

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | CONTINENTAL INTERMODAL GROUP - TRUCKING LLC | 08/03/2022 |
| RECEIVING PARTY DATA | | |
| Name: | NEXTIER COMPLETION SOLUTIONS INC. | |
| Street Address: | 3990 ROGERDALE RD | |
| City: | HOUSTON | |
| State/Country: | TEXAS | |
| Postal Code: | 77042 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 9334124 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 7138939026 | |
| Email: | scott.maddux@nextierofs.com | |
| Correspondent Name: | SCOTT MADDUX | |
| Address Line 1: | 3990 ROGERDALE RD | |
| Address Line 4: | HOUSTON, TEXAS 77042 | |
| NAME OF SUBMITTER: | SCOTT MADDUX | |
| SIGNATURE: | /Scott Maddux/ | |
| DATE SIGNED: | 10/20/2023 | |
| Total Attachments: 22 | | |
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BILL OF SALE

THIS BILL OF SALE (the “Bill of Sale”), dated as of August 3, 2022, is made and entered into by **CONTINENTAL INTERMODAL GROUP – TRUCKING, LLC**, an Oklahoma limited liability company (“Trucking”), **CONTINENTAL INTERMODAL GROUP LP**, a Delaware limited partnership (“CIG”), **CIG LOGISTICS LLC**, a Delaware limited liability company (“Logistics”, and, together with Trucking and CIG, “Sellers”), in favor of **NEXTier COMPLETION SOLUTIONS INC.**, a Delaware corporation (“Buyer”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Buyer, Sellers and the other party thereto.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to sell, convey, transfer, assign and deliver to Buyer, and Buyer has agreed to purchase, all of Sellers’ and their respective Affiliates’ right, title and interest in and to the Transferred Assets; and

WHEREAS, Sellers desire to sell, convey, transfer, assign and deliver the Transferred Assets to Buyer in accordance with the terms of the Purchase Agreement;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Transferred Assets. Sellers hereby sell, convey, transfer, assign and deliver to Buyer all of Sellers’ and their respective Affiliates’ right, title and interest in and to the Transferred Assets, free and clear of all Liens other than Permitted Liens.

Section 2. Excluded Assets. For the avoidance of doubt, the Transferred Assets shall not include any of the Excluded Assets.

Section 3. No Third Party Beneficiaries. This Bill of Sale shall inure exclusively to the benefit of and be binding upon Buyer and Sellers and their respective successors, permitted assigns, executors and legal representatives. This Bill of Sale is not intended to confer on or on behalf of any Person (other than Buyer, Sellers and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

Section 4. Headings. The section and paragraph headings contained in this Bill of Sale are for reference purposes only and shall not affect the meaning or interpretation of this Bill of Sale.

Section 5. Further Assurances. Sellers shall from time to time after the date hereof at the request of Buyer, and without further consideration, execute and deliver to Buyer such additional instruments of conveyance in addition to this Bill of Sale as Buyer shall reasonably request to evidence more fully the transfer by Sellers to Buyer of the Transferred Assets.

Section 6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the Laws of the State of Texas applicable to contracts executed and to be performed wholly within the State of Texas and without reference to the choice or conflict of law principles (whether of the State of Texas or any other jurisdiction) that would result in the application of the Laws of a different jurisdiction.

Section 7. Counterparts. This Bill of Sale may be executed in one or more counterparts, and by either of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale by e-mail shall be as effective as delivery of a manually executed counterpart of this Bill of Sale.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first above written.

SELLERS:

**CONTINENTAL INTERMODAL GROUP -
TRUCKING, LLC**

By: 

David Nightingale

Title: Chief Executive Officer

CONTINENTAL INTERMODAL GROUP LP

By: Continental Intermodal Group GP LLC, its
general partner

By: 

Name: David Nightingale

Title: Chief Executive Officer

CIG LOGISTICS LLC

By: 


Name: David Nightingale

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first above written.

BUYER:

NEXTIER COMPLETION SOLUTIONS INC.

