

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smith Chemical and Wax of Savannah, Inc.		05/04/2004	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMS Assist, L.L.C.		
<b>Street Address:</b>	875 N. Michigan Ave., Ste. 2800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78168612	ARMADILLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128784989		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(312)878-5218		
<b>Email:</b>	bjacobs@sms-assist.com		
<b>Correspondent Name:</b>	Brent Jacobs		
<b>Address Line 1:</b>	875 N. Michigan Ave., Ste. 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Brent C. Jacobs		
<b>SIGNATURE:</b>	/brent c. jacobs/		
<b>DATE SIGNED:</b>	03/19/2014		
<b>Total Attachments: 14</b>			
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source=Exh B - Bill of Sale and Assignment Agmt 2013-03-11#page2.tif

## ASSET PURCHASE AND SALE AGREEMENT

TS  
11/11/13

THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") dated February 28, 2013 is by and among TIMOTHY SMITH, personally, whose address is 21183 Chase Drive, Novi, Michigan 48375 ("Smith"); SMITH CHEMICAL AND WAX OF SAVANNAH, INC. D/B/A ARMADILLO BRAND SERVICE COMPANY, a Georgia corporation, whose address is 640 Griswold Street, Suite 100, Northville, Michigan 48167 ("Armadillo" or "Seller") (Smith and Armadillo are sometimes herein referred to collectively as the "Seller Parties"); and SMS ASSIST, L.L.C., a Delaware limited liability company, whose address is 875 North Michigan Avenue, Suite 2800, Chicago, Illinois 60611 ("Purchaser"). The Seller Parties and Purchaser are sometimes herein referred to collectively as the "Parties".

WHEREAS, Seller operates a facility services and products company with offices located in Michigan and Georgia (the "Business"); and

WHEREAS, Smith owns one hundred percent (100%) of the issued and outstanding shares of capital stock of Seller; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets of the Business for the consideration and on the terms set forth in this Agreement; and

NOW, THEREFORE, in consideration of the respective covenants, representations, warranties and agreements of Sellers and Purchaser herein contained, which the Seller Parties and Purchaser acknowledge are adequate and good consideration for this Agreement, and intending to be legally bound hereby, hereby agree as follows:

### ARTICLE I - PURCHASE AND SALE

1.1 Agreement to Sell. At the Closing (as defined in Section 2.1 hereof), Seller shall, and Smith shall cause Seller to, grant, sell, convey, assign, transfer and deliver to Purchaser, upon and subject to the terms and conditions of this Agreement, all of its right, title and interest in and to only those assets listed on Exhibit A attached hereto and incorporated herein by this reference (herein sometimes referred to collectively as the "Purchased Assets"). Any other assets not listed on Exhibit A, owned by Seller, and used in the conduct of the Business are excluded from the Purchased Assets and shall remain the property of Seller after the Closing.

1.2 Agreement to Purchase. At the Closing hereunder, Purchaser shall purchase the Purchased Assets from Sellers, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Sellers contained herein, in exchange for the Purchase Price (hereinafter defined in Section 1.3 hereof).

#### 1.3 The Purchase Price.

1.3.1 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be (a) Five Hundred Thousand Dollars (\$500,000), minus the Pro Rata Clawback Amount (as defined in Section 1.3.2(a) hereof), if applicable, and (b) the assumption of the

Assumed Liabilities (as defined in Section 1.4 hereof). The Purchase Price shall be payable at the Closing in immediately available funds by wire transfer to an account specified by Seller.

