

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900513881		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TKC Optical, Inc.		04/23/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Hawkeye Exact, LLC		
Street Address:	305 Dakota Dunes Blvd.		
City:	Dakota Dunes		
State/Country:	SOUTH DAKOTA		
Postal Code:	57049		
Entity Type:	Limited Liability Company: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2649953	EXACT	
CORRESPONDENCE DATA			
Fax Number:	5155587790		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	515-558-0200		
Email:	kconrad@zarleylaw.com		
Correspondent Name:	Zarley Law Firm, P.L.C.		
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Address Line 4:	Des Moines, IOWA 50309-2350		
ATTORNEY DOCKET NUMBER:	T62542US0-HAWKEYE EXACT		
NAME OF SUBMITTER:	Timothy J. Zarley		
SIGNATURE:	/Timothy J. Zarley/		
DATE SIGNED:	09/12/2019		
Total Attachments: 46			
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ASSIGNMENT OF TRADEMARK

TKC Optical, Inc. ("Assignor") hereby assigns all of its right, title and interest in and to the mark "EXACT" as registered on the Principal Register of the United States Patent and Trademark Office in connection with goods and/or services identified therein under Registration Number 2,649,953 to Hawkeye Exact, LLC. WITHOUT WARRANTY, REPRESENTATION OR RECOURSE and further subject to licenses granted to or any other legal or equitable rights of George Tokarczyk, Breuer Eye Care, LLC an Iowa limited liability company, and Exact Eye Care, Inc., a Nebraska corporation or any party related to any of them.

Dated April 23, 2018.

TKC Optical, Inc.

By



Steve Conley, President

**AMENDED
ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement ("Agreement") is made and entered into as of this 23rd day of April, 2018, by and between TKC Optical, Inc., an Iowa corporation ("Seller") and Hawkeye Exact, LLC, a South Dakota limited liability company ("Buyer");

RECITALS

A. Seller operates the following retail eye centers:

Exact Eye Care
431 Pierce Street
Sioux City, IA 51101
("SC Pierce Store")

Exact Eye Care
2513 Hamilton Blvd.
Sioux City, IA 51104
("SC Hamilton Store")

Exact Eye Care
1529 Main Street
Rock Valley, IA 51247
("Rock Valley Store")

Exact Eye Care
100 East Milwaukee Street
Storm Lake, IA 50588
("Storm Lake Store")

Exact Eye Care
2510 S. Louise Avenue
Sioux Falls, SD 57106
("Sioux Falls Store")

Exact Eye Care

105 N Splitrock Boulevard
Brandon, SD 57005
("Brandon Store")

Exact Eye Care
Sunset Plaza
1700 Market Lane
Norfolk, NE 68701
("Norfolk Store")

the SC Pierce Street Store, the SC Hamilton Store, the Rock Valley Store, the Storm Lake Store, the Sioux Falls Store, the Brandon Store and the Norfolk Store may each be referred to as a "Retail Store" and collectively as the "Retail Stores".

- B. Seller operates an optical lab at 1801 4th Street, Sioux City, Iowa, 51101 (the "Lab");
- C. Buyer wishes to acquire certain assets of Seller relating to the Retail Stores and the Lab;
- D. Seller is willing to sell certain assets of Seller relating to the Retail Stores and the Lab to Buyer subject to the terms and conditions of this Agreement.

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

**ARTICLE I
PURCHASE OF ASSETS**

1.1 **SALE AND PURCHASE OF ASSETS.** On the Closing Date (as hereinafter defined), Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and accept from Seller, on the terms and conditions set forth herein, all of Seller's right, title and interest in and to the following described assets of Seller used solely and exclusively in or with respect to the Retail Stores and the Lab (collectively, the "Assets"):

1.1.1 Inventory. All inventories of work-in-progress and finished goods in existence on the Closing Date, a current list of which is set forth in Schedule "1.1.1" attached hereto (the "Inventory");

1.1.2 Machinery and Equipment; Other Tangible Assets. All of Seller's furniture, fixtures, machinery, equipment, tools, supplies, stores, computer hardware and software, and other similar miscellaneous tangible assets, including, but not limited to, the assets described on Schedule "1.1.2" attached hereto (the "Equipment");

1.1.3 Records. All customer lists, sales and purchase records, sales proposals, office records and other books and records relating in any way to the operation of the Retail Stores or the Lab to the extent assignable (the "Books and Records");

1.1.4 Intangibles. All of Seller's intellectual property, licenses and identification numbers to the extent transferable, website, telephone numbers, social media accounts and marketing materials, goodwill, going concern value and trade secrets, including, but not limited to, the assets described on Schedule "1.1.4" attached hereto (the "Intangible Assets") except the Mark as defined and provided for in Section 7.3;

1.1.5 Assumed Contracts. All of Seller's contracts, agreements, leases, arrangements, customer orders, and commitments, including, but not limited to, the contracts described on Schedule "1.1.5" attached hereto (the "Assumed Contracts");

1.1.6 Miscellaneous Assets. All other assets of Seller, which are used exclusively in the operation of the Retail Stores or the Lab (the "Miscellaneous Assets").

1.2 **EXCLUDED ASSETS**. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the assets of Seller set forth in Schedule 1.2 are not included in the Assets and shall be retained by Seller.

1.3 **ASSUMPTION OF LIABILITIES**. Except as provided in the Assignment and Assumption Agreement attached hereto as Exhibit "E" and except for the obligations set

forth in Schedule 1.1.5 attached hereto, Buyer does not assume any liabilities or obligations of Seller.

1.4 EMPLOYEES; CONTRACT EMPLOYEES; INDEPENDENT CONTRACTORS. Schedule 1.4 lists all employment agreements and compensation agreements and plans to which Seller is a party. Seller has provided in Schedule 1.4, a list of all salary, bonus and paid time off of each employee. At Closing, Seller shall terminate Seller's employees that Buyer has not elected to retain. Seller shall be responsible for any and all accrued compensation, benefits or other obligations with respect to employees through the Closing Date except as provided herein. Buyer shall be responsible for all compensation, benefits and other obligations with respect to employees retained by buyer after the Closing Date. To the best of Buyer's ability and to the extent commercially reasonable, Buyer shall retain all of Seller's existing employees.

ARTICLE II PURCHASE PRICE

2.1 PURCHASE PRICE. The purchase price for the Assets (the "Purchase Price") shall be Eight Hundred Thousand Dollars (\$800,000.00) payable in cash at the Closing, by wire transfer to an account designated by Seller.

