

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boomerang Tube, LLC		01/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Black Diamond Commercial Finance, L.L.C.		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88317743	MILES OF PIPE. TONS OF INTEGRITY.	
CORRESPONDENCE DATA			
Fax Number:	4129459533		
<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:	4124718815		
Email:	assignments@webblaw.com		
Correspondent Name:	James G. Porcelli, The Webb Law Firm		
Address Line 1:	420 Fort Duquesne Boulevard, Suite 1200		
Address Line 2:	One Gateway Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	6075-1901181		
NAME OF SUBMITTER:	James G. Porcelli, The Webb Law Firm		
SIGNATURE:	/James G. Porcelli/		
DATE SIGNED:	04/22/2021		
Total Attachments: 16			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of January 3, 2021 (the “**Effective Date**”), is by and between Black Diamond Commercial Finance, L.L.C. (“**Black Diamond**” or the “**Foreclosing Seller**”) and 2021 Bidco I, LLC (the “**Buyer**”).

RECITALS

WHEREAS, Black Diamond, as successor agent to Cortland Capital Market Services LLC, and Boomerang Tube, LLC, a Delaware limited liability company (“**Boomerang**” or “**Borrower**”), are party to that certain Second Amended and Restated Term Credit Agreement, dated as of October 31, 2018 (as amended by that certain First Amendment to Second Amended and Restated Term Credit Agreement, dated as of November 27, 2018, as further amended by that certain Second Amendment to Second Amended and Restated Term Credit Agreement, dated as of June 16, 2020, the “**Credit Agreement**”) (each capitalized term used but not defined herein shall have the meaning given to it in the Credit Agreement);

WHEREAS, Black Diamond, as successor agent to Cortland Capital Market Services LLC, and the Borrower, Southern Tube LLC, Boomerang Tube Holdings, Inc., BTCSP, LLC, and BT Financing, Inc. (collectively, the “**Grantors**”) are party to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 31, 2018 (the “**Collateral Agreement**” and together with the Credit Agreement and all other documents delivered therewith, the “**Loan Documents**”), pursuant to which the Grantors granted to Black Diamond, as security for the Indebtedness, a security interest in and on substantially all of its assets (collectively, the “**Collateral**”);

WHEREAS, an Event of Default has occurred under the Loan Documents, allowing the Foreclosing Seller to exercise certain rights and remedies available to it including, without limitation, the right to sell the Collateral at a public sale in accordance with the terms of the Collateral Agreement and Section 9-610 of the New York Uniform Commercial (a “**Public Sale**”);

WHEREAS, the Foreclosing Seller issued notices of the Public Sale of the Collateral on December 24, 2020 to those parties listed therein in accordance with Section 9-611 of the New York Uniform Commercial Code; and

WHEREAS, the Foreclosing Seller has agreed to sell the Collateral to the Buyer pursuant to a Public Sale under Section 9 of the New York Commercial Code (the “**UCC**”) on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, representations and warranties contained in this Agreement, and intending to be legally bound, the parties hereto do hereby agree as follows:

ARTICLE I - PURCHASE AND SALE

I.1 Assets; Purchase and Sale.

(a) For purposes of this Agreement, the term “**Assets**” means the Collateral subject to a financing statement filed by the Foreclosing Seller, including, without limitation, accounts, chattel paper, equipment, fixtures, general intangibles, inventory and other personal property, wheresoever located, together with the proceeds thereof; provided, however, that Assets shall not include those assets designated on Exhibit B attached hereto (collectively, the “**Excluded Assets**”).

(b) Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as defined below), the Foreclosing Seller shall sell, at a Public Sale pursuant to Section 9-610 of the UCC, all rights, title, and interest of the Grantors in and to all of the Assets, free and clear of all liens, claims, interests, encumbrances, charges, and security interests (“**Liens**”) to the extent permitted by applicable law. Pursuant to Section 9-617(a) of the UCC and this Agreement, the purchase of the Assets at the Closing (as defined below) will discharge the Liens the Foreclosing Seller holds in the Assets and discharge any other security interest or lien in the Assets that was subordinate to the Liens of the Foreclosing Seller to the extent provided by applicable law.

