto and (iii) the incumbency and signatures of the officers of the Seller and each Co-Guarantor, as applicable, authorized to execute and deliver the Transaction Documents on behalf of the Seller or the applicable Co-Guarantor.

(b) Other Transaction Documents. The following documents and instruments, each dated the Closing Date (together with this Agreement and any agreements listed in Section 6.03, the "Transaction Documents"):

(i) the Closing Note in substantially the form of Exhibit A;

(ii) a Bill of Sale in substantially the form of Exhibit D;

(iii) an Assignment and Assumption Agreement in substantially the form of Exhibit E (the "Assignment and Assumption Agreement");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.03 Closing Deliverables of Buyer. At the Closing, the Buyer shall deliver the following to the Seller Parties:

(a) Secretary's Certificate. The Buyer shall deliver to the Seller a certificate of its Secretary (or similar officer) dated the Closing Date and certifying (i) that correct and complete copies of its organizational documents are attached thereto, (ii) that correct and complete copies of each resolution of its board of directors (or similar governing body) approving the Transaction Documents and authorizing the execution thereof and the consummation of the transactions contemplated thereby are attached thereto and (iii) the incumbency and signatures of the officers of the Buyer authorized to execute and deliver the Transaction Documents on behalf of the Buyer.

(b) Other Transaction Documents. The following documents and instruments, each dated the Closing Date:

- (i) the Closing Note in substantially the form of Exhibit A;
- (ii) the Assignment and Assumption Agreement;
- (iii) the Transitional Services Agreement;
- (iv) the Subordination Agreement;
- (v) the Modification Agreement;
- (vi) the Sublease; and
- (vii) the Domain Name Assignment.

(c) Closing Purchase Price. The Buyer shall pay the Closing Purchase Price in accordance with Section 1.04, subject to the adjustments contemplated by Sections 1.05 and 1.08.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE IX
GENERAL PROVISIONS**

9.01 Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned, pledged or otherwise transferred by any party, whether by operation of law or otherwise, without the prior consent of the other party or parties; provided, that (a) the Buyer may assign its rights hereunder to an Affiliate so long as the Buyer remains liable hereunder, and may collaterally assign its rights hereunder to any lender, and (b) either party may assign its rights hereunder to a purchaser of all or substantially all of its assets or any successor by merger.

9.02 Confidentiality.

(a) As used in this Section the “**Confidential Information**” of a party means all information concerning or related to the business, operations, financial condition or prospects of such party or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and specifically includes (i) all information regarding the officers, directors, employees, customers, suppliers, distributors, sales representatives and licensees of such party and its Affiliates, in each case whether present or prospective, (ii) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such party and its Affiliates, (iii) all financial statements, audit reports, budgets and business plans or forecasts of such party and its Affiliates and (iv) the Transaction Documents and the transactions contemplated thereby; provided, that the Confidential Information of a party does not include (A) information which is or becomes generally known to the public through no act or omission of the other party and (B) information which has been or hereafter is lawfully obtained by the other party from a source other than the party to whom such Confidential Information belongs (or any of its Affiliates or their respective officers, directors, employees, guarantors or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the party to whom such Confidential Information belongs or any of its Affiliates at the time such Confidential Information was or is disclosed to the other party.

(b) Except as otherwise permitted by subsection (c) below, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) Notwithstanding subsection (b) above, each of the parties is permitted to:

(i) disclose Confidential Information of the other party to its officers, directors, employees, lenders, agents and Affiliates, but only to the extent reasonably necessary in order for such party to perform its obligations and exercise its rights and remedies under this Agreement, and such party will take all such action as are necessary or desirable in order to ensure that each of such Persons maintains the confidentiality of any Confidential Information that is so disclosed;

(ii) make additional disclosures of or use for its own benefit Confidential Information of the other party, but only if and to the extent that such disclosures or use are specifically contemplated by this Agreement; and

(iii) disclose Confidential Information of the other party to the extent, but only to the extent, required by Governmental Rules; provided, that prior to making any disclosure pursuant to this subsection, the disclosing party will notify the affected party of the same, and the affected party will have the right to participate with the disclosing party in determining the amount and type of Confidential Information of the affected party, if any, which must be disclosed in order to comply with Governmental Rules.