2.2 CONSULTING AGREEMENT. Buyer and Conley Holdings, Inc. shall enter into a Consulting Agreement in the form attached hereto as Exhibit "A" and made a part hereof with a Guaranty of Hawkeye Exact, LC and Exact Ophthalmic Lab, LLC as provided therein (the "Guaranty Agreement").

2.3 ALLOCATION OF PURCHASE PRICE. The Purchase Price for the Assets (excluding the Accounts Receivable) shall be allocated as set forth on Schedule 2.3.

2.4 PRORATIONS. Seller and Buyer shall prorate to the Closing Date any and all utilities and any and all rents, payments and other expenses incurred under contracts, agreements and cases acquired by Buyer as part of the Assets and other costs or expenses associated with the Assets of the Retail Stores which are to be assumed by Buyer under the terms of this Agreement after the Closing Date. Additionally, all accrued vacation and paid time off for employees of Seller retained by Buyer shall be prorated to the

Closing Date. Seller shall receive a credit against the Purchase Price for the amount of the proration and shall assume liability of said accrued vacation and paid time off.

**ARTICLE III
CLOSING**

3.1 CLOSING DATE. The closing of the sale and purchase provided for herein (the "Closing") shall take place at the offices of Rawlings, Ellwanger, Mohrhauser & Nelson, LLP, 522 4th Street, Ste. 300, Sioux City, Iowa within fifteen (15) business days after the date that Buyer shall have received financing for the cash portion of the Purchase or at such other time and place as Seller and Buyer shall mutually agree upon in writing (the "Closing Date") provided, however that the Closing shall occur no later than May 15, 2018.

3.2 ITEMS TO BE DELIVERED AT CLOSING BY SELLER. At the Closing, Seller shall perform all acts necessary to put Buyer in actual and complete possession and control of the Assets, including, but not limited to, the delivery to Buyer of such instruments of sale, assignment, transfer and conveyance duly executed and in form and content satisfactory to counsel for Buyer as are necessary to vest in Buyer good and marketable title to and possession of the Assets. Without limiting the generality of the foregoing, Seller shall deliver the following at Closing:

- (a) A Bill of Sale executed by Seller in the form attached hereto as Exhibit "B" pursuant to which Seller sells, assigns and transfers to Buyer all of Seller's right, title and interest in and to any and all of the Assets;
- (b) Releases of all financing statements or other evidences of security interests or liens filed or otherwise perfected with respect to any of the Assets and not theretofore released, terminated or satisfied of record; and
- (c) Written consents of any third parties necessary to permit the valid and effective sale, assignment, transfer and conveyance of the Assets to Buyer.

3.3 ITEMS TO BE DELIVERED AT CLOSING BY SELLER AND BUYER. At the Closing, Seller and Buyer shall mutually execute and deliver the Assignment and Assumption Agreement in the form of Exhibit "C" attached hereto.

3.4 ITEMS TO BE DELIVERED AT CLOSING BY BUYER. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (a) the Purchase Price as set forth in Section 2.1 and
- (b) the Consulting Agreement

3.5 MARK. As of the Closing, Seller shall assign all of Seller's right, title and interest in and to Seller's Mark "EXACT" as set forth in Reg. No. 2,649,953 in the United States Patent and Trademark Office ("Mark"). SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MARK. The assignment in this Section 3.5 is further subject to licenses to the Mark granted by Seller to George Tokarczyk, Breuer Eye Care, LLC, an Iowa limited liability company and Exact Eye Care, Inc., a Nebraska corporation.

3.6 LEASEHOLD IMPORVEMENTS. As of the Closing, Seller shall assign all of Seller's right, title and interest in and to Seller's leasehold improvements at the Retail Store Locations set forth in Recital "A" and the Lab location set forth in Recital "B".

3.7 FURTHER ASSURANCES. Seller and Buyer shall from time to time after the Closing, at the request of the other and without further consideration, execute and deliver such other instruments as the other may reasonably request to complete any action required under this Agreement. Seller shall from time to time after Closing, without further consideration, deliver to Buyer all correspondence, orders, invoices, checks (properly endorsed), payments and other information or documents received by Seller, whether or not directed to Seller personally, and relating to the Assets.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

4.1.1 Due Organization and Qualification. Seller is a corporation duly organized and validly existing under the laws of the State of Iowa and is qualified to do business as a foreign corporation in the states of Nebraska and South Dakota.

4.1.2 Authorization. This Agreement and all agreements and instruments contemplated by this Agreement to which Seller is a party or signatory have been duly authorized, executed and delivered by Seller, and constitute the legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

4.1.3 Title to Assets. Except as provided in this Agreement and/or on Schedule 4.1.3, Seller has, and upon conveyance transfer and assignment of the Assets to Buyer by Seller at the Closing, Buyer will acquire and hold, good and merchantable title to, or the right to use, all of the Assets, whether real, personal or mixed, in each case, free and clear of any and all options, rights, pledges, mortgages, security interests, liens, charges, burdens, servitudes and other encumbrances whatsoever (hereinafter sometimes collectively referred to as "Encumbrances"), except as set forth in Schedule 4.1.3 and such Encumbrances as are placed on the Assets by Buyer.

4.1.4 Condition of Assets and Inventory. All of the tangible Assets and Inventory are sold "AS IS", "WHERE IS" AND "WITH ALL FAULTS".

4.1.5 Absence of Litigation. There is no pending or, to Seller's knowledge, threatened actions, suits, or proceedings by or before any court of law, Government Entity or arbitration panel related to or affecting Seller, the Assets or the Retail Stores or the Lab. Seller is not in default under any judgment, order, writ, injunction or decree of any Governmental Entity specifically applicable to Seller, the Assets or the Retail Stores or the Lab, and there is no judgment, order, writ, injunction or decree of any kind in effect enjoying or restraining Seller from operating the Retail Stores or the Lab or selling the Assets to Buyer.

4.1.6 Taxes. Seller has filed all federal, state and local tax returns and reports required to be filed by Seller with respect to any federal, state or local taxes, assessments, interest or penalties, and all such returns and reports are true, complete and accurate, and Seller has paid all applicable federal, state and local taxes, assessments, interests and penalties, including, but not limited to, ad

valorem, sales, use, excise, franchise, income, social security, payroll, real property and personal property taxes required to have been paid to date.

4.1.7 Ability to Carry Out Agreement. The execution and performance of this Agreement and the agreements and instruments contemplated by this Agreement do not and will not violate the provisions of the articles of incorporation or bylaws of Seller or any note, indenture, mortgage, lease or other agreement or instrument to which Seller is a party or by which Seller is bound or result in the creation of any lien, charge or encumbrance upon the Assets.