### 1.3.2 Post-Closing Purchase Price Adjustment.

(a) Determination of Pro Rata Clawback Amount. The “Pro Rata Clawback Amount” will be equal to the amount determined by: (i) subtracting (A) the aggregate amount of collected net revenues (the “Net Revenues”) from sales of services to customers and of chemicals to contractors performing such services for such customers, during the twelve (12) month period immediately following the Closing Date (as defined in Section 2.1), under the Purchased Contracts (as defined in Exhibit A attached hereto), other agreements (whether oral or written) with existing customers, and other agreements (whether oral or written) with customers secured primarily as a direct result of Smith’s efforts, determined in accordance with the generally accepted accounting principles in the United States (“GAAP”) as of ninety (90) days following the end of such twelve month period (the “Calculation Date”), from (B) Four Million Dollars (\$4,000,000) (the “Agreed Upon Threshold Amount”), and, if such amount is a positive number (such amount, the “Shortfall”); (ii) multiplying the Shortfall by the “Pro Rata Percentage,” expressed as a decimal, which shall be calculated by determining the percentage of the Agreed Upon Threshold Amount represented by the Shortfall, and (iii) multiplying the Purchase Price by the Pro Rata Percentage, expressed as a decimal. For purposes of illustration only, if the Net Revenues equal Three Million (\$3,000,000), there would be a Shortfall of One Million (\$1,000,000), which is a Twenty Five Percent (25%) of the Agreed Upon Threshold Amount. Thus, the Pro Rata Clawback Amount would equal Twenty Five Percent (25%) of the Purchase Price, or One Hundred and Twenty-Five Thousand Dollars (\$125,000).

(b) Reduction to Pro Rata Clawback Amount. Notwithstanding anything to the contrary contained herein, the Shortfall (and thus the Pro Rata Clawback Amount) shall be reduced, in whole or in part, to the extent that such Shortfall is attributable to, results from or is caused by the acts or omissions of Purchaser. For purposes of illustration only and not limitation, in the event that the DG Contract is not extended, or Dollar General Corporation’s business with Purchaser is not otherwise renewed, due to factors such as service issues, extraordinary price changes, etc. that are out of Smith’s control, and such non-renewal contributes to or causes a Shortfall, such Shortfall attributable to such non-renewal will be disregarded for purposes of determining the Pro Rata Clawback Amount.

(c) Disputes regarding Pro Rata Clawback Amount. Within thirty (30) days following the Calculation Date, the Purchaser shall prepare and deliver to the Seller Parties a statement reflecting the calculation of the Pro Rata Clawback Amount, if any (the “Clawback Statement”). The Seller Parties shall have thirty (30) days following the date the Purchaser delivers the Clawback Statement to review the Clawback Statement, and object to the Clawback Statement, and Purchaser’s calculation of the Pro Rata Clawback Amount, by delivering to Purchaser written notice of objection regarding any disputed items (the “Objection Notice”). During such thirty (30) day period, the Purchaser shall make available to the Seller Parties all information, documents, books and records of the Purchaser and other access to the Purchaser’s employees, assets or properties reasonably requested in order to evaluate the Clawback Statement. If the Seller Parties have not delivered an Objection Notice during such thirty (30) day period, then the Clawback

Statement shall be deemed to be agreed upon by the Parties, and the adjustments contemplated by Sections 1.3.2(a) and (b) shall be made based on such Clawback Statement. If the Seller Parties deliver an Objection Notice prior to the expiration of the thirty (30) day period, the Purchaser and the Seller Parties shall attempt to resolve all disputes within twenty (20) days thereafter, and any written resolution, signed by the Parties, as to a disputed adjustment shall be final, binding, conclusive and non-appealable for all purposes hereunder. If the Parties are unable to resolve their dispute within twenty (20) days from the date an Objection Notice is delivered, then the Purchaser and the Seller Parties shall engage a mutually acceptable independent accounting firm (the "Independent Accounting Firm") to resolve the issues in dispute, and in connection with such engagement, the Parties shall execute any engagement, indemnity and other agreements as the Independent Accounting Firm may reasonably require as a condition to such engagement. The Independent Accounting Firm shall proceed to resolve the issues in dispute employing such procedures and conducting such investigations or inquiries as it deems necessary. The Parties shall request that the Independent Accounting Firm shall make its final determination with respect to the dispute within forty-five (45) days of its engagement, and such report shall be final and binding on the Parties absent fraud, intentional misconduct or manifest error, and judgment on such determination may be entered in any court of competent jurisdiction. The fees and disbursements of the Independent Accounting Firm shall be allocated between the Purchaser and the Seller Parties in the same proportion that the aggregate amount of disputed items that were determined in favor of the other party (as finally determined by the Independent Accounting Firm) bears to the total amount of disputed items submitted by the Parties. In acting under this Agreement, the Independent Accounting Firm shall be entitled to the privileges and immunities of arbitrators.