(iv) Notwithstanding any other provision of this Section, all information that constitutes Confidential Information of the Seller and which relates to the Assets or the Business as of immediately prior to the Closing shall be deemed to be Confidential Information of the Buyer as of the Closing and thereafter, and the Seller Parties shall have no further rights thereto except as specifically provided herein.

(d) Notwithstanding any other provision of this Agreement, the parties shall continue to be bound by the terms of the Confidentiality Agreement.

9.03 Expenses. Except as otherwise specifically provided herein or in any other Transaction Document, each party is responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of the Transaction Documents. Any sales Tax, transfer Tax or similar Tax payable as a result of the transfer of the Assets to the Buyer will be paid one-half (1/2) by the Buyer and one-half (1/2) by the Seller Parties.

9.04 Further Assurances. The parties will from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required by applicable Governmental Rules or reasonably requested by any party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement and the other Transaction Documents. Without limiting the generality of the foregoing, each party agrees to endorse (if necessary) and deliver to the other, promptly after its receipt thereof, any payment or document which it receives after the Closing Date and which is the property of the other.

9.05 Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder will be: (a) in writing; (b) sent by messenger, certified or registered U.S. mail, a reliable express delivery service or fax/email (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (c) deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by a receipt executed by the addressee (or a responsible person in his or her office), the records of the Person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service. All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five (5) business days' prior notice:

If to the Seller or the Co-Guarantors:

driFire, LLC
c/o Sterling Partners
401 N Michigan Ave., Suite 3300
Chicago, IL 60611
Attention: General Counsel
Fax: 312-465-7001

with a copy to:

Katten Muchin Rosenman LLP
525 West Monroe Street, Suite 1900
Chicago, IL 60661
Attn: Saul E. Rudo
Email: saul.rudo@kattenlaw.com

If to the Buyer:

National Safety Apparel, Inc.
15825 Industrial Parkway
Cleveland, OH 44135
Attention: Chief Executive Officer
Email:

with a copy to:

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114-2378
Attn: Kevin Margolis
Email: kmargolis@beneschlaw.com

9.06 Specific Performance. The parties agree that (a) irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and (b) the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled to at law or in equity, in each case, without the requirement of posting any bond or other type of security.

9.07 Publicity. Neither party will make any press release or other public announcement regarding this Agreement or the other Transaction Documents or any transaction contemplated hereby or thereby until the text of such release or announcement has been submitted to the other party and the other party has approved the same.

9.08 Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) together with the other Transaction Documents, contains the entire agreement of the parties with respect to the transactions contemplated hereby and thereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of laws rules; and (e) is binding upon, and will inure to the benefit of, the parties and their respective heirs, successors and permitted assigns. The due performance or observance by a party of any of its obligations under this Agreement may be waived only by a writing signed by the party against whom enforcement of such waiver

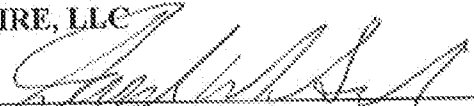
is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Each party to this Agreement, by its execution hereof, hereby: (x) irrevocably submits to the exclusive jurisdiction of the courts located in Delaware for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement or the subject matter hereof; (y) waives to the extent not prohibited by applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named court, that its property is exempt or immune from attachment or execution, that any such action brought in the above-named court should be dismissed on grounds of forum non conveniens, should be transferred to any court other than courts located in Delaware should be stayed by reason of the pendency of some other proceeding in any other court other than the above-named court, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (z) agrees not to commence any such action other than before the above-named court, nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than the above-named court, whether on the grounds of inconvenient forum or otherwise. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF ANY PARTY TO THIS AGREEMENT IN NEGOTIATION, EXECUTION AND DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

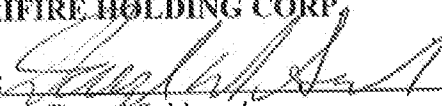
SELLER:

DRIFIRE, LLC


By: 
Name: Darryl Schimeck
Title: Chief Executive Officer

CO-GUARANTORS:

DRIFIRE HOLDING CORP

By: 
Name: Darryl Schimeck
Title: Chief Executive Officer

STERLING OPTIMER HOLDINGS, LLC

By: 
Name: Darryl Schimeck
Title: Chief Executive Officer

BUYER:

NATIONAL SAFETY APPAREL, INC.