4.1.8 Licenses; Permits. Seller has obtained all licenses, permits and governmental approvals required by applicable law or governmental regulations necessary or appropriate in the conduct of its business. Seller has complied with and has not materially violated any law or regulation applicable to the conduct of its business.

4.1.9 Environmental Matters. To the knowledge of Steve Conley, Seller is in compliance in all material respects with Laws, if applicable, relating to pollution or protection of the environment except where failure would not have a Material Adverse Effect.

4.1.10 Brokers. Seller has not engaged a Broker with respect to the transactions contemplated under the Agreement.

4.1.11 POS System. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS POS SYSTEM.

4.1.12 Compliance with Laws. To the knowledge of Steve Conley, Seller has complied with all laws applicable to the Retail Stores and the Lab except where failure to comply would not have a Material Adverse Effect.

4.1.13 [RESERVED]

4.1.14 Disclaimer of Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.1, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, LAW OR IN EQUITY, IN RESPECT TO ANY OF ITS ASSETS (INCLUDING, WITHOUT

LIMITATION, THE ASSETS), LIABILITIES OR OPERATIONS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4.1 BUYER IS PURCHASING THE ASSETS ON AN AS IS, WHERE IS AND WITH ALL FAULTS BASIS. WITHOUT LIMITING THE GENERALITY AND FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY ASSETS OTHER THAN AS PROVIDED IN SECTION 4.1.3 (AND SUBJECT TO THE LIMITATIONS PROVIDED IN THIS AGREEMENT) AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

4.2 REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

4.2.1 Due Organization and Qualification. Buyer is a limited liability company duly organized and validly existing under the laws of the State of South Dakota and is qualified to do business as a foreign limited liability company in the states of Iowa and Nebraska.

4.2.2 No Conflict. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby and hereby (i) will not violate any provisions of any applicable law, and (ii) will not conflict with any provisions of the Buyer or result in creation of any lien upon any of the assets of Buyer pursuant to any indenture, mortgage, lease, license, agreement or other document or instrument to which Buyer is a party or by which it or any of its asset or properties are bound.

4.2.3 Authorization. Buyer has taken all action necessary to authorize the execution and delivery of this Agreement and all agreements and instruments contemplated by this Agreement to which Buyer is a party or signatory have been duly authorized, executed and delivered by Buyer, and constitute the legal, valid and binding obligations of Buyer, enforceable in accordance with their terms.

4.2.4 Ability to Carry Out Agreement. The execution and performance of this Agreement and the agreements and instruments contemplated by this Agreement do not and will not violate the provisions of the articles of incorporation or bylaws of Buyer or any note, indenture, mortgage, lease or other agreement or instrument to which Buyer is a party or by which Buyer is bound or result in the creation of any lien, charge or encumbrance upon the Assets.

4.2.5 Brokers. Buyer has not engaged a broker with respect to the transactions contemplated under this Agreement, except Scott Mueller / HR for Health. Buyer shall pay all of brokerage and other fees of Scott Mueller / HR for Health.

ARTICLE V COVENANTS

5.1 **NEGATIVE COVENANTS OF SELLER.** Except as may be otherwise expressly provided herein, from and after the date of the Agreement and until the Closing Date, with respect to the Assets and the operation of the Retail Stores and the Lab consent of Buyer, Seller covenants and agrees that it will not:

5.1.1 Creation of Obligations. Incur any obligation or liability, absolute or contingent, except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business;

5.1.2 Encumbrances. Execute, grant or suffer any Encumbrance upon the Assets;

5.1.3 Disposition of Assets. Effect any sale, transfer, Encumbrance or other disposition of the Assets and properties which would otherwise be included in the Assets, except for sales of inventories in the ordinary course of business, and except for machinery, equipment, furniture and fixtures replaced with items of equivalent or greater value;

5.1.4 Assumed Contracts. Amend, modify, assign, transfer, grant or terminate any of the Assumed Contracts.

5.1.5 Employee Benefits. Grant any increase in the salaries of any employee of Seller or make any increase in any other benefits to which such employees may be entitled unless such benefits result from a change in Seller's corporate benefit program applicable generally to all salaried employees of Seller;

5.1.6 Rights. Waive, modify or release any rights of material value to the Asset;

5.1.7 Extensions of Credit. Make loans or extensions of credit with respect to the operations of the Retail Stores or the Lab except in the ordinary course of business;

5.1.8 Termination of Operations. Terminate, discontinue, close or dispose of any part of the Assets of the operations of the Retail Stores or the Lab; and

5.1.9 Other Transactions. Enter into any other transaction or series of transactions other than in the ordinary course of business.

5.2 **AFFIRMATIVE COVENANTS OF SELLER.** From and after the date of this Agreement and until the Closing Date, Seller Covenants and Agrees that it will:

5.2.1 Ordinary Course of Business. Carry on the operations of the Retail Stores or the Lab only in the usual, regular and ordinary course consistent with good business practices and with prior practices.

5.2.2 Maintenance of Relationships. Use its reasonable best efforts to maintain and preserve its business organization, to retain its present employees and to maintain its present relationships with employees, customers, suppliers and others having business dealings with the Retail Stores or the Lab;

5.2.3 Maintenance of the Assets. Maintain the Assets in existing operating repair and maintain the level of inventories in accordance with past practices of the Retail Stores or the Lab;

5.2.4 Payment of Obligations in Ordinary Course. Pay and discharge all costs and expenses of carrying on the operation of the Retail Stores or the Lab and of maintaining and operating the Assets as they become due and pay and discharge

any such costs and expenses which at the date hereof are past due, unless contested in good faith;

5.2.5 Representations and Warranties. Use its reasonable best efforts to prevent the occurrence of any change or event which would prevent any of the representations and warranties of Seller contained herein from being true in all material respects at and as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date;

5.2.6 Maintenance of Records. Maintain its books, accounts, including accounts receivable and records in the usual, regular and customary manner on a basis consistently applied;

5.2.7 Access to and Updating of Information. During reasonable business hours and subject to the terms of the Nondisclosure Agreements with Seller and Iona, LLC dated July 25, 2016, afford to the officers, attorneys, accountants, and other authorized representatives of Buyer, reasonable access to the Assets, the books and records of Seller, and Seller's employees in order that Buyer may have full opportunity to make a reasonable investigation with respect to the Retail Stores, the Lab and the Assets provided, however, that no customer names and addresses will be provided (customers will be identified by number) prior to Closing and no information that is not directly relevant to the Retail Stores or the Lab will be provided;

5.2.8 Consents. As soon as practicable after the date of the Agreement and prior to the Closing, Seller covenants and agrees that it will use its best efforts to secure all waivers, orders, approvals or consents of third parties (including, without limitation, any waivers, orders, approvals or consents deemed necessary by Buyer) which are required to consummate the transactions contemplated hereby.