I.2 Liabilities. Except for the liabilities and obligations set forth on Exhibit C attached hereto (collectively, the “**Assumed Liabilities**”), Buyer shall not assume or become responsible for any liabilities or obligations of the Grantors or any of its Affiliates, including without limitation, liabilities to the Foreclosing Seller, unsecured creditors, environmental liabilities, liabilities with respect to products designed, manufactured or sold prior to the Closing Date, liabilities for taxes attributable to the Grantors or to the Assets arising prior to the Closing Date, and liabilities under any employment, consulting or collective bargaining agreements, any obligations for wages, paid time off, medical or other benefits or any employee obligations of any type or nature, any employee pension benefit plans or employee welfare benefit plans.

I.3 Consideration. The consideration payable at the Closing (the “**Purchase Price**”) shall be \$ _____, which consideration shall first be used to repay any outstanding indebtedness owing by the Grantors to Fifth Third Bank as of the Closing Date under that certain Credit and Security Agreement, dated as of November 27, 2018, in accordance with the payoff letter delivered by Fifth Third Bank to the Grantors on or prior to the Closing Date (the “**Payoff Amount**”).

I.4 Deposit. Prior to the execution of this Agreement, Buyer has paid a deposit in the amount of \$ _____ (the “**Deposit**”). The Deposit shall be credited against the Purchase Price required to be paid by Buyer to the Foreclosing Seller at Closing.

ARTICLE II - CLOSING

II.1 Time, Date and Place. The closing of the purchase and sale of the Assets pursuant to the Public Sale (the “**Closing**”) shall take place remotely by electronic exchange of documents and other instruments. Notwithstanding the foregoing, the Closing shall be held only after all

conditions to closing have been satisfied in accordance with Article VII (the date on which the Closing actually occurs is referred to throughout this Agreement as the “**Closing Date**”), unless the Agreement is earlier terminated in accordance with Article VIII.

II.2 Closing Costs and Due Diligence. All expenses incurred by the parties hereto with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring the same.

ARTICLE III - DELIVERIES AT THE CLOSING

III.1 Closing Deliveries. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing, the following shall be delivered:

(a) a bill of sale executed by the Foreclosing Seller and Buyer, in the form attached hereto as **Exhibit A**;

(b) an amendment or amendments (form UCC-3), in suitable form for filing in all applicable filing offices, to all financing statements filed by the Foreclosing Seller against the Grantors confirming the discharge of the Foreclosing Seller’s lien in and on the applicable Assets, to be filed by the Foreclosing Seller; and

(c) such other bills of sale, assignments, certificates of title, transfer statements, documents, and other instruments of transfer and conveyance as may reasonably be requested after the Closing, each in a form agreeable to the Foreclosing Seller.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF THE FORECLOSING SELLER

IV.1 The Foreclosing Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

(a) The Foreclosing Seller is a Delaware limited liability company, with full limited liability company power and authority to carry on its business as currently conducted.

(b) The Borrower is in default under the Loan Documents.

(c) The Foreclosing Seller has not waived any of its rights with respect to, or released any of the collateral currently in the possession or control of the Grantors securing, any obligations of the Borrower under the Loan Documents.

(d) An authenticated notice of the Public Sale was sent on December 24, 2020 to the parties listed therein, which constitutes all persons the Foreclosing Seller is aware of that are entitled to notice under Section 9-611 of the UCC.

ARTICLE V - REPRESENTATIONS AND WARRANTIES OF BUYER

V.1 Buyer hereby represents and warrants to the Foreclosing Seller as of the date hereof and as of the Closing Date as follows:

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer is qualified to do business in every jurisdiction in which such qualification is necessary. Buyer is not in default under or in violation of any provision of its certificate of formation.

