

Below is the Order of the Court.



Christopher M. Alston
U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re:

NORTHWEST TERRITORIAL MINT, LLC,
Debtor.

Case No. 16-11767-CMA

ORDER GRANTING RENEWED
MOTION FOR ORDER APPROVING
THE SALE OF CERTAIN OF THE
DEBTOR'S ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS,
INTERESTS, AND ENCUMBRANCES
TO MEDALCRAFT MINT, INC.

THIS MATTER comes before the Court upon the renewed sale motion (the "Sale Motion") (Dkt. No. 1556)¹ of the chapter 11 Trustee, Mark Calvert (the "Trustee"), for the entry of an Order approving the sale of certain of the Debtor's assets free and clear of all liens, claims, interests, and encumbrances to Medalcraft Mint, Inc. ("Medalcraft" or "Buyer"). The Court held a hearing on the Sale Motion on May 4, 2018 (the "Sale Hearing"). Having considered the Sale Motion, the accompanying declarations, the testimony of any witnesses presented in Court, the Asset Purchase

¹ Unless specifically defined herein, capitalized terms used herein shall have the meanings given to them in the Asset Purchase Agreement between the Trustee and Medalcraft Mint, Inc., which is attached hereto as Exhibit A, or, if not defined therein, the Sale Motion.

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1 Agreement between the Trustee and Medalcraft (the “Medalcraft APA”), a copy of which is attached
2 hereto as Exhibit A, any objections and reply materials, the arguments of counsel at the Sale
3 Hearing, and the pleadings and papers herein, the Court **HEREBY FINDS AND DETERMINES**
4 **AS FOLLOWS:**²

5 A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and
6 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O).
7 Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8 B. As evidenced by the affidavits of service previously filed with the Court, the Trustee
9 provided proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing, the
10 transactions contemplated under the Medalcraft APA in accordance with the United States
11 Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the
12 Bankruptcy Court for the Western District of Washington. Such notice was good and sufficient, and
13 afforded parties a reasonable opportunity to object or be heard with respect to the matters that are the
14 subject of this Order, and no other or further notice of the Sale Motion or the Sale Hearing shall be
15 required.

16 C. The Trustee marketed the assets being sold pursuant to the Medalcraft APA with
17 Medalcraft (the “Purchased Assets”) and conducted the sale process in compliance with applicable
18 law and rules.

19 D. The Trustee has full power and authority to execute the Medalcraft APA and all other
20 documents contemplated thereby, and the sale of the Purchased Assets by the Trustee have been duly
21 and validly authorized by all necessary action of the Trustee.

22 E. Approval of the Medalcraft APA and consummation of the sale contemplated therein
23 are in the best interests of the Debtor, its creditors, its estate, and other parties in interest.
24

25 ² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as
26 findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

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1 F. The Trustee has demonstrated both (i) good, sufficient, and sound business purpose
2 and justification, and (ii) compelling circumstances for the sale of the Purchased Assets pursuant to
3 11 U.S.C. § 363(b).

4 G. The Medalcraft APA was negotiated, proposed and entered into by the Trustee and
5 the Buyer at arm's length without collusion or fraud, and in good faith within the meaning of
6 Section 363(m) of the Bankruptcy Code.

7 H. The Buyer is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is
8 entitled to all of the protections afforded thereby.

9 I. The consideration provided by the Buyer for the Purchased Assets pursuant to the
10 Medalcraft APA (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets,
11 and (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any
12 other practical available alternative.

13 J. The transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective
14 transfer of the Purchased Assets, and, as except as expressly stated in this Order, will vest the Buyer
15 with all right, title, and interest of the Debtor to the Purchased Assets free and clear to the fullest
16 extent permitted under the Bankruptcy Code or other applicable law of all interests in such property
17 of any person or entity.

18 K. The Trustee may sell the Purchased Assets free and clear of all interests, including
19 liens, claims and encumbrances, because one or more of the standards set forth in 11 U.S.C. §
20 363(f)(1)-(5) has been satisfied. Those holders of interests who withdrew their objections to the Sale
21 Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Other holders of interests
22 who objected to the Sale Motion fall within one or more of the other subsections of 11 U.S.C. §
23 363(f) and are adequately protected by having their interests, if any, attach to the cash proceeds of
24 the sale attributable to the property against or in which they assert an interest, in the same order of
25

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1 priority that existed prior to the closing and subject to all objections, counterclaims, recoupments and
2 other defenses of the Debtor's estate.