ARTICLE VI CONDITIONS TO CLOSING

6.1 **CONDITIONS TO BUYER'S OBLIGATION TO CLOSE.** The obligations of Buyer under this Agreement are subject to the satisfaction, or the written waiver thereof by Buyer, of the following conditions on or prior to the Closing Date:

6.1.1 Representations and Warranties of Seller. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct when made, and shall be true and correct in all material respects on and as of the Closing Date.

6.1.2 Covenants of Seller. All of the covenants and agreements herein on the part of Seller to be compiled with or performed on or before the Closing Date, including, but not limited to, the execution and delivery of the documents or items to be delivered at Closing as set forth in Article III, shall have been fully complied with and performed.

6.1.3 Seller's Certificate. There shall be delivered to Buyer a certificate dated as of the Closing Date and signed by the President or a Vice President of Seller to the effect set forth in Sections 6.1.1 and 6.1.2, which certificate shall have the effect of a representation and warranty made by Seller on and as of the Closing Date.

6.1.4 No Casualty Losses. The Assets shall not have suffered any destruction or damage by fire, explosion or other casualty or any taking by eminent domain of condemnation which has materially impaired the operation of the Retail Stores and the Lab or otherwise had a material adverse effect upon the operations of the Retail Stores and the Lab.

6.1.5 Certificate of Authorities. Seller shall have furnished to Buyer (a) a certificate of the Iowa Secretary of State dated as of the date not more than one hundred twenty (120) days prior to the Closing Date, attesting to the organization and existence of Seller, (b) copies, certified by the Secretary or an Assistant Secretary of Seller as of the Closing Date, of Seller's Articles of Incorporation and all amendments thereto and Bylaws, as amended and in effect at the Closing Date, and (c) a copy, certified by an authorized officer of Seller, of Resolutions duly adopted by the Board of Directors of Seller duly authorizing the execution and delivery of the Agreement and the transactions contemplated thereby.

6.1.6 Litigation. At the Closing Date, there shall not be pending or threatened any litigation in any court or any proceeding before any agency (a) in which it is sought to restrain or prohibit or obtain damages in respect of the consummation of

the purchase and sale of the Assets or the other transactions contemplated hereby, (b) which could, if adversely determined, result in any material adverse change in the Assets or in the business, operations, condition, financial or otherwise, or results of operations of the Retail Stores and the Lab, (c) which could, if adversely determined, affect the right or ability of Seller to carry on its businesses as now conducted, or (d) as a result of which, in the reasonable judgment of Buyer, Buyer would be deprived of the material benefits of its ownership of the Assets.

6.1.7 No Material Adverse Changes. There shall not have occurred any material adverse change in the business operations of the Retail Stores and the Lab or in the Assets.

6.1.8 Consents. Seller shall have obtained all orders, approvals or consents of third parties that shall be required to consummate the transactions contemplated hereby, including, without limitation, consents to the assignment of the contracts, agreements, leases, arrangements, commitments, licenses, permits, certificates, approvals, authorizations, memberships and franchises to be assigned to Buyer.

6.1.9 [Reserved]

6.1.10 Iona. Iona, LLC shall have executed and delivered the Bill of Sale in the form attached hereto as Exhibit "D" to Buyer.

6.1.11 New Real Estate Leases. Buyer shall have received new leases for the Retail Store locations set forth in Recital "A" above and the Lab location set forth in Recital "B" above.

6.1.12 Seller Financing. Buyer shall have received financing for the Purchase Price no later than March 31, 2018.

6.2 **CONDITIONS TO SELLER'S OBLIGATION TO CLOSE.** The obligations of Seller under this Agreement are subject to the satisfaction, or the written waiver thereof by Seller, of the following conditions on or prior to the Closing Date:

6.2.1 Representations and Warranties of Buyer. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct

when made, and shall be true and correct in all material respects on and as of the Closing Date.

6.2.2 Covenants of Buyer. All of the covenants and agreements herein on the part of the Buyer to be complied with or performed on or before the Closing Date, including, but not limited to, the items to be delivered at Closing as set forth in Article III shall have been fully complied with and performed.

6.2.3 Buyer's Certificates. There shall be delivered to Seller a certificate dated as of the Closing Date and signed by the President or a Vice President of Buyer to the effect set forth in Sections 6.2.1 and 6.2.2 as they relate to Buyer, which certificate shall have the effect of a representation and warranty made by Buyer on and as of the Closing Date.

6.2.4 Releases from Personal Liability. Seller and its Shareholders, as applicable shall have received releases from personal liability under any Assumed Contracts.

6.2.5 Iona. Iona, LLC shall have executed and delivered the Bill of Sale in the form attached hereto as Exhibit "G" to Buyer.

6.2.6 Consents. Buyer shall have obtained all orders, approvals or consents of third parties that shall be required to consummate the transactions contemplated hereby, including, without limitation, consents to the assignment of the contracts, agreements, leases, arrangements, commitments, licenses, permits, certificates, approvals, authorizations, memberships and franchises to be assigned to Buyer.

6.2.7 Real Estate Lease Terminations. Seller shall have received lease terminations (including releases of any related guarantees) for the Retail Store locations set forth in Recital "A" above and the Lab location set forth in Recital "B" above.

6.2.8 Financing. Buyer shall have received financing for the Purchase Price no later than March 31, 2018.

6.2.9 Iona. Iona, LLC shall have executed and delivered the Bill of Sale in the form attached hereto as Exhibit "D" to Buyer.

6.2.10 Certificate of Authorities. Buyer shall have furnished to Seller (a) a Certificate of Authority of the South Dakota Secretary of State dated as of a date not more than one hundred twenty (120) days prior to the Closing Date, attesting to the organization and existence of Seller, (b) copies, certified by the manager of Buyer as of the Closing Date of Buyer's Articles of Organization and all amendments thereto and Operating Agreement, as amended and in effect as of the Closing Date, and (c) a copy certified by the manager of Buyer, of Resolutions duly adopted by Buyer authorizing the execution and delivery of this Agreement and the transactions contemplated thereby.

