

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
WHEEL PROS, LLC, <i>et al.</i> , ¹	)	Case No. 24-11939 (JTD)
	)	
Debtors.	)	(Jointly Administered)
	)	

**MOTION OF DEBTORS FOR
ENTRY OF AN ORDER (I) AUTHORIZING
AND APPROVING (A) THE DEBTORS' ASSUMPTION
OF AND PERFORMANCE UNDER THE ASSET PURCHASE
AGREEMENT, AND (B) THE SALE OF THE POISON SPYDER ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors” and each, a “Debtor”) respectfully state the following in support of this motion (this “Motion”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Sale Order”), (a) authorizing and approving (i) the Debtors’ assumption of and performance under that certain asset purchase agreement, dated as of September 8, 2024, attached as Exhibit 1 to the Sale Order (together with all schedules, exhibits, and ancillary documents related thereto, as amended, modified, or supplemented from time to time, the “APA”), whereby Debtors Wheel Pros, LLC (“Wheel Pros”), TAP Worldwide, LLC (“TAP Worldwide”), and TAP Manufacturing, LLC (“TAP Manufacturing,” and, together with Wheel Pros and TAP Worldwide,

¹ The last four digits of Debtor Wheel Pros, LLC's federal tax identification number are 5738. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.stretto.com/WheelPros>. The location of the Debtor Wheel Pros, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 5347 S Valentia Way, Suite 200, Greenwood Village, Colorado 80111.

the “Sellers”) have agreed to sell, and Air Locker, Inc. (“Air Locker” or the “Buyer”), a subsidiary of ARB Corporation Limited (“ARB”), has agreed to purchase, certain assets of the Sellers related to their Poison Spyder brand of on and off-road parts and accessories (“Poison Spyder”), including product designs, tooling and web assets, and IP assets (collectively, the “Assets” and, including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the “Sale”), and (ii) the sale of the Assets to Buyer free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code (as defined herein), and (b) granting related relief.

2. In support of this Motion, the Debtors will file the *Declaration of Nick Forsa, Managing Director of Stifel Financial Corp., in Support of the Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Debtors’ Assumption of and Performance Under the Asset Purchase Agreement, and (B) the Sale of the Poison Spyder Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (II) Granting Related Relief* (the “Forsa Declaration”) and the *Declaration of Vance Johnston, Chief Executive Officer of Wheel Pros, LLC, in Support of the Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Debtors’ Assumption of and Performance Under the Asset Purchase Agreement, and (B) the Sale of the Poison Spyder Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (II) Granting Related Relief* (the “Johnston Declaration”).²

Jurisdiction and Venue

3. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy

² Capitalized terms used but not otherwise defined in this Motion have the meanings ascribed to them in the *Declaration of Vance Johnston, Chief Executive Officer of Wheel Pros, LLC, in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 6] (the “First Day Declaration”) or the APA (as defined herein).

Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 6004-1.

Background

6. Wheel Pros, LLC, together with its direct and indirect subsidiaries and certain affiliates (collectively, “Hoonigan” or the “Company”), is a leading designer, marketer, and distributor of state-of-the-art, premium aftermarket automotive products. Founded in 1994, the Company began as a producer of customized wheels and wheel accessories and has expanded its portfolio over the course of three decades to include aftermarket suspension systems, lighting, powersports products, and a digital content brand. Headquartered in Denver, Colorado, the Company operates a global enterprise employing approximately 1,750 individuals. Hoonigan’s products reach millions of customers through a trusted network of thousands of dealers, distributors, retail stores, e-commerce platforms, and digital content.

7. On September 8, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors commenced these chapter 11 cases with broad support across their capital structure, including from their Sponsor and the holders of 74% of the obligations under the FILO Loans, 99% of the obligations under the First Lien Loans, 100% of the obligations under the NewCo Notes, and 7% of the obligations under the Legacy Notes. As of the Petition Date, the Debtors have launched solicitation of the Plan with support from these stakeholders. Pursuant to the RSA, the restructuring will enable the Debtors to deleverage their business by approximately \$1.2 billion. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 10, 2024, the Court entered an order [Docket No. 83] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

Proposed Sale

8. In June 2022, the Company acquired TAP Automotive Holdings, LLC, TAP Worldwide, and TAP Manufacturing (collectively, “TAP”), and with it, certain intellectual, manufacturing, and inventory assets related to Poison Spyder. Poison Spyder—one of TAP’s six proprietary aftermarket brands—is a premium designer of off-road accessories, specializing in products for 4x4 vehicles, including bumpers, armor, and other upgrades. While Poison Spyder continues to hold brand value through its intellectual property and other assets, in light of recent operational and cost-saving initiatives, the Poison Spyder brand has, since approximately June 2022, been underutilized within Hoonigan’s broader portfolio.

9. As described in greater detail in the First Day Declaration, as liquidity tightened during 2024, the Debtors' executive leadership sought to divest non-core and underperforming assets to generate cash while preserving the business as a going concern and minimizing disruptions to employees and customers. Poison Spyder was one such logical divestiture opportunity: the Company believed it would take significant financial and managerial resources, in addition to time, to reinvigorate the brand.

10. In May 2024, the Company engaged Stifel Financial Corp. ("Stifel") as its investment banker to explore sales of non-core assets, including a transaction whereby the Company would sell the Assets. Shortly thereafter, in June 2024, the Company, with assistance of Stifel, launched a marketing campaign focused on credible, strategic market competitors in the automotive products industry with the necessary infrastructure and capabilities to operationalize the Poison Spyder brand. The Poison Spyder outreach process was primarily driven by (i) the need to move quickly to enhance liquidity, and (ii) the understanding that only a select number of strategic buyers would reasonably be willing to purchase the Assets given the infrastructure required to monetize the intellectual property and other assets.

11. During the marketing process, Stifel contacted 30 potential strategic partners who have familiarity with, and credibility in, the industry. Of these parties, 26 entered into confidentiality agreements with the Company and received executive summary materials, and five of these parties submitted an indication of interest. The Company and Stifel were in frequent communication with the potential purchasers, responding to diligence requests and engaging with potential buyers on possible legal and regulatory issues associated with each bid. The Company negotiated with these parties regarding key business terms, such as the assets to be acquired and the purchase price.

12. In parallel with pursuing the Sale contemplated by this Motion, the Debtors are also pursuing a transaction for certain assets associated with their 4 Wheel Parts business (“4WP”).³ Prior to the commencement of the marketing process described herein, ORW, Inc. (“ORW”) demonstrated an interest in certain assets associated with the Debtors’ 4WP business (the “4WP Assets”), and was under exclusivity for such 4WP Assets with certain of the Debtors. ARB is a stockholder in ORW. Additionally, ARB and ORW management were already familiar with the Company, as ORW had previously taken over locations formerly leased by 4WP’s retail stores, and, during negotiations with the Company regarding the acquisition of the 4WP Assets, ARB and ORW expressed their interest in acquiring Poison Spyder as an add-on purchase. On July 4, 2024, ORW submitted an initial indication of interest to the Company for the purchase of the Assets (the “ORW IOI”), and it was subsequently determined that ARB would acquire the Assets, rather than ORW.

13. As part of the marketing and sale process, the Company and Stifel compared the ORW IOI against the four other indications of interest received. The ORW IOI not only provided the highest value objectively, but also presented the best offer and ability to execute on an expedited timeline due to their familiarity with the Company’s business, proven credibility in consummating sale transactions, established reputation in the industry, and pre-existing exclusivity agreement with the Company for the acquisition of the Debtors’ 4WP Assets.

14. The proposed Sale, if approved, will provide the Debtors with an injection of \$1 million in incremental liquidity. As shown by the executed APA, the Debtors are in the very

³ See Motion of Debtors for Entry of an Order (I) Authorizing and Approving (A) the Debtors’ Assumption of and Performance Under the Definitive Agreements, (B) the Sale of the 4WP Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (C) the Debtors’ Assumption and Assignment of All Executory Contracts and Unexpired Leases, and (II) Granting Related Relief, filed contemporaneously herewith.

final stages of consummating the Sale for what is a fair price, especially when considered against the other indications of interest received. As will be set forth in the Forsa Declaration, in the months preceding these chapter 11 cases, the Debtors engaged in good faith, arm's-length negotiations around the terms of the Sale and have used commercially reasonable efforts to negotiate and finalize the terms of the APA.

15. Importantly, the Debtors, in consultation with their advisors, do ***not*** believe that the cost and delay of running an auction process for the Assets would be outweighed by any marginal increase to the Sale proceeds, particularly in light of the benefits to the Debtors, their estates, and all stakeholders if the Sale is approved. The Debtors and their advisors believe that an appropriate marketing process for the sale of the Assets has already been conducted, and proceeding to closing is in the best interests of the Debtors and all parties in interest. Ultimately, approval of the Sale will provide the most efficient path to divesting the Assets for fair consideration, and is supported by the Debtors' DIP Lenders and prepetition secured lenders.

Summary of Key Sale Terms

16. The following is a summary of the material terms of the APA:⁴

Provision	Summary Description
Parties	<u>Sellers:</u> • Wheel Pros, LLC ("<u>Wheel Pros</u>") • TAP Worldwide, LLC • Tap Manufacturing, LLC <u>Buyer:</u> • Air Locker, Inc. ("<u>Air Locker</u>")

⁴ This summary is provided for the convenience of the Court and parties in interest and describes, generally, the terms contained in the APA. To the extent there is any conflict between this summary and the APA, the APA shall govern in all respects.

Description	Purchase of Poison Spyder brand name and related assets, including product designs, jigs, tooling, procedures, sales data, and web assets (including but not limited to nominated website domain names) and registered and unregistered intellectual property including trademarks, logos, designs, patents, agencies, copyrights, and trademarks.
Assets	- Product designs, jigs, tooling, storage, fixtures, installation and assembly procedures, brand guidelines and style guide, bill of materials, sales data, and web assets (including but not limited to nominated website domain names). - Registered and unregistered intellectual property including trademarks, logos, designs, patents, agencies, copyrights, and trademarks.
Proposed Purchase Price	The aggregate consideration to be paid by Buyer for the purchase of the Assets shall be cash consideration of \$1 million at closing (collectively, the “ <u>Purchase Price</u> ”).
Private Sale	The Assets will be sold via private sale. There will not be an auction.
Sale Free and Clear	Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Assets shall be free and clear of liens and all interests, liabilities, obligations, or claims (including all “claims” within the meaning of section 101(5) of the Bankruptcy Code).
Contingencies	The Sale is contingent on the sale of the 4WP Assets prior to or on the same date the Sale closes.

Basis for Relief

I. The Assumption of the Purchase Agreement Should Be Approved as an Exercise of Sound Business Judgment.

17. The Debtors seek authority, under section 365 of the Bankruptcy Code, to assume the Purchase Agreement. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *see also Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”) (citation omitted). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc.*

(*In re Richmond Metal Finishers, Inc.*), 756 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986). Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease.

18. Further, the business judgment standard is satisfied when a debtor determines that assumption will benefit the estate. *See In re Trans World Airlines, Inc.*, No. 01-0056, 2001 WL 1820019, at *2 (Bankr. D. Del. Mar. 16, 2001) (noting that the standard under section 365 requires consideration of the benefit of the rejection to the debtor's estate); *see also In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990). As with the assumption or rejection of an executory contract or an unexpired lease under section 365, any amendment to an executory contract or unexpired lease that may be deemed outside the ordinary course of business is authorized under section 363 of the Bankruptcy Code when there is a "sound business purpose" that justifies such action. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *see also In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991) (noting that the Third Circuit has adopted the "sound business judgment" standard for transactions under section 363 of the Bankruptcy Code).

19. Here, assuming the APA is a sound exercise of the Debtors' business judgment. The APA is the result of a fulsome marketing process of the Assets and weeks of negotiations between the Debtors and Air Locker. Forcing the Debtors to restart the sales and marketing process when the Sale is already agreed to in form would be value-destructive. The terms and conditions of the APA are favorable to the Debtors, especially in the context of the Debtors' efforts to consummate a comprehensive restructuring, and comports with the long-term strategic initiatives of the Company. Unwinding the progress made towards consummation of the Sale

would require expending significant assets of the Debtors' estates and would be detrimental to the Debtors, their creditors, estates, and other parties-in-interest.

II. The Sale Is a Sound Exercise of the Debtors' Business Judgment, Is Appropriate Pursuant to Bankruptcy Rule 6004(f), and Should Be Approved.

20. Section 363(b) of the Bankruptcy Code provides that “[t]he [debtor-in-possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). In determining whether to authorize the use, sale, or lease of property of the estates under section 363 of the Bankruptcy Code, “courts require the debtor to show that a sound business purpose justifies such actions.” *The Dai-Ichi Kangyo Bank Ltd. V. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (Bankr. D. Del. 1999); *see, e.g., In re ICL Holding Co., Inc.*, 802 F.3d 547, 551 (3d Cir. 2015); *In re Lionel Corp.*, 722 F.2d 1063, 1070–71 (2d Cir. 1983). The “sound business purpose” test requires a debtor to establish that: “(1) a sound business purpose [for the sale] exists; (2) the [total consideration] is fair; (3) the debtor has provided adequate and reasonable notice; and (4) the purchaser has acted in good faith.” *In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (citing *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991)). The Debtors submit that the Sale satisfies each of these elements.