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

5 1. The Sale Motion is GRANTED as described below.
6 2. The findings of fact and conclusions of law recited above are incorporated herein.
7 3. All objections to the Sale Motion or the relief requested therein that have not been
8 withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on
9 the merits.

10 4. The Medalcraft APA, and all of the terms and conditions thereof, is hereby
11 APPROVED.

12 5. Pursuant to 11 U.S.C. § 363(b), the Trustee is authorized and directed to consummate
13 the sale to Medalcraft, pursuant to and in accordance with the terms and conditions of the Medalcraft
14 APA.

15 6. The Trustee is authorized and directed to execute and deliver, and empowered to
16 perform under, consummate and implement, the Medalcraft APA, together with all additional
17 instruments and documents that may be reasonably necessary or desirable to implement the
18 Medalcraft APA, and to take all further actions as may be requested by the Buyer for the purpose of
19 assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession,
20 the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as
21 contemplated by the Medalcraft APA.

22 7. Except as otherwise specifically provided herein, pursuant to 11 U.S.C. §§ 105(a) and
23 363(f), the Purchased Assets shall be transferred at Closing to the Buyer, free and clear of all
24 interests, including liens, claims, and encumbrances, with all such interests to attach to the net
25 proceeds of the Sale in the order of their priority, with the same validity, force and effect which they

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1 now have as against the Purchased Assets, subject to any claims and defenses the Debtor may
2 possess with respect thereto.

3 8. The sale of the Purchased Assets by the Trustee to Buyer (A) is or will be legal, valid
4 and effective transfers of the Purchased Assets; and (B) except as otherwise specifically provided
5 herein, will vest Buyer with all right, title and interest of the Debtor to the Purchased Assets free and
6 clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code (other
7 than liens created by Buyer).

8 9. Except as otherwise provided herein, all persons having interests of any kind or
9 nature whatsoever against or in any of the Purchased Assets shall be forever barred, estopped, and
10 permanently enjoined from pursuing or asserting such interests against the Purchased Assets, the
11 Buyer, or any of its assets, property, successors, or assigns.

12 10. Except as specifically provided in the Medalcraft APA and this Order, the transfers
13 contemplated by the Medalcraft APA do not and shall not subject the Buyer to any liability for
14 claims against the Debtor by reason of such transfers under: (i) the laws of the United States, any
15 state, territory or possession thereof, including claims relating to the operation of the Debtor's
16 business before the Closing Date; (ii) any employment contract, understanding, or agreement,
17 including, without limitation, collective bargaining agreements, employee pension plans, or
18 employee welfare or benefit plans; and/or (iii) any additional contracts and/or other agreements
19 which have been previously entered into by the Debtor.

20 11. The Transactions contemplated under the Medalcraft APA do not amount to a
21 consolidation, merger or de facto merger of either the Buyer or the Debtor and/or its estate,
22 particularly as there is no substantial continuity between the Buyer and the Debtor, no continuity of
23 enterprise between the Buyer and the Debtor and the Buyer is not a mere continuation of either the
24 Debtor or its estate.

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1 12. This Court retains exclusive jurisdiction to interpret, enforce, implement and resolve
2 any disputes arising under or in connection with the terms and provisions of the Medalcraft APA, all
3 amendments thereto, any waivers and consents thereunder, and any agreements executed in
4 connection therewith, and this Order.

5 13. Neither the Trustee nor the Buyer is required to make any filing with or give any
6 notice to, or to obtain any approval, consent, ratification, permission, waiver or authorization from,
7 any person or any governmental authority in connection with the execution and delivery of the
8 Medalcraft APA, and the Trustee does not need to seek or obtain consent to consummate the sale.

9 14. The Medalcraft APA and any related agreements, documents or other instruments
10 may be modified, amended or supplemented by the parties thereto, in a writing signed by both
11 parties, and in accordance with the terms thereof, without further order of the Court, provided that
12 there will be no material impact on the bankruptcy estate.