6.2.11 Consulting Agreement. The Consulting Agreement in the form attached hereto as Exhibit "A" shall have been fully executed and delivered.

ARTICLE VII POST-CLOSING COVENANTS

7.1 MAIL AND COMMUNICATION. After the Closing, each Party will promptly deliver or make available to the other Party the original of any mail or other communication received by that Party but pertaining to the business of the other Party.

7.2 [RESERVED]

7.3 SELLER NON-COMPETE. For a period of five (5) years from the date of Closing, Seller will not directly engage in the ownership of an optometry store or optical lab within a twenty (20) mile radius of any Retail Store. If the final judgment of a court of competent jurisdiction determines that any term or provision of this Section 7.3 is invalid or unenforceable, Seller and Buyer agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, in this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

7.4 BUYER NON-COMPETE.

(a) For a period of thirty three (33) months from the date of Closing, Buyer will not directly engage in the ownership of an optometry store within twenty (20) miles of Kearney, Nebraska, provided, however, nothing herein is intended to or shall be construed to prohibit Buyer from selling goods and services through the Lab. If the final judgement of a court of competent jurisdiction determines that any term or provision of this Section 7.4(a) is invalid or unenforceable, Seller and Buyer agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision and this Agreement shall be enforceable as so modified after the expiration of the time which the judgment may be appealed.

(b) For a period of twenty nine (29) months from the date of Closing, Buyer will not directly engage in the ownership of an optometry store within twenty (20) miles of Spencer, Iowa, provided, however, nothing herein is intended to or shall be construed to prohibit Buyer from selling goods and services through the Lab. If the final judgment of a court of competent jurisdiction determines that any term or provision of this Section 7.4(b) is invalid or unenforceable, Seller and Buyer agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision and this Agreement shall be enforceable as so modified after the expiration of the time which the judgment may be appealed.

(c) The purpose of this Section 7.4 is to honor non-compete commitments that Seller has made to the purchasers of stores in Kearney, Nebraska and Spencer, Iowa.

**ARTICLE VIII
SURVIVAL OF WARRANTIES AND INDEMNIFICATION**

8.1 SURVIVAL OF WARRANTIES AND REPRESENTATIONS. All representations and warranties made by Seller and Buyer shall survive the Closing for a period of two (2) years except that the representations and warranty of Seller in Section 4.1.3 shall survive the Closing for ten (10) years.

8.2 DEFINITIONS. For the purpose of this Article VIII and when used elsewhere in this Agreement: (a) "Claims" means any pending or threatened cause of action, suit, proceeding, charge, appeal, demand, assessment, judgment, or asserted liability, and (b) "Losses" means all out-of-pocket loss, liability, assessments, tax deficiency (including fines, interest and penalties), damages (including without limitation, consequential damages), court costs, fines, interest, fees and expenses (including, without limitation, disbursements and reasonable attorneys' fees incurred in connection with the investigation or defense of any Claim or the enforcement of any indemnification rights), judgment or settlement subject in all events to the basket and ceiling set forth in Sections 8.5 and 8.6 below.

8.3 INDEMNIFICATION BY SELLER. Seller agrees to indemnify, defend and hold harmless Buyer against and in respect of any Losses incurred by Buyer which arise out of or result from (a) any breach of any representation or warranty of Seller contained in this Agreement or any other agreement or instrument contemplated by this Agreement to which Seller is a party or signatory and (b) any Loss, arising out of or otherwise in connection with the ownership of the assets or the operation of the Retail Stores or the Lab on or prior to the Closing Date except with respect to any Seller liability assumed by Buyer.

8.4 INDEMNIFICATION BY BUYER. Buyer agrees to indemnify, defend and hold harmless Seller against and in respect of any Losses incurred by Seller that arise out of or result from (a) any breach of any representation or warranty of Buyer contained in this Agreement or any other agreement or instrument contemplated by this Agreement to which Buyer is a party or signatory; and (b) any Loss based upon, arising out of or otherwise in connection with the ownership of the Assets or operation of the Retail Stores and the Lab on and after the Closing Date; or (c) any Loss arising from Buyer's use of the Mark.

8.5 LIABILITY BASKET. Seller and Iona, LLC shall not be liable to indemnify Buyer for breach of the warranties and representations contained in this Agreement or in any Bill of Sale or Assignment executed pursuant to this Agreement unless and until Buyer Losses resulting therefrom exceed a deductible amount of ten thousand dollars (\$10,000.00) and such indemnity obligation, if any, shall commence with Losses above that amount.

8.6 LIABILITY CEILING. The maximum aggregate liability of Seller and Iona, LLC to Buyer under this Agreement, any Bill of Sale or Assignment executed pursuant to this Agreement, or in any way with respect to the sale of the Assets, the Retail Stores and the Lab shall not exceed one hundred ninety-two thousand five hundred dollars (\$192,500.00).

ARTICLE IX MISCELLANEOUS

9.1 EXPENSES. Each party to this Agreement shall pay its own expenses incidental to the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, but not limited to, the fees and expenses of their respective legal counsel, brokers and accountants.

9.2 NEWS RELEASE. The parties agree that they will cooperate with each other in the preparation of a joint news release announcing the transactions contemplated by this Agreement.

9.3 NOTICES. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

(a) If to Seller, to:

TKC Optical, Inc.
450 West Pinehurst
Dakota Dunes, SD 57049
Attention: Steve Conley, President

With a copy to:

Rawlings Law Firm

522 4th Street, Ste. 300
Sioux City, IA 51101
Attention: Jeffrey R. Mohrhauser

(b) If to Buyer, to:

Hawkeye Exact, L.L.C.
305 Dakota Dunes Blvd.
Dakota Dunes, SD 57049
Attention: Dr. Steven J. Ferguson

With a copy to:

Goosmann Law Firm
410 5th Street
Sioux City, IA 51101
Attention: Emilee Boyle Gehling

or to such other address or person as hereafter shall be designated in writing by the applicable party.

9.4 ENTIRE AGREEMENT. This Agreement and the exhibits and schedules hereto constitute the entire agreement between the parties pertaining to the subject matters hereof, and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. All exhibits and schedules hereto are hereby incorporated into and made a part of this Agreement.

9.5 AMENDMENTS. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

9.6 SEVERABILITY. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or

unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

9.7 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any action to enforce this Agreement shall be commenced in a court of competent jurisdiction in Woodbury County, Iowa.