21. Once a debtor articulates a valid business justification, then the burden of rebutting the “strong presumption . . . that the agreement at issue was negotiated in good faith and in the best interests of the estate” falls to parties opposing the transaction. *In re Filene's Basement*, No. 11-13511 (KJC), 2014 WL 1713416; *see also In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993). Thus, if a debtor satisfies the business judgment rule, the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

22. Moreover, Bankruptcy Rule 6004(f)(1) authorizes a debtor to sell estate property outside of the ordinary course of its business by private sale or public auction. *See* Fed. R. Bankr. P. 6004(f)(1). Courts generally afford debtors in possession broad discretion in determining the manner in which estate property is sold. *See, e.g., In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998). Private sales by a debtor outside of the ordinary course of business are appropriate where the debtor demonstrates that the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See In re Stephens Indus., Inc.*, 789 F.2d 386, 390 (6th Cir. 1986) (holding a debtor may sell property via private sale “when a sound business purpose dictates such action”); *In re Schipper*, 933 F.2d 513 (7th Cir. 1991) (approving private real estate sale by debtor when purchase price was the same as independent appraisal); *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P’ship (In re Woodscape Ltd. P’ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect to sales of estate property, “[t]here is no prohibition against a private sale . . . and there is no requirement that the sale be by public auction.”); *In re Blue Coal Corp.*, 67 B.R. 798 (Bankr. M.D. Penn. 1986) (permitting the private sale of certain of the debtor’s assets); *In re Paper Corp. of Am.*, 138 F.Supp. 29 (S.D.N.Y. 1956) (holding that the trustee’s inability to sell the property after “many months . . . was sufficient to warrant the private sale.”); *see also In re Blue Coal Corp.*, 168 B.R. 553, 564 (M.D. Penn. 1994) (“[A] larger measure of discretion is available to the court in considering whether a private bid should be approved or confirmed.”).

23. Selling the Assets by private sale is in the best interests of the Debtors’ estates and should be approved. After engaging in good-faith, arm’s-length negotiations, the Parties agreed on the applicable purchase price for the Assets, which totals approximately \$1 million in cash consideration. The Debtors believe that the Sale comports with the long-term strategic initiatives of the Company, allowing the Company to divest of an underutilized brand in favor of shoring up

immediate liquidity needs. Further, the Debtors believe that Buyer, as a strategic market participant who is intimately familiar with the Debtors' business and possesses the necessary infrastructure to monetize the Poison Spyder brand, is credible and uniquely positioned to fully appreciate the value in the Assets.

24. Finally, the Debtors believe that a public auction for the Assets would require the Debtors' estates to incur substantial additional costs and create undue delay, especially in light of the relatively nominal value of the Assets. The Debtors do not believe an auction would result in incremental value sufficient to justify the incurrence of such costs and delay, particularly in light of the Debtors' liquidity constraints. For these reasons, the Sale is a sound exercise of the Debtors' business judgment and should be approved.

25. Courts in this and other jurisdictions have authorized private sales pursuant to section 363 of the Bankruptcy Code. *See, e.g., In re Sunpower Corporation*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 29, 2024) (authorizing a private sale of certain of the debtors' assets without bidding procedures or an auction); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Mar. 11, 2024) (same); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. Mar. 27, 2023) (same); *In re Indep. Pet Partners Holdings, LLC*, No. 23-10153 (LSS) (Bankr. D. Del. Feb. 24, 2023); *In re Boy Scouts of Am.*, No. 20-10343 (LSS) (Bankr. D. Del. Apr. 22, 2022) (same).

II. The Sale Free and Clear of Liens and Other Interests Is Authorized by Section 363(f) of the Bankruptcy Code.

26. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;

- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because these requirements are listed in the disjunctive, the Debtors only need to satisfy one of the five requirements to permit the Assets to be sold “free and clear” of liens and interests. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002). The Debtors submit that each lien or interest in the Assets satisfies at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such lien or interest will be adequately protected by either being paid in full at the time of closing or by attaching to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto.

27. Importantly, the Company’s secured creditors support and consent to the Sale. Further, to the extent any prepetition secured lenders have a prepetition security interest in and liens upon the Assets, these creditors can be compelled to accept a monetary satisfaction of their interests or are adequately protected by having their claims that constitute interests in the Assets, if any, attach to the proceeds of the Sale with the same priority that existed immediately prior to the closing.

28. Thus, section 363(f)(5) of the Bankruptcy Code is satisfied and any existing interests in the Assets will be adequately protected through attachment to the proceeds of the Sale. *See In re Katy Indus.*, No. 17-11101 (KJC), 2017 WL 5434578, at *5 (Bankr. D. Del. 2017) (finding that holders of liens against property sold free and clear of all liens are “adequately protected by having their Encumbrances, if any, attach to the cash proceeds of the Sale attributable to the Purchased Assets in which such holder alleges an Encumbrance”); *see also MacArthur Co. v.*

Johns-Manville Corp., 837 F.2d 89, 94 (2d Cir. 1988) (“It has long been recognized that when a debtor’s assets are disposed of free and clear of third-party interests, the third party is adequately protected if his interest is assertable against the proceeds of the disposition.”). Accordingly, the Debtors request that the Assets be transferred to the applicable party free and clear of liens, claims, and encumbrances, with any such liens, claims, and encumbrances attaching to the net sale proceeds realized from the applicable private sale.

III. Buyer is a Good-Faith Purchaser and is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code.

29. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith[.]” 11 U.S.C. § 363(m). Although good faith is not specifically defined in the Bankruptcy Code, one court has stated that the “[g]ood faith of a purchaser is shown by the integrity of his conduct during the course of the sale proceedings A purchaser’s good faith is lost by fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (internal quotations omitted). Within the Third Circuit, a good faith purchaser is one who purchases assets for value and in good faith. “The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an

attempt to take grossly unfair advantage of other bidders.” *In re Abbotts Dairies of Pa.*, 788 F.2d 143, 147 (3d Cir. 1986).

30. The APA and the Sale contemplated therein are the product of good-faith, arm’s-length negotiations. There is no indication of fraud or any improper insider dealing. Further, the consideration to be received by the Debtors for the Assets is fair and reasonable, and the Debtors are not aware of any other actionable competing offers. The Debtors submit that Buyer is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and that the APA is a good faith agreement on arms’-length terms entitled to the protections of section 363(m) of the Bankruptcy Code. The consideration to be received by the Debtors pursuant to the APA is substantial, fair, and reasonable under the circumstances. Furthermore, Buyer and the Debtors are wholly unrelated, sharing no officers, directors, shareholders, incorporators, employees, or economic interests—other than as embodied in these transactions—in common, and Buyer is not an “insider” as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31). Accordingly, the Debtors request that the Court enter an order entitling each of the parties to the Sale to the full protections of section 363(m) of the Bankruptcy Code.

IV. Relief Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

43. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” Additionally, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

44. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *In re Filene's Basement*, 2014 WL 1713416, at *14; *see* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to procedure.” 10 *Collier on Bankruptcy* ¶ 6004.11, ¶ 6004.04 (16th rev. ed. 2014). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*; *see In re Filene's Basement*, 2014 WL 1713416, at *14 (reducing the stay to seven days from the date of entry of the sale order).

45. To maximize the value received for the Assets and reduce the accrual of administrative expenses relating to such assets, the Debtors seek to close the Sale as soon as possible after the Sale Hearing. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Notice

31. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to certain of the DIP Term Loan Lenders and the Ad Hoc Group, (d) counsel to the DIP ABL Agent and the Prepetition ABL Agent; (e) counsel to certain of the DIP Term Loan Lenders and SVP; (f) counsel to the Sponsor; (g) the office of the attorney general for each of the states in which the Debtors operate; (h) the United States Attorney's Office for the District of Delaware;

(i) the Internal Revenue Service; (j) all parties who have expressed a written interest in some or all of the Assets, if any; (k) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interest in the Assets; (l) all applicable state and local taxing authorities; (m) each governmental agency that is an interested party with respect to the proposed Sale; (n) counsel to ORW and ARB; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

32. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors request entry of the Sale Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: September 16, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

Proposed Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
WHEEL PROS, LLC, <i>et al.</i> , ¹	)	Case No. 24-11939 (JTD)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. [●]

**ORDER (I) AUTHORIZING
AND APPROVING (A) THE DEBTORS’
ASSUMPTION OF AND PERFORMANCE
UNDER THE ASSET PURCHASE AGREEMENT,
AND (B) THE SALE OF THE POISON SPYDER ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”),² of the above-captioned debtors and debtors in possession (collectively, the “Debtors” and, each, a “Debtor”), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of an order (the “Sale Order”): (a) authorizing and approving (i) the Debtors’ assumption of and performance under that certain APA, attached as **Exhibit 1** to this Sale Order, whereby Sellers have agreed to sell, and Buyer has

¹ The last four digits of Debtor Wheel Pros, LLC’s federal tax identification number are 5738. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor’s federal tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.stretto.com/WheelPros>. The location of the Debtor Wheel Pros, LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 5347 S Valentia Way, Suite 200, Greenwood Village, Colorado 80111.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the APA, as applicable.

agreed to purchase, the Assets, and (ii) the sale of the Assets to Buyer free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration, the Forsa Declaration, and the Johnston Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:**

A. Notice. As evidenced by certificates filed with the Court [Docket No. [●]], proper, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding, (i) the Motion; (ii) the entry of this Sale Order; and (iii) the Sale contemplated under the APA have been provided to all parties entitled thereto. Such notice constitutes good and

sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Motion and the entry of this Sale Order under Bankruptcy Code §§102(1), 363 and 365 and Bankruptcy Rules 2002 (including, without limitation, 2002(i)), 6004, and 6006 and Local Rule 2002-1(b). No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Motion or the entry of this Sale Order need be given to any entity.

B. Disclosures. The disclosures made by the Debtors in the Motion and related documents filed with the Court concerning the Sale are sufficient under the circumstances.

C. Assumption and Sale in Best Interests of the Debtors' Estates. The Debtors' determination that a sale of the Assets through a private sale on the terms and conditions set forth in the APA is in the best interests of the Debtors' estates and constitutes a valid and sound exercise of the Debtors' business judgment. The total consideration provided to the Debtors for the Assets represents the highest and best offer reasonably and practicably received by the Debtors for the Assets. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Assets for greater economic value to the Debtors' estates. The Sale contemplated under the APA, including the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received for the Assets by the Debtors and (ii) is in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The assumption of the APA by the Debtors is therefore also in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

D. Good Faith. The sales process engaged in by the Buyer and Sellers, and the negotiation of the APA, was non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. Buyer is acquiring the Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code. Neither Buyer nor any of its

affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of its respective representatives, successors, or assigns is an “insider” (as defined under section 101(31) of the Bankruptcy Code) of any Debtor, and, therefore, each such person is entitled to the full protections of section 363(m), and otherwise has proceeded in good faith in all respects in connection with these chapter 11 cases in that: (1) Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the applicable Assets; (2) all payments to be made by Buyer and other agreements or arrangements entered into, or to be entered into, by such Buyer in connection with the Sale have been disclosed; (3) Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (4) the negotiation and execution of the APA, including the applicable Sale contemplated thereby, were at arms’-length and in good faith. There was no evidence of insider influence or improper conduct by Buyer or any of their affiliates in connection with the negotiation of the Sale with the Debtors.

E. No Collusion. The Sale and transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, Buyer, or any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, attorneys, successors, or assigns have engaged in any conduct that would cause or permit the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

F. Purchasers Not Successors. By consummating the Sale substantially pursuant to the terms of the APA, neither Buyer nor its affiliates are a mere continuation of any Debtor or any Debtor’s estate, and there is no continuity, no common identity, and no continuity of enterprise between Buyer and any Debtor. By consummating the Sale substantially pursuant to the terms of the APA, Buyer and its affiliates shall not be deemed to be holding itself out as a continuation of

the Debtors based on the Sale, the APA, any subsequent documentation entered into for purposes of consummating such transaction, or this Sale Order. Neither Buyer nor its affiliates are a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of any purchaser and the Debtors.

G. Binding Agreement. The APA is a valid and binding contract between the Sellers and Buyer and shall be enforceable pursuant to its terms. The APA was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession, or the District of Columbia. The APA and the Sale itself, and the consummation thereof, shall be, to the extent provided in the applicable agreement, specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed with respect to any of the Debtors, and shall not be subject to rejection or avoidance by the foregoing parties or any other person. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors (whether known or unknown), the applicable purchaser, and each of their respective affiliates, successors, and assigns, and any affected third parties, including, without limitation, all persons asserting encumbrances (collectively, the "Bound Parties"), notwithstanding any subsequent appointment of any trustee, examiner, or receiver under the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary under the Bankruptcy Code or any other law with respect to any of the Bound Parties, and all such terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary, and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or

any trustee, examiner, receiver, party, entity, or other fiduciary. The provisions of this Sale Order and the terms and provisions of the APA, shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors, dismissing these chapter 11 cases, or converting these chapter 11 cases to cases under chapter 7. The rights and interests granted pursuant to this Sale Order and the APA shall continue in these or any superseding cases and shall be binding upon the Bound Parties and their respective successors and permitted assigns including, without limitation, any trustee, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to perform under the APA and this Sale Order without the need for further order of the Court.

H. Free and Clear Sale. The Debtors may sell the Assets free and clear of all claims against or interests in the Debtors, their estates, or any of the Assets because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied; *provided* that all liens, claims, encumbrances, and interests of which the Assets are sold free and clear pursuant to the Sale Order, including the Adequate Protection Liens (as defined in the Interim DIP Order³), shall automatically attach to all proceeds of the Sale in the order of priority of such liens, claims, encumbrances, and interests, with the same validity, force, and effect which they had against the Assets prior to the Sale (including pursuant to the Interim DIP Order). Those holders

³ The “Interim DIP Order” means the *Interim Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling Final Hearing; and (V) Granting Related Relief* [Docket No. 95].

of claims or interests who did not object or who withdrew their objections to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). Those holders of claims or interests who did object, fall within one or more of the other subsections of Bankruptcy Code section 363(f), including that such holders of claims or interests are adequately protected by having their claims that constitute interests in the Assets, if any, attach to the proceeds of the Sale with the same priority that existed immediately prior to the closing.

