

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8274923

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	508104395

CONVEYING PARTY DATA

Name	Execution Date
SKY CLIMBER FASTENERS LLC	07/13/2023

RECEIVING PARTY DATA

Name:	BPC LG 2, LLC
Street Address:	101 SOUTH TRYON STREET, 26TH FLOOR
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28280

PROPERTY NUMBERS Total: 26

Property Type	Number
Application Number:	63023519
Application Number:	63053796
Application Number:	63158240
Application Number:	15595620
Patent Number:	11137015
Application Number:	17395074
PCT Number:	US2239264
Patent Number:	11209041
Patent Number:	11732745
Application Number:	18235602
Patent Number:	11261903
Patent Number:	11333190
Application Number:	17745085
Patent Number:	11732740
Application Number:	18235582
PCT Number:	US2131779
Application Number:	17379488
PCT Number:	US2142215
Application Number:	63363508

PATENT

Property Type	Number
Application Number:	18138320
PCT Number:	US2319607
Application Number:	63230102
Application Number:	17881967
PCT Number:	US2239564
Application Number:	17689204
PCT Number:	US2219281

CORRESPONDENCE DATA

Fax Number: (614)228-6704
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: 6142286280
Email: patents@invention-protection.com
Correspondent Name: DAWSEY CO. LPA
Address Line 1: PO BOX 785
Address Line 4: COLUMBUS, OHIO 43216

ATTORNEY DOCKET NUMBER:	BPCL-230831.000
NAME OF SUBMITTER:	DAVID J. DAWSEY
SIGNATURE:	/David J. Dawsey/
DATE SIGNED:	11/14/2023

Total Attachments: 24

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 13, 2023 (the "Effective Date"), is entered into between Sky Climber Fasteners LLC, an Ohio limited liability company ("Seller"), and BPC LG 2, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in Annex A hereto.

BACKGROUND

A. Seller is engaged in, among other things, the business of designing, manufacturing, marketing and selling aerospace and industrial fastener and bolt products, including without limitation those listed on Schedule 1.1(a) attached hereto (the "Business").

B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title and interest in and to the Purchased Assets (as defined below), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions set forth herein, as of the Effective Date, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in and to all of the assets, properties and rights of every kind and nature primarily used, held for use or useful in connection with the Business, including, without limitation, those assets listed on Schedule 1.1(a) attached hereto (such assets, collectively, the "Purchased Assets"), in each case free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance"). Notwithstanding the foregoing, the Purchased Assets shall not include any assets of Seller exclusively used, held for use or useful for the operation of Seller's businesses other than the Business (collectively, the "Excluded Assets").

1.2 Assignment and Assumption of Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only those Liabilities (as defined below) specifically listed on Schedule 1.2 attached hereto, but only to the extent that such Liabilities do not relate to or arise out of any breach, default or violation by Seller or any of its affiliates on or prior to the Effective Date (collectively, the "Assumed Liabilities"). For the avoidance of doubt, Buyer shall not assume any Liabilities other than the Assumed Liabilities. For purposes of this Agreement, "Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

1.3 Consideration: [REDACTED]. The consideration paid by Buyer for the Purchased Assets shall be the assumption of the Assumed Liabilities and [REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



1.4 Tax Matters. Seller and Buyer agree to allocate the consideration among the Purchased Assets for all purposes (including tax and financial accounting) as set forth on Schedule 1.4 attached hereto. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Buyer shall be entitled to deduct and withhold from the consideration all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II CLOSING

2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement on the Effective Date or such other date as may be agreed in writing by the Buyer and the Seller (such date, the "Closing Date") via remote exchange of electronic signature pages or scanned copies of original signature pages. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. Eastern Time on the Closing Date.