By: 
Name: Kenneth Pucheu
Title: Executive Vice President and CFO

Signature page to Bill of Sale

PATENT
REEL: 065301 FRAME: 0615

ASSET PURCHASE AGREEMENT

by and among

CONTINENTAL INTERMODAL GROUP – TRUCKING, LLC,

CONTINENTAL INTERMODAL GROUP LP,

CIG LOGISTICS LLC,

NEXTIER COMPLETION SOLUTIONS INC.

and, for purposes of Section 2.6, Section 2.8(c) and Article IV,

NEXTIER OILFIELD SOLUTIONS INC.

Dated as of August 3, 2022

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of August 3, 2022, is by and among Continental Intermodal Group – Trucking, LLC, an Oklahoma limited liability company (“Trucking”), Continental Intermodal Group LP, a Delaware limited partnership (“CIG”), CIG Logistics LLC, a Delaware limited liability company (“Logistics”, and, together with Trucking and CIG, “Sellers”), NexTier Completion Solutions Inc., a Delaware corporation (“Buyer”), and, for purposes of Section 2.6, Section 2.8(c) and Article IV, NexTier Oilfield Solutions Inc., a Delaware corporation (“Parent”). Each of Buyer and Sellers may be referred to herein as a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, Sellers are engaged, directly and indirectly through their respective Affiliates in, among other things, the Business;

WHEREAS, Sellers desire to sell and transfer, and Buyer desires to purchase, all of the Transferred Assets for the consideration set forth in Section 2.6, and Sellers desire to transfer, and Buyer desires to assume, the Assumed Liabilities, in each case, subject to the terms and conditions of this Agreement;

WHEREAS, concurrently with the execution of this Agreement and the Closing, the Parties shall execute and deliver the Ancillary Agreements; and

WHEREAS, the Parties desire to make certain representations, warranties and covenants in connection with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS; INTERPRETATION

Section 1.1 Defined Terms. For the purposes of this Agreement, the following terms shall have the following meanings:

“Action” shall mean any suit, arbitration, litigation, charge, investigation, audit or proceeding of any nature whether civil, criminal, administrative, indictment or regulatory.

“ADA” means the United States Americans with Disabilities Act and the rules and regulations promulgated thereunder.

“ADEA” means the United States Age Discrimination in Employment Act and the rules and regulations promulgated thereunder.

“Affiliate” shall mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, Controls or is Controlled by or is under common Control with such Person.

“Aggregate Consideration” shall mean the aggregate of (a) the Cash Purchase Price and (b) \$4,670,000, which represents the fair market value of the Equity Consideration as of market close the day immediately prior to the Closing Date.

“Ancillary Agreements” shall mean the Assignment Agreements, Bills of Sale, Transition Services Agreement, the Registration Rights Agreement, the Loving NM Lease and the Software License Agreement.

“Business” shall mean the sand hauling, wellsite storage business and last mile logistics business of CIG and its Subsidiaries.

“Business Contracts” shall mean all Contracts set forth in Section 1.1(a) of the Seller Disclosure Schedule.

“Business Day” shall mean any day that is not a Saturday, a Sunday or other day on which commercial banks in New York, New York or Houston, Texas are required or authorized by Law to be closed.

“Business Employee” shall mean each individual who is, as of the date of this Agreement, employed by any Seller or any of their respective Affiliates and who primarily provides services in support of the Business, including any individual who is not actively at work as a result of disability or an approved leave of absence, as set forth in Section 1.1(b) of the Seller Disclosure Schedule.

“Cash Purchase Price” shall mean \$27,176,282.35.

“CERCLA” means the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9607 et seq. and the rules and regulations promulgated thereunder.

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act or similar state laws, and regulations and guidance issued thereunder.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” shall mean any Contract that is a collective bargaining agreement or other labor union contract applicable to the Business or Business Employees.

“Common Shares” means shares of common stock, par value \$0.01, of Parent.

“Confidentiality Agreement” shall mean that certain Non-Disclosure Agreement, dated as of January 24, 2022, between Buyer and Energy Capital Partners III, LLC.

“Contract” shall mean any legally binding agreement, contract, license or lease, excluding any Seller Plan.

“Control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (and the terms “Controlled by” and “under common Control with” shall have correlative meanings).