I. Application of Proceeds. On September 10, 2024, the Court entered the Interim DIP Order, pursuant to which the Assets constitute Prepetition Collateral and are subject to the Adequate Protection Liens and Prepetition Liens (in each case, as defined in the Interim DIP Order). For the avoidance of doubt, the Sale is free and clear of such Adequate Protection Liens and Prepetition Liens. All parties in interest reserve any right they may have to object to, or otherwise contest, the appropriate allocation of Sale proceeds, including with respect to the allocation of Sale proceeds among the Debtors.

J. If the Sale was not free and clear of all claims or interests, or if Buyer would, or in the future could, be liable for any of such claims, such purchaser would not have entered into and consummated the Sale, thus adversely affecting the Debtors and their estates and creditors. In addition, the sale of the Assets other than pursuant to a transfer that is free and clear of all claims, interests, and encumbrances, would be of substantially less benefit to the Debtors' estates. The total consideration to be provided under the Sale reflects Buyer's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the applicable assets free and clear of all claims.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted and approved to the extent indicated herein, and the Sale contemplated thereby is authorized and approved as set forth in this Sale Order.

2. All objections to the Motion or the relief requested therein that have not been withdrawn or otherwise resolved are overruled on the merits and denied. All persons and entities with notice of the relief sought in the Motion and set forth in this Sale Order that failed to timely object thereto are deemed to consent to such relief, including for purposes of section 363(f)(2) of the Bankruptcy Code.

Approval of the Assumption of the APA and the Sale

3. The Debtors are authorized to assume, and perform under, the APA and all other ancillary documents, including, without limitation, all exhibits and schedules attached to the APA.

4. The APA and all other ancillary documents, all of the terms and conditions thereof, and the Sale contemplated thereby, are hereby approved in all respects, except as otherwise expressly set forth herein. The failure specifically to include any particular terms of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale be authorized and approved in their entirety.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale of the Assets to Buyer pursuant to and in accordance with the terms and conditions of the APA, (b) close the Sale as contemplated in the APA and this Sale Order, and (c) execute and deliver, perform under, consummate, and implement the APA, together with all additional instruments and ancillary documents that may be reasonably necessary or desirable to implement the Sale, or as may be

reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

6. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any claims against any Debtor, any holders of claims against or on some or all of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of these chapter 11 cases or upon a conversion to chapter 7 of the Bankruptcy Code of any of the Debtors' cases, and any filing agents, filing officers, title agents, recording agencies, secretaries of state, and other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets. The terms and provisions of the APA and this Sale Order shall inure to the benefit of the Debtors, their estates and their creditors, Buyer and its affiliates, and any other affected third parties, including all persons asserting any claims in the Assets to be sold pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding. This Sale Order shall survive any dismissal or conversion of any of these chapter 11 cases or any dismissal of any subsequent chapter 7 cases.

7. Notwithstanding any requirement for approval the Debtors are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the APA; (b) close the Sale as contemplated in the APA and this Sale Order (including any customary or immaterial

modifications to purchase price); and (c) execute and deliver, perform under, consummate, implement, and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

Transfer of the Assets

8. The transfer of the Assets shall constitute a legal, valid, binding, and effective transfer of each such Assets and, upon the Debtors' receipt of the purchase consideration, shall be free and clear of liens, claims, and encumbrances. Those holders of claims who did not object (or who ultimately withdrew their objections, if any) to the Sale are deemed to have consented to the Sale being free and clear of their claims pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of claims who did object could be compelled in a legal or equitable proceeding to accept money satisfaction of such claims pursuant to section 363(f)(5) of the Bankruptcy Code, or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their claims that constitute interests in the Assets, if any, attach to the proceeds of the Sale with the same priority that existed immediately prior to the closing. Upon the closing, the Debtors shall transfer the Assets to Buyer. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Assets shall be free and clear of liens and all interests, liabilities, obligations, or claims (including all "claims" within the meaning of section 101(5) of the Bankruptcy Code); *provided* that all liens, claims, encumbrances, and interests of which the Assets are sold free and clear pursuant to the Sale Order, including the Adequate Protection Liens (as defined in the Interim DIP Order), shall automatically attach to all proceeds of the Sale in the order of priority of such liens, claims, encumbrances, and interests,

with the same validity, force, and effect which they had against the Assets prior to the Sale (including pursuant to the Interim DIP Order).

9. All persons and entities holding liens or interests in the Assets arising under or out of, in connection with, or in any way relating to the Debtors or the transfer of such Assets to Buyer hereby are forever barred, estopped, and permanently enjoined from asserting against Buyer or its successors or assigns, its property, or such persons' or entities' liens or interests in and to the Assets.

10. Except to the extent of the Debtors' post-closing obligations to Buyer set forth in the APA, after the closing of the sale, the Debtors shall have no further liability with respect to the Assets, and any claims, whether administrative or otherwise, relating to or arising from such Assets after the closing of the sale asserted against the Debtors shall be deemed disallowed.

11. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to act to cancel any of the liens and other encumbrances of record.

12. If any person or entity that has filed statements or other documents or agreements evidencing liens on, or interests in, any of the Assets shall not have delivered to the Debtors prior to the closing in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of liens or interests which the person or entity has or may assert with respect to such assets, the Debtors and Buyer are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to such assets.

13. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

14. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or the rights of any party holding a lien, claim or encumbrance on or against the Assets.

15. The Sale contemplated by the APA is undertaken by the Sellers and Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate any transaction shall not affect the validity of such transaction (including, for the avoidance of doubt, the sale of the Assets free and clear of all claims), unless such authorization and consummation of such transaction was stayed pending such appeal. Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. Buyer has not colluded with any

potential purchasers, or any other parties interested in the Assets, and therefore the sale of the Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

16. The automatic stay pursuant to section 362 is hereby lifted to the extent necessary, without further order of this Court, to (i) allow Buyer to deliver any notice provided for in the APA and any ancillary documents and (ii) allow Buyer to take any and all actions permitted under this Sale Order, the APA, and any ancillary documents in accordance with the terms and conditions thereof.

17. The Debtors, including their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the APA and this Sale Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of the APA and this Sale Order and the relief granted pursuant to this Sale Order.

18. From time to time, as and when requested by any party, each party to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Buyer its right, title and interest in and to the Assets, as applicable.

19. The parties to the Sale may make any non-material modifications, amendments, or supplements to such agreement and to any related agreements, documents, or other instruments in accordance with the terms thereof without further order of this Court.

20. Notwithstanding the provisions of the Bankruptcy Rules, including Bankruptcy Rules 6004(h), 6006(d), and 7062, or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is waived and shall not apply. Time is of the essence in closing the Sale and the Sellers and Buyer intend to close the Sale as soon as practicable. The Debtors and Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

21. Nothing contained in the Motion or this Sale Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Sale Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Sale Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

22. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 6004(a) and the Local Rules are satisfied by such notice.

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Sale Order are immediately effective and enforceable upon its entry.

24. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order in accordance with the Motion.

25. The Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Sale Order and the APA entered into for purposes of consummating the Sale, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale of the Assets.

Exhibit 1

APA

ASSET PURCHASE AGREEMENT

BY AND AMONG

WHEEL PROS, LLC,

TAP MANUFACTURING, LLC

TAP WORLDWIDE, LLC

AND

AIR LOCKER, INC.

SEPTEMBER 8, 2024

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Purchased Assets Schedule

Schedule 2.5 – Intellectual Property Assets

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made and entered into on September 8, 2024, by and among (i) TAP Manufacturing, LLC, a Delaware limited liability company (“TAP”), (ii) Wheel Pros, LLC, a Delaware limited liability company (“Wheel Pros”), (iii) TAP Worldwide, LLC, a Delaware limited liability company (“TW”) and together with TAP and Wheel Pros, the “Sellers”, and (iv) Air Locker, Inc., a Delaware corporation (“Buyer” and, collectively with Sellers, the “Parties”).

RECITALS

WHEREAS, subject to the terms of this Agreement, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase and accept from Sellers, the Purchased Assets (such transactions, collectively, the “Acquisition”).

WHEREAS, Sellers intend to file voluntary petitions (“Petition”) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and continue to manage their property as debtors and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code (the “Bankruptcy Case”).

WHEREAS, Sellers intend to seek Bankruptcy Court approval of the Acquisition as part of a larger plan to restructure their businesses;

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1 PURCHASE OF ASSETS

1.1. Purchase of Assets.

(a) Purchased Assets. Subject to the terms and conditions set forth herein, at the Closing Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, free and clear of all Encumbrances, except for Permitted Encumbrances, all of Sellers’ right, title and interest in and to the assets set forth on the Purchased Assets Schedule attached hereto (collectively, the “Purchased Assets”).

(b) Excluded Assets. For the sake of clarity, Buyer is not acquiring any assets of Sellers other than the Purchased Assets (collectively, the “Excluded Assets”), which such Excluded Assets shall remain the exclusive property of Sellers following the Closing.

1.2. Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, Buyer will not assume or be liable for any Liability of Sellers or any of their Affiliates of any nature or kind whatsoever (collectively, the “Excluded Liabilities”).

1.3. Purchase Price. The purchase price to be paid for the Acquisition shall be One Million Dollars (\$1,000,000) (the “Purchase Price”).

1.4. Non-Assignable Assets. Notwithstanding anything in this Agreement to the contrary, if the assignment or transfer of any Purchased Asset hereunder would constitute or result in a breach or default in relation to such Purchased Asset or otherwise adversely affect the rights of Buyer in relation thereto, including as a result of such assignment or transfer requiring the consent of or prior notice to any third party or Governmental Authority (any such Purchased Asset, a “Non-Assignable Asset”), then such Non-Assignable Asset shall be deemed not to have been assigned or transferred pursuant to this Agreement until such time as such circumstance no longer exists, whereupon the assignment and transfer of such Non-Assignable Asset shall be deemed automatically effective as of the date hereof.

Until the assignment and transfer of any Non-Assignable Asset is effective as contemplated herein, Sellers shall, at their sole cost, take such actions as Buyer reasonably requests to obtain such consent, give such notice or cause other action to be taken in order to avoid such breach, default or other adverse effect and, until such consent is obtained, such notice is given or such other action is taken, Sellers, at their sole cost, shall take such actions as shall be reasonably necessary for Buyer to obtain the benefits and discharge the obligations relating to such Non-Assignable Asset so as to give effect to the intent of this Agreement. Sellers and Buyer shall cooperate reasonably in respect of arrangements relating to Non-Assignable Assets to give effect to the foregoing provisions.

1.5. Allocation. Within one hundred eighty (180) days after the Closing, Buyer shall provide Sellers with an allocation of the Purchase Price (and any other relevant items) among the Purchased Assets for all purposes (including Tax and financial accounting purposes) in accordance with Section 1060 of the Code (the “Allocation”). Buyer shall deliver a draft of the Allocation to Sellers for Sellers’ review, comment and approval (not to be unreasonably withheld, conditioned or delayed) within a reasonable time frame prior to such one hundred eighty (180) day period, and Buyer shall incorporate any reasonable comments Seller delivers with respect thereto. The Parties shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation.

ARTICLE 2 CLOSING

2.1. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by electronic exchange of documents and signatures, on the second Business Day after all of the conditions to Closing set forth in Article 6 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as the Parties may mutually agree upon in writing. Without limitation of the foregoing, the Parties intend for the Closing to occur promptly following the Sale Order becoming a Final Order. The date on which the Closing is to occur is herein referred to as the “Closing Date”

2.2. Closing Deliverables.

(a) At the Closing, Sellers shall deliver to Buyer the following:

(i) a bill of sale in the form attached hereto as Exhibit A (the “Bill of Sale”) and duly executed by Sellers, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form attached hereto as Exhibit B (the “Assignment Agreement”) and duly executed by Sellers, effecting the assignment to Buyer of the intangible property (other than the Intellectual Property Assets) included in the Purchased Assets;

(iii) assignments in the form attached hereto as Exhibit C (the “US Intellectual Property Assignments”) and duly executed by Sellers, transferring all of Sellers’ right, title and interest in and to the Intellectual Property Assets within the United States to Buyer;

(iv) assignments in form and substance reasonably acceptable to the Parties and duly executed by Sellers (the “ex-US Intellectual Property Assignments”), transferring all of Sellers’ right, title and interest in and to the Intellectual Property Assets outside the United States to Buyer;

(v) the Closing Certificate of Sellers;

(vi) the Transaction Costs Schedule; and

(vii) an IRS Form W-9, duly executed by each Seller.

(b) At the Closing, Buyer shall deliver:

(i) to Sellers, (A) the Sellers Closing Payment by wire transfer of immediately payable funds to an account designated in writing by Sellers; and (B) the Buyer Closing Certificate; and

(ii) unless otherwise ordered by the Bankruptcy Court, to each Person to whom Transaction Costs are owed, the applicable Transaction Cost Amount by wire transfer of immediately funds in the amounts and pursuant to the instructions set forth in the Transaction Cost Schedule.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers jointly and severally represent and warrant to Buyer, as of the date hereof and as of the Closing Date (except where a particular date or time is otherwise specified), as follows:

3.1. Organization. Each Seller is a limited liability company properly organized, validly existing and in good standing under the laws of the state of Delaware.