By: _____
Name:
Title:

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

SELLER:

DRIFIRE, LLC

By: _____

Name: _____

Title: _____

CO-GUARANTORS:

DRIFIRE HOLDING CORP.

By: _____

Name: _____

Title: _____

STERLING OPTIMER HOLDINGS, LLC

By: _____

Name: _____

Title: _____

BUYER:

NATIONAL SAFETY APPAREL, INC.

By:  _____

Name: Chuck Grossman

Title: CEO

BILL OF SALE

THIS BILL OF SALE (this "*Bill of Sale*"), effective as of May 31, 2016, is made by driFire, LLC, a Delaware limited liability company ("*Seller*"), in favor of National Safety Apparel, Inc., an Ohio corporation ("*Buyer*"), and is being executed pursuant to the Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of the date hereof, by and among Buyer, Seller, driFire Holding Corp., a Delaware corporation, and Sterling Optimizer Holdings, LLC, a Delaware limited liability company. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

FOR VALUE RECEIVED, in consideration of the mutual promises contained herein and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller, pursuant to the terms and subject to the conditions contained in the Purchase Agreement, hereby sells, conveys, transfers, assigns, grants, and delivers to Buyer all right, title, and interest in and to all of the Assets free and clear of all Liens (other than Permitted Liens specified on Schedule 2.17 of the Purchase Agreement).

2. Notwithstanding anything herein to the contrary, the provisions of this Bill of Sale shall be subject to the provisions of the Purchase Agreement. If and to the extent the provisions of this Bill of Sale are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement. For purposes of clarity, Buyer is not purchasing from Seller any Excluded Assets or any rights related thereto.

3. Seller shall take all actions reasonably requested by Buyer to execute and deliver to Buyer, simultaneously with the execution and delivery of this Bill of Sale, all documents of title, registrations and other books, records, data, files, and other documents and information (in any form) relating to the Assets.

4. If any term or provision of this Bill of Sale will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Bill of Sale will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

5. This Bill of Sale is governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

6. This Bill of Sale shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and permitted assigns.

7. Any signature to this Bill of Sale delivered via facsimile, electronic mail, or in pdf format shall be deemed an original for all purposes.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered by its duly authorized representative as of the date first written above.

DRIFIRE, LLC

By: 

Name: Darryl Schimeck

Its: Chief Executive Officer

[Signature Page to Bill of Sale]

DISCLOSURE SCHEDULES

These Disclosure Schedules (these “**Disclosure Schedules**”) are made and given pursuant to the Asset Purchase Agreement, dated as of May 31, 2016 (the “**Agreement**”) by and among driFire, LLC, a Delaware limited liability company (the “**Seller**”), driFire Holding Corp., a Delaware corporation (“**HoldCo**”), Sterling Optimizer Holdings, LLC, a Delaware limited liability company (“**SOH**” and together with HoldCo, the “**Co-Guarantors**”), and National Safety Apparel, Inc., an Ohio corporation (the “**Buyer**”).

Unless otherwise stated, all capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement. The schedule numbers below correspond to the applicable section of the Agreement, including the representations and warranties contained therein; provided, however, that any information disclosed or referred to in any schedule or section of any schedule contained in these Disclosure Schedules or any exhibit hereto shall constitute disclosure called for in any other schedule or section of any schedule contained in these Disclosure Schedules to the extent that the relevance of such other disclosure to such other schedule or section of any schedule is reasonably apparent from the wording of such disclosure. In disclosing any information in any schedule or exhibit to these Disclosure Schedules, the Seller and each of the Co-Guarantors expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