(b) Buyer has full limited liability company power and authority to execute and deliver this Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder. The board of managers of Buyer has duly approved this Agreement and has duly authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. No other limited liability company proceedings on the part of Buyer are necessary to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding agreements of Buyer, enforceable against Buyer in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally and by general principles of equity (whether in proceeding at law or equity).

(c) The execution, delivery and performance by Buyer of this Agreement and all agreements, documents, and instruments executed and delivered by it pursuant hereto and the performance of the transactions contemplated by this Agreement and such other agreements, documents, and instruments do not and will not: (i) violate or result in a violation of, conflict with, or constitute or result in a default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of termination of, any contract, agreement, obligation, permit, license or authorization to which Buyer is party or by which it or its assets are bound; (ii) violate or result in a violation of, conflict with, or constitute or result in a default (whether after the giving of notice, lapse of time or both) under, or accelerate any obligation under, any provision of Buyer's organizational documents; (iii) violate or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, or any order of, or any restriction imposed by, any court or governmental agency applicable to Buyer; or (iv) require from Buyer any notice to, declaration or filing with, or consent or approval of, any governmental authority or other third party.

(d) There are no actions, suits, proceedings, or orders pending or, to Buyer's knowledge, threatened against or affecting Buyer at law or in equity, or before or by any governmental authority, relating to this Agreement or the consummation of the transactions contemplated hereby.

(e) Buyer acknowledges and confirms that, except as expressly set forth in this Agreement, the Foreclosing Seller has made no representations or warranties, express or implied, relating to the Grantors or the Assets.

ARTICLE VI -

DUE DILIGENCE AND NO WARRANTIES

6.1 Disclaimer of Warranties; "AS IS" Conveyance.

(a) BUYER ACKNOWLEDGES AND AGREES THAT IT WILL BE ACQUIRING THE ASSETS IN AN “AS IS – WHERE IS” CONDITION “WITH ALL FAULTS” AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY RECOURSE, WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, IN THIS SALE, OF ANY KIND OR NATURE FROM FORECLOSING SELLER EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. No party has relied or is relying upon any information, document, sales brochure, due diligence/property information package, or other literature, map or sketch, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Foreclosing Seller or its agents, representatives, consultants, and/or attorneys with respect to the quality, nature, adequacy or physical condition of the Assets; the development potential of the Assets for any particular purpose; the Grantors or their operation’s compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity; or the Grantors or their operation’s compliance with any applicable labor laws. Each party expressly acknowledges and agrees that all materials provided to Buyer during Buyer’s diligence prior to Closing was created by the Grantors and its representatives based on the Grantors’ own records, and was not created by Foreclosing Seller.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FORECLOSING SELLER HAS NOT MADE NOR WILL MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF TITLE, POSSESSION, QUIET ENJOYMENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE ASSETS OR WITH RESPECT TO COMPLIANCE OF THE ASSETS WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAW, RULE OR REGULATION, ORDER OR REQUIREMENT, INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) All Assets are being sold “in place” and the Foreclosing Seller shall have no obligation to deliver any of the Assets to Buyer.

ARTICLE VII -

CLOSING CONDITIONS

VII.1 Foreclosing Seller’s Conditions to Closing. The Foreclosing Seller’s obligations to effect the sale of the applicable Assets at the Public Sale are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in whole or in part):

(a) All of Buyer’s representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) All of the covenants and obligations that Buyer is required to be performed or complied with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

(c) There shall not be in effect any law or regulation or any injunction or other order that (i) prohibits the consummation of the transactions contemplated hereby and (ii) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

(d) The Foreclosing Seller shall have received the Purchase Price in immediately available funds via a wire transfer pursuant to instructions provided to Buyer in writing on or before the Closing Date, which funds shall first be used to repay the Payoff Amount on behalf of the Grantors.

VII.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Assets and take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) All of Foreclosing Seller's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing as if then made.