3.2. Authorization. The execution and delivery of this Agreement by each Seller and the performance by such Seller of its obligations hereunder has been authorized by all necessary limited liability company action on the part of such Seller. No other limited liability company action or approval is necessary for the execution, delivery or performance of this Agreement by such Seller. Each Seller has full right, power, authority and capacity to execute, deliver and perform this Agreement and such other agreements and instruments as are contemplated hereby to which such Seller is a party, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by each Seller. This Agreement and each other agreement and instrument to be executed or delivered by each Seller constitute, or will constitute when executed and delivered, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms (except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (collectively, the "Enforceability Exceptions")).

3.3. No Conflict. Neither the execution and delivery of this Agreement or any other agreement or instrument to be executed and delivered in connection herewith by each Seller nor the consummation of the transactions contemplated hereby or thereby nor the fulfillment by such Seller of any of the terms contemplated hereby or thereby will: (a) violate or conflict with any provision of the organizational documents of such Seller; (b) conflict with or result in a breach by such Seller of, or constitute a default under, or create an event that, with the giving of notice or the lapse of time, or both, would be a default under or breach of, or give a right to terminate or cancel under, any Contract or Permit to which such Seller is party or to which any of the Purchased Assets is subject; (c) violate or conflicts with any Law or Governmental Order; or (d) result in the creation or imposition of any Encumbrance of any nature whatsoever upon any of the Purchased Assets.

3.4. Title to Assets. Sellers are the sole and exclusive owners of, and have good, valid, and marketable (and with respect to the Intellectual Property Registrations, record) right, title and interest in and to all of the Purchased Assets, free and clear of all Encumbrances except for Permitted Encumbrances. The Purchased Assets are sufficient for the continued conduct of the Poison Spyder Business in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Poison Spyder Business.

3.5. Intellectual Property and Data Privacy.

(a) Schedule 2.5 contains a correct, current and complete list of: (i) all Intellectual Property Registrations, specifying as to each, as applicable: the title, mark, or design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; the issue, registration or filing date; and the current status; (ii) all material unregistered Trademarks included in the Intellectual Property Assets. Other than non-exclusive licenses granted in the ordinary course of business or otherwise implied pursuant to a sale of goods, no Seller has licensed or otherwise granted to any Person any right or interest relating to any Intellectual Property Asset. Each Seller has entered into binding, valid and enforceable written Contracts with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or

development of any material Intellectual Property Assets during the course of employment or engagement with Seller whereby such employee or independent contractor (i) acknowledges such Seller's exclusive ownership of all Intellectual Property Assets invented, created or developed by such employee or independent contractor within the scope of his or her employment or engagement with such Seller; (ii) grants to such Seller a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property Assets, to the extent such Intellectual Property Assets do not constitute a "work made for hire" under, or are not otherwise assigned automatically to the Seller under, Applicable Law. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, Buyer's right to own or use any Intellectual Property Assets in the conduct of the Poison Spyder Business. Immediately following the Closing, all Intellectual Property Assets will be owned or available for use by Buyer on the same terms as they were owned or available for use by Seller immediately prior to the Closing. All Intellectual Property Registrations are subsisting and in full force and effect, and, to the Knowledge of Sellers, all of the Intellectual Property Assets are valid and enforceable. Seller has taken all reasonable and necessary steps to maintain and enforce the Intellectual Property Assets and to preserve the confidentiality of all Trade Secrets included in the Intellectual Property Assets, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All required filings and fees related to the Intellectual Property Registrations have been timely submitted with and paid to the relevant Governmental Authorities and authorized registrars. To the Knowledge of Sellers, the conduct of the Poison Spyder Business, including the use of the Intellectual Property Assets in connection therewith, and the products, processes, and services of the Poison Spyder Business have not infringed, misappropriated, or otherwise violated the Intellectual Property of any Person. To the Knowledge of the Sellers, no Person has infringed, misappropriated, or otherwise violated any Intellectual Property Assets. There are no Actions pending or threatened (including in the form of written offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the Intellectual Property of any Person by Seller in the conduct of the Poison Spyder Business; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any Intellectual Property Assets; or (iii) by Seller or any other Person alleging any infringement, misappropriation, or other violation by any Person of any Intellectual Property Assets. To the Knowledge of the Sellers, there are no existing facts or circumstances that could reasonably be expected to give rise to any such Action. Seller is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any Intellectual Property Assets. To the Knowledge of Sellers, the IT Systems do not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," or "virus." In the past two (2) years, there has been no failure or breach of any IT Systems that has caused any material disruption to the business or, to the Knowledge of Sellers, resulted in any breach of any personal data owned, collected or controlled by such Seller. Such Seller has complied in all material respects with all applicable Laws governing such Seller's use and processing of personal data in its business.

3.6. Taxes.

(a) All material Tax Returns required to be filed prior to the Closing by Sellers with respect to the Purchased Assets have been timely filed. Such Tax Returns are correct in all material respects. All material amounts of Taxes shown as due and owing on such Tax Returns have been timely paid.

(b) Sellers have timely and properly withheld all material amounts of Taxes required to so withheld from payments to its employees, agents, contractors, nonresidents, members, equityholders, lenders, customers, clients and other persons and remitted all such Taxes to the proper Taxing Authority.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to the assessment, collection, or imposition of any Taxes of Sellers with respect to the Purchased Assets. All material deficiencies asserted, or material assessments made, against Sellers with respect to the Purchased Assets as a result of any Action by any Taxing Authority have been fully paid. There are no pending Actions by any Taxing Authority with respect to any Tax Returns or Taxes of Seller with respect to the Purchased Assets. There are no Encumbrances, other than Permitted Encumbrances, related to Taxes upon any of the Purchased Assets.

(d) No Seller is a "foreign person" within the meaning of Section 1445 of the Code.

3.7. Compliance with Law. Each Seller has complied and is currently complying in all material respects with all Laws applicable to the conduct of the Poison Spyder Business or the ownership and use of the Purchased Assets.

3.8. Litigation. There are no Actions pending or threatened against any Seller that challenge, or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.9. Brokerage and Finder's Fee. Except for Stifel, Nicholas & Company, Incorporated, the fees and expenses of which shall be borne exclusively by Sellers and their Affiliates, no Seller or any of its Affiliates has any Liability to or is subject to any claim of, any broker, finder or agent in connection with the transactions contemplated by this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to each Seller, as of the date hereof (except where a particular date or time is otherwise specified), as follows:

4.1. Organization. Buyer is a corporation properly organized, validly existing and in good standing under the laws of its jurisdiction of formation.

4.2. Authorization. The execution and delivery of this Agreement by Buyer and the performance by Buyer of its obligations hereunder has been authorized by all necessary corporate action on the part of Buyer. No other corporate action or approval is necessary for the execution, delivery or performance of this Agreement by Buyer. Buyer has full right, power, authority and capacity to execute, deliver and perform this Agreement and such other agreements and instruments as are contemplated hereby to which Buyer is a party, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Buyer. This Agreement and each other agreement and instruments to be executed or delivered by Buyer constitutes, or will constitute when executed and delivered, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms (except as may be limited by the Enforceability Exceptions).

4.3. No Conflict. Neither the execution and delivery of this Agreement or any other agreement or instrument to be executed and delivered in connection herewith by Buyer nor the consummation of the transactions contemplated hereby or thereby nor the fulfillment by Buyer of any of terms contemplated hereby or thereby will, conflict with or result in a breach by Buyer of, or constitute a default under, or create an event that, with the giving of notice or the lapse of time, or both, would be a default under or breach of, or give a right to terminate or cancel under, any of the terms, conditions or provisions of (a) the governing documents of Buyer, or (b) any judgment, order, writ, injunction, decree or demand of any Governmental Authority involving Buyer.

4.4. Litigation. There are no Actions pending or threatened against Buyer that challenge, or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

4.5. Brokerage and Finder's Fee. None of Buyer or any of its Affiliates has any Liability to or is subject to any claim of, any broker, finder or agent in connection with the transactions contemplated by this Agreement.

4.6. Sufficiency of Funds; Solvency. Buyer has sufficient funds to permit Buyer to consummate the transactions contemplated by this Agreement and the agreements contemplated hereby, and to pay all related fees and expenses and make all required payments when they become due. Assuming the accuracy of the representations and warranties set forth in Article 3 and the compliance with all of covenants and agreements to be performed by Sellers in connection with the Closing, immediately after the Closing, Buyer (a) will be able to pay its debts as they become due and will own property which has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities), and (b) will have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred by Buyer in connection with the Acquisition with the intent to hinder, delay, or defraud either present or future creditors of Buyer.

4.7. Buyer's Investigation and Reliance. Buyer is not relying on any statement, representation or warranty, oral or written, express or implied (including any representation or warranty as to merchantability or fitness for a particular purpose), made by Sellers or Sellers' Affiliates or Representatives except for the representations and warranties expressly set forth in Article 3. Neither Sellers nor any of Sellers' Affiliates or Representatives are making, directly or indirectly, any representation or warranty except for the representations and warranties expressly set forth in Article 3.

ARTICLE 5 COVENANTS

5.1. Conduct of Business Prior to the Closing. From the date hereof until the Closing, except consented to in writing by Buyer, Sellers shall use commercially reasonable efforts to conduct the Poison Spyder Business in the ordinary course of business and maintain and preserve intact the organization, operations and franchise of, and preserve the rights, franchises, goodwill and relationships of third parties having relationships with, the Poison Spyder Business. Without limiting the foregoing, from the date hereof until the Closing Date, Sellers shall use commercially reasonable efforts to maintain the properties, rights and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear and defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation.

5.2. Access to Information.

(a) From the date hereof until the Closing, Sellers shall afford Buyer and its Representatives reasonable access to and the right to inspect the properties, assets, premises, Books and Records, and other documents and data related to the Poison Spyder Business. Any investigation pursuant to this Section 5.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Sellers. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Sellers in this Agreement.

(b) Following the date hereof, Sellers shall use commercially reasonable efforts to permit Buyer's representatives to conduct a physical inspection of all jigs, tooling, storage and fixtures included in the Purchased Assets in Thailand, and where all such Purchased Assets are stored and to make reasonable inquiry of Sellers' designated employees familiar with Purchased Assets (the "Onsite Inspection"). Once Seller has notified Buyer of the date or dates that Buyer's representatives will have access to conduct the Onsite Inspection, Buyer shall dispatch its representatives to conduct the Onsite Inspection as promptly as reasonably possible (but in any event no more than fourteen (14) days from the date on which Seller notifies Buyer that access is available).

(c) Following the date hereof, Sellers shall provide Buyer with reasonable access to all such CAD files and drawings to afford Buyer the opportunity to conduct a reasonable inspection of such CAD files and drawings.

5.3. Closing Conditions. From the date hereof until the Closing, each Party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE 6 hereof.

5.4. Physical Possession. Sellers shall arrange for the transportation and delivery of physical possession of the tangible assets listed on Appendix 1 to Buyer at its facility in Thailand on the Closing Date (the address of which Buyer shall provide promptly following the date hereof). Buyer shall reasonably promptly reimburse Sellers for the costs of such transportation and delivery.

5.5. Tax Matters.

(a) Transfer Taxes. All Transfer Taxes, if any, shall be borne fifty percent (50%) by Buyer, on the one hand, and fifty percent (50%) by Sellers, on the other hand. The party customary responsible under applicable Law shall be responsible for the preparation and filing of all Tax Returns in respect of Transfer Taxes, and the other Party shall join in the execution of such Tax Returns if required by applicable Law.

(b) Property Taxes. All Property Taxes (for the avoidance of doubt, other than Transfer Taxes) levied with respect to the Purchased Assets for the year during which Closing occurs shall be apportioned between Buyer and Sellers based on the number of days of such year prior to the Closing Date and the number of days of such year including and after the Closing Date. Sellers shall be jointly and severally liable for the proportionate amount of such Property Taxes that is attributable to the pre-Closing Date portion of such year to such Seller, and Buyer shall be liable for the remaining amount of such Property Taxes. Property Taxes that relate to a year commencing after the Closing Date shall be the responsibility of Buyer. All installments of Property Taxes having a due date before the Closing Date have been paid by Sellers before the Closing Date, and Buyer shall pay all installments of Property Taxes having a due date on or after the Closing Date. At the Closing, the net amount of all Property Tax adjustments computed according to this Section 5.5(b), based upon which Party is responsible for such Property Taxes and which Party is to pay such Property Taxes, shall be added to or deducted from the Purchase Price. If current tax statements for any Property Taxes for the year during which Closing occurs are not available as of the Closing Date, the prior year's tax statements will be used for purposes of making an estimated proration at the Closing, and a final proration will be made promptly when the current tax statements for such Property Taxes are received. Sellers shall remit to Buyer any additional amounts due to Buyer in such regard within ten (10) Business Days of receipt of written notice thereof from Buyer (which notice shall include reasonable evidence of the taxes owed and an explanation of the amounts owed by Sellers). Buyer shall remit to Sellers any excess amounts previously remitted by Sellers to Buyer hereunder within ten (10) Business Days of receipt of written notice thereof from Sellers (which notice shall include an explanation of the amounts owed by Buyer). If Sellers, from and after the Closing, receive any bill, assessment or other notice of any such Property Taxes due for the year during which Closing occurs, Sellers shall promptly forward a copy of such bill, assessment or other notice to Buyer.

(c) Cooperation. Buyer and Sellers agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets as is reasonably necessary for the filing of all Tax Returns by Buyer or Sellers, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Each of Buyer and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for the applicable statute of limitation.