These Disclosure Schedules should be read in their entirety and are qualified in their entirety by reference to the specific provisions of the Agreement. For completeness of disclosure and convenience of reference, information has been provided in certain schedules contained in these Disclosure Schedules that is not necessarily material and should not be construed as expanding or modifying the representations and warranties or modifying the levels of materiality contained in the sections of the Agreement corresponding to such schedules contained in these Disclosure Schedules. No disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement, law, or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The specification of any dollar amount or the inclusion of any item in these Disclosure Schedules is not intended to imply that the amounts, or higher or lower amounts, or the items included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in these Disclosure Schedules in any dispute or controversy between the parties as to whether any obligation, item, or matter not described or included in these Disclosure Schedules is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside the ordinary course of business. The information contained in these Disclosure Schedules is disclosed solely for purposes of the Agreement, and no information contained in these Disclosure Schedules shall be deemed to be an admission by any party to any third party of any matter whatsoever (including any violation of law or breach of contract).

The annexes, attachments and exhibits to these Disclosure Schedules, if any, form an integral part of these Disclosure Schedules and are incorporated by reference for all purposes as if set forth fully herein.

Schedule 2.12

Intellectual Property

(a)

Type	Status	Country	Application Date	Grant Date	Name / Description of Intellectual Property	Application or Serial Number
Patent	Filed	Australia	04/28/2011	06/25/15	Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	2011245379
Patent	Filed	Canada	04/28/2011		Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	2797859
Patent	Granted	China P.R.	04/28/2011	01/20/16	Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	201180031011.0
Patent	Filed	EPC	04/28/2011		Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	11775549.6
Patent	Filed	India	04/28/2011		Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	3379/KOLNP/2012
Patent	Granted	Japan	04/28/2011	08/25/15	Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	2013-508237
Patent	Inactive	Patent Cooperation Treaty	04/28/2011		Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	PCT/US2011/034265
Patent	Inactive	United States of America	04/30/2010		Fiber Blends for Garments with High Thermal and Moisture Management Properties	61/329876
Patent	Granted	United States of America	04/28/2011	05/27/2014	Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	13/695321
Patent	Granted	United States of America	04/08/2014	03/10/2015	Fiber Blends for Garments with High Thermal, Abrasion Resistance, and Moisture Management Properties	14/247793
Patent	Granted	Australia	07/29/2011	09/03/15	Fire Resistant Woven Fabrics and Garments	2011282564
Patent	Filed	Canada	07/29/2011		Fire Resistant Woven Fabrics and Garments	2806907
Patent	Granted	China P.R.	07/29/2011	04/15/2015	Fire Resistant Woven Fabrics and Garments	201180042835.8
Patent	Filed	EPC	07/29/2011		Fire Resistant Woven Fabrics and Garments	11813235.6

PATENT

REEL: 065178 FRAME: 0039

Patent	Filed	India	07/29/2011		Fire Resistant Woven Fabrics and Garments	892/CHENP/2013
Patent	Filed	Japan	07/29/2011	08/28/15	Fire Resistant Woven Fabrics and Garments	2013-521996
Patent	Inactive	Patent Cooperation Treaty	07/29/2011		Fire Resistant Woven Fabrics and Garments	PCT/US2011/045860
Patent	Inactive	United States of America	07/29/2010		Fire Resistant Woven Fabrics and Garments	61/368678
Patent	Granted	United States of America	07/29/2011	05/19/2015	Fire Resistant Woven Fabrics and Garments	13/812299
Patent	Inactive	Patent Cooperation Treaty	06/28/2010		Protective Fabrics and Garments	PCT/US2010/040146
Patent	Inactive	United States of America	06/29/2009		Fabric with Knit Construction Providing Electrical Arc Protection	61/221268
Patent	Inactive	United States of America	06/28/2010		Protective Fabrics and Garments	13/380548
Patent	Inactive	Patent Cooperation Treaty	03/15/2013		Fiber Blends for Dual Hazard and Comfort Properties	PCT/US2013/032173
Patent	Inactive	United States of America	04/04/2012		Fiber Blends for Dual Hazard and Comfort Properties	61/620417
Patent	Inactive	United States of America	03/15/2013		Fiber Blends for Dual Hazard and Comfort Properties	14/238294
Patent	Filed	Canada	01/08/2013		Garment System	2860541
Patent	Inactive	Patent Cooperation Treaty	01/08/2013		Garment System	PCT/US2013/020680
Patent	Inactive	United States of America	01/13/2012		Garment System	61/586213
Patent	Filed	United States of America	01/08/2013		Garment System	14/368596
Patent	Filed	Canada	01/08/2013		Protective Pad Assembly	2860679
Patent	Inactive	Patent Cooperation Treaty	01/08/2013		Protective Pad Assembly	PCT/US2013/020691
Patent	Inactive	United States of America	01/13/2012		Protective Pad Assembly	61/586220
Patent	Filed	United States of America	01/08/2013		Protective Pad Assembly	14/368603
Patent	Granted	Canada	03/07/2011	12/20/2013	Pair Of Pants With Knee Pads	139539
Patent	Granted	Canada	08/12/2011	12/20/2013	Knee Pad	141838
Patent	Granted	European Community Design	02/01/2011	02/01/2011	Knee Pads	001814351-0001
Patent	Granted	European Community Design	02/01/2011	02/01/2011	Knee Pads	001814351-0002
Patent	Granted	United States of America	09/09/2010	08/09/2011	Knee Pad Assembly	29/369480