2.2 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following: (i) a bill of sale in the form of Exhibit A hereto, duly executed by Seller; (ii) an assignment and assumption agreement in the form of Exhibit B hereto (the "Assignment and Assumption Agreement"), duly executed by Seller; (iii) an assignment in the form of Exhibit C hereto, duly executed by Seller; (iv) a Restrictive Covenant Agreement in the form of Exhibit D hereto (a "Restrictive Covenant Agreement"), duly executed by Seller; (v) copies of all consents, approvals, waivers and authorizations referred to in Schedule 3.2 attached hereto, if any; (vi) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code duly executed by Seller; (vii) tax clearance certificates from the taxing authorities in the jurisdictions that impose taxes on Seller or where Seller has a duty to file tax returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction of any taxes owed by Seller in those jurisdictions; (viii) a certificate of the Secretary or President (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of managers of Seller, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the documents to be delivered hereunder; and (ix) such other instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following: (i) the Assignment and Assumption Agreement, duly executed by Buyer; (ii) the Restrictive Covenant Agreement, duly executed by Buyer; and (iii) a certificate of the Manager (or equivalent officer) of Buyer certifying as to (A) the resolutions of the manager of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the Effective Date and as of the Closing. For purposes of this Article III, "Seller's knowledge" means the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

3.1 Organization and Authority of Seller; Enforceability. Seller is a limited liability company, duly organized, validly existing and in full force and effect under the laws of the State of Ohio. Seller has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite actions on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

3.2 No Conflicts; Consents. Except as set forth in Schedule 3.2 attached hereto, the execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as set forth in Schedule 3.2 attached hereto, no consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

3.3 Title, Sufficiency and Condition of Purchased Assets; Inventory. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances. Assuming receipt of the consents referred to in Schedule 3.2 attached hereto, the Purchased Assets, taken together with the services, assets and rights to be provided hereunder or under the documents to be delivered in connection with the Closing, constitute, and on the Closing Date will constitute, all of the assets necessary to operate the Business in substantially the manner immediately after the Closing as it is currently conducted by Seller. The tangible Purchased Assets are in good condition and are adequate for the uses to which they are currently being put,

and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories included in the Purchased Assets consist of a quality and quantity usable and saleable in the ordinary course of business.

3.4 Assigned Contracts; Transferred Permits.

(a) Assigned Contracts. Schedule 3.4(a) attached hereto lists each contract included to which Seller is a party and which relates to the Business and/or the Purchased Assets (collectively, the “Assigned Contracts”). Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller’s knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Seller has made available to Buyer true, complete and correct copies of each Assigned Contract. There are no disputes pending or threatened under any Assigned Contract.

(b) Transferred Permits. Schedule 3.4(b) attached hereto lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the “Transferred Permits”). The Transferred Permits are valid and in full force and effect and constitute all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights required to operate the Business and own, use or hold the Purchased Assets. All fees and charges with respect to such Transferred Permits as of the Effective Date have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

3.5 Compliance With Laws; Non-Foreign Status. Seller has complied, and is now complying, with all applicable federal, state, local and self-regulatory laws, rules, regulations, statutes, ordinances, declarations or other governing regimes applicable to ownership and use of the Purchased Assets. Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2. Seller has duly and timely filed (taking into account any valid extensions) all tax returns with respect to the Business required to be filed by Seller, all such tax returns are to Seller’s knowledge true, complete and correct in all material respects; Seller has not received any notices from any taxing authority that any return is being examined or audited, and Seller has paid all material taxes relating to the Business (whether or not shown on any tax return) that have come due and payable. Seller is not currently the beneficiary of any extension of time within which to file any tax return other than automatic extensions of time to file tax returns obtained in the ordinary course of business, not exceeding six (6) months.

3.6 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending or, to Seller’s knowledge, threatened against or by Seller: (a) relating to or affecting the Purchased Assets, the Assumed Liabilities or the Business; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

3.7 Intellectual Property.

(a) Schedule 3.7(a) sets forth a true and correct list of all (i) Registered Business Intellectual Property and (ii) material unregistered Marks owned or purported to be owned by Seller and used, held for

use or useful in the Business. For each item of Registered Business Intellectual Property, Schedule 3.7(a) lists (A) the record owner of such item, and, if different, the legal owner and beneficial owner of such item, (B) the jurisdiction in which such item is issued, registered or pending, (C) the issuance, registration or application date and number of such item, and (D) for each Domain Name registration, the applicable Domain Name registrar and the expiration date for the registration.