“COVID-19” shall mean SARS-CoV-2 or COVID-19, and any variants or evolutions thereof or related or associated epidemics, pandemics or disease outbreaks.

“Customer” means each customer that paid the Sellers in the aggregate more than \$250,000 during the 12-month period ended June 30, 2022.

“Environmental Laws” shall mean any applicable Law relating to (a) Releases of Hazardous Material; (b) pollution or protection of the environment; or (c) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Material.

“Equity Consideration” shall mean 500,000 Common Shares.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) under common control within the meaning of Section 4001(b)(1) of ERISA with Sellers or that, together with Sellers, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code, currently or at any relevant time.

“Excluded Taxes” shall mean all Liabilities with respect to Taxes imposed with respect to the Business or the Transferred Assets for any Pre-Closing Tax Period, which shall be determined with respect to any Straddle Period in accordance with Section 7.3 hereof.

“FLSA” means the United States Fair Labor Standards Act and the rules and regulations promulgated thereunder.

“FMLA” means the United States Family and Medical Leave Act and the rules and regulations promulgated thereunder.

“Fraud” shall mean, with respect to a Party, an actual and intentional common law fraud (as opposed to any fraud claim based on constructive knowledge, negligent misrepresentation or omission, recklessness or a similar theory) in respect of the making by such Party of any representation or warranty expressly set forth in Article III or Article IV, as applicable, with intent to deceive another Party, or to induce that Party to enter into this Agreement and requires (a) a false representation of material fact set forth in Article III or Article IV; (b) Knowledge by the Party making such representation that such representation is false (provided, that such knowledge shall only be deemed to exist if any Person set forth on Section 1.1(c) of the Seller Disclosure Schedule (in the case of Sellers) or as set forth on Section 1.1(d) of the Buyer Disclosure Schedule (in the case of Buyer) had actual knowledge (as opposed to having imputed

or constructive knowledge or knowledge that could have been obtained after inquiry) that such representation is false); (c) an intention by such Party to induce the other Party to whom such representation is made to act or refrain from acting in reliance upon it; (d) causing such other Party, in justifiable reliance upon such false representation and with ignorance to the falsity of such representation, to take or refrain from taking action; and (e) causing such other Party to suffer actual damage by reason of such reliance.

“GAAP” shall mean generally accepted accounting principles in the United States, as in effect on the date of this Agreement, consistently applied throughout the periods involved.

“Governmental Entity” shall mean any foreign, multinational, domestic, federal, territorial, state, provincial, municipal or local governmental entity, quasi-governmental entity, ministry, court, tribunal, judicial or arbitral body, commission, board, panel, bureau, agency or instrumentality, or any regulatory, administrative or other law, rule or regulation-making or enforcing entity, department, agency, or any political or other subdivision, department or branch of any of the foregoing (in each case whether public or private).

“Hazardous Material” shall mean any substance, product, or waste material which is identified, listed, published, regulated or defined as a hazardous waste, toxic substance, hazardous material or other similarly regulated material or substance under any Environmental Law or by any Governmental Entity, including naturally occurring radioactive materials, other radioactive materials, petroleum refined products and petroleum waste, polychlorinated biphenyls and asbestos.

“Indebtedness” of any Person shall mean, without duplication, whether contingent or not, (a) (i) the outstanding principal amount of any indebtedness for borrowed money or extensions of credit (other than trade accounts payable and other accrued current liabilities) and (ii) all other obligations evidenced by notes, debentures, bonds or other similar instruments the payment of which such Person is responsible or liable, (b) all obligations under swaps, hedges, caps, collars, options, futures or similar instruments, (c) the balance deferred and unpaid of the purchase price of any property (including pursuant to capital leases) but excluding trade payables, if and to the extent any such trade payables would appear as a liability upon a balance sheet prepared on a consolidated basis in accordance with GAAP, (d) guarantees, direct or indirect, in any manner, of all or any part of any item listed in clauses (a) through (c) above of any other Person, and (e) all interest, principal, prepayment penalties, premiums, fees or expenses due or owing in respect of any item listed in clauses (a) through (d) above.