5.6. Bankruptcy Matters. Sellers agree to seek approval of the Sale Motion consistent with the requirements of the Bankruptcy Code, and acknowledge that the foregoing agreement is a material inducement to Buyer's agreement to enter into this Agreement. Accordingly, Sellers agree that, reasonably promptly following the filing of the Petition but subject to Sellers obligations under that certain restructuring support agreement, dated on or around September 6, 2024, Sellers shall file with the Bankruptcy Court a motion seeking approval of this Agreement and Sellers' performance under this Agreement (the "Sale Motion"). Sellers will provide Buyer with a reasonable opportunity to review and comment upon the Sale Motion and other motions, applications and supporting papers prepared by Sellers related to this Agreement, including the form of Sale Order and other orders and notices to interested parties.

ARTICLE 6 CONDITIONS TO CLOSING

6.1. Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have issued any Law or Governmental Order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing them to be rescinded following Closing.

6.2. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Sellers contained in Section 3.1, Section 3.2, Section 3.3(a), Section 3.3(b), Section 3.3(d) and Section 3.9, the representations and warranties of Sellers contained in Article 3, shall be true and correct (without regard to any materiality qualifiers set forth therein) as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties need only be so true and correct on and as of such earlier date), except where the failure of such representations and warranties to be so true and correct has not, individually or in the aggregate, had a Material Adverse Effect.

(b) The representations and warranties of Sellers contained in Section 3.1, Section 3.2, Section 3.3(a), Section 3.3(b), Section 3.3(d) and Section 3.9, shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties need only be so true and correct on and as of such earlier date).

(c) Sellers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Sellers prior to or on the Closing Date.

(d) Sellers shall have delivered to Buyer duly executed counterparts to the documents and deliveries set forth in Section 2.2(a).

(e) All Encumbrances relating to the Purchased Assets (other than Permitted Encumbrances) shall have been released in full, and Sellers shall have delivered to Buyer reasonable and reasonably documented evidence of the release of such Encumbrances.

(f) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of each Seller, that each of the conditions set forth in Section 6.2(a) and Section 6.2(c) have been satisfied (the "Closing Certificate of Sellers").

(g) If the Closing is to occur on or before the effective date of any plan of reorganization in the Bankruptcy Case, the Bankruptcy Court shall have entered the Sale Order.

(h) The closing of the transactions contemplated by that certain Asset Purchase Agreement, dated on or about the date hereof, by and among ORW USA Inc., Wheel Pros and TW shall have occurred or is expected to occur on the same date as the Closing.

(i) Sellers shall have taken such steps and actions, and provided such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

6.3. Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in Article 4 shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties need only be so true and correct on and as of such earlier date)

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the ancillary documents to be performed or complied with by it prior to or on the Closing Date.

(c) Sellers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 6.3(a) and Section 6.3(b) have been satisfied (the “Buyer Closing Certificate”).

(d) Sellers shall have received the Closing Payment.

(e) Buyer shall have made the payments set forth on the Transaction Costs Schedule pursuant to Section 2.2(b)(ii), unless otherwise ordered by the Bankruptcy Court.

ARTICLE 7 INDEMNIFICATION

7.1. Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing. The representations and warranties in Article 3 and Article 4 shall survive until the Applicable Limitation Date, and no Party shall be entitled to recover for any Losses pursuant to Section 7.2 or Section 7.3 unless written notice of a claim thereof is delivered to the other Party prior to the Applicable Limitation Date.

7.2. Indemnification of the Buyer Indemnified Parties. From and after the date hereof, each Seller, on a joint and several basis, shall indemnify Buyer, its Affiliates and their respective officers, directors, managers, employees, agents, partners, representatives, successors and permitted assigns (collectively, the “Buyer Indemnified Parties”) and hold each of them harmless from and against and pay on behalf of or reimburse such Buyer Indemnified Parties in respect of any Losses which any such Buyer Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of (a) any breach of any representation or warranty made by such Seller in this Agreement, (b) any breach of any covenant or agreement made by Sellers contained in this Agreement or (c) any Excluded Liability.

7.3. Indemnification of the Seller Indemnified Parties. From and after the date hereof, Buyer shall indemnify, defend, and hold harmless each Seller, its Affiliates and their respective officers, directors, managers, employees, agents, partners, representatives, successors and permitted assigns (collectively, the “Seller Indemnified Parties”) from and against any and all Losses incurred by the Seller Indemnified Parties with respect to, in connection with, arising from, or alleged to result from, arise out of, or in connection with (a) any breach by Buyer of any representation or warranty made by Buyer in this Agreement or (b) any breach of any covenant or agreement made by Buyer contained in this Agreement and required to be performed after the Closing.

7.4. Limitations.

(a) None of the Sellers shall be required to indemnify any Buyer Indemnified Party pursuant to, and none of the foregoing shall have any liability under Section 7.2(a), until the aggregate amount of all Losses for which the Sellers would, but for this Section 7.4(a) be liable under Section 7.2(a) exceeds, on a cumulative basis, an amount equal to \$10,000 (the “Deductible”), at which time the Sellers shall indemnify the Buyer Indemnified Parties for the full amount of all such Losses in excess of the Deductible.

(b) Notwithstanding anything contained in this Agreement to the contrary, the Sellers shall not be required to indemnify any Buyer Indemnified Party pursuant to Section 7.2(a) once the aggregate amount of all payments made by or on behalf of the Sellers in respect of the indemnification obligations under Section 7.2(a) equals the \$200,000.

(c) Notwithstanding anything contained in this Agreement to the contrary, the Sellers shall not be required to indemnify any Buyer Indemnified Party pursuant to Section 7.2 once the aggregate amount of all payments made by or on behalf of the Sellers in respect of the indemnification obligations under Section 7.2(a) equals the Purchase Price.

(d) Notwithstanding anything contained in this Agreement to the contrary, the limitations set forth in Section 7.4(a) shall not apply to the indemnification obligations under Section 7.2(a) with respect to the

representations and warranties contained in Section 3.1, Section 3.2, Section 3.3(a), Section 3.3(b), Section 3.3(d) and Section 3.9.

7.5. Notice and Right to Defend.

(a) In the event that a Party seeking indemnification (the “Indemnatee”) determines that it has a claim for Losses against the other Party (the “Indemnitor”) hereunder or in the case of any claim for indemnification hereunder arising from a claim of a third party (each, a “Claim”), the Party seeking indemnification (the “Indemnatee”) will promptly provide written notice to the other Party (the “Indemnitor”) of such Claim. The Indemnatee’s failure or delay in providing such notice will not relieve the Indemnitor of its obligations under this Article 7 unless the Indemnitor is prejudiced as a result thereof. Such notice shall identify the basis (to the extent known to the Indemnatee) under which indemnification or reimbursement is sought pursuant to this Article 7, the material facts and circumstances under which indemnification or reimbursement is sought pursuant to this Article 7, and, to the extent known to the Indemnatee, the amount of the Losses in respect of such Claim. Thereafter, the Indemnitor and the Indemnatee shall attempt in good faith to agree upon the rights of the respective parties for a period of not less than sixty (60) days. Should the Indemnitor and the Indemnatee fail to agree as to any particular item or items or amount or amounts within such sixty (60) day period, then each Party shall be entitled to pursue its available remedies for resolving the Claim for indemnification.

(b) In the event that the Claim for indemnification arises from a claim of a third-party, the Indemnitor shall have the right (but not the obligation) anytime to assume and thereafter conduct and control the defense of any such Claim (with counsel of the Indemnitor’s choice). In any event and without limiting the foregoing, for so long as the Indemnitor is conducting and controlling such defense, the Indemnatee shall have the right, but not the obligation, to participate in such defense with separate counsel of its choosing at its sole cost and expense. The Indemnatee and the Indemnitor shall reasonably cooperate in the defense or prosecution of any Claim in respect of which indemnity or reimbursement may be sought hereunder and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Party assuming the defense a Claim arising from a claim of a third-party will not agree to any settlement, compromise or discharge of such Claim without the other Party’s prior written consent (not to be unreasonably withheld, conditioned or delayed) if such settlement, compromise or discharge (i) imposes a material injunction or material equitable relief upon the other Party, (ii) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the other Party a complete release from all liability in respect of such Claim, or (iii) involves a finding or admission of any violation of Law by the other Party.

7.6. Payment of Indemnifiable Losses. Promptly, and in any event within five (5) Business Days, following the final determination of the amount of any Losses payable to a Buyer Indemnified Party or a Seller Indemnified Party pursuant to this Article 7 (which shall be subject in all cases to the limitations set forth herein), the applicable Indemnitor shall pay the applicable Indemnatee the amount of such Losses (with no duplication of payment, if applicable).

7.7. Treatment of Indemnity Payments. Any payments made pursuant to this Article 7 shall be treated as an adjustment to the Purchase Price for Tax purposes unless otherwise required by applicable Law.

7.8. Non-Reliance. Except for the specific representations and warranties expressly made by Sellers in Article 3, Buyer acknowledges and agrees that (a) Sellers have not made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, at law or in equity, in respect of the Business, the Purchased Assets or the other transactions contemplated hereby (including any relating to financial condition, results of operations, assets or liabilities of Sellers, the Business or the Purchased Assets), and (b) no manager, director, officer, agent, representative or employee of each Seller has any authority, express or implied, to make any representations, warranties or agreements on behalf of such Seller not specifically set forth in this Agreement and subject to the limited remedies herein provided. Each Seller has, and Buyer acknowledges and agrees that each Seller has, disclaimed and does hereby disclaim any representation or warranty made by any Person that is not contained in Article 3. Therefore, Buyer acknowledges that it is not relying on any statements, information or data other than the representations or warranties contained in Article 3.

7.9. Exclusive Remedy. Each of the Parties acknowledges and agrees that the indemnification provisions set forth in this Article 7 shall be the exclusive remedy of the Parties with respect to any breaches or alleged breaches of the representations, warranties, covenants or agreements set forth in this Agreement; provided that nothing herein shall operate to relieve a Party of any Liability for Fraud in the event such Party is finally determined by a court of competent jurisdiction to have committed Fraud against the other Party.

ARTICLE 8 TERMINATION

8.1. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Sellers and Buyer;
- (b) By Sellers, on the one hand, or Buyer, on the other hand, if the Closing shall not have occurred on or prior to 5:00 p.m. Pacific Time on November 15, 2024 (such date, the “Outside Date”); provided, that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available if the failure of the Party so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of the Closing to be consummated on or prior to such date.
- (c) by Buyer (provided that Buyer is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement) if any Seller has breached any representation, warranty, covenant or agreement of Sellers contained in this Agreement that would cause a conditions set forth in Section 6.2 not to be satisfied and (i) has failed to cure such breach within thirty (30) days of the receipt by Sellers of written notice of such breach from the Buyer to the extent such breach is reasonably capable of being cured in such period, (ii) if such breach cannot be reasonably be cured within such thirty (30) day period, Sellers have either failed to commence the curing of such breach within such thirty (30) day period or thereafter failed to use commercially reasonable efforts to cure such breach as promptly as practicable, or (iii) such breach is incapable of being cured;
- (d) by a Seller (provided that no Seller is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement) if Buyer has breached any representation, warranty, covenant or agreement of Buyer contained in this Agreement that would cause a conditions set forth in Section 6.3 not to be satisfied and (i) has failed to cure such breach within thirty (30) days of the receipt by Buyer of written notice of such breach from the Sellers to the extent such breach is reasonably capable of being cured in such period, (ii) if such breach cannot be reasonably be cured within such thirty (30) day period, Buyer has either failed to commence the curing of such breach within such thirty (30) day period or thereafter failed to use commercially reasonable efforts to cure such breach as promptly as practicable, or (iii) such breach is incapable of being cured;
- (e) by a Party in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; provided, that the right to terminate this Agreement under this Section 8.1(e) shall not be available to any Party if such Party’s breach of any provision of this Agreement has been the cause of the issuance of such Governmental Order or the taking of such action;
- (f) By a Seller, if such Seller or its governing body receives an alternative offer for the sale of all or a portion of the Purchased Assets in connection with the Bankruptcy Cases and determines that consummating the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with such Person’s or body’s fiduciary duties; provided that Sellers shall not be entitled to terminate on this basis after the effective date of any plan of reorganization in the Bankruptcy Case; or
- (g) By Buyer, if the Bankruptcy Court approves of a transaction that would prevent the consummation of the transactions contemplated by this Agreement.

8.2. Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 8, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) that the obligations set forth in this Section 8.2 and **Error! Bookmark not defined.**Error! Bookmark not defined.Article 9 shall survive termination; and

(b) that nothing herein shall relieve any Party hereto from liability for any willful breach of any provision hereof.

ARTICLE 9 MISCELLANEOUS AND ADDITIONAL COVENANTS

9.1. Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 9.1 unless such terms are defined elsewhere in this Agreement:

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding (including any arbitration proceeding), litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

“Applicable Limitation Date” means (A) the twelve (12)-month anniversary of the Closing Date for the indemnification obligations set forth in Section 7.2(a) and Section 7.3(a); provided that the Applicable Limitation Date shall be the thirty-six (36) month anniversary of the Closing Date for the indemnification obligations set forth in (i) Section 7.2(a) with respect to the representations and warranties contained in Section 3.1, Section 3.2, Section 3.3(a), Section 3.3(b), Section 3.3(d) and Section 3.9 and (ii) Section 7.3(a) with respect to the representations and warranties contained in Section 4.1, Section 4.2, Section 4.3 and Section 4.5; and (B) there shall be no Applicable Limitation Date for the indemnification obligations set forth in Section 7.2(b), Section 7.2(c), or Section 7.3(b) (i.e., such obligations shall survive indefinitely).