13 15. This Order shall be effective immediately upon entry, and any stay of orders provided
14 for in Bankruptcy Rules 6004(h), 6006(d), 7062 and any other provision of the Bankruptcy Code or
15 Bankruptcy Rules shall not apply, is expressly lifted and this Order is immediately effective and
16 enforceable.

17 16. If any person or entity that has filed financing statements, mortgages, mechanics'
18 liens, lis pendens, or other documents or agreements evidencing claims against or in the Debtor or
19 the Purchased Assets, shall not have delivered to the Trustee prior to Closing, in proper form for
20 filing and executed by the appropriate parties, termination statements, instruments of satisfaction,
21 releases of all interests which the person or entity has with respect to the Debtor, the Purchased
22 Assets, or otherwise, then (at the Closing) only with regard to the Purchased Assets being acquired
23 by the Buyer pursuant to the Medalcraft APA, the Buyer is hereby authorized to file, register, or
24 otherwise record a certified copy of this Order (and file any UCC-3 termination statements), which,
25 once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all

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1 claims against the Purchased Assets. This Order is deemed to be in a recordable form sufficient to
2 be placed in the filing or recording system of each and every federal, state or local government
3 agency, department or office.

4 17. Article 6 of the Uniform Commercial Code governing Bulk Sale Transfers and
5 comparable state statutes are not applicable to the sale of the Purchased Assets to the Buyer.

6 18. To the extent that any provision of this Order is inconsistent with the provisions of
7 the Medalcraft APA, any prior order, or any pleading with respect to the motions in this case, the
8 terms of this Order control.

9 19. The Court's oral ruling determining that the Trustee may sell Coining Dies and
10 related materials which embody designs that constitute the intellectual property of third parties,
11 made at a hearing on March 6, 2018 [Dkt. No. 1497], is incorporated by reference. Buyer warrants
12 that the Coining Dies sold pursuant to the Medalcraft APA will not be used without the express
13 consent of the customer(s) on whose behalf the Coining Die was created. Buyer acknowledges and
14 agrees to submit to the jurisdiction of this court to resolve any claim of unauthorized use of any of
15 the Coining Dies and acknowledges and agrees that unauthorized use of the Coining Dies, whether
16 by the Buyer or any agent or employee of the Buyer, or any person who subsequently acquires title
17 or possession of a Coining Die may subject the Buyer and all its officers, directors and managers of
18 the Buyer to sanctions for contempt of this sale order in addition to any other claims or penalties that
19 may be imposed under non-bankruptcy law.

20 20. Notwithstanding anything to the contrary contained in this Order, nothing in this
21 Order shall be construed to give the Debtor the power to convey any interest in or authorize Buyer to
22 infringe on or use the copyrights or other intellectual property of third parties. To the extent that
23 Buyer takes custody of or otherwise acquires control over any property (including Coining Dies,
24 galvanos, bas-relief sculpts, electronically stored images, diagrams or manifestations of copyrighted
25 material, or sample strikes of coins or medals that have not been authorized to be used, sold,

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1 displayed or circulated) that is subject to copyright, Buyer shall not be relieved or excused from any
2 liability or claims arising after the sale for copyright infringement or other applicable causes of
3 action. Buyer shall have no greater right in or to copyrights or other intellectual property that is
4 owned by parties other than the Debtor to the extent those copyrights or intellectual property
5 protections are manifested in property transferred to Buyer. All copyrights and intellectual property
6 will be held in trust by Buyer for the benefit of the copyright or intellectual property owner and
7 Buyer shall maintain the copyrighted or intellectual property safely and securely in order to avoid
8 copies, replicas, derivative works, unauthorized striking or the transfer of any such property to an
9 entity outside of the United States.

10 21. The Coining Dies, galvanos, bas-relief sculpts, electronically stored images, diagrams
11 or manifestations of copyrighted material, or sample strikes of coins or medals associated with the
12 following customers are not included in the assets which are the subject of this sale order: 1) Betty
13 Carey; 2) the United States Golf Association; 3) Gary Marks; 4) New York Numismatic Club; 5)
14 Heidi Wasteet; and 6) Joseph Paul Illg.