(d) Payment of Pro Rata Clawback Amount. In such event that, upon compliance with the provisions of Section 1.3.2(a) – (c), a Shortfall exists, Smith and Seller shall be jointly and severally liable to pay to Purchaser the Pro Rata Clawback Amount within forty-five (45) days following the date that the Pro Rata Clawback Amount is finally determined.

1.3.3 Allocation of the Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as mutually agreed among the Parties after consultation with their respective accountants.

1.4 Assumption of Liabilities. As of the Closing, Purchaser shall assume and agree to discharge only the following liabilities of Seller (the "Assumed Liabilities"):

(a) any liability arising after the Closing under the Purchased Contracts, including, without limitation, the Products and Services Master Agreement, dated February 4, 2012, by and between Armadillo and Dollar General Corporation, and related Statements of Work, Work Orders and Purchase Orders (collectively, the "DG Contract"), other than any liability arising out of or relating to a breach by Seller that occurred prior to Closing; and

(b) any liability arising after the Closing and relating to the Purchased Assets.

Purchaser will have no responsibility for any liability arising prior to the Closing and relating to the Purchased Assets, or for financial obligations associated with the wind down of the Seller.

ARTICLE II - CLOSING, ITEMS TO BE DELIVERED,  
REMOVAL OF ASSETS BY PURCHASER.

2.1 Closing. The closing of the sale and purchase of the Purchased Assets (the "Closing") shall take place at the offices of Purchaser on or before March 1, 2013; unless the Closing Date is extended by mutual agreement of the Parties. The date of the Closing is sometimes herein referred to as the "Closing Date".

2.2 Items to be delivered at Closing. At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall, and Smith shall cause Seller to, deliver the following to Purchaser free and clear of all liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature:

- (i) a Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit B (the "Bill of Sale and Assignment and Assumption Agreement") transferring all Sellers' right, title and interest in and to the Purchased Assets which are not titled by the secretary of state of any state, executed by Seller;
- (ii) an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the "DG Assignment, Assumption and Consent") transferring all Sellers' rights and obligations under the DG Contract, executed by Seller and Dollar General Corporation; and
- (iii) and simultaneously with such delivery, all such steps will be taken as may be required to put Purchaser in actual possession of any Purchased Assets in the possession of Sellers.

(b) Smith shall deliver to Purchaser an Employment Agreement in substantially the form attached hereto as Exhibit D between Purchaser and Smith (the "Employment Agreement"), executed by Smith.

(c) Purchaser shall deliver the following to Seller and Smith, as applicable:

- (i) the Purchase Price;
- (ii) the Bill of Sale and Assignment and Assumption Agreement, executed by Purchaser;
- (iii) the DG Assignment, Assumption and Consent, executed by Purchaser; and
- (iv) the Employment Agreement, executed by Purchaser.

### ARTICLE III - REPRESENTATIONS AND WARRANTIES.

3.1 Representations of the Seller. The Seller Parties, jointly and severally, hereby represent and warrant to Purchaser as follows:

3.1.1 Company Existence. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization.

3.1.2 Company Power; Authorization; Enforceable Obligations. Seller has the company power, authority and legal right to execute, deliver and perform this Agreement. Smith Seller has the authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary company action. This Agreement has been, and the other agreements, documents and instruments required to be delivered by Seller and Smith in accordance with the provisions hereof (the "Sellers' Documents") will be, duly executed and delivered on behalf of Seller or Smith, as applicable, by a duly authorized representative of Seller and Smith, as applicable, and this Agreement and the Sellers' Documents to which they are a party, as applicable, constitute binding obligations of the Seller and Smith as parties hereto, enforceable against the Seller and Smith in accordance with their respective terms.

3.1.3 Title to Properties. At Closing, Seller shall, and Smith shall cause Seller to, transfer all of its interests in and to the Purchased Assets free and clear of all mortgages, liens, pledges, security interests, charges, claims restrictions and other encumbrances and defects of title of any nature.