(b) Schedule 3.7(b) sets forth a true and complete list of all Business Offerings. The Business Offerings are free from any material defect or bug, or programming, design or documentation error.

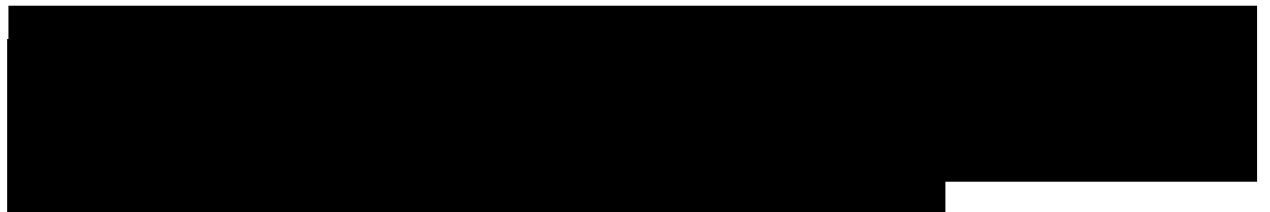

(c) Seller is the sole and exclusive owner of all right, title and interest in and to (i) all Registered Business Intellectual Property and (ii) all other Business Intellectual Property that is owned or purported to be owned by, or subject to an obligation to be assigned to, Seller in the Business (clauses (i) and (ii), collectively, the "Owned Business Intellectual Property"), free and clear of all Encumbrances. No Registered Business Intellectual Property or material Owned Business Intellectual Property has been cancelled, abandoned, allowed to lapse or not renewed, except for Registered Business Intellectual Property expiring at the end of its statutory term or where Seller has, in its reasonable business judgment, decided to cancel, abandon, allow to lapse or not renew such Intellectual Property, and, except as set forth in Schedule 3.7(b), no renewals, annuities, payments, fees, responses to office actions or other filings for Owned Business Intellectual Property are currently due.

(d) All Business Intellectual Property that is not Owned Business Intellectual Property ("Licensed Business Intellectual Property"), is licensed to Seller pursuant to a valid, written agreement. Seller has (and immediately following Closing Buyer will have) valid and continuing rights (including, with respect to any Licensed Business Intellectual Property, under such agreements) to use, sell, license and otherwise exploit, as the case may be, all Business Intellectual Property as the same are currently used, sold, licensed and otherwise exploited by Seller in the Business. Notwithstanding the foregoing, Licensed Business Intellectual Property shall not include "shrink wrap" and similar generally available commercial end-use licenses to software with an individual acquisition cost of no more than \$5,000 per copy or seat. Schedule 3.7(d) sets forth a true and correct list of all Licensed Business Intellectual Property, as well as an indication of the owner thereof.

(e) All Owned Business Intellectual Property is freely transferable and assignable to Buyer without restriction and without payment of any kind to any other person. All Licensed Business Intellectual Property is (or, upon Closing, will be) freely sublicensable to Buyer, or Seller's rights in such Licensed Business Intellectual Property may otherwise be extended to Buyer, under the terms of the applicable agreements listed on Schedule 3.7(e) without restriction and without payment of any kind to any other person or entity (other than license fees or similar fees that Seller would have had to pay in any event under the terms of the applicable agreements even without any such sublicense or extension or rights to Buyer).

(f) The Owned Business Intellectual Property and the Licensed Business Intellectual Property constitute all of the Intellectual Property sufficient to enable Buyer to conduct the Business following the Closing. The Business Intellectual Property owned by or exclusively licensed to Seller is valid, subsisting and enforceable and Seller will take no action to challenge its validity or enforceability nor to aid any other party in such challenge.