Patent	Filed	Australia	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	2013293487
Patent	Filed	Canada	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	2879861
Patent	Filed	China P.R.	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	201380044738.1
Patent	Filed	EPC	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	13822850.7
Patent	Filed	Hong Kong	10/08/2015		Fiber Blends for Wash Durable Thermal and Comfort Properties	15109855.8
Patent	Filed	India	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	929/CHENP/2015
Patent	Filed	Japan	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	2015-524289
Patent	Inactive	Patent Cooperation Treaty	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	PCT/US2013/048521
Patent	Inactive	United States of America	07/27/2012		Fiber Blends for Wash Durable Thermal and Comfort Properties	61/676518
Patent	Filed	United States of America	06/28/2013		Fiber Blends for Wash Durable Thermal and Comfort Properties	14/417726
Patent	Filed	Canada	08/27/2014		Garment Having Extensible Sleeves	2919527
Patent	Inactive	Patent Cooperation Treaty	08/27/2014		Garment Having Extensible Sleeves	PCT/US2014/052918
Patent	Inactive	United States of America	09/05/2013		Garment Having Extensible Sleeves	61/874353
Patent	Filed	United States of America	09/05/2013		Garment Having Extensible Sleeves	12/912567
Patent	Filed	Australia	06/15/15		Lightweight, Dual Hazard Fabrics	2015224518
Patent	Filed	India	10/14/2014		Lightweight, Dual Hazard Fabrics	2937/DEL/2014
Patent	Filed	Patent Cooperation Treaty	06/15/15		Lightweight, Dual Hazard Fabrics	PCT/US2015/035783
Patent	Filed	United States of America	07/15/2014		Lightweight, Dual Hazard Fabrics	62/024619
Patent	Filed	India	10/14/2014		Lightweight, Arc-Rated, Dyeable Fabrics	2934/DEL/2014
Patent	Inactive	United States of America	08/29/2014		Lightweight, Arc-Rated, Dyeable Fabrics	62/043442
Patent	Filed	United States of America	08/25/2015		Lightweight, Arc-Rated, Dyeable Fabrics	14/834,526
Trademark	Filed	United States of America	02/16/16		Industrial Athletic	86909369
Trademark	Registered	Mexico	08/28/06	08/07/07	DRIFIRE	803030
Trademark	Registered	Mexico	09/07/06	02/27/07	Phoenix Design	805340