“Intellectual Property” shall mean: (a) patents and applications therefor; (b) Marks, together with all appurtenant goodwill, along with renewals thereof; (c) copyrights, whether or not registered or published, and registrations, recordations and applications for registration therefor (including copyrights in computer software) and reversions, extensions and renewals thereof, including moral rights; (d) trade secrets and other rights in confidential information; (e) rights of publicity; (f) industrial designs and applications and registrations therefor; and (g) other intellectual property rights.

“IRS” shall mean the U.S. Internal Revenue Service.

“Knowledge” shall mean, (a) with respect to Sellers, the actual knowledge of the persons listed on Section 1.1(c) of the Seller Disclosure Schedule, and (b) with respect to Buyer, the actual knowledge of the persons listed on Section 1.1(d) of the Buyer Disclosure Schedule.

“Labor Laws” means all Laws governing or concerning labor relations, unions and collective bargaining, conditions of employment, employment discrimination and harassment, wages, hours or occupational safety and health, including ERISA, the United States Immigration Reform and Control Act of 1986, the United States National Labor Relations Act, the United States Civil Rights Acts of 1866 and 1964, the United States Equal Pay Act, ADEA, ADA, FMLA, the WARN Act, OSHA, and the FLSA, and all regulations promulgated under such acts.

“Law” shall mean any federal, state, provincial, municipal, local or foreign law, statute, regulation, ordinance, rule, judgment, approval, concession, grant, franchise, directive, requirement, or other governmental restriction, any similar form of decision or approval of, or determination by or any legally binding interpretation or administration of any of the foregoing by, any Governmental Entity and the published practice of any Tax Authority.

“Liability” shall mean all obligations, commitments and other liabilities, whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, fixed or otherwise, or whether due or to become due, including any fines, penalties, judgments, awards or settlements respecting any judicial, administrative or arbitration proceedings or any damages, losses, assessments, deficiencies, claims or demands with respect to any applicable Law.

“Liens” shall mean all liens (statutory or otherwise), pledges, charges, mortgages, claims, security interest and other similar restrictions on transfer and other encumbrances or restrictions on use. For the avoidance of doubt, any consents or approvals required from third parties to assign, convey or transfer the Transferred Assets in connection with the consummation of the transactions contemplated by this Agreement shall not constitute a “Lien.”

“Loving NM Lease” shall mean the lease pertaining to the Loving, NM shop and yard owned and operated by Sellers and their respective Affiliates, entered into concurrently with the execution of this Agreement, by and between Buyer and Continental Intermodal Group – Permian LLC.

“Marks” shall mean fictional business names, corporate names, trade names, trade dress rights, registered and unregistered trademarks and service marks, domain names, social media identifiers, other indicia of source, origin, sponsorship, endorsement or certification, any registrations of any of the foregoing, and any applications for any of the foregoing or for such registrations.

“Material Adverse Effect” shall mean an event, development, fact, circumstance, change or effect that is materially adverse to the Business, the Transferred Assets, and their condition (financial or otherwise), taken as a whole.

“NLRB” means the United States National Labor Relations Board.

“Order” shall mean any order, judgment, writ, injunction, stipulation, award or decree of any Governmental Entity.

“Ordinary Course of Business” shall mean, with respect to any Person, the ordinary course of business of such Person; provided, that actions taken (or omitted to be taken) in response to COVID-19 or any Public Health Measures shall be deemed to be in the Ordinary Course of Business.

“OSHA” means the United States Occupational Safety and Health Administration.

“Permits” shall mean all licenses, permits, franchises, approvals, grants, qualifications, registrations, authorizations, consents or orders of, or filings with, any Governmental Entity.