3.1.4 Condition of Purchased Assets. All of the Purchased Assets are being sold in "AS IS" and "WHERE IS" condition and SELLER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY FOR THE PURCHASED ASSETS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES.

3.2. Representations of Purchaser. Purchaser represents and warrants to Sellers as follows:

3.2.1 Company Existence. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, the jurisdiction of its organization.

3.2.2 Company Power; Authorization; Enforceable Obligations. Purchaser has the company power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary company action. This Agreement has been, and the other agreements, documents and instruments required to be delivered by Purchaser in accordance with the provisions hereof (the "Purchaser's Documents") will be, duly executed and delivered on behalf of Purchaser by duly authorized representatives of Purchaser, and this Agreement and the Purchaser's Documents

constitute binding obligations of the Purchaser as a party hereto, enforceable against the Purchaser in accordance with their respective terms.

#### ARTICLE IV - AGREEMENTS PENDING CLOSING

4.1 Agreements of Seller Parties Pending the Closing. The Seller Parties, individually and collectively, covenant and agree that, pending the Closing and except as otherwise agreed to in writing by Purchaser:

4.1.1 Maintenance of Physical Assets. To the extent Seller has possession, Seller shall, and Smith shall cause Seller to, maintain the Purchased Assets in the same condition and repair and merchantable quality as they were in on the date this instrument was signed, normal wear and tear excepted.

4.1.2 Sale of Assets; Negotiations. Seller shall not, and Smith shall cause Seller not to, directly or indirectly, sell or encumber all or any part of the Purchased Assets, or initiate or participate in any discussions or negotiations or enter into any agreement to do any of the foregoing.

#### ARTICLE V – CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE

5.1 Conditions to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Purchaser, in whole or in part):

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of the Seller Parties in Section 3.1 must be true and correct in all material respects as of the Closing Date (except to the extent any such representation or warranty speaks as of any other specific date, in which case such representation or warranty must have been true and correct in all material respects as of such date).

(b) Performance of Covenants. All of the covenants and obligations that the Seller Parties are required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects; and

(c) Transaction Documents. The Seller Parties must have delivered or caused to be delivered each document that Section 2.2 requires it to deliver.

5.2 Conditions to the Obligation of the Seller Parties. The obligation of the Seller Parties to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Seller Parties, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Purchaser in Section 3.2 must be true and correct in all material respects as of



the Closing (except to the extent any such representation or warranty speaks as of the date of this Agreement or any other specific date, in which case such representation or warranty must have been true and correct in all material respects as of such date);

(b) Performance of Covenants. All of the covenants and obligations that the Purchaser is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects; and

(c) Transaction Documents. The Purchaser must have delivered or caused to be delivered to the Seller each document that Section 2.2 requires it to deliver.

### 5.3 Conditions to the Obligation of the Parties.

(a) Required Consent. The Parties shall have received the consent of Dollar General Corporation to the transactions contemplated herein as evidence by the execution and delivery of the DG Assignment, Assumption and Consent.

(b) No Action. There must not be in effect any law or judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement or cause the transactions contemplated by this Agreement to be rescinded following consummation.

## ARTICLE VI – TERMINATION

6.1 Termination Events. This Agreement may, by written notice given before or at the Closing, be terminated:

(a) by mutual consent of the Purchaser and the Seller Parties;

(b) by the Purchaser (so long as the Purchaser is not then in material breach of any of its representations, warranties or covenants contained in this Agreement) if there has been a breach of any of the Seller Parties' representations, warranties or covenants contained in this Agreement, which would result in the failure of a condition set forth in Section 5.1(a) or Section 5.1(b), and which breach has not been cured within 30 days after written notice of the breach has been delivered to the Seller Parties from the Purchaser;

(c) by the Seller parties (so long as the Seller Parties are not then in material breach of any of its representations, warranties or covenants contained in this Agreement) if there has been a breach of any of the Purchaser's representations, warranties or covenants contained in this Agreement, which would result in the failure of a condition set forth in Section 5.2(a) or Section 5.2(b), and which breach has not been cured within 30 days after written notice of the breach has been delivered to the Purchaser from the Seller Parties;