[REDACTED]

(i) To Seller's knowledge, no person or entity is infringing, misappropriating, misusing, diluting or violating any Business Intellectual Property. Seller has not made any written or unwritten claim against any person or entity alleging infringement, misappropriation, misuse, dilution or violation of any Business Intellectual Property owned by or exclusively licensed to Seller.

(j) Seller has taken commercially reasonable measures to protect all Confidential Information of Seller and all Confidential Information of any third party in Seller's possession or control, or to which Seller has access. No such Confidential Information has been authorized to be disclosed or has been actually disclosed to any person or entity other than pursuant to a written confidentiality agreement restricting the disclosure and use of such Confidential Information. Each employee, consultant and contractor of Seller that has had access to or has been involved in the development or creation of any Business Intellectual Property has entered into a written non-disclosure and invention assignment agreement with Seller that effectively and validly (i) assigns to Seller all of such employee's, consultant's or contractor's right, title and interest in and to the Business Intellectual Property authored, invented, created, conceived or otherwise developed by such employee, consultant or contractor in the scope of his or her employment or engagement with Seller and (ii) requires the employee, consultant or contractor to maintain the confidentiality of such Business Intellectual Property. Seller has provided Buyer with copies of all versions of its standard non-disclosure and invention assignment agreements.

(k) No government funding and no facilities of any university, college, other educational institution or research center were used in the development, authorship, conception or reduction to practice of any Owned Business Intellectual Property. No Governmental Entity or university, college, other educational institution or research center owns, purports to own, has any other rights in or to (including through any Intellectual Property License) or has any option to obtain any rights in or to, any Owned Business Intellectual Property.



3.8 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3.9 Solvency. Assuming satisfaction of the conditions to this Agreement, and after giving effect to the transactions contemplated hereby, payment of all amounts required to be paid in connection with the consummation of the transactions contemplated hereby, and payment of all related fees and expenses, Seller and its affiliates (on a consolidated basis) will not be insolvent as of the Closing Date and immediately after the consummation of the transactions contemplated hereby.

3.10 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the Effective Date and as of the Closing. For purposes of this Article IV, "Buyer's knowledge" means the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

4.1 Organization and Authority of Buyer; Enforceability. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite actions on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

4.2 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

4.3 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

4.4 **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

**ARTICLE V
COVENANTS**

5.1 **Public Announcements.** Unless otherwise required by applicable law, Seller shall not make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of Buyer.

5.2 **Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

5.3 **Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

5.4 **Further Assurances.** Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

**ARTICLE VI
INDEMNIFICATION**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

an

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE VII
MISCELLANEOUS**

7.1 **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

7.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the applicable address specified on the signature page to this Agreement.

7.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

7.4 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.5 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

7.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

7.7 No Third-Party Beneficiaries. Except as provided in Article VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.8 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

7.9 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

7.11 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in Wilmington, Delaware and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

7.12 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

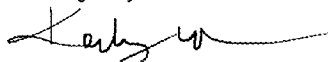
7.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

7.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

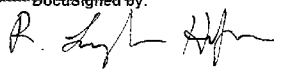
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SKY CLIMBER FASTENERS LLC

DocuSigned by:
By 
ABF67F9E418E453
Name: Kelly Winkler
Title: President

1600 Pittsburgh Drive
Delaware, OH 43015

BPC LG 2, LLC

DocuSigned by:
By 
8B888E7E7D74FC
Name: Langdon Holzman
Title: Manager

c/o Banbury Private Capital LLC 101
South Tryon Street, Suite 2650
Charlotte, NC 28280

Annex A

Certain Defined Terms

“Business Intellectual Property” means any Intellectual Property that is owned, used or held for use by or licensed or useful to Seller in the Business, including the Registered Business Intellectual Property.

“Business Offering” means any and all product and service offerings to customers of the Business as of the Effective Date, including for the avoidance of doubt those products set forth on Schedule 3.7(b).