9.8 HEADINGS AND CAPTIONS. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

9.9 GENDER AND NUMBER. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

9.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

9.11 BINDING EFFECT ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns; provided, however, none of the parties to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, and in the event of any such assignment, all of the terms, covenants, agreements and conditions of this Agreement shall continue to be in full force and effect and the parties hereto shall continue to remain respectively liable and responsible for the due performance of all of the terms, covenants, agreements and conditions of this Agreement which they are respectively obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective legal representatives, heirs, successors and assigns), any rights, remedies, obligations or liabilities.

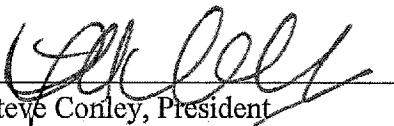
9.12 **CONSTRUCTION.** Seller and Buyer have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by Seller and Buyer and no presumption or burden of proof shall arise favoring or disfavoring either Seller or Buyer by virtue of the authorship of any of the provisions of this Agreement. "Including" shall mean including without limitation. The submission of this Agreement or any draft thereof does not constitute an offer to sell on behalf of Seller or an offer to buy on behalf of Buyer.

9.13 **CERTAIN DEFINITIONS.** Capitalized terms not otherwise described herein shall have the meaning(s) ascribed to them on Exhibit "E" attached hereto and made a part hereof.

9.14 **PRIOR AGREEMENT.** This Agreement amends and replaces the Asset Purchase Agreement between Seller and Buyer dated as of November 8, 2017.

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

"SELLER"
TKC Optical, Inc.

By 
Steve Conley, President

"BUYER"
Hawkeye Exact, LLC

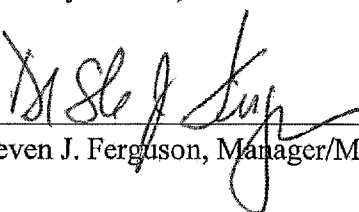
By 
Dr. Steven J. Ferguson, Manager/Member

Exhibit A - Consulting Agreement
Exhibit B - Bill of Sale
Exhibit C - Assignment and Assumption Agreement (General)
Exhibit D - Iona, LLC Bill of Sale
Exhibit E - Certain Defined Terms

Schedule 1.1.1 - Inventory
Schedule 1.1.2 - Equipment
Schedule 1.1.4 - Assumed Contracts
Schedule 1.2 - Excluded Assets

Execution Copy

Schedule 1.4 - List of Employees, Contract Employees and Independent Contractors

Schedule 2.6 - Allocation of Purchase Price

Schedule 4.1.3 - Encumbrances

EXHIBIT A
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this 23rd day of April, 2018 by and between Hawkeye Exact, LLC, a South Dakota limited liability company ("Company") and Conley Holdings, Inc., a South Dakota corporation ("Consultant").

Recitals

- A. Company owns and operates a number of retail eye centers and an optical lab.
- B. Company wishes to engage Consultant to provide consulting services with respect to the retail eye centers and the optical lab and Consultant is willing to provide those consulting services as and to the extent provided in and subject to the terms and conditions of this Agreement.
- C. Company is contemporaneously purchasing certain assets relating to retail eye stores in Sioux City, Rock Valley and Storm Lake, Iowa; Sioux Falls and Brandon, South Dakota; and Norfolk, Nebraska and an optical lab in Sioux City, Iowa from TKC Optical, Inc. ("TKC"). TKC is owned by one of the owners of Consultant. This Agreement is required as part of the sale referred to in this Recital C.

NOW, THEREFORE, Company and Consultant agree as follows:

1. Services. Company hereby engages Consultant to provide up to sixty (60) hours of consulting services (the "Services") per month commencing in May 1, 2018 and continuing through May 31, 2026 (the "Term"). The Services shall consist of consulting regarding the general operation and management of retail eye centers and optical labs including but not limited to the sale and marketing of optical goods and services to the general public and the purchasing of goods and services necessary to operate retail eye centers and optical labs. Unless otherwise agreed by Consultant, the Services shall be performed by telephone or email consultation. If Consultant agrees to travel outside of the Sioux City, Iowa metropolitan area, Company shall reimburse Consultant the actual and reasonable out of pocket cost of the travel. The purchase of the Services and the payment of the Fee (as defined below) is guaranteed. The Services are not cumulative and any Services not used in particular month do not carry over to the next month. Consultant may, in its sole discretion, provide Services for more than sixty (60) hours in any given month provided, however, that those additional Services will not increase the Fee but may be charged against future hours of Services to be provided.

2. Fees. Company shall pay Consultant a fee of Two Hundred Fifty Two Thousand Dollars (\$252,000.00) payable Three Thousand Dollars (\$3,000.00) per month in advance commencing on the 1st day of May, 2018 and continuing on the 1st day of each month thereafter through the

Term of this Agreement (the "Fee") except that the full balance of the fee shall be immediately due upon (a) the sale of substantially all of the assets of Company; (b) the sale of stock of the Company or any other event that results in Steven M. Ferguson not having control of the Company; or (c) the death of Steven M. Ferguson.

3. No Termination or Setoff. This Agreement may not be terminated by Company and the Fee is not subject to setoff, counterclaim or recoupment.

4. Independent Contractor. Consultant is an independent contractor. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees of the other party hereto, except for acts or omissions of the other party or such other party's employees caused by the grossly negligent or willful acts or omissions of such party. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

5. Indemnification. Subject to the limitations in this Agreement, Contractor agrees to indemnify, defend and hold Company harmless from and against any liability arising out of or in connection with (i) the gross negligent or willful acts or Contractor in the performance of her obligations hereunder, or (ii) the breach by Contractor of any of his obligations hereunder.

6. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Damages. THE MAXIMUM LIABILITY OF CONSULTANT UNDER THIS AGREEMENT IS \$5,000.00. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY SUCH PARTY AS A CONSEQUENCE OF THE USE OF THE SERVICES OR THE PROVIDING OF THE SERVICES OR OTHERWISE, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Taxes.

- (a) All amounts required to be paid by Company to Contractor under this Agreement are exclusive of any and all duties and taxes, however designated, levied or based on this Agreement or the Services delivered hereunder, including, without limitation, any personal property, retail sales, goods and services, use or value added taxes and whether such taxes are now in force or subsequently levied. Contractor shall pay and be responsible for all such taxes in the event of a levy or lien due to non-payment of taxes.

- (b) Company shall not be responsible for any federal, state, local or foreign tax on, or measured by, the net income of Contractor, or any fines, penalties, or interest imposed as a result of the misconduct or negligence of Contractor.
- (c) Company shall not be liable for and shall not be obligated to withhold any federal, state or local income tax, or FICA, FUTA, or SUI contributions on behalf of any individual assigned by Contractor who provides the Services hereunder.