15 22. This Order does not authorize the Trustee to transfer to Buyer any interest in Coining
16 Dies, galvanos, bas-relief sculpts, electronically stored images, diagrams or manifestations of
17 copyrighted material, or sample strikes of coins or medals that have not been authorized to be used,
18 sold, displayed or circulated that are associated with the following parties: 1) the Northern Railway
19 Foundation, Inc.; 2) Dick Johnson; 3) Friedrike Merck; 4) Daniel Altshuler; 5) Don Everhart; 6)
20 Gould Studios; 7) Don Wiegand and the Weigan Foundation; 8) American Numismatic Association;
21 9) National Sculpture Society; 10) Grove Minting Company; 11) Bob Palmisano; 12) Marcel Jovine;
22 13) Paul Mansip; 14) Karen Worth; 15) Island Boutique; 16) Herff Jones, LLC; 17) Robert Miller
23 D/B/A Hobby Machine; and 18) the Beckham Foundation (collectively, the "Disputed Die
24 Ownership Claimants"), and all disputes relating to the ownership of dies of such Disputed Die
25 Ownership Claimants shall be subject to separate resolution by the Court, provided, however, that

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1 the Trustee is authorized without further court order to settle claims of interests- in or ownership-of
2 Coining Dies by Disputed Die Ownership Claimants on terms the Trustee deems acceptable. If a
3 settlement authorized under this paragraph results in agreement that any Coining Dies associated
4 with Die Ownership Claimants are property of the estate, or if a Die Ownership Claimant expressly
5 agrees, the Trustee is authorized to transfer any such Coining Dies and associated materials to Buyer
6 or to the Customer as provided in such settlement agreement.

7 23. Buyer shall comply with the policies of Seller with respect to limitations on the
8 transfer of personally identifiable about individuals who are not affiliated with the debtor.
9

10
11 ///END OF ORDER///
12

13 Presented by:
14

15 K&L GATES LLP

16 /s/ Michael J. Gearin

17 Michael J. Gearin, WSBA #20982

18 David C. Neu, WSBA #33143

19 Brian T. Peterson, WSBA #42088

20 Attorneys for Mark Calvert, Chapter 11 Trustee
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EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) dated March 30, 2018, is entered into by Mark Calvert, as Chapter 11 Trustee of Northwest Territorial Mint LLC, (“Trustee” or “Seller”) and Medalcraft Mint, Inc. (“Buyer”). Capitalized terms used herein are defined as set forth in Section 8.1.

RECITALS

- A. On April 11, 2016, the Trustee was appointed as the chapter 11 Trustee, pursuant to 11 U.S.C. § 1104(d), for Northwest Territorial Mint, LLC (the “Debtor” or “NWTM”) by order of the United States Bankruptcy Court for the Western District of Washington (the “Court”), Case No. 16-11767 (the “Bankruptcy Case”).
- B. On May 3, 2017, the Trustee obtained a judgment under which the assets and liabilities of Medallic Art Company, LLC (“MACLLC”) were substantively consolidated with the assets and liabilities of NWTM.
- C. The Trustee on behalf of the substantively consolidated bankruptcy estate of NWTM and MACLLC (the “Bankruptcy Estate”) has made an investigation regarding the highest and best use of the assets of the Bankruptcy Estate. Following such inquiry, the Trustee believes that the transaction contemplated by this Agreement is in the best interests of the creditors and desires to consummate the transaction contemplated by this Agreement for the benefit of the Bankruptcy Estate.
- D. The Trustee desires to sell to the Buyer, and the Buyer desires to purchase from the Trustee, the Assets (as hereinafter defined) of the Bankruptcy Estate subject to the conditions set forth herein (the “Acquisition”).

NOW THEREFORE, the parties agree as follows:

Section 1. PURCHASE OF ASSETS

1.1 Purchase of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Trustee agrees to sell, assign, transfer, convey, set over and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from the Trustee, the following assets of the Bankruptcy Estate (the “Assets”):

- (a) Medallic Art name, website, website content and domain name.
- (b) Medallic Marketing materials and image library.
- (c) Phone number of Northwest Territorial Mint and Medallic Art Company.
- (d) Medallic archives, written files and reproduction files dated on or after January 1, 1998 and a copy of all electronic files.
- (e) Medallic customer list, sales history and vendor list.
- (f) Medallic company owned dies and trim tools which were created on or after January 1, 1998 and associated racks.
- (g) Dies for customer Framing Success.
- (h) Tools associated with the making of Chains of Office and Maces.
- (i) Woodworking equipment necessary to the production of maces.
- (j) Special packaging for medallions, chains of office and maces
- (k) Press 13, a 600 ton Cincinnati (S/N 17715) and associated collars
- (l) Press 7, an HME 360 ton press (S/N 15413) and associated collars
- (m) Columbia Rimming Machine (S/N 4550-03)