Trademark	Registered	Canada	09/06/06	07/30/09	Phoenix Design	131550400
Trademark	Registered	Canada	08/28/06	07/30/09	DRIFIRE	131544100
Trademark	Registered	Japan	03/15/07	09/07/07	DRIFIRE	2007-022599
Trademark	Registered	CTM	08/31/06	07/31/07	DRIFIRE	5318134
Trademark	Registered	CTM	09/07/06	10/05/07	Phoenix Design	5332382
Trademark	Registered	United States of America	03/09/06	06/03/08	Phoenix Design	78833568
Trademark	Cancelled	United States of America	03/10/10	02/01/11	COMFORTABLE FR WEAR	77955059
Trademark	Registered	Singapore	05/11/10	08/19/10	DRIFIRE	T1005909F
Trademark	Registered	United States of America	05/14/10	12/28/10	DRIFIRE	85/038443
Trademark	Abandoned	United States of America	05/14/10		Phoenix Design	85/038441
Trademark	Abandoned	United States of America	04/13/12		DRIFIRE COMFORTABLE FR WEAR	85/597,270
Trademark	Registered	United States of America	04/03/13	11/12/13	DUALCOOL	85/893,962
Trademark	Registered	United States of America	06/12/13	11/12/13	FORTREX	85/957,797
Trademark	Registered	Australia	03/04/13	03/04/13	DRIFIRE & PHOENIX Logo	1544241
Trademark	Registered	Chile	02/23/12	08/31/13	DRIFIRE	995.382
Trademark	Not Filed	China			DRIFIRE	
Trademark	Registered	Japan	02/18/15	10/30/15	DRIFIRE	2015-014766
Trademark	Not Filed	Korea			DRIFIRE	
Trademark	Registered	Russia	02/18/15	05/16/16	DRIFIRE	2015-704235
Trademark	Filed	Taiwan	02/17/15		DRIFIRE	104010135
Trademark	Registered	Mexico	09/07/06	02/27/07	Phoenix Design	805341
Trademark	Registered	United States of America	02/27/06	01/01/08	DRIFIRE	78824226
Trademark	Not Filed	China			Phoenix Design	
Trademark	Registered	Japan	03/03/15	10/23/15	Phoenix Design	2015-019395

Trademark	Not Filed	Korea			Phoenix Design		
Trademark	Filed	Russia	02/27/15		Phoenix Design	2015705152	
Trademark	Filed	Taiwan	03/02/15		Phoenix Design	104011117	
Trademark	Filed	Australia	07/20/15		DRIFIRE	1708415	
Trademark	Filed	New Zealand	07/20/15		DRIFIRE	1023862	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	DRIFIRE	1436023977	
Trademark	Filed	United Arab Emirates	09/14/15		DRIFIRE	240358	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	DRIFIRE	1436023978	
Trademark	Filed	United Arab Emirates	09/14/15		DRIFIRE	240359	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	DRIFIRE	1436023979	
Trademark	Filed	United Arab Emirates	09/14/15		DRIFIRE	240360	
Trademark	Registered	Australia	07/29/15	07/29/15	Phoenix Design	1710288	
Trademark	Registered	New Zealand	07/20/15	07/20/15	Phoenix Design	1023863	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	Phoenix Design	1436023973	
Trademark	Filed	United Arab Emirates	09/08/15		Phoenix Design	240066	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	Phoenix Design	1436023974	
Trademark	Filed	United Arab Emirates	09/08/15		Phoenix Design	220067	
Trademark	Registered	Saudi Arabia	09/02/15	01/05/16	Phoenix Design	1436023975	
Trademark	Filed	United Arab Emirates	09/08/15		Phoenix Design	220068	
Trademark	Filed	United States of America	08/12/15		DRIFIRE AND PHOENIX Logo	86/722,073	
Trademark	Filed	United States of America	04/28/16		BORN ON THE BATTLEFIELD. PROVEN ON THE TRACK. READY FOR WORK.	87/017,111	
Trademark	Filed	United States of America	02/16/16		INDUSTRIAL ATHLETE	86/909,369	
Trademark	Unregistered	United States of America			Prime		
Trademark	Unregistered	United States of America			High Performance FR		

Trademark	Unregistered	United States of America	4.4
Trademark	Unregistered	United States of America	StrongKnit
Trademark	Unregistered	United States of America	Beyond
Domain Name		United States of America	drifire.com
Domain Name		United States of America	drifire.us
Domain Name		Canada	drifire.ca

(b)

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(c)

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