“Confidential Information” means any information or materials with respect to any person or entity or its businesses, operations, assets or Liabilities, including methods of operation, products, inventions, Trade Secrets, commercial secrets, Know-How, Software, marketing methods and sales plans and strategies, suppliers, competitors, markets, market surveys, techniques, research, development, production processes, finances, technical data, policies, strategies, designs, formulas, developmental or experimental work, improvements, discoveries, plans for research or future developments, database schemas or tables, infrastructure, development tools or techniques, training manuals, marketing, distribution and installation plans, processes and strategies, methodologies, business plans, budgets, financial information and data, customer and client information, prices and pricing strategies, costs, fees, customer and client lists and profiles, employee, customer and client non-public personal data, supplier lists, business records, audit processes, management methods and information, reports, recommendations and conclusions or other specialized information or proprietary matters; *provided, however*, that “Confidential Information” does not include, and there shall be no obligation hereunder with respect to, information and materials that (a) are generally available to the public on the date of this Agreement or (b) become generally available to the public other than as a result of a disclosure not otherwise permissible hereunder or prohibited by any other confidentiality agreement.

“Copyrights” means Works of Authorship and all registrations of the foregoing and applications for registration of the foregoing, under the copyright laws of the United States or any other country, for the full term and all renewals, extensions and restorations thereof.

“Fundamental Representations” means, collectively, the representations and warranties set forth in Sections 3.1 (Organization and Authority of Seller; Enforceability), 3.2 (No Conflicts; Consents), 3.3 (Title, Sufficiency and Condition of Purchased Assets; Inventory), 3.7 (Intellectual Property), 3.8 (Brokers), 3.9 (Solvency).

“Governmental Entity” means any federal, state, tribal, local or foreign government, or other governmental, quasi-governmental or administrative body, or any political subdivision thereof, or any court, arbitrator or arbitration panel, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency.

“Intellectual Property” means any and all worldwide industrial, proprietary, and intellectual property rights (including all common law and statutory rights, registrations and applications therefor, and renewals, extensions, and restorations thereof, as applicable), of every kind and nature, whether existing now or in the future, including but not limited to (a) Patents, (b) Marks, (c) Copyrights, (d) internet domain names, uniform resource locators and other names and locators associated with the internet (“Domain Names”), (e) Confidential Information, (f) Know-How, (g) mask works, layouts, topographies and other design features with respect to integrated circuits, (h) technology, (i) all contents, embodiments, adaptations, derivations, improvements, and versions of the foregoing of any of the foregoing, in any form or media whether or not specifically listed in this definition, (j) any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and

equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and (k) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

“Intellectual Property License” means any license, sublicense, option to obtain a license, right, covenant, non-assertion, permission, immunity, consent, release or waiver under or with respect to any Business Intellectual Property.

“Know-How” means technology, formulae, algorithms, ideas, inventions, designs, concepts, compilations of information, methods, techniques, procedures, processes, and improvements (whether or not patentable and whether or not reduced to practice).

“Marks” means common law and statutory trademarks, service marks, logos and design marks, trade dress, trade names, fictitious and other business names, source identifiers, and brand names, together with all goodwill associated with any of the foregoing, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” means patents and patent applications (and any patents that issue therefrom), utility models and applications for utility models (and any utility models that issue therefrom), inventor’s certificates and applications for inventor’s certificates (and any inventors certificates that issue therefrom), invention disclosure statements, and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing, for the full terms thereof, as well as all inventions disclosed in any of the foregoing.

“Registered Business Intellectual Property” means (a) all issued Patents, pending Patent applications, Mark registrations, applications for Mark registrations, Copyright registrations, applications for Copyright registrations and Domain Name registrations owned, filed or applied for by Seller, and (b) any other applications, registrations, recordings and filings filed by Seller (or otherwise authorized by or in the name of Seller) with respect to any Business Intellectual Property.

“Software” means any (a) computer programs, including any software implementations of algorithms, models and methodologies, whether in source code or object code; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (d) all documentation, including user manuals and other training documentation related to any of the foregoing.

“Trade Secret” means any data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons or entities that can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Works of Authorship” means all work of authorships, regardless of the medium or means of expression, including Software, websites, content, images, logos, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings, and other works of authorship (whether or not copyrightable).