“Permitted Liens” shall mean the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested by appropriate proceedings; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed by applicable Law; (c) Liens incurred or deposits made in the Ordinary Course of Business in connection with vacation pay, workers’ compensation, unemployment insurance or similar statutory obligations or other types of social security; (d) immaterial Liens incurred in the Ordinary Course of Business securing Liabilities that do not constitute Indebtedness; (e) in respect of real property, whether registered or unregistered, defects or imperfections of title, minor encroachments, easements, declarations, covenants, rights-of-way, restrictions, mortgages, pledges, security interests, charges, instruments or encumbrances that do not materially affect the use of real estate as used by the Business as of the date hereof; (f) in respect or real property, whether registered or unregistered, requirements and restrictions of zoning ordinances, variances, conditional use permits and similar regulations, permits, approvals and conditions, and other land use and environmental regulations promulgated by Governmental Entities; (g) in respect of real property, Liens not created by any Seller or any of their respective Affiliates that affect the underlying fee interest of any leased real property, including master leases or ground leases, and any matters, rights and interests that an accurate up-to-date survey would show which do not materially interfere with the ordinary conduct of the Business as it is conducted on the date hereof; (h) all exceptions, restrictions, easements, imperfections of title, charges, rights-of-way and other Liens that do not materially interfere with the present use of the Transferred Assets, taken as a whole and (i) those Liens that will be released after the Closing Date in accordance with Section 5.12.

“Person” shall mean an individual, partnership (general or limited), corporation, limited liability company, joint venture, association or other form of business organization (whether or not regarded as a legal entity under applicable Law), trust or other entity or organization, including a Governmental Entity.

“Pre-Closing Tax Period” shall mean any Tax period ending on or before the Closing Date and, in the case of a Straddle Period, the portion of such period ending on the Closing Date.

“Property Taxes” shall mean real, personal and intangible *ad valorem* property Taxes that are levied on a recurring basis rather than by reference to a particular taxable event or events.

“Public Health Measures” shall mean any closures, “shelter-in-place,” “stay at home,” workforce reduction, social distancing, shut down, closure, curfew or other restrictions or any other Laws, orders, directives, guidelines or recommendations issued by any Governmental Entity, the Centers for Disease Control and Prevention, the World Health Organization or any industry group in connection with COVID-19 or any other epidemic, pandemic or outbreak of disease, or in connection with or in response to any other public health conditions.

“R&W Policy” shall mean that certain representation and warranty insurance policy issued by Concord Specialty Risk with respect to representations and warranties contained in this Agreement purchased by Buyer.

“Registration Rights Agreement” shall mean that certain registration rights agreement entered into concurrently with the execution of this Agreement, by and between Parent and CIG.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Seller Plan” shall mean each “employee benefit plan” (as defined in Section 3(3) of ERISA) and each employee compensation or benefit plan, program, policy, agreement or other arrangement, including any bonus, incentive, retention, deferred compensation, vacation, stock purchase, equity or equity-based compensation, severance, employment, individual consulting, change of Control, retirement, vacation or paid time off, fringe benefit plan, program policy, agreement or other arrangement (whether or not subject to ERISA, written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic), in each case, that is sponsored, maintained, contributed to or required to be contributed to by any Seller or their respective ERISA Affiliates for the benefit of any Business Employee or any present or former employee, individual independent contractor, officer or director (or any spouse or dependent of any such individual) of any Seller who primarily provides services in support of the Business, or with respect to which any Seller has or could reasonably be expected to have any Liability (including on account of any of their respective ERISA Affiliates).

“Seller Transaction Expenses” shall mean (i) all of the fees, costs and expenses incurred by any Seller or their respective Affiliates in connection with the transactions contemplated by this Agreement, including all such fees, costs and expenses payable to attorneys, financial advisors or accountants, and all obligations under any engagement letter or other agreement or understanding with any investment banker or broker in connection with the transactions contemplated by this Agreement; and (ii) any sale or change of Control bonuses or severance or similar payments and bonuses, if any, payable to any Business Employee as a result of the execution of this Agreement or in connection with the consummation of the transactions contemplated hereby, whether accrued for or not, and any other acceleration or increases in rights or benefits required to be provided or payable to a Business Employee by any Seller after the Closing Date (excluding, in each case, any payments resulting from a termination of employment or service initiated by, or at the request of, Buyer or any of its Affiliates), together with the employer’s portion of any employment Taxes associated with such payments.

“Software License Agreement” means that certain Software License Agreement, dated as of the date hereof, by and between CIG and Buyer, pursuant to which, among other things, Buyer licenses the PropLogistics software owned by CIG.