“Business Day” means a day other than Saturday, Sunday or any day on which banks in Los Angeles, California are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means, with respect to any Person, any contract, license, agreement, commitment, purchase order, note, bond, mortgage, indenture, lease or other property agreement, partnership or joint venture agreement or other legally binding agreement, whether oral or written, applicable to any Person or its properties or assets.

“Encumbrance” means any lien, mortgage, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

“Final Order” means an order as to which the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under F.R.C.P. 60(b)) or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

“Fraud” means actual and intentional common law fraud under the Laws of the State of Delaware in the making of the representations and warranties in Article 3 and Article 4 of this Agreement. For the sake of clarity, “Fraud” shall not include equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud, or any fraud or other torts based on negligence or recklessness.

“Governmental Authority” means any (a) government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority or power of any nature, in the case of any of the immediately foregoing clauses (a) through (c), whether

federal, state, local, municipal, foreign, supranational or of any other jurisdiction.

“Governmental Order” means any order, conciliation, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Intellectual Property” means all intellectual property and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (i) issued patents and patent applications (whether provisional or non-provisional), (“Patents”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“Trademarks”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“Copyrights”); (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets and other rights in confidential information and know-how, including rights in inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“Trade Secrets”); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof (“Software”); (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights.

“Intellectual Property Assets” means all Intellectual Property that is owned by any Seller and used solely in connection with the Poison Spyder Business, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to any Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for infringement, misappropriation, or other violation thereof.

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

“IT Systems” means all physical computing and/or communications systems and equipment, including any internet, intranet, extranet, e-mail, or voice mail systems and the hardware associated with such systems, in each case used by each Seller in its business.

“Knowledge of Sellers” means the actual knowledge of Vance Johnston, after reasonable due inquiry of his direct reports.

“Law” means any statute, law, ordinance, regulation, rule, code, Governmental Order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Liabilities” means debts, costs, liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, liquidated or unliquidated, secured or unsecured, undetermined or determinable, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Losses” means any and all claims, costs, expenses, damages, Liabilities, losses, judgments, fines or deficiencies, including reasonable attorneys’ fees and other costs and expenses incurred and paid in investigation, defense or settlement of any of the foregoing, but excluding punitive damages, exemplary damages or any other similar damages.

“Permitted Encumbrances” means (a) statutory Encumbrances of landlords and mechanics’, carriers’, workmen’s, repairmen’s, warehousemen’s, materialmen’s or other like Encumbrances arising or incurred in the ordinary course of business, (b) Encumbrances for Taxes, assessments or other governmental charges or levies that are not due or payable or that are being contested by appropriate Actions, (c) zoning, building permit, utility easement or right of way, entitlements, buildings and land use, environmental regulations and other similar restrictions regulating the use or occupancy of such real property or the activities conducted thereon which are imposed or promulgated by any Governmental Authority having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the business thereon and (d) Encumbrances created under federal, state or foreign securities Laws.

“Material Adverse Effect” means any event, change, circumstance, effect, or state of facts (each an “Effect” and collectively “Effects”) that, when considered individually or in the aggregate, is, or would reasonably be expected to be, materially adverse to (a) the Purchased Assets or the financial condition of the Poison Spyder Business, taken as a whole, or (b) the ability of each Seller to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement; provided that no Effect to the extent resulting from, attributable to or arising out of any of the following shall be deemed to be or constitute a “Material Adverse Effect,” and no Effect to the extent resulting from, attributable to or arising out of any of the following shall be taken into account when determining whether a “Material Adverse Effect” has occurred: (i) general economic conditions (or changes in such conditions) in the United States or any other country or region in the world, or conditions in the global economy generally; (ii) conditions (or changes in the conditions) in the credit, financial, commodity or capital markets in the United States or elsewhere in the world, including changes in interest or exchange rates, monetary policy or inflation; (iii) conditions (or changes in such conditions) in the industry of the Poison Spyder Business; (iv) acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country in which the Poison Spyder Business operates; (v) earthquakes, hurricanes, tsunamis, tornadoes, floods, epidemics, pandemics, disease outbreak or other public health condition or any worsening thereof, mudslides, wild fires or other natural disasters, weather conditions and any other force majeure events in the United States or any other country in which the Poison Spyder Business operates (collectively, “Force Majeure Events”); (vi) changes in Law or other legal or regulatory conditions or any measures taken by a Seller in respect thereof, or changes in GAAP or other accounting standards (or the interpretation thereof); (vii) any actions taken or failure to take action by Buyer or any of its Affiliates, (viii) any action taken or failure to take any action by a Seller (A) upon the written request of Buyer or (B) that is required, expressly contemplated or prohibited (as applicable) by the terms of this Agreement; (ix) any failure by a Seller to meet any internal or external projections, forecasts, guidance, estimates, milestones, budgets, or financial or operating predictions of revenue, earnings, cash flow or cash position (but not, in each case, the underlying cause of such changes or failures), or (x) the announcement or pendency of this Agreement, the consummation of the transactions contemplated hereby or the identity of Buyer as the acquirer of the Purchased Assets; provided, that any event, occurrence or development in the Poison Spyder Business or a Seller, as applicable, referred to in clauses (i), (iii), (iv), and (v) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence or development in a Seller has a materially disproportionate effect on a Seller compared to other participants in the principal industry in which Sellers conduct the Poison Spyder Business (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Material Adverse Effect has occurred). For the avoidance of doubt, a Material Adverse Effect shall be measured only against past performance of the Poison Spyder Business and not against any forward-looking statements, financial projections or forecasts of Sellers or the Poison Spyder Business.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Person” means any individual, corporation, partnership, joint venture, trust or unincorporated organization or association or other form of business enterprise or a Governmental Authority.

“Petition” has the meaning set forth in the Recitals.

“Poison Spyder Business” means the business consisting of the design, manufacture, distribution and sale of the “Poison Spyder” brand of on and off-road parts and accessories and other parts as currently operated by the Sellers.

“Property Taxes” means real property Taxes, personal property Taxes and similar ad valorem Taxes.

“Representative” means, with respect to any Person, such Person’s officers and directors (or persons holding comparable positions), employees, consultants, independent contractors, subcontractors, equity holders, accountants, advisors, legal and other representatives, agents, executors, heirs, successors and permitted assigns.

“Sale Motion” has the meaning set forth in Section 5.6.

“Sale Order” means an order (or orders) of the Bankruptcy Court, which has been entered on the Bankruptcy Court docket, in form and substance reasonably acceptable to the Buyer, approving this Agreement, the Transaction Documents, and all terms and conditions thereof, and approving and authorizing Seller to consummate the transactions contemplated by this agreement.

“Sellers Closing Payment” means (i) the Purchase Price minus (ii) the Transaction Cost Amount.

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxes” means any and all license and registration fees, taxes (including income, minimum or alternative minimum tax, gross receipts, ad valorem, value added, environmental tax, turnover, sales, use, personal property (tangible and intangible), stamp, leasing, lease, user, leasing use, excise, payroll, franchise, transfer, fuel, excess profits, occupational, interest equalization and other taxes), levies, imposts, duties or withholdings in the nature of a tax imposed by any Governmental Authority, together with any and all penalties, fines, additions to tax and interest thereon.

“Taxing Authority” means any Governmental Authority having or purporting to have jurisdiction with respect to any Tax.

“Trademarks” means all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, sponsorship, association or origin, together with all goodwill connected therewith and all registrations, applications and renewals for, any of the foregoing.

“Transaction Cost Amount” means the aggregate amount of unpaid Transaction Costs of Sellers as of immediately prior to the Closing as set forth on the Transaction Cost Schedule.

“Transaction Cost Schedule” means a schedule, to be delivered by Sellers at Closing, setting forth the Transaction Cost Amount (and each constituent Transaction Cost).

“Transaction Costs” means any and all fees, costs and expenses accrued or incurred by or on behalf of Sellers to Masumi + Consoli LLP, a California limited liability partnership, in connection with this Agreement and the other Transaction Documents or the planning, structuring, negotiating or consummation of the transactions contemplated herein and therein.

“Transaction Document” means any agreement, document, certificate, or other instrument delivered under or in connection with this Agreement.

“Transfer Taxes” means sales, use, transfer, real property transfer, recording, documentary, stamp, registration and fees and any similar Taxes.

9.2. Further Assurances. Sellers shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as and when requested by Buyer from time to time.

9.3. Publicity. No Party shall, and each Party shall cause its Affiliates not to, issue or make any press release or other public announcement (including in any trade journal or other publication) or make any announcement or

disclosure to any of the other Parties' customers or suppliers or any other third party of or related to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, except as required by Law (including the Bankruptcy Case) or the applicable rules of any securities exchange.

9.4. Expenses. Except as otherwise expressly provided herein, the Parties shall bear their own respective costs and expenses incident to its obligations under this Agreement and each of the other agreements contemplated hereby and the transactions contemplated hereby and thereby.

9.5. Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied, shall give or be construed to give any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder; provided that the Buyer Indemnified Parties and the Seller Indemnified Parties are express third-party beneficiaries hereunder.

9.6. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly received when (a) delivered to the recipient through electronic means (including by electronic mail) (provided that receipt is confirmed promptly thereafter), or (b) one (1) Business Day after it is sent to the recipient by reputable express courier service (charges prepaid), and addressed to the intended recipient as set forth below:

If to any Seller:

c/o Wheel Pros, LLC
5347 S. Valentia Way
Greenwood Village, CO 80111
Attn: Vance Johnston
Email: vance.johnston@hoonigan.com

If to Buyer:

Air Locker, Inc.
4810 D St. NW #103
Auburn, WA 98001
Attn: Rich Botello, President
Email: rbotello@arbusa.com

and

c/o Clearlake Capital Group, L.P.
233 Wilshire Boulevard, Suite 800
Santa Monica, CA 90401
Attn: Dilshat Erkin
Email: derkin@clearlake.com

with a copy (which shall not constitute notice) to:

Massumi + Consoli LLP
2029 Century Park East, Suite 280
Los Angeles, CA 90067
Attn: Anthony Consoli, P.C.
Email: aconsoli@mcllp.com
Attn: Michael Young, P.C.
Email: myoung@mcllp.com

with a copy (which shall not constitute notice) to:

Davis Wright Tremain LLP
920 5th Avenue
Suite 3300
Attn: Sean McCann
Email: seanmccann@dwt.com

A Party may by notice properly delivered to the other Party change the address to which any notice or other communication to it are to be delivered or mailed.

9.7. Governing Law; Consent to Jurisdiction. The laws of the State of Delaware shall govern (a) all claims, controversies, disputes and other matters related to or arising from this Agreement (including any tort, statutory, contractual or non-contractual claims) and (b) all questions concerning the construction, interpretation, validity and enforceability of this Agreement and the performance of the obligations of the Parties under this Agreement, in each case, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Each Party hereby waives, to the extent permitted by applicable Law, all rights to trial by jury in any Action brought to resolve any dispute between the Parties, whether arising in contract, tort or otherwise arising out of,

connected with, related to or incidental to this Agreement, the transactions contemplated hereby or the relationship established between the Parties hereunder. With respect to Actions under Section 9.14 only, each of the Parties irrevocably submits to the exclusive jurisdiction of the State of Delaware and the Chancery Court of the State of Delaware (the “Chancery Court”) in any Action arising out of or relating to this Agreement and agrees that all claims in respect of any such Action shall be heard and determined exclusively in the Chancery Court; provided that, in the event that subject matter jurisdiction is declined by or unavailable in the Chancery Court, then such Action shall be heard and determined exclusively in any other state or federal court sitting in the State of Delaware. Each Party agrees not to bring any Action arising out of or relating to this Agreement in any other court. Nothing in this Section 9.7, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

9.8. WAIVER OF JURY TRIAL. EACH PARTY HEREBY 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 HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.8.

9.9. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties hereto. All waivers of rights under this Agreement shall be in writing, and no waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10. Bulk Transfer Laws. Buyer hereby waives compliance by Sellers with the provisions of any so-called “bulk transfer laws” of any jurisdiction in connection with the sale of the Purchased Assets.

9.11. Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant. In addition, each of the Parties acknowledges and agrees that any adjustments to the Purchase Price as a result of the application of any provision of this Agreement does not prejudice or limit in any respect whatsoever any Party’s rights under any other provision of this Agreement or pursuant to any other applicable requirements of law. The term “or” shall not be exclusive and shall be deemed to mean “and/or”. The words “include” and “including”, and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words “herein”, “hereby”, “hereof”, “hereunder”, “hereto” and words of similar import refer to this Agreement as a whole (including any exhibits and schedules hereto) and not merely to any particular section, subsection or paragraph contained in this Agreement. The word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”.

9.12. Non-Recourse. Any Action (whether in contract or in tort, in law or in equity, or granted by statute) that may

be based upon, in respect of, arise under, out of or by reason of, be connected with, or related in any manner to any Transaction Document or any certificate delivered pursuant thereto, may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto, as applicable (the “Contracting Parties”). Except as otherwise expressly set forth in the applicable Transaction Document, no Person who is not a Contracting Party, including any current or former director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing (“Non-Party Affiliates”), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or Affiliates) for any Action or Liability arising under or out of the Transaction Documents or any certificate delivered pursuant thereto or based on, in respect of, or by reason of any Transaction Document or any certificate delivered pursuant thereto or the negotiation, execution, performance or breach of any of the foregoing. To the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations arising under, or out of any Transaction Document or any certificate delivered pursuant thereto, in each case, to which such Contracting Party is a party or based on, in respect of, or by reason of any Transaction Document or any certificate delivered pursuant thereto, in each case, to which such Contracting Party is a party or its negotiation, execution, performance or breach against any such Non-Party Affiliates. Each Contracting Party also disclaims any reliance upon any Non-Party Affiliates with respect to the performance of any Transaction Document or any certificate delivered pursuant thereto, in each case, to which such Contracting Party is a party or any representation or warranty made in, in connection with, or as an inducement to any Transaction Document or any certificate delivered pursuant thereto, in each case, to which such Contracting Party is a party. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 9.12.