**ASSET PURCHASE AGREEMENT BETWEEN
SKY CLIMBER FASTENERS LLC
AND
BPCLG II, LLC**

Schedule 3.7(a)

Intellectual Property

Detailed listing attached

SKY CLIMBER FASTENERS, LLC										
Client ID	Title	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Next Due Date		
IMIN.063P-1	BLIND FASTENER	PROVISIONAL	63/023519	5/12/2020	N/A	N/A	closed	n/a		
IMIN.064P-1	RIVETLESS NUT PLATE	PROVISIONAL	63/053,796	7/20/2020	N/A	N/A	closed	n/a		
IMIN.070P-1	CAPTIVE FASTENER	PROVISIONAL	63/158,240	3/8/2021	N/A	N/A	closed	n/a		
IMIN.056	Barrel Nut with Helical Wire Insert	United States	15/595,620	5/15/2017	N/A	N/A	Abandoned (intentional)	N/A		
IMIN.057	Precision Torque Control Positive Lock Nut	United States	15/906,549	2/27/2018	11,137,015	10/5/2021	4 Yr MF window opens	10/5/2024		
IMIN.057CIP	Precision Torque Control Positive Lock Nut	United States	17/395,074	8/5/2021	N/A	N/A	pending			
IMIN.057CIP-PCT	Precision Torque Control Positive Lock Nut	PCT	PCT/US22/3926 4	8/3/2022	N/A	N/A	19 mos. NP	03/05/2023 02/05/2024		
IMIN.058 (58CIP)	Composite Fastener with Locking Cap Feature	United States	15/989,131	5/24/2018	11,209,041	12/28/2021	4 Yr MF window opens	12/28/2024		
IMIN.058CON	Fastener System	United States	17/559,387	12/22/2021	N/A	N/A	pending			

IMIN.060	EXPANDABLE DIAMETER FASTENER WITH CAM-LOCK FEATURE	United States	15/661,710	7/27/2017	11,261,903	3/1/2022	4 Yr MF window opens	3/1/2025
IMIN.060CON	EXPANDABLE DIAMETER	United States	17/580,735	1/21/2021	N/A	N/A	Pending	
IMIN.061	Ballistic Resistant Panel Insert	United States	15/717,235	9/27/2017	11,333,190	5/17/2022	4 Yr MF window opens	5/17/2025
IMIN.061CON	Ballistic Resistant Panel Insert	United States	17/745,085	5/16/2022	N/A	N/A	pending	
IMIN.063NP	BLIND FASTENER	United States	17/317,314	5/11/2021	N/A	N/A	Pending	
IMIN.063PCT	BLIND FASTENER	PCT	PCT/US21/3177	5/11/2021	N/A	N/A	closed	n/a
IMIN.063PCT-CA	BLIND FASTENER	CA	3178013	effective 05/11/2021	N/A	N/A	pending	annuity due - 5/11/23 - deadline for Annuity due
IMIN.063PCT-	BLIND FASTENER	EPO	21804642	effective	N/A	N/A	pending	
IMIN.064NP	RIVETLESS NUT PLATE	United States	17/379,488	7/19/2021	N/A	N/A	pending	
IMIN.064PCT	RIVETLESS NUT PLATE	PCT	PCT/US21/4221	7/19/2021	N/A	N/A		n/a
IMIN.064PCT-CA	RIVETLESS NUT PLATE	CA	3186685	effective 07/19/2021	N/A	N/A	Pending	annuity due - 07/19/2023 - deadline for requesting Annuity due
IMIN.064PCT-	RIVETLESS NUT PLATE	EPO	21845829.7	2/20/2023	N/A	N/A	Pending	
IMIN.067P	ENHANCED FLANGE NUT	PROVISIONAL	63/363,508	4/25/2022	N/A	N/A	NP/FF deadline	closed
IMIN.067NP	ENHANCED FLANGE NUT	United States	18/138,320	4/24/2023	N/A	N/A	pending	pending
IMIN.067PCT	ENHANCED FLANGE NUT	PCT	PCT/US23/1960	4/24/2023	N/A	N/A	pending	19 mos. 11/25/2023 30 mos. 10/25/2024
IMIN.069P-1	PANEL FASTENER	PROVISIONAL	63/230,102	8/6/2021	N/A	N/A	closed	n/a
IMIN.069NP	PANEL FASTENER	United States	17/881,967	8/5/2022	N/A	N/A	pending	
IMIN.069PCT	PANEL FASTENER	PCT	PCT/US22/3956	8/5/2022	N/A	N/A	19 mos NP	30 mon
IMIN.070NP	CAPTIVE FASTENER	US	17/689,204	3/8/2022	N/A	N/A	pending	
IMIN.070PCT	CAPTIVE FASTENER	PCT	PCT/US22/1928	3/8/2022	N/A	N/A	30 mon deadline	9/8/2023