“Straddle Period” shall mean any taxable period that begins on or before the Closing Date and ends after the Closing Date.

“Subsidiary” shall mean, with respect to any Person, any corporation, entity or other organization whether incorporated or unincorporated, of which (a) such first Person directly or indirectly owns or Controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (b) such first Person is the general partner or managing member.

“Supplier” means the ten most significant suppliers of the Business, based on aggregate spending during the 12-month period ended June 30, 2022.

“Tax” shall mean any tax, duty, assessment, levy or other charge, including any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value-added, transfer, production, franchise, profits, license, withholding on amounts paid to or by the taxpayer, payroll, employment, excise, severance, stamp, stamp duty reserve, stamp duty land, capital stock, occupation, property, environmental, windfall, premium, custom, together with any interest, penalties and additions thereto or in respect thereof, in each case, imposed, assessed or collected by or under the authority of any Tax Authority, whether disputed or not.

“Tax Authority” shall mean any Governmental Entity responsible for the administration, imposition or collection of any Tax.

“Tax Proceeding” shall mean any audit, examination, contest, litigation or other proceeding with or against any Tax Authority.

“Tax Return” shall mean any return, declaration, report, election, information return, schedule, claim for refund or information return or statement filed or required to be filed with any Tax Authority relating to the determination, assessment, collection or administration of any Taxes, including any related or supporting information and any amendment thereof.

“Transition Services Agreement” shall mean the transition services agreement entered into concurrently with the execution of this Agreement, by and between Buyer and CIG.

Section 1.2 Other Definitions. The following terms shall have the meanings defined in the Section indicated:

| | |
|--------------------------------------|--------------------|
| Agreement..... | Preamble |
| Allocation | Section 2.7 |
| Allocation Schedule..... | Section 2.7 |
| Assignment Agreements..... | Section 2.8(a)(i) |
| Assumed Liabilities | Section 2.3 |
| Bills of Sale..... | Section 2.8(a)(ii) |
| Business Intellectual Property | Section 3.12(b) |

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|--|---------------------|
| Business Real Properties..... | Section 3.8(a) |
| Business Real Property | Section 3.8(a) |
| Business Real Property Lease..... | Section 3.11(a)(ix) |
| Buyer..... | Preamble |
| Buyer Arrangements..... | Section 3.7(d) |
| Buyer Disclosure Schedule..... | Article IV |
| Buyer Financial Statements | Section 4.6(a) |
| Buyer Indemnitees | Section 8.1 |
| Buyer Misallocated Assets | Section 5.6 |
| Buyer SEC Documents | Section 4.6(a) |
| CIG | Preamble |
| Closing..... | Section 2.8 |
| Closing Date | Section 2.8 |
| Closing Time | Section 2.8 |
| Employment Commencement Date..... | Section 6.1(a) |
| Exchange Act..... | Section 4.6(a) |
| Excluded Assets..... | Section 2.2 |
| Excluded Facilities..... | Section 5.1(c) |
| Excluded Liabilities | Section 2.4 |
| Inbound Licenses | Section 3.12(d) |
| Indemnitee | Section 8.4(a) |
| Indemnitor..... | Section 8.4(a) |
| Licenses | Section 3.12(d) |
| Logistics..... | Preamble |
| M&A Qualified Beneficiaries..... | Section 6.2 |
| Material Contracts | Section 3.11(a) |
| Materials | Section 5.11 |
| Misallocated Assets | Section 5.6 |
| New Plans | Section 6.2 |
| Non-Assignable Asset | Section 2.5(a) |
| Notice of Claim..... | Section 8.4(a) |
| Old Plans..... | Section 6.2 |
| Outbound Licenses | Section 3.12(d) |
| Parties | Preamble |
| Party | Preamble |
| Registered Intellectual Property | Section 3.12(a) |
| Sale | Section 2.1 |
| Securities Act..... | Section 4.6(a) |
| Seller Disclosure Schedule | Article III |
| Seller Indemnitees | Section 8.2 |
| Seller Marks..... | Section 5.11 |
| Seller Misallocated Assets..... | Section 5.6 |
| Sellers | Preamble |
| Selling Group..... | Section 6.2 |
| Third-Party Rights | Section 2.5(b) |
| Transfer Taxes | Section 7.2 |