(d) by either the Purchaser or the Seller if any governmental authority has issued a nonappealable final judgment or taken any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement

under this Section 6.1(d) will not be available to any party whose failure to fulfill any material covenant under this Agreement, has been the cause of or resulted in the action or event described in this Section 6.1(d) occurring; or

(e) by either the Purchaser or the Seller Parties if the Closing has not occurred (other than through the failure of the Purchaser to comply fully with its obligations under this Agreement) on or before March 15, 2013.

6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without liability against any party or its affiliates, except that: (a) this Article VI and Article VII will remain in full force and survive any termination of this Agreement; and (b) if this Agreement is terminated by a party because of the breach by the other party of its covenants or obligations contained in this Agreement or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its covenants or obligations under this Agreement, the terminating party's right to pursue all legal and equitable remedies will survive such termination unimpaired.

## ARTICLE VII - MISCELLANEOUS

7.1 Expenses. Each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

7.2 Contents of Agreement; Parties in Interest; Etc. This Agreement, collectively with any ancillary documents contemplated herein and the NDA (as defined in Section 7.13), sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. This Agreement shall not be amended or modified except by written instrument duly executed by all of the parties hereto. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

7.3 Assignment and Binding Effect. This Agreement may not be assigned prior to the Closing by any party hereto without the prior written consent of the other parties. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of all parties as their interests appear herein.

7.4 Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

7.5 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by certified mail, postage prepaid, or delivered by courier, postage prepaid, with evidence of receipt, as follows:

If to Purchaser, to: SMS Assist, L.L.C.  
Suite 2800  
875 N. Michigan Avenue  
Chicago, IL 60611

With a required copy (which shall not constitute notice) to: Brent C. Jacobs, Esq.  
Suite 2800  
875 N. Michigan Avenue  
Chicago, IL 60611

If to Sellers, to: Timothy Smith  
21183 Chase Drive  
Novi, Michigan 48375

With a required copy (which shall not constitute notice) to: Robert Boonin, Esq.  
Butzel Long  
301 East Liberty Street, Suite 500  
Ann Arbor, MI 48104

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered or mailed.

7.6 Illinois Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois. Venue for all disputes shall lie exclusively in the state courts of Cook County, Illinois or the federal courts of the Northern District of Illinois. All parties waive all claims of forum non conveniens, and agree to submit themselves to the jurisdiction of these courts.

7.7 No Benefit to Others. The representation, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

7.8 Schedules and Exhibits. All exhibits and schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

7.9 Taxes. Sellers will pay all transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges, charges imposed by a secretary of state to transfer title to any vehicle, trailer and boat, sales taxes, use taxes and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one agreement.

7.11 Further Assurances. At the Closing and from time to time after the Closing, at the request of Purchaser and without further consideration, each Seller will promptly execute and deliver to Purchaser such certificates and other instruments of sale, conveyance, assignment and transfer reasonably requested by Purchaser to sell, convey, assign and transfer to and vest in Purchaser the Purchased and will take all other steps reasonably required to perfect title in Purchaser.

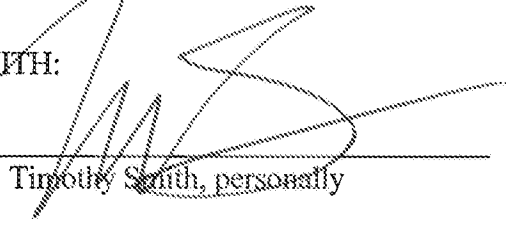
7.12 Facsimile Same As Original. For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto), any signed document transmitted by fax machine or emailed by computer shall be treated in all manners as an original document. The signature of any Party shall be considered for those purposes as an original signature. Any such fax document or scanned document shall be considered to have the same binding legal effect as an original document. The undersigned agree that they shall not raise the use of the fax machine or email or the fact that any signature or document was transmitted through the use of a fax machine or email as a defense to the formation of this Agreement (including any subsequent amendments thereto) and forever waive any such defense.

