

Form PTO-1594 (Rev 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Enterprise Bank & Trust

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Financial Institution
- Association
- Limited Partnership

Citizenship (see guidelines) Oklahoma

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 5, 2015

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JAC Shelter, LLC

Street Address: PO Box 2586

City: Ponca City

State: Oklahoma

Country: United States Zip: 74602

- Individual(s) Citizenship Oklahoma, US
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Oklahoma
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85/205230

B. Trademark Registration No.(s)

4100096

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TORNADO TECH TORNADO SHELTERS + Logo

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward L. White

Internal Address: _____

Street Address: 829 East 33rd Street

City: Edmond

State: Oklahoma Zip: 73013

Phone Number: 405-810-8188

Docket Number: Wirtz2015

Email Address: ed@edwhitelaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

02/08/2017

Date

Edward L. White

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 85205230

BILL OF SALE

This BILL OF SALE, dated as of August 5, 2015 (this "Bill of Sale"), is entered into by and between ENTERPRISE BANK & TRUST ("Bank"), and JAC SHELTER, LLC, an Oklahoma limited liability company ("Buyer").

RECITALS:

WHEREAS, Bank and American Safety Shelter, LLC, a Delaware limited liability company ("Borrower"), entered into that certain Loan Agreement dated as of October 9, 2013 (as amended, the "Loan Agreement");

WHEREAS, as security for the loan evidenced by the Loan Agreement, Borrower granted security interests in favor of Bank on all or substantially all of Borrower's assets, including, without limitation, those assets of Borrower set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assets"); and

WHEREAS, Borrower has defaulted on its obligations to Bank under the Loan Agreement and Bank is exercising its rights under the Uniform Commercial Code to enforce its security interests in the Assets and sell the Assets to Buyer pursuant to this Bill of Sale.

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

1. Sale of Assets. In consideration for the payment by the Buyer of the sum of One Million Fifty Dollars (\$1,000,050) (the "Purchase Price") to Bank in immediately available funds on the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby sells and conveys to Buyer all right, title and interest in and to the Assets through a private sale in accordance with Section 9-610 of the Uniform Commercial Code (the "Sale").

2. "AS IS", "WHERE IS" SALE. Except as expressly set forth in Section 3 below, the sale and conveyance made herein is made **WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING TITLE, POSSESSION, QUIET ENJOYMENT, AND THE QUALITY, CONTENT OR CONDITION OF THE GOODS; ADDITIONALLY THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY, OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.** Buyer buys the Assets in an "AS IS" and "WHERE IS" condition subject to the applicable provisions of the Uniform Commercial Code, including, but not limited to, Section 9-610. Buyer agrees that in no event shall Bank be liable for any direct (except as expressly set forth in Section 3 below), incidental, or consequential damages in connection with this Bill of Sale, whatsoever or howsoever caused. Buyer acknowledges that certain of the Assets, such as the Borrower's rights under contracts, permits and licenses, if any, may not permit transfer to Buyer by their terms without the consent of the counter-party thereto. Buyer acknowledges that it provided Bank with the schedule of

patents, trademarks, copyrights and other intellectual property attached as part of Exhibit A hereto and Bank makes no warranties, express or implied, regarding the existence or sufficiency of Borrower's rights in or title to such patents, trademarks, copyrights and other intellectual property.

3. UCC Representation. Bank hereby represents and warrants to Buyer as follows: (i) Borrower is in default of its obligations under the Loan Agreement and other obligations owing to Bank, and Bank has validly exercised its rights under the Loan Agreement and other related documents and applicable law in conducting the Sale, and (ii) Bank placed Notices of Private Sale of Collateral under the Uniform Commercial Code in the United States Mail, certified, postage prepaid, addressed to all persons required to be notified and has otherwise complied with all applicable legal requirements under the Uniform Commercial Code to consummate the Sale.

4. Further Assurances. Bank hereby agrees to reasonably cooperate with Buyer, at Buyer's sole cost and expense, to execute and record any documents, notices, or other agreements with the United States Patent and Trademark Office and the United States Copyright Office (each in form and substance reasonably acceptable to Bank) which are reasonably necessary to transfer any of the Assets to Buyer.

5. Choice of Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law rules thereof.

6. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.


7. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Bill of Sale.

(Signature Page Follows)

IN WITNESS WHEREOF, Bank and Buyer have executed this Bill of Sale by their duly authorized representatives as of the date first set forth above.