(b) There shall not be in effect any law or regulation or any injunction or other order that (i) prohibits the consummation of the transactions contemplated hereby and (ii) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

(c) No voluntary or involuntary bankruptcy, receivership, assignment for the benefit of creditors, liquidation, composition or comparable proceeding or action shall have been filed by or against the Grantors or with respect to any of the Assets unless the same has been dismissed.

(d) The Public Sale shall have been conducted by the Foreclosing Seller.

ARTICLE VIII - TERMINATION

VIII.1 This Agreement may be terminated as follows:

(a) By mutual consent of the Buyer and the Foreclosing Seller.

(b) By the Foreclosing Seller if the Closing has not occurred on or before January 7, 2021, or such later date as the parties may mutually agree.

VIII.2 Each party's right of termination under this Article VIII is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to this Article VIII, all obligations of the parties under this Agreement will terminate; provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the

non-terminating party or because one or more conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE IX -

ADDITIONAL COVENANTS

IX.1 Cooperation and Waiver of Redemption Rights. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement and shall execute and deliver to each other such other documents and do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

IX.2 Confidentiality. The parties hereto agree that the terms of this Agreement shall be confidential and shall not be disclosed to any person or entity except: (1) where disclosure is required under compulsion of law; (2) where disclosure must be made to comply with the requirements or duties of law, including, in Foreclosing Seller's reasonable judgment, pursuant to the Public Sale; (3) where disclosure is required by any taxing authority or regulatory body; and (4) where disclosure is deemed appropriate by any party hereto for the purpose of defending itself against any claim against it or proving any defense asserted by it in any legal or administrative proceeding.

IX.3 Publicity. Neither party shall make any press release or other public announcement regarding this Agreement or any transaction contemplated hereby or thereby until the text of such release or announcement has been submitted to the other party and the other party has approved the same.

IX.4 Further Assurances. The parties shall from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required or reasonably requested by any party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement.

ARTICLE X -

MISCELLANEOUS

X.1 The Foreclosing Seller acknowledges and agrees that upon receipt of the Purchase Price, the security interests and other rights and interests of the Foreclosing Seller in the Assets granted to the Foreclosing Seller under the Loan Documents shall be automatically released and terminated, and the Foreclosing Seller shall file any termination statements or other documents necessary to reflect such release and termination. If the Foreclosing Seller does not file such termination statements or other documents necessary to reflect such release and termination within seven (7) days following the Closing, the Foreclosing Seller authorizes Buyer or its agents or attorneys to file such release and terminations.

X.2 Except as expressly stated in this paragraph, no party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other parties. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted

assigns. Notwithstanding the foregoing two sentences: (i) Foreclosing Seller may assign its rights under this Agreement to any Affiliate to which Foreclosing Seller may assign its rights under the Loan Documents, as applicable, provided that such Affiliate assumes all of the assignor's duties and obligations under this Agreement and (ii) Buyer may assign its rights under the Agreement to any Affiliate, provided that such Affiliate assumes all of the assignor's duties and obligations under this Agreement. For purposes of this Agreement, "**Affiliate**" of a person means (a) such person's controlling member, general partner, manager and investment manager and affiliates thereof; (b) any entity with the same general partner, manager or investment manager as such person or a general partner, manager or investment manager affiliated with such general partner, manager or investment manager of such person; and (c) any other person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first person, the general partner of such person, investment manager of such person or an affiliate of such person, general partner or investment manager. The term "**control**" (including the terms "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

X.3 All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

If to Buyer, to:

2021 BIDCO I, LLC
One Sound Shore Drive, Suite 200
Greenwich, CT 06830
Attention: Adam Tarkan
atarkan@bdc.com

If to Foreclosing Seller, to:

Black Diamond Commercial Finance, L.L.C.
5330 Yacht Haven Grande, Suite 100
St. Thomas, USVI 00802-5032
Attention: Raymond Szymanski
Email: agency@bdcf.com

X.4 This Agreement supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter hereof and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the

terms of the agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by the party to be charged with the amendment.

X.5 This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

X.6 The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

X.7 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

X.8 Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto (except for any permitted successors or assigns).