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|------------------------------------|----------------|
| Transferred Assets | Section 2.1 |
| Transferred Books and Records..... | Section 2.1(e) |
| Transferred Employees | Section 6.1(a) |
| Transferred IP | Section 2.1(c) |
| Trucking..... | Preamble |
| WARN Act | Section 6.5 |

Section 1.3 Interpretation; Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) any references to the terms Article, Section, paragraph, Exhibit and Schedules are references to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (iv) references to “\$” shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement; (v) the word “including” and words of similar import when used in this Agreement and the Ancillary Agreements shall mean “including without limitation,” unless otherwise specified; (vi) the word “or” shall not be exclusive; (vii) references to “written” or “in writing” include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) the headings contained in this Agreement and the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the Ancillary Agreements; (x) each Party has participated in the negotiation and drafting of this Agreement and the Ancillary Agreements and if an ambiguity or question of interpretation should arise, this Agreement and the Ancillary Agreements shall be construed as if drafted jointly by the parties hereto and thereto and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions in this Agreement or the Ancillary Agreements; (xi) a reference to any Person includes such Person’s successors and permitted assigns; (xii) any reference to “days” means calendar days unless Business Days are expressly specified; and (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end at the close of business on the next succeeding Business Day.

(b) It is understood and agreed that the specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Seller Disclosure Schedule or Buyer Disclosure Schedule is not intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Seller Disclosure Schedule or Buyer Disclosure Schedule in any dispute or controversy between the Parties as to whether any obligation, item or matter not described in this Agreement or included in the Seller Disclosure Schedule or Buyer Disclosure Schedule is or is not material for purposes of this Agreement.

(c) Any disclosure with respect to a Section or schedule of this Agreement, including any Section of the Seller Disclosure Schedule or Buyer Disclosure Schedule, shall be

deemed to be disclosed for other Sections and schedules of this Agreement, including any Section of the Seller Disclosure Schedule or Buyer Disclosure Schedule, to the extent that the relevance of such disclosure to such other Sections or schedules is reasonably apparent.

ARTICLE II THE SALE AND PURCHASE

Section 2.1 Sale and Purchase. Upon the terms and subject to the conditions of this Agreement, at the Closing, each Seller shall, and shall cause its respective Affiliates to, sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, all of Sellers' and their respective Affiliates' right, title and interest in and to (the "Sale") all of the assets, properties and rights related to, owned, used or held for use by any Seller or any of their respective Affiliates that are used exclusively in the Business, including the following assets, properties, rights and interests of any kind, whether tangible or intangible, real or personal, to the extent they are used exclusively in the Business, free and clear of all Liens other than Permitted Liens, as such assets shall exist on the date hereof (collectively, the "Transferred Assets");

- (a) All Business Contracts;
- (b) All Business Real Property Leases;
- (c) All Intellectual Property that is set forth on Section 2.1(c) of the Seller Disclosure Schedule (collectively, the "Transferred IP");
- (d) All vehicles, machinery, equipment, materials, supplies (including office and other supplies), spare, replacement and component parts, furniture, fixed assets, computer hardware, fixtures and other tangible personal property of any of the Sellers (i) set forth in Section 2.1(d) of the Seller Disclosure Schedule or (ii) physically located at any of the Business Real Properties as of Closing (in each case, regardless of whether or not such assets are used exclusively in the Business);
- (e) Subject to Section 2.2(c), all books and records that are used exclusively in the Business, including all lists, records and other information exclusively pertaining to accounts, vendors, suppliers, licensors and customers of the Business (the "Transferred Books and Records");
- (f) All inventory that is exclusively used in the Business;
- (g) Subject to Section 2.2(b) and Section 2.2(g), all claims, lawsuits, judgments, refunds, credits, causes of action, rights of recovery and rights of set-off of any kind that are used exclusively in the Business, whether arising by way of counterclaim or otherwise (other than Excluded Assets or those related to Excluded Liabilities, including those Excluded Assets referenced in Section 2.2(g));
- (h) All rights in and under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Sellers and used exclusively in the Business;