7.13 Confidentiality. Purchaser and Seller are parties to that Mutual NonDisclosure Agreement dated as of January 14, 2013 (the "NDA"). The NDA shall remain in full force and effect pursuant to its terms after the Closing except to the extent that such provisions purport to restrict Purchaser with respect to the Purchased Assets.

**(signatures on the following page)**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first above written.

SMITH:

  
\_\_\_\_\_  
Timothy Smith, personally

PURCHASER:

SMS Assist, L.L.C., a Delaware limited liability company

By:   
\_\_\_\_\_

Its: CEO

SELLER:

Smith Chemical and Wax of Savannah, Inc.  
d/b/a Armadillo Brand Service Company, a  
Georgia corporation

By:   
\_\_\_\_\_

Its: CEO

## **EXHIBIT A**

### Purchased Assets

- Purchased Contracts (collectively, the “Purchased Contracts”):
  - DG Contract: Products and Services Master Agreement dated February 4, 2012, and accompanying Exhibits, Statements of Work, and Work Orders with Dollar General Corporation
  - Customer contract with Goodwill Industries
  - Contractor Agreements: all agreements with contractors of the Business pursuant to which, among other things, such contractors are obligated to purchase chemicals and other materials from Seller.
  
- Intellectual Property: All intellectual property owned by Seller, including, but not limited to, copyrights, trademarks, licenses, software and software code, and the following brand/trade names:
  - Armadillo Brand Services Company
  - Armadillo Brand Products
  - Armadillo Consulting
  - Smith Chemical and Wax
  - The Armadillo Group of America
  
- Records and Lists: All of Armadillo’s costs and sales records and data, customer lists, vendor records, service records, mailing lists, invoices and correspondence, advertising materials and methods, copies of all accounting records, personnel records for employees of Armadillo that are hired by Buyer (but only to the extent permitted by law without any liability to Seller), warranty records, telephone numbers, facsimile numbers, assignable licenses to conduct the business and any files required to be retained after the Closing by any applicable law or government regulation (collectively, the “Records and Lists”).

## EXHIBIT B

### BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale and Assignment") ("B"), dated as of MARCH 11, 2013, is by and between Smith Chemical and Wax of Savannah, Inc. d/b/a Armadillo Brand Service Company, a Georgia corporation, ("Seller"), to SMS Assist, L.L.C., a Delaware limited liability company ("Purchaser").

A. This Bill of Sale and Assignment is made pursuant to the Asset Purchase and Sale Agreement (the "Purchase Agreement") dated February 28, 2013 by and among the Seller, Timothy Smith, and the Purchaser.

B. Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement.

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

1. The Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser and its successors and assigns all of the Seller's right, interest and title in and to all of the Purchased Assets that are located anywhere in the world, free and clear of all liens, encumbrances, debts, liabilities and obligations whatsoever, except for the Assumed Liabilities.

2. The Seller hereby covenants that it shall, without further consideration, from time to time, make, acknowledge, execute and deliver, or cause to be made, acknowledged, executed and delivered such instruments, acts, consents, deeds, transfers, assignments, powers and assurances as the Purchaser may reasonably require to more effectively convey, transfer, assign, grant and vest in and to the Purchaser any of the Purchased Assets being sold, conveyed, assigned, granted, transferred and delivered thereunder.

3. The Purchaser hereby assumes and agrees to be liable and responsible for, assume, perform and satisfy, without any further liability, responsibility or recourse to Seller or its successors or assigns, the liabilities and obligations of Seller which are related to the Business and identified as the Assumed Liabilities in the Purchase Agreement.

4. The Purchaser does not assume and is not responsible to pay, perform or discharge any liability of the Seller other than the Assumed Liabilities.

5. This Bill of Sale and Assignment is being delivered pursuant to and subject to the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

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

SELLER:

PURCHASER:

Smith Chemical and Wax of Savannah, Inc.  
d/b/a Armadillo Brand Service Company, a  
Georgia corporation

SMS Assist, L.L.C., a Delaware limited liability  
company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Its: CEO