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of July 13, 2023 (the "Effective Date"), is entered into by and among Sky Climber Fasteners LLC, an Ohio limited liability company ("Assignor"), and BPC LG 2, LLC, a Delaware limited liability company ("Assignee"). Each of the Assignor and Assignee are sometimes referred to herein as a "Party" and collectively, the "Parties". All capitalized terms used herein that are not otherwise defined herein or as set forth on Schedule A hereto, shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns certain Intellectual Property relating to Assignor's business as currently conducted, including, but not limited to, the business of designing, manufacturing, marketing and selling aerospace and industrial fastener and bolt products, and the other business activities incidental to the foregoing and provided by Assignor as of the Effective Date (the "Assignor Intellectual Property"), including but not limited to the Marks, Websites, Software, Accounts, and Copyrights identified on Schedule B hereto (if any, the "Assignor's Marks," "Assignor's Websites," "Assignor's Software," "Assignor's Accounts," and "Assignor's Copyrights," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of even date hereof, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to sell, convey, assign and transfer to Assignee all of the rights, title and interests of Assignor in and to the Purchased Assets (as defined in the Purchase Agreement), which, for the avoidance of doubt, include but are not limited to the Assignor Intellectual Property, and Assignee has agreed to purchase and acquire the Purchased Assets from Assignor, on terms and subject to conditions more fully described in the Purchase Agreement; and

WHEREAS, Assignor wishes to irrevocably sell, assign and transfer to Assignee, and Assignee wishes to receive, acquire and accept, the assignment of all of the Assignor's right, title and interest in and to the Assignor Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of the Assignor's Websites.

(a) Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor's Websites, including but not limited to all worldwide intellectual property rights and other proprietary rights therein.

(b) On or promptly after the Effective Date (but in any event within three (3) business days after the Effective Date), Assignee shall initiate a transfer request through its domain name registrar to transfer the domain name for each Assignor's Website to Assignee. Assignor shall ensure that the domain names are unlocked for transfer and promptly complete all steps necessary to complete the transfer of the domain name of each Assignor's Website to Assignee. Assignor further agrees to cooperate with the respective registrar for each such domain name and with Assignee to transfer its respective ownership of and registration for each such domain name to Assignee.

2. Assignment of the Assignor's Accounts.

(a) Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor's Accounts, including but not limited to all worldwide intellectual property rights and other proprietary rights therein.

(b) On or promptly after the Effective Date (but in any event within three (3) business days after the Effective Date), Assignor shall provide to Assignee all usernames, passwords, and other login credentials necessary to access, use, and modify the Assignor's Accounts.

3. Assignment of the Assignor's Marks.

(a) Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title and worldwide interest, in and to the Assignor's Marks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Assignor's Marks, (ii) all registrations obtained by Assignors for the Assignor's Marks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Assignor's Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Assignor's Marks, (v) the right to file applications for registration of the Assignor's Marks worldwide, (vi) the right to sue for past, present and future infringement, dilution or other violation of the Assignor's Marks and collect and retain all damages, settlements and proceeds recovered therefrom, and (vii) all rights corresponding with any of the foregoing throughout the world.