Section 2.1

(c) TRANSFERRED IP

Trademark Registrations and Applications:

| Mark | Jurisdiction | Serial No./ Filing Date | Registration No./ Registration Date | Current Owner of Record |
|------------|--------------|----------------------------|--|----------------------------|
| HYDRABEAR | USA | 85634922 24-MAY-2012 | 4822407 29-SEP-2015 | Trucking |
| SANDSTORM | USA | 85064026 16-JUN-2010 | 4418880 15-OCT-2013 | Trucking |
| HydraBear | Canada | 1577694 15-MAY-2012 | TMA855130 12-JUL-2013 | Trucking |
| GravityBox | Canada | 1577695 15-MAY-2012 | TMA855112 12-JUL-2013 | Trucking |
| SANDSTORM | Canada | 1479249 30-APR-2010 | TMA836983 26-NOV-2012 | Trucking |

Unregistered Trademarks:

| Mark | Jurisdiction |
|------------|--------------|
| GravityBox | USA |

Patents and Patent Applications:

| Title | Jurisdiction | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|--|--------------|------------------------------------|--------------------|------------------------------|-------------------------------|
| CONTROL SYSTEM FOR MATERIAL HANDLING CONVEYOR VEHICLE | USA | 14/732,928 08-JUN-2015 | 2015- 0353291 | 9,643,789 09-MAY- 2017 | Trucking |

| Title | Jurisdiction | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|---|---------------------|-------------------------------------|------------------------|-------------------------------|--------------------------------|
| CONTROL SYSTEM FOR MATERIAL HANDLING CONVEYOR VEHICLE | CA | CA 2893686 05-JUN-2015 | CA 2893686 | | Trucking |
| CONVEYOR TRANSITION FOR MATERIAL HANDLING | CA | CA 2932588 07-JUN-2016 | CA 2932588 | | Trucking |
| COVER SHIELD SYSTEM FOR A TELESCOPIC CONVEYOR | USA | 15/176,815 08-JUN-2016 | 2016-0355348 | 9,840,371 12-DEC-2017 | Trucking |
| COVER SHIELD SYSTEM FOR A TELESCOPIC CONVEYOR | CA | CA 2932589 07-JUN-2016 | CA 2932589 | | Trucking |
| MATERIAL HANDLING CONVEYOR VEHICLE | USA | 14/286,488 23-MAY-2014 | 2015-0336747 | 9,499,348 22-NOV-2016 | Trucking |
| MATERIAL HANDLING CONVEYOR VEHICLE | USA | 14/945,944 19-NOV-2015 | 2016-0068349 | 9,334,124 10-MAY-2016 | Trucking |
| MOBILE MATERIAL HANDLING AND METERING SYS | USA | 12/909,357 21-OCT-2010 | 2012-0099954 | 8,944,740 03-FEB-2015 | Trucking |

| Title | Jurisdiction | Application No./ Filing Date | Publication No. | Patent No./ Issue Date | Current Owner of Record |
|--|---------------------|-------------------------------------|------------------------|-------------------------------|--------------------------------|
| MOBILE MATERIAL HANDLING AND METERING SYSTEM | CA | CA 2777284 17-MAY-2012 | CA 2777284 | CA 2777284 27-OCT-2015 | Trucking |
| MOBILE MATERIAL HANDLING AND METERING SYSTEM | USA | 13/452,422 20-APR-2012 | 2012-0219391 | 9,428,348 30-AUG-2016 | Trucking |
| SAND TRAILER | USA | 15/893,074 09-FEB-2018 | 2019-0084468 | 10,800,316 13-OCT-2020 | Trucking |
| SAND TRAILER | CA | CA2994278 17-MAY-2012 | CA2994278 | CA2994278 27-MAY-2015 | Trucking |

(d) TANGIBLE PERSONAL PROPERTY

See attached Annex 2.1(d).

(k) MISCELLANEOUS TRANSFERRED ASSETS

None.