9.13. Arbitration. Except as provided in Section 9.14, any Action arising out of or related to this Agreement, the Acquisition or the negotiation or execution of any of the foregoing, shall be resolved by final and binding arbitration before a single neutral arbitrator with fifteen (15) years of experience as a litigator, arbitrator, or judicial officer with respect to disputes concerning purchase agreements and other complex commercial contracts under Delaware law, administered by JAMS, Inc. in accordance with its Comprehensive Arbitration Rules and Procedures and held in the City of Los Angeles, California, and judgment on the award rendered by the arbitrator may be entered in any federal or state court sitting in the City of Los Angeles, California or any other court having competent jurisdiction. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. All discovery shall be completed within ninety (90) days following the appointment of the arbitrator. The award shall be made within six (6) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by stipulation of the Parties or by the arbitrator based upon a finding that such an extension is necessary to prevent a Party from benefiting from its own delay, inaction or refusal to meet deadlines imposed by the arbitrator. Each of the Parties agrees to keep confidential, and not disclose to any Person, except in connection with a proceeding to confirm, correct or vacate an award rendered under this Section 9.13 or as may be required by Law, the existence of any Claim or ruling under this Section 9.13, the referral of any such controversy to arbitration, the status thereof or any decision, judgment, ruling, finding, award or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder.

9.14. Remedies. 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, or other equitable relief in respect of, the terms hereof, in addition to any other remedy to which they are entitled at law or in equity, without being required to prove insufficiency of damages or post any bond or other security in connection therewith.

9.15. General. This Agreement, which includes the schedules and the exhibits attached hereto, together with the other documents, agreements and instruments executed and delivered pursuant to this Agreement, collectively constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior arrangements, agreements or understandings with respect thereto, whether written or oral, including any letter of intent in relation thereto. Any waiver of any term of this Agreement shall be effective only if in writing and signed by the waiving Party, and any amendment of this Agreement shall be effective only if in writing and signed by each of the Parties. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party’s rights hereunder at any time to enforce strict compliance thereafter with every term of this Agreement. The Parties have participated jointly in the negotiation and drafting of

this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Sellers (including by operation of Law) without the prior written consent of Buyer. Buyer may assign this Agreement, or any of its rights, interests or obligations hereunder, to one of its Affiliates upon prior written notice to Sellers. If any term or provision of this Agreement shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, or affecting any other provision of this Agreement. This Agreement may be signed in one or more counterparts and delivered by email.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

Schedule 2.5 - Intellectual Property Assets

1. Domain Names:

- poisonspider.com
- poisonspider.net
- poisonspidercustoms.net
- poisonspyder.com
- poisonspyder.info
- poisonspyder.net
- poisonspydercustoms.com
- poisonspydercustoms.net

2. Patents: None.

3. Copyrights (registered): None.

4. Trademarks (material unregistered): None.

5. Trademarks (registered):

<u>Matter Title</u>	<u>Image</u>	<u>Registration Number</u>	<u>IP Office</u>	<u>Owner</u>
Poison Spyder Logo		TMA988577	Canada	Wheel Pros, LLC
POISON SPYDER	--	TMA988576	Canada	Wheel Pros, LLC
Poison Spyder Logo		1290935	Chile ¹	Wheel Pros, LLC
POISON SPYDER and Middle Spider Color Design		1570623	Mexico	Wheel Pros, LLC

¹ NTD –Sellers will request evidence of recordation of the assignment with the Chilean trademark promptly following the date hereof.

POISON SPYDER	--	1290936	Chile	Wheel Pros, LLC
POISON SPYDER	--	1570624	Mexico	Wheel Pros, LLC
Poison Spyder Color Logo		1570625	Mexico	Wheel Pros, LLC
Poison Spyder Color Logo		1532317	Mexico	Wheel Pros, LLC
POISON SPYDER & Right Spider Design		1271905	WIPO (Madrid Protocol)	Wheel Pros, LLC
POISON SPYDER & Right Spider Design		1762018 (MX) 1271905B (WIPO)	Mexico via Madrid	Tap Manufacturing, LLC
Poison Spyder Color Logo		[16170377] ²	China	Wheel Pros, LLC
POISON SPYDER and Middle Spider Color Design		16170378 ³	China	Wheel Pros, LLC
POISON SPYDER	--	16170379	China	Wheel Pros, LLC
Poison Spyder Logo		5649545	U.S.	Wheel Pros, LLC
Poison Spyder Logo		5281703	U.S.	Wheel Pros, LLC
POISON SPYDER and Middle Spider Design		5266536	U.S.	Wheel Pros, LLC

² Inclusion of this trademark subject to confirmation from local counsel in China.

³ Inactive

POISON SPYDER & Right Spider Design		5256826	U.S.	Wheel Pros, LLC
POISON SPYDER and Middle Spider Design		12785807	China ⁴	Wheel Pros, LLC
POISON SPYDER	--	5266468	U.S.	Wheel Pros, LLC
POISON SPYDER CUSTOMS	--	4690654	U.S.	Wheel Pros, LLC
POISON SPYDER	--	TMA988576	Canada	Wheel Pros, LLC
SPYDERSHELL	--	5197309	U.S.	Wheel Pros, LLC
SPYDERSHELL	--	TMA1029854	Canada	Wheel Pros, LLC
POISON SPYDER & Right Spider Design		1271905 (WIPO)	Australia via Madrid	Wheel Pros, LLC
POISON SPYDER & Right Spider Design		TMA1002805	Canada	Wheel Pros, LLC
POISON SPYDER & Right Spider Design		1271905A (WIPO)	China via Madrid	Tap Manufacturing, LLC
CRUSHER CORNERS	--	5,317,679	U.S.	Tap Manufacturing, LLC
CRUSHER	--	5,291,745	U.S.	Tap Manufacturing, LLC
CRUSHER	--	TMA985973	Canada	Wheel Pros, LLC

⁴ Sellers to request evidence of recordation of Certificate of Consent on Assignment with the China Patent Office promptly following the date hereof.

Purchased Assets Schedule

1. The Intellectual Property Assets, including those described on Schedule 2.5 are incorporated by reference.
2. Jigs, tooling, storage and fixtures used solely in connection with the Poison Spyder Business
3. Computer-aided design files and drawings products, fixtures and tooling used solely in connection with the Poison Spyder Business.
4. Designs, proprietary processes, flow-charts and know-how used solely in connection with the Poison Spyder Business.
5. Procedures for installation and assembly used solely in connection with the Poison Spyder Business.
6. Poison Spyder brand guidelines and style guide used solely in connection with the Poison Spyder Business.
7. Bills of materials used solely in connection with the Poison Spyder Business.
8. Sales data used solely in connection with the Poison Spyder Business.

Notwithstanding the foregoing, the Parties agree that the tangible assets constituting Purchased Assets and held by Sellers in Thailand are limited to those listed on Appendix 1 to this Purchased Assets Schedule.

Appendix 1 to Purchased Assets Schedule



PACKING SLIP

Number: GYT23-463

08/30/2023

KIJSIAM PARTWORKS CO., LTD.

**63-64 Moo 15 Songpol Rd. No. 63-64-
Pakrat, Banpong Ratchaburi,
Ratchaburi 70110 THA**

Description	Part number	QTY
18-08-200-PASS	MTL-FXT-10M16.	1
18-08-200-DRV	MTL-FXT-10M16.	1
14-04-073-DRV	MTL-FXT-10M16.	1
14-04-073-PASS	MTL-FXT-10M16.	1
14-08-060-DRV	MTL-FXT-10M16.	1
14-08-060-PASS	MTL-FXT-10M16.	1
14-02-090-PASS	MTL-FXT-10M16.	1
14-02-090-DRV	MTL-FXT-10M16.	1
14-02-040-PASS	MTL-FXT-10M16.	1
14-02-040-DRV	MTL-FXT-10M16.	1
13-08-050-DRV	MTL-FXT-10M16.	1
13-08-050-PASS	MTL-FXT-10M16.	1
14-05-B70-DRV	MTL-FXT-10M16.	1
14-05-B70-PASS	MTL-FXT-10M16.	1
18-18-015-1	MTL-FXT-10M16.	1
18-18-015-1M	MTL-FXT-10M16.	1
14-02-050-PASS	MTL-FXT-10M16.	1
14-02-050-DRV	MTL-FXT-10M16.	1
17-05-020-PASS	MTL-FXT-10M16.	1
17-05-920-DRV ALUM	MTL-FXT-10M16.	1
17-05-020-DRV	MTL-FXT-10M16.	1
17-05-920-PASS-ALUM	MTL-FXT-10M16.	1
18-08-040-PASS	MTL-FXT-10M16.	1
18-08-040-DRV	MTL-FXT-10M16.	1
18-08-030-PASS	MTL-FXT-10M16.	1
18-08-030-DRV	MTL-FXT-10M16.	1
17-62-010/17-62-020	MTL-FXT-10M16.	1
17-59-010	MTL-FXT-10M16.	1
17-61-010	MTL-FXT-10M16.	1

17-59-010-DST	MTL-FXT-10M16.	1
19-58-010-DBT	MTL-FXT-10M16.	1
17-58-010-DBT	MTL-FXT-10M16.	1
14-02-075-DRV X 2	MTL-FXT-10M16.	1
14-02-075-PASS X 2	MTL-FXT-10M16.	1
14-18-030-2	MTL-FXT-10M16.	1
14-18-030-2M	MTL-FXT-10M16.	1
PSC-18-56-020	MTL-FXT-10M16.	1
PSC-18-56-025	MTL-FXT-10M16.	1
17-0-010-DRV	MTL-FXT-10M16.	1
17-05-910-DRV	MTL-FXT-10M16.	1
10-08-020-DRV	MTL-FXT-10M16.	1
10-08-020-PASS	MTL-FXT-10M16.	1
14-05-070-DRV	MTL-FXT-10M16.	1
14-05-070-PASS	MTL-FXT-10M16.	1
14-02-093-DRV	MTL-FXT-10M16.	1
14-02-093-PASS	MTL-FXT-10M16.	1
17-03-030-PASS X 2	MTL-FXT-10M16.	1
14-05-B75-DRV	MTL-FXT-10M16.	1
14-05-B75-PASS	MTL-FXT-10M16.	1
17-03-030-DRV	MTL-FXT-10M16.	1
17-03-030-ALUM	MTL-FXT-10M16.	1
17-03-030-DRV	MTL-FXT-10M16.	1
17-08-030-PASS	MTL-FXT-10M16.	1
17-08-030-DRV	MTL-FXT-10M16.	1
17-57-010-1	MTL-FXT-10M16.	1
17-17-030	MTL-FXT-10M16.	1
89-19-57-030	MTL-FXT-10M16.	1
89-17-58-030	MTL-FXT-10M16.	1
17-08-040-DRV	MTL-FXT-10M16.	1
17-08-040-PASS	MTL-FXT-10M16.	1
17-67-010	MTL-FXT-10M16.	1
17-62-010-020	MTL-FXT-10M16.	1
17-13-010-6	MTL-FXT-10M16.	1
17-63-030	MTL-FXT-10M16.	1
17-57-030	MTL-FXT-10M16.	1

17-59-030	MTL-FXT-10M16.	1
14-61-020-1	MTL-FXT-10M16.	1
17-62-020-6	MTL-FXT-10M16.	1
17-03-932-PASS	MTL-FXT-10M16.	1
17-52-010-DB/17-58-010/19-58-010	MTL-FXT-10M16.	1
89-19-58-030	MTL-FXT-10M16.	1
17-63-010-DBT	MTL-FXT-10M16.	1
17-13-010-4	MTL-FXT-10M16.	1
17-52-010-DB	MTL-FXT-10M16.	1
17-62-040	MTL-FXT-10M16.	1
17-62-020-1	MTL-FXT-10M16.	1
17-62-030T-1	MTL-FXT-10M16.	1
17-03-931-DRV	MTL-FXT-10M16.	1
17-03-931-PASS	MTL-FXT-10M16.	1
17-03-032/17-03-032/932-DRV	MTL-FXT-10M16.	1
17-03-032-PASS	MTL-FXT-10M16.	1
14-61-020	MTL-FXT-10M16.	1
17-62-010/17-62-020	MTL-FXT-10M16.	1
17-05-010-DRV	MTL-FXT-10M16.	1
17-55-010-DBT	MTL-FXT-10M16.	1
PSC-14-61-030	MTL-FXT-10M16.	1
17-64-020	MTL-FXT-10M16.	1
18-08-020-PASS	MTL-FXT-10M16.	1
20-08-030-DRV	MTL-FXT-10M16.	1
17-17-010-D/17-17-040-DL	MTL-FXT-10M16.	1
17-05-020-T1	MTL-FXT-10M16.	1
96-13-19-020-T8	MTL-FXT-10M16.	1
96-15-19-010-T12	MTL-FXT-10M16.	1
96-15-19-010-T13	MTL-FXT-10M16.	1
96-15-19-010-T13M	MTL-FXT-10M16.	1
96-15-19-010-T11	MTL-FXT-10M16.	1
96-15-19-010-T14	MTL-FXT-10M16.	1
96-15-19-010-T8	MTL-FXT-10M16.	1
96-15-19-010-T8M	MTL-FXT-10M16.	1
96-13-19-020-T6	MTL-FXT-10M16.	1
96-13-19-020-T6M	MTL-FXT-10M16.	1