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1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1 or elsewhere in this Agreement, the assets of the Bankruptcy Estate other than the Assets specifically identified in Section 1.1 (collectively, the “Excluded Assets”) are not part of the sale and purchase contemplated hereunder, are excluded from the Assets, and will remain the property of the Bankruptcy Estate after the Closing. For avoidance of doubt, the Medallic archives, written files and reproduction files dated before January 1, 1998 are Excluded Assets. For avoidance of doubt, the Medallic company owned dies and trim tools which were created before January 1, 1998 and associated racks are Excluded Assets. The dies, plasters, galvanos and finished coins made for customer Brookgreen Gardens are Excluded Assets. The dies, plasters, galvanos and finished coins made for customer American Numismatic Society, including without limitation, the 2004 Donald Partrick/New Building Medal and associated dies, plasters and galvanos are Excluded Assets.

1.3 Liabilities. Buyer shall not assume or be liable for any of the debts, obligations or liabilities of the Seller of any nature whatsoever, regardless of whether or not such debts, obligations or liabilities have been disclosed pursuant to this Agreement.

1.4 Taxes.

(a) All transfer, transfer gains, documentary, sales, use, stamp and registration taxes incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne by Buyer.

(b) The personal property taxes owed in connection with the Purchased Assets for the year of 2017 shall be prorated. Such personal property taxes include, but are not limited to personal property taxes owed to the State of Nevada. Buyer shall be responsible only for such personal property taxes, if any, owed in connection with Buyer’s ownership of the Purchased Assets for periods after the Closing Date.

1.6 Method of Acquisition. The sale, conveyance, transfer, assignment and delivery to Buyer of the Assets, as herein provided, shall take place in the State of Nevada and shall be effected by such bills of sale, endorsements, assignments and other instruments of transfer and conveyance as may be necessary to vest in Buyer the respective rights, title and interests of Seller in and to the Assets, free and clear of all Liens, claims, charges and encumbrances, except as otherwise provided in this Agreement. Such documents shall include, without limitation, an assignment and bill of sale in a form as agreed to among the parties. Seller and Buyer shall, at the Closing or at any time or from time to time after the Closing, upon request, perform or cause to be performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such documents, as may be reasonably required or requested to effectuate the sale, conveyance, transfer, assignment and delivery to Buyer of any of the Assets or for the performance by such person or entity of any of its obligations hereunder.

1.7 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Assets to Buyer.

Section 2. PURCHASE PRICE/CLOSING

2.1 Purchase Price. The purchase price (the “Purchase Price”) for the Assets shall be One Million and no/100 dollars (\$1,000,000.00) and shall be payable to Seller according to the following terms:

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(a) Buyer must make an initial nonrefundable earnest money deposit of One Hundred Thousand Dollars (\$100,000) to the IOLTA account of the Trustee's counsel, K&L Gates LLP (Attn: Michael J. Gearin, Esq.). The earnest money deposit will be immediately available to service the expenses of the Bankruptcy Estate and shall be applied to the Purchase Price at Closing (defined below). In the event that the Bankruptcy Court does not approve the sale to the Buyer, due to an overbid or other reasons not the fault of the Buyer, the Buyer shall be entitled to a refund of the earnest money. In the event that the sale fails to close due to the failure of performance of the Buyer, the earnest money will be forfeited. Payment of the balance of the Purchase Price will be made on the Closing Date (defined below).

2.2 Closing. The Acquisition shall be consummated by the parties on the day on which the satisfaction or waiver of the conditions set forth in Section 6 has occurred, anticipated to be on or about five business days after Court approval of this Agreement (the "Closing Date"). The consummation of such purchase and sale is referred to in this Agreement as the "Closing."

2.3 Obligations of Seller at the Closing. At the Closing, Seller shall deliver to Buyer the following validly executed documents and instruments:

- (a) bill of sale for the Assets being purchased by Buyer, satisfactory in form and substance to Buyer;
- (b) such other instruments or documents necessary or desirable to complete the transaction contemplated herein, all satisfactory in form and substance to Buyer.