X.9 No party to the transactions contemplated hereby has incurred any obligations or liabilities, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other like payment in connection with this Agreement or the transactions contemplated hereby.

X.10 Whether or not the transactions contemplated by this Agreement are consummated each party hereto shall pay any and all fees and expenses incurred by it incident to the negotiation, preparation and execution of this Agreement and the performance by it of its obligations under this Agreement.

X.11 Time is of the essence with respect to this Agreement.

X.12 The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of the State of New York, without giving effect to principles of conflicts of law and all parties, including their successors and assigns, consent to the jurisdiction of the state and federal courts of New York; provided, however, the sale of the Assets described are being conducted in accordance with Section 9 of the New York Uniform Commercial Code and compliance with the provisions of the UCC will be determined in accordance with New York law.

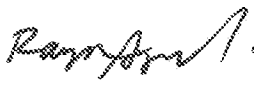
X.13 None of the parties hereto intends to create a joint venture or partnership for income tax purposes or for any other purpose and each party hereto expressly disclaims any intention to create a joint venture or partnership for any purpose.

X.14 The representations and warranties of the parties contained in this Agreement shall terminate at the Closing; provided, however, that nothing herein shall relieve any party from any liability or obligation for the breach of any provision of this Agreement prior to termination.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officer or manager of each of the parties as of the Effective Date.

FORECLOSING SELLER:

**BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.**

By: 
Name: Raymond Szymanski
Title: Authorized Signatory

BUYER:

2021 BIDCO I, LLC

By: 
Name: Adam Tarkan
Title: Authorized Signatory

EXHIBIT A

Bill of Sale

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into as of January [], 2021 (this "Agreement") by and between 2021 Bidco I, LLC (the "Buyer") and Black Diamond Commercial Finance, L.L.C. (the "Foreclosing Seller").

RECITALS:

A. Buyer, and Foreclosing Seller have entered into that certain Asset Purchase Agreement dated as of January 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the contribution, assignment, conveyance, transfer and delivery by Foreclosing Seller to Buyer of all right, title and interest in and to the Assets (as defined in the Purchase Agreement).

B. The parties hereto desire to execute and deliver this Agreement for the purpose of effecting the contribution, assignment, conveyance, transfer, and delivery of all right, title, and interest in and to the Assets as contemplated pursuant to the Purchase Agreement.

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

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Transfer of the Purchased Assets.

(a) Foreclosing Seller does hereby contribute, assign, convey, transfer and deliver to Buyer, free and clear of any Liens, to have and to hold forever, all right, title, and interest in and to the Assets without recourse, representation, or warranty of any kind, except as specifically set forth in the Purchase Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Foreclosing Seller is not contributing, assigning, conveying, transferring, or delivering to Buyer hereunder or otherwise, any right, title, or interest in or to the Excluded Assets.

(c) Foreclosing Seller agrees to do, execute, acknowledge and deliver all acts, agreements, instruments, notices, and assurances as may be reasonably requested by Buyer to further effect and evidence the transactions contemplated hereby.

3. Amendment. This Agreement may be amended only with the express written consent of all parties hereto.

4. No Third-Party Beneficiary. This Agreement is being entered into solely for the benefit of the parties hereto, and the parties do not intend that any other Person shall be a third-party beneficiary of the covenants by Foreclosing Seller or Buyer contained in this Agreement.

5. Governing Law. **THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF NEW YORK, EXCLUDING THE “CONFLICT OF LAWS” RULES THEREOF.**

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

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the contribution, assignment, conveyance, transfer, and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

FORECLOSING SELLER:

BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.

By: _____

Name: _____

Title: _____

BUYER:

2021 BIDCO I, LLC

By: _____

Name: _____

Title: _____

EXHIBIT B

Excluded Assets

1. All real property
2. All membership interests of BTCSP, LLC, Boomerang Tube, LLC, and Southern Tube, LLC
3. 100 shares of common stock of BT Financing, Inc.

EXHIBIT C

Assumed Liabilities

None