96-14-18-010-T10	MTL-FXT-10M16.	1
96-14-19-010-T6M	MTL-FXT-10M16.	1
96-14-19-010-T6	MTL-FXT-10M16.	1
96-14-18-010-T9	MTL-FXT-10M16.	1
96-15-19-010-T16	MTL-FXT-10M16.	1
96-15-19-010-T12	MTL-FXT-10M16.	1
17-05-020-T1M	MTL-FXT-10M16.	1
10-08-020-T1	MTL-FXT-10M16.	1
96-17-13-010-T3	MTL-FXT-10M16.	1
96-3-19-020-T5M	MTL-FXT-10M16.	1
96-13-18-010-T01	MTL-FXT-10M16.	1
96-14-18-010-T4	MTL-FXT-10M16.	1
96-13-19-020-T5M	MTL-FXT-10M16.	1
96-14-19-020-T1M/T1	MTL-FXT-10M16.	1
96-13-19-020-T8M	MTL-FXT-10M16.	1
13-02-070-DRV	MTL-FXT-10M16.	1
13-02-070-03	MTL-FXT-10M16.	1
13-02-070-PASS	MTL-FXT-10M16.	1
13-02-070-03M	MTL-FXT-10M16.	1
17-59-010	MTL-FXT-10M16.	1
15-50-050-T1	MTL-FXT-10M16.	1
17-13-010-T1	MTL-FXT-10M16.	1
22-08-030-T2	MTL-FXT-10M16.	1
96-15-50-050-PASS	MTL-FXT-10M16.	1
19-65-010-1	MTL-FXT-10M16.	1
15-50-050-DRV	MTL-FXT-10M16.	1
20-08-030-PASS	MTL-FXT-10M16.	1
22-08-030-PASS	MTL-FXT-10M16.	1
020/13-16-020-D/13-16-020-DB/13-16-020-DC/13-16-0	MTL-FXT-10M16.	1
14-16-020-DB	MTL-FXT-10M16.	1
13-16-020-D/11-16-020-DB/11-16-020-DC/11-16-020-D	MTL-FXT-10M16.	1
13-16-020-D/PSC-17-62-050-D/PSC-17-62-050-DL/PSC-17-62-	MTL-FXT-10M16.	1
17-63-010-DBT	MTL-FXT-10M16.	1
17-63-010-KIT	MTL-FXT-10M16.	1
17-05-010-T2M	MTL-FXT-10M16.	1
17-05-910-T2M	MTL-FXT-10M16.	1

15-19-010-T6M/T6	MTL-FXT-10M16.	1
18-08-020-2	MTL-FXT-10M16.	1
39-20-08-030-5/5M	MTL-FXT-10M16.	1
14-61-010-1	MTL-FXT-10M16.	1
22-08-030-5M	MTL-FXT-10M16.	1
39-19-65-010-4	MTL-FXT-10M16.	1
22-08-030-4M	MTL-FXT-10M16.	1
39-20-08-030-4/4M	MTL-FXT-10M16.	1
39-22-08-030-5	MTL-FXT-10M16.	1
96-18-08-020-2	MTL-FXT-10M16.	1
96-17-16-021	MTL-FXT-10M16.	1
18-08-020-DRV	MTL-FXT-10M16.	1
14-50-050-PASS	MTL-FXT-10M16.	1
14-50-050-DRV	MTL-FXT-10M16.	1
45-61-100-1	MTL-FXT-10M16.	1
14-61-020-2/14-61-020-1	MTL-FXT-10M16.	1
17-62-030T-3	MTL-FXT-10M16.	1
14-61-710-DRV	MTL-FXT-10M16.	1
22-08-030-6M	MTL-FXT-10M16.	1
22-08-030-3	MTL-FXT-10M16.	1
22-08-030-2	MTL-FXT-10M16.	1
22-08-030-6	MTL-FXT-10M16.	1
14-15-020-01	MTL-FXT-10M16.	1
20-08-030-4	MTL-FXT-10M16.	1
14-61-710-1	MTL-FXT-10M16.	1
14-61-710-PASS	MTL-FXT-10M16.	1
17-62-030T-2	MTL-FXT-10M16.	1
22-08-060-2M	MTL-FXT-10M16.	1
22-08-030-3M	MTL-FXT-10M16.	1
17-085-200-DRV	MTL-FXT-10M16.	1
17-08-200-PASS	MTL-FXT-10M16.	1
14-59-010-17-16-021/17-16-021-DB	MTL-FXT-10M16.	1
17-05-010-PASS	MTL-FXT-10M16.	1
PSC-17-64-020D/PSC-17-64-020-DBT	MTL-FXT-10M16.	1
22-08-030-DRV	MTL-FXT-10M16.	1
13-19-020-T5	MTL-FXT-10M16.	1

18-08-020-DRV	MTL-FXT-10M16.	1
17-57-010-DBT	MTL-FXT-10M16.	1
19-57-010-DBT	MTL-FXT-10M16.	1
19-57-010-PASS	MTL-FXT-10M16.	1
17-65-010-1	MTL-FXT-10M16.	1

NOTE:**Date:**

EXHIBIT A

Bill of Sale

BILL OF SALE

This Bill of Sale (“**Bill of Sale**”) is made as of September [], 2024 (the “**Effective Date**”), by and among Air Locker, Inc., a Delaware corporation (“**Buyer**”), TAP Manufacturing, LLC, a Delaware limited liability company (“**TAP**”), Wheel Pros, LLC, a Delaware limited liability company (“**Wheel Pros**”), and TAP Worldwide, LLC, a Delaware limited liability company (“**TW**” and together with TAP and Wheel Pros, the “**Sellers**”).

RECITALS

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Sellers and Buyer (the “**Purchase Agreement**”), Sellers have, among other things, agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, all of Sellers’ right, title and interest in and to the Purchased Assets, free and clear of any Encumbrances, except for Permitted Encumbrances;

WHEREAS, the Purchased Assets include all of Sellers’ right, title and interest in and to the tangible assets included in the Purchased Assets, including those tangible assets set forth on **Exhibit A** attached hereto (collectively, the “**Tangible Purchased Assets**”); and

WHEREAS, by execution of this Bill of Sale, Sellers desire to effect the sale, conveyance, assignment, transfer and delivery to Buyer, and Buyer desires to accept the sale, conveyance, assignment, transfer and delivery, free and clear of Encumbrances, except for Permitted Encumbrances, of all of Sellers’ right, title and interest in and to the Tangible Purchased Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. **Defined Terms**. Capitalized terms used but not defined in this Bill of Sale have the meanings given in the Purchase Agreement.

2. **Conveyance**. Effective as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sellers do hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer does hereby accept the sale, conveyance, assignment, transfer and delivery, free and clear of any Encumbrances, except for Permitted Encumbrances, all of Sellers’ right, title and interest in and to the Tangible Purchased Assets.

3. **Further Assurances**. From time to time after the Closing, at the reasonable request of the other, Buyer and Sellers each will execute and deliver to the other such other documents, assignments and other instruments and take such other actions as the other may reasonably request in order to effectuate or evidence the intent of this Bill of Sale to the extent provided in the Purchase Agreement. Sellers authorize Buyer, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express or other packages, addressed to Sellers or to any of their officers to retain the same insofar as they directly relate to the Purchased Assets, but any such mail, telegrams, communications or express or other packages not directly relating to the Purchased Assets shall be forwarded with reasonable dispatch to the Sellers. The foregoing shall constitute full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Buyer.

4. Conflicts. This Bill of Sale is executed and delivered pursuant to the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Successors and Assigns. This Bill of Sale and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Third Party Beneficiaries. This Bill of Sale is solely for the benefit of the parties hereto and, except as expressly set forth in the Purchase Agreement, no provision of this Bill of Sale shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.

7. Notices. Any notice or other communication required or permitted to be delivered to either Party under this Bill of Sale must be delivered in accordance with the Purchase Agreement.

8. Severability. In the event that any provision of this Bill of Sale or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Bill of Sale and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Bill of Sale, the Purchase Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties hereto 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.

10. Other Provisions. Section 9.7 (Governing Law.; Consent to Jurisdiction), Section 9.8 (WAIVER OF JURY TRIAL), Section 9.11 (Construction) and Section 9.14 (Remedies) of the Purchase Agreement are incorporated herein by reference and made a part of this Bill of Sale, mutatis mutandis.

11. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Bill of Sale may be executed by transfer of an originally signed document by, electronic signature, facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

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EXHIBIT A

Specified Tangible Purchased Assets

Omitted

EXHIBIT B

Assignment Agreement

ASSIGNMENT AGREEMENT¹

This Assignment Agreement (this “**Assignment**”) is made as of September [], 2024 (the “**Effective Date**”), by and among Air Locker, Inc., a Delaware corporation (“**Buyer**”), TAP Manufacturing, LLC, a Delaware limited liability company (“**TAP**”), Wheel Pros, LLC, a Delaware limited liability company (“**Wheel Pros**”), and TAP Worldwide, LLC, a Delaware limited liability company (“**TW**” and together with TAP and Wheel Pros, the “**Sellers**”).

RECITALS

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer and Sellers (the “**Purchase Agreement**”), Sellers have, among other things, agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, all of Sellers’ right, title and interest in, to and under the Purchased Assets, free and clear of any Encumbrances, except for Permitted Encumbrances;

WHEREAS, the Purchased Assets include all of Sellers’ right, title and interest in and to all intangible assets set forth in the Purchased Assets Schedule to the Purchase Agreement, other than the Intellectual Property Assets, which are assigned pursuant to a separate instrument (collectively, the “**Assigned Intangible Assets**”);

WHEREAS, by execution of this Assignment, Sellers desire to effect the transfer, assignment, conveyance and delivery to Buyer, and Buyer desires to accept the transfer, assignment, conveyance and delivery, free and clear of any Encumbrances, except for Permitted Encumbrances, of all of Sellers’ right, title and interest in, to and under the Assigned Intangible Assets; and

WHEREAS, for the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement or the Purchase Agreement, Buyer will not assume or be liable for any Liability of Sellers or any of their Affiliates of any nature or kind whatsoever.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Assignment have the meanings given in the Purchase Agreement.
2. Assignment of Assigned Intangible Assets. Effective as of the Effective Date, Sellers hereby assign, transfer, convey and deliver to Buyer, free and clear of any Encumbrance, except for Permitted Encumbrances, all of Sellers’ right, title and interest in and to the Assigned Intangible Assets.
3. Further Assurances. From time to time after the Closing, at the reasonable request of the other, Buyer and Sellers each will execute and deliver to the other such other documents, assignments and other instruments and take such other actions as the other may reasonably request in order to effectuate or evidence the intent of this Assignment to the extent provided in the Purchase Agreement.

¹ NTD – The description of the assets subject to this agreement may be modified once the parties settle on the conveyance instruments for the trademark registrations and the other intellectual property included in the Purchased Assets.

4. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties hereto and, except as expressly set forth in the Purchase Agreement, no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.

7. Notices. Any notice or other communication required or permitted to be delivered to either party under this Assignment must be delivered in accordance with the Purchase Agreement.

8. Severability. In the event that any provision of this Assignment or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Bill of Sale, the Purchase Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties hereto 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.

10. Other Provisions. Section 9.7 (Governing Law.; Consent to Jurisdiction), Section 9.8 (WAIVER OF JURY TRIAL), Section 9.11 (Construction) and Section 9.14 (Remedies) of the Purchase Agreement are incorporated herein by reference and made a part of this Assignment Agreement, *mutatis mutandis*.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Bill of Sale may be executed by transfer of an originally signed document by, electronic signature, facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

12. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by, electronic signature, facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

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EXHIBIT C

US Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of September [], 2024, is made by Wheel Pros, LLC, a Delaware limited liability company, TAP Manufacturing, LLC, a Delaware limited liability company, and TAP Worldwide, LLC, a Delaware limited liability company (collectively, the "**Sellers**"), in favor of Air Locker, Inc., a Delaware corporation ("**Buyer**"), the purchaser of certain assets of the Sellers pursuant to the Asset Purchase Agreement between Buyer and the Sellers dated as of September 6, 2024 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, the Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Intellectual Property Assets (as defined in the Purchase Agreement), including, but not limited to, the following (the "**Assigned IP**"):

(a) the domain names set forth on Schedule 1 hereto and all extensions and renewals thereof (the "**Domain Names**"), including the current registrations thereof with GoDaddy.com, LLC and Network Solutions, LLC, together with any other rights (including, but not limited to, trademark rights in any jurisdiction), the Sellers may have in the Domain Names, including any goodwill associated therewith;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer of Domain Names.

(a) Within three (3) business days following receipt of the Purchase Price, Sellers shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Buyer, and enable Buyer to register the Domain Names in the name of Buyer with the domain name registry of Buyer's choice ("Buyer's Registrar").

(b) The Domain Names will be deemed transferred ("Transfer") when:

(i) Buyer's Registrar has confirmed the transfer in accordance with its procedures therefor;

(ii) the applicable WHOIS database identifies Buyer as the registrant of the Domain Names; and

(iii) the Buyer has administrative and technical access to the Domain Names, and sole control over where the Domain Names point.

3. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

ASSIGNED DOMAIN NAMES

Omitted

SCHEDULE 2
ASSIGNED TRADEMARKS

Omitted