Bank:

ENTERPRISE BANK & TRUST

By: 
Name: Matthew G. Kakta
Title: Vice President

Buyer:

JAC SHELTER, LLC

By: _____
Name: Jeanelle Wirtz
Title: Manager

Bill of Sale

IN WITNESS WHEREOF, Bank and Buyer have executed this Bill of Sale by their duly authorized representatives as of the date first set forth above.

Bank:

ENTERPRISE BANK & TRUST

By _____

Name: Matthew G. Kakta

Title: Vice President

Buyer:

JAC SHELTER, LLC

By: 

Name: Jeanelle Wirtz

Title: Manager

Bill of Sale

EXHIBIT A

List of Assets

(see attached)

Exhibit A

AMERICAN SAFETY SHELTER, LLC

In addition to the foregoing assets, and without in any way limiting the scope of the foregoing provisions, the sale shall include all of the following, to the extent the Bank holds an interest therein (to the extent not already specifically listed):

All right, title and interest in and to the below-noted intellectual property including any unlisted know-how, technology, trade secrets, customer lists, or the like:

1. Patents:

- a. Utility Patents – the following patents, applications, and any family they may have:
 - i. 7,428,800 for an In-Ground Shelter,
 - ii. 8,646,225 for an In-Ground Shelter,
 - iii. Ser. No. 14/294,855 for an Improved Above-Ground Shelter;
- b. Design Patents – the following patents, applications, and any family they may have:
 - i. D640390 for a Storm Shelter,
 - ii. D684838 for a Handle Adapted to Be Engaged with a Latch,
 - iii. D692579 for a Storm Shelter Body, and
 - iv. Ser. No. 29/491,341 for Handicapped Stairs.

2. Trademarks:

- a. 3,268,747 for FLATSAFE,
- b. 3,9272,285 for FLATSAFE TORNADO SHELTERS + logo (Fig. 1),
- c. 4,033,833 for TESTED AND CERTIFIED – TORNADO PROVEN + logo (Fig. 2),
- d. 4,100,096 for TORNADO TECH TORNADO SHELTERS + logo (Fig. 3);



Figure 1 - TM

3. Copyrights:

- a. Engineering specifications for medium storm shelter Reg. No. TX 7-254-743,
- b. Engineering specifications for large storm shelter Reg. No. TX 7-327-834,
- c. Engineering specifications for extra-large storm shelter Reg. No. TX 7-254-465,
- d. Engineering specifications for composite storm shelter Reg. No. TX 7-440-277,
- e. Sales agreement Reg. No. TX 7-254-457, and
- f. Customer information bulletin Reg. No. TX 7 254-460



Figure 2 - TM No. 4,033,833

AMERICAN SAFETY SHELTER, LLC

In addition to assigning the foregoing described specific intellectual property to Buyer, all of the Bank's interest in any appurtenant intellectual property, technology, research, know-how, and the like are also conveyed and assigned by Bank to Buyer. It is the intent of Bank to retain no right, title, or interest in and to the intellectual property described herein or in technology like it or related to it.

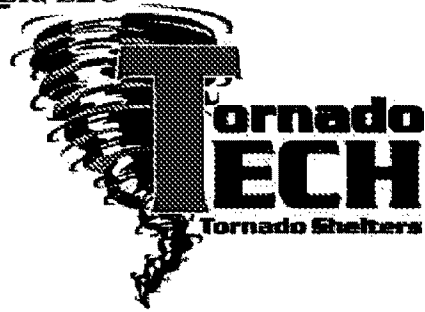


Figure 3 - TM No. 4,100,096

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Certificate of Mailing or Transmission under 37 CFR 1.8

I hereby certify that this correspondence is being:

- 1. Deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

on _____
 Date

- 2. Facsimile transmitted to the United States Patent and Trademark Office, or

OR

- 3. EFS-Web transmitted to the USPTO.

/Edward L. White/

02/08/2017

Signature

Date

Edward L. White, 41,375

405-810-8188

Typed or printed name

Telephone number

Note: Each paper must have its own certificate of mailing or transmission, or this certificate must identify each submitted paper:

Cover Sheet - 1 pg.

Bill of Sale - 7 pgs.

Credit Card Payment Form - 1 pg.

This collection of information is required by 37 CFR 1.8. The information is required to obtain or retain a benefit by the public, which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.8 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

TRADEMARK