9. Governing Law; Jurisdiction. This Agreement shall be governed by and construed by the laws of the state of South Dakota.

10. Entire Agreement. This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

11. Amendment. This Agreement shall not be modified or amended except by a further written document signed by the parties.

12. Waiver. No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

13. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

14. Assignment. This Agreement may only be assigned by a party with the prior written consent of the other party which consent may be denied, withheld, delayed or conditioned in the sole discretion of the non-assigning party.

15. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested to such party at its address set forth below:

If to Company: Hawkeye Exact, LLC
 305 Dakota Dunes Blvd.
 Dakota Dunes, SD 57049
 Attention: Dr. Steven J. Ferguson

If to Consultant: Conley Holdings, Inc.
 484 Blue Trail
 Dakota Dunes, SD 57049
 Attn: Jeff Conley

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provision (including any remaining provision within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

17. Survival. In the event of any termination of this Agreement, Sections 3, 4, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16 and 17 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

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

COMPANY

CONTRACTOR

Hawkeye Exact, LLC

Conley Holdings, Inc.

By [Signature]
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

GUARANTY

Hawkeye Vision Group, Inc., a South Dakota corporation (the "Guarantor") unconditionally and irrevocably guarantee payment when due of any and all amounts swing under the above and forgoing Consulting Agreement.

The obligation of the Guarantor shall not be impaired, diminished or discharged, in whole or in part by: (a) extensions of time granted by the Consultant; (b) any course of dealing between the Consultant and the Company; (c) the unenforceability of the Consulting Agreement, in whole or in part, for any reason whatsoever; (d) the release of any guarantor; (e) any other act, omission, event or circumstance which might operate to discharge a guarantor, in whole or in part or which might operate as a defense, in whole or in part, to any obligation of a guarantor or which might invalidate, in whole or in part, a guarantee.

This Guaranty shall be governed by the laws of the state of South Dakota.

In the event of a breach of this Guaranty, the Guarantor will pay all of the costs of collection (including reasonable attorney fees) of the holder of the Consulting Agreement.

This is a guarantee of payment and not of collection. The Consultant shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other agreement or any other collateral before pursuing any of its rights or remedies under this guarantee. The consultant may pursue its rights and remedies in such order as it determines, and the exercise by the Consultant of any right or remedy will not preclude its exercise of any other right or remedy.

The failure or delay by the Consultant in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. The Consultant may not waive any of its rights except by an instrument in writing signed by it.

The Guarantor waives all rights of subrogation, if any.

This Guaranty may not be amended without the written consent of the Consultant.

This Guaranty will inure to the benefit of the Consultant and its successors and assigns.

This Guarantor will benefit from the services provided under the above and forgoing Consulting Agreement.

Dated April __, 2018.

Hawkeye Vision Group, Inc.

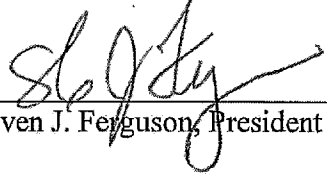
By 
Steven J. Ferguson, President

EXHIBIT B

BILL OF SALE

For the consideration of the sum of \$1.00 Dollar(s) and other valuable consideration, TCK Optical, Inc. ("Seller") does hereby sell, transfer and assign to Hawkeye Exact, LLC ("Buyer") the Assets described in the Asset Purchase Agreement between Seller and Buyer dated April __, 2018 (the "Asset Purchase Agreement"), hereby incorporated by this reference. This Bill of Sale is subject to the Asset Purchase Agreement and all warranties, limitations and disclaimers therein.

Seller hereby covenants with Buyer that Seller is the owner of Assets, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend the Assets against the lawful claims of all persons except as provided in the Asset Purchase Agreement.

SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Dated this ____ day of April, 2018.

TKC Optical, Inc., Seller

By _____
Steve Conley, President

Hawkeye Exact, LLC, Buyer

By 
Dr. Steven J. Ferguson, Manager

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT (GENERAL)

THIS AGREEMENT is made this ___ day of _____, 2018, between TKC Optical, Inc., an Iowa corporation ("Seller"), and Hawkeye Exact, LLC, a South Dakota limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of _____, 2018 (the "Purchase Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, this Assignment and Assumption Agreement is being executed and delivered in order to (a) assign to Buyer all of Seller's right, title and interest in and to certain leases and agreements as described in the Purchase Agreement; and (b) to effect the transfer from Seller to Buyer of certain liabilities of Seller relating to such leases and agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement, Seller and Buyer do hereby agree as follows:

1. **Assignment.** Pursuant to the Purchase Agreement, Seller hereby conveys, sells, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in, to and under the contracts and commitments set forth on Schedule 1.1.5 of the Asset Purchase Agreement (collectively, the "Transferred Agreements").
2. **Assumption.** Pursuant to the Purchase Agreement, Buyer hereby assumes and agrees to pay, perform or discharge the liabilities under the Transferred Agreements arising after the Closing Date and further agrees to pay, perform or discharge any liabilities of Seller arising before the Closing Date to the extent that Buyer has received a credit of prorated credit for the liability.
3. **Liabilities Excluded.** Other than as set forth in the Purchase Agreement or in this Assignment and Assumption Agreement, Seller shall retain, and Buyer shall not assume and shall not be required to assume, pay or discharge, and nothing contained in this Assignment and Assumption Agreement shall be construed as an assumption by Buyer of, any liabilities of Seller arising prior to the Closing Date. Seller shall be solely and exclusively liable for all of the liabilities of Seller not assumed by Buyer hereby.
4. **Miscellaneous.** This Assignment and Assumption Agreement shall be construed, performed and enforced in accordance with, and governed by, the internal laws of the State of Iowa, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of _____, 2018.

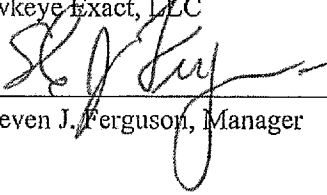
SELLER

TKC Optical, Inc.

By _____
Steve Conley, President

BUYER

Hawkeye Exact, LLC

By  _____
Dr. Steven J. Ferguson, Manager

**EXHIBIT D
BILL OF SALE**

For the consideration of the sum of \$1.00 Dollar(s) and other valuable consideration, Iona, LLC ("Seller") does hereby sell, transfer and assign to Hawkeye Exact, LLC ("Buyer") the property described on Exhibit "1" attached hereto and made a part hereof. This Bill of Sale is subject to the Asset Purchase Agreement and all warranties, limitations survival periods and disclaimers contained in the Asset Purchase Agreement between TKC Optical, Inc. and Buyer dated _____, 2018.