(b) Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor's Marks.

4. Assignment of the Assignor's Software. Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor's Software, including but not limited to all worldwide intellectual property rights and other proprietary rights therein.

5. Assignment of the Assignor's Copyrights. Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor's Copyrights, including: (i) all copyright registrations therefor, if any (and any further registrations or applications relating thereto and any renewals and extensions thereof, if any); (ii) all worldwide copyright and moral rights therein, including all rights of modification and attribution; (iii) the right to sue for past, present and future infringement or other violation of the Assignor's Copyrights and collect and retain all damages, settlements and proceeds recovered therefrom; and (iv) all rights corresponding with any of the foregoing throughout the world.

6. Assignment of the Assignor's Know-How. Subject in all respects to the terms and provisions of the Purchase Agreement, Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, including any claim of ownership by any principal or employee of Assignor, all of Assignor's worldwide right, title, and interest in and to the Assignor's Know-How, including: (i) all historical data relating to

syndicate participants, merchants, funders or lenders; (ii) all methods, algorithms and techniques by which Assignor records data relating to syndicate participants, merchants, funders or lenders; (iii) all methods, algorithms and techniques by which Assignor predicts returns; (iv) all methods, algorithms and techniques by which Assignor synthesizes any of the foregoing into information delivered to syndicate participants or funders; and (v) all rights corresponding with any of the foregoing throughout the world.

7. **Assignment of the Assignor's Intellectual Property.** To the extent not otherwise assigned by Assignor pursuant to Sections 1- 6 of this Agreement and subject in all respects to the terms and provisions of the Purchase Agreement. Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in, to, and under the Assignor's Intellectual Property.

8. **Further Assurances.** Assignor hereby agrees to perform, at Assignee's sole cost and expense, such proper and additional acts and execute such additional documents as may be reasonably requested by Assignee or the governmental agencies or other organizations having jurisdiction over the Assignor's Intellectual Property, including the Assignor's Marks and the domain names associated with the Assignor's Websites, to give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assignor's Marks and the domain names associated with the Assignor's Websites with the appropriate government agencies or other organizations. Assignor shall not, directly or indirectly, challenge, attack or oppose the validity of Assignee's exclusive ownership and use of the Assignor's Intellectual Property.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

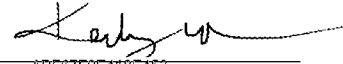
11. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws. Any action arising under or related to this Agreement shall be filed exclusively in any federal or state court located in New Castle County, Delaware, and each of the Parties hereby consents to the jurisdiction and venue of such courts and waives any and all objections to jurisdiction, including *forum non conveniens*, that they may have under the laws of the State of Delaware or the United States.

[Signature page follows]

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

ASSIGNOR:

SKY CLIMBER FASTENERS LLC

DocuSigned by:

By _____
Name: Kelly Winkler
Title: President

ASSIGNEE:

BPC LG 2, LLC

DocuSigned by:

By 8B66B8E7E7D74FC...
Name: Langdon Holzman
Title: Manager

SCHEDULE A – DEFINITIONS

“Accounts” shall mean all social media, social networking, and other third-party website accounts, including all usernames, passwords, and other login credentials relating thereto and all videos, images, media, comments, and other content uploaded thereon and goodwill associated therewith.

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other names, and any other indicia of source or origin, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the Laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), whether utility, design or otherwise, patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues, and reexaminations thereof, for the full term thereof.

“Trade Secrets” shall mean all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean all technology, formulae, algorithms, ideas, inventions, designs, concepts, compilations of information, methods, techniques, procedures, processes, and improvements, whether or not patentable and whether or not reduced to practice.

“Copyrights” shall mean all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Software” shall mean all types of computer software programs including operating systems, application programs, software tools, firmware and software embedded

in equipment, including both object code and source code versions thereof and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, code notes, procedural diagrams, error reports, manuals and training materials.

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Copyrights, Websites, Software, Patents, Trade Secrets, Know-How, Accounts, and all other worldwide intellectual property and proprietary rights therein.