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as provided in the Asset Purchase Agreement.

SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Dated this ____ day of _____, 2018.

Iona, LLC, Seller

By _____

Hawkeye Exact, LLC, Buyer

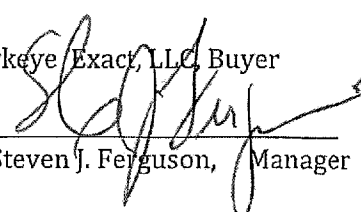
By 
Dr. Steven J. Ferguson, Manager

EXHIBIT E
CERTAIN DEFINED TERMS

"Knowledge" or any derivative thereof means actual knowledge without investigation.

"Laws" means applicable federal, state or local laws including all regulations promulgated thereunder.

"Material Adverse Effect" or "Material Adverse Change" means any effect or change that would be materially adverse to the business of the Retail Stores or the Lab, taken as a whole; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect or Material Adverse Change: (a) any adverse change, event, development or effect arising from or relating to (1) general business or economic conditions including such conditions related to the Retail Stores or the Lab, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in United States generally accepted accounting principles, (5) changes in laws, rules, regulations, orders or other binding directives issued by any governmental entity or (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, (b) any existing event, occurrence or circumstance with respect to which Buyer is aware of as of the date hereof, and (c) any adverse change in or effect on the business of the Retail Stores or the Lab that is cured by Seller before the earlier of (1) the Closing Date and (2) the date on which this Agreement is terminated pursuant to Article VI hereof.

Schedule 1.1.1

Inventory

To be completed post closing.

Schedule 1.1.2

Equipment

See attached.

Schedule 1.1.5

Assumed Contracts

- (a) Consignment Agreements with respect to any Inventory held on consignment.
- (b) Customer Orders that have not been completed.
- (c) Any obligations for which Buyer has received a credit or proration from Seller.
- (d) Provider and other agreements with insurance companies and other third party payors to the extent assignable.
- (e) Phonebook/yellow pages advertising agreement.
- (f) Health insurance plan.
- (g) Family Vision Plan.
- (h) Sublease and Agreement dated July, 2012 with Maureen Nelson, O.D.
- (i) Independent Contractor Agreement dated July 2, 2007 with Paul Horner, O.D.
- (j) Employment Agreement dated January 31, 2009 with Sarah Langan, O.D.
- (k) Sublease and Agreement No. 2 dated April 24, 1995 with Timothy Masters, O.D.
- (l) Employment Agreement dated June 1, 2017 with Eva Johnson, O.D.

Schedule 1.2

Excluded Assets

- (a) Cash and cash equivalents;
- (b) Corporate charter books and records;
- (c) Vehicles driven by Steve Conley and Jeff Conley
- (d) All Accounts Receivable
- (e) Steve Conley's iPad
- (f) Jeff Conley's Laptop Computer
- (g) All of Seller's Company Owned Life Insurance
- (h) The land, building and improvements located at 224 4th Street, Sioux City, Iowa and all other real property interests held by Seller.
- (i) Personal items of Steve Conley;
- (j) Personal items of Jeff Conley;
- (k) All Promissory Notes from Seller to Steve Conley;
- (l) Any rights of Seller under or with respect to this Agreement or Stock Redemption Agreement with George. J. Toarczyk dated October 1, 2014, Asset Purchase Agreement with Breuer Eye Care, LLC dated January 23, 2015 and Asset Purchase Agreement with Exact Eye Care, Inc. dated April 16, 2015;
- (m) any records, rights, privileges, relationships, or records with the accountants, attorneys or consultants of Seller.
- (n) Any other assets not used solely or exclusively in or with respect to the Retail Stores or the Lab.

Schedule 1.4

List of Employees, Contract Employees and Independent Contractors

- See Attached re Employees.
- See Attached re Optometrists

Employee List

Previously provided – to be updated post-closing.

Schedule 1.4

OPTOMETRISTS

<u>Optometrist</u>	<u>Location</u>	<u>Contract</u>
Maureen Nelson, O.D.	Sioux City - Hamilton	Sublease and Agreement dated July 2012
Paul Horner, O.D.	Sioux Falls and Brandon	Oral Agreement with Iona, LLC
Sarah Langan, O.D.	Norfolk	Employment Agreement with Iona, LLC dated January 31, 2009
Timothy Masters, O.D.	Storm Lake	Sublease and Agreement No. 1 dated April 24, 1995 and Sublease and Agreement No. 2 dated April 24, 1995
Eva Johnson, O.D.	Sioux Falls and Brandon	Employment Agreement with Iona, LLC dated June 1, 2017

The above contracts will be assigned only to the extent assignable and will be otherwise subject to consent to be obtained by Buyer.

Schedule 2.3

Allocation of Purchase Price

See attached re allocation of Purchase Price.

TKC OPTICAL, INC

Allocation of selling price:

	Leasehold Improvements	Equipment	Software	Inventory	Goodwill	TOTAL
Norfolk	35,000	25,000		17,500	20,000	97,500
Brandon	35,000	12,000		17,500	20,000	84,500
Rock Valley	5,000	12,000		13,000	5,000	35,000
SC - Pierce St	5,000	30,000		17,000	20,000	72,000
Storm Lake	22,500	15,000		13,000	15,000	65,500
Sioux Falls	25,000	25,000		18,000	15,000	83,000
SC - Hamilton	22,500	15,000		17,500	15,000	70,000
LAB	12,500	110,000	5,000	25,000	95,000	247,500
Corporate			10,000	15,000	20,000	45,000
TOTAL	162,500	244,000	15,000	153,500	225,000	800,000

Schedule 4.1.3

Encumbrances

- The Security National Bank of Sioux City, Iowa holds a blanket lien on Seller's assets. This lien will be released at Closing.
- Seller holds certain inventory or consignment. Said inventory will be transferred to Buyer subject to the consignments and the rights and liens of the Consignors.
- Seller leases all of the real property for its operations and the Landlords have consensual and/or statutory liens. The leases will be transferred subject to the rights and liens of the Landlords.
- Seller leases certain personal property. The personal property transferred that is subject to a lease will be transferred subject to said lease.
- Rights or restrictions with respect to patient records to the extent imposed or provided by law.
- Books and Records are subject to any rights of Iona, LLC.
- Arrangements with OD's are assigned to the extent assignable and are subject to the rights of Iona, LLC.