2.4 Buyer's Obligations at the Closing. At the Closing, Buyer shall deliver to Seller the following validly executed instruments and documents:

- (a) the Purchase Price owed to Seller at Closing pursuant to Section 2.1;
- (b) resale certificates for raw materials and supplies in form satisfactory to the Seller; and
- (c) such other instruments or documents necessary or desirable to complete the Acquisition, all satisfactory in form and substance acceptable to Seller;
- (d) a fully transferrable perpetual license in favor of Seller allowing the use of the Medallic Art name and associated marks for the purpose of production and sales to a collectable audience for dies or archives created more than twenty years prior to the date of this Agreement.

2.5 Allocation of Purchase Price. The sum of the Purchase Price shall be allocated among the Assets as of the Closing Date based upon the mutual agreement of the parties.

Section 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Trustee hereby represents and warrants to Buyer that:

3.1 Authority. Subject only to the approval of the Bankruptcy Court, the Trustee has full power, legal capacity and authority to enter into, perform and comply with this Agreement and the other agreements to be entered into by it pursuant hereto. All proceedings required to be taken by Trustee to authorize the execution, delivery and performance of and compliance with this Agreement and such other agreements have been properly taken. This Agreement and each of such other agreements constitutes the valid and binding obligation of Trustee, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles.

Below is the Order of the Court.

3.2 NO REPRESENTATIONS OR WARRANTIES OF THE TRUSTEE OR NWTM. EXCEPT AS SET FORTH IN SECTION 3.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE BY THE TRUSTEE WITH RESPECT TO THE ASSETS OR THE TRANSACTIONS. BUYER ACKNOWLEDGES THAT THE TRUSTEE IS NOT GIVING, MAKING OR PERFORMING ANY ACT THAT CONSTITUTES, EXPRESSLY OR IMPLIEDLY, A WARRANTY OF THE TITLE PERTAINING TO THE ASSETS. WITHOUT LIMITING THE FOREGOING, THE TRUSTEE DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TITLE AND OWNERSHIP, MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF ANY REAL PROPERTY INTERESTS, EQUIPMENT, MACHINERY, INVENTORY, FIXTURES OR OTHER ASSETS OF NWTM AND ALL IMPLIED WARRANTIES PERTAINING TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY WITH RESPECT TO THE CONDITION OF ANY OF THE ASSETS, INCLUDING ANY BUILDINGS, STRUCTURES, FIXTURES, EQUIPMENT OR ROLLING STOCK OR THE SUITABILITY OF THE REAL PROPERTY FOR HABITATION OR OF ANY OF THE ASSETS FOR THE BUYER'S INTENDED USE OR FOR ANY USE WHATSOEVER; THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES; OR THE ABSENCE OF ASBESTOS OR ANY HAZARDOUS SUBSTANCE. THE ASSETS ARE TO BE TRANSFERRED TO THE BUYER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL FAULTS. BUYER AFFIRMS THAT BUYER HAS INDEPENDENTLY, AND IN BUYER'S SOLE JUDGMENT, ELECTED TO ENTER INTO THIS AGREEMENT, AND HAS NOT RELIED UPON ANY STATEMENT OR REPRESENTATION OF THE TRUSTEE. EXCEPT AS OTHERWISE MAY BE EXPRESSLY PROVIDED FOR BY THIS AGREEMENT, BUYER ASSUMES UPON CONSUMMATION OF THIS AGREEMENT THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS OF THE REAL PROPERTY LEASEHOLDS AND OTHER ASSETS, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

Section 4. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller that:

4.1 Organization, Good Standing and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, has all necessary power and authority to own its Property and to carry on its business as now owned and operated by it.

4.2 Authority. Buyer has full power, legal capacity and authority to enter into, perform and comply with this Agreement and the other agreements to be entered into by it pursuant hereto. All proceedings required to be taken by Buyer to authorize the execution, delivery and performance of and compliance with this Agreement and such other agreements have been properly taken. This Agreement and each of such other agreements constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles.

4.3 No Conflict. The execution and delivery of this Agreement and the other agreements to be entered into pursuant hereto do not, and the performance of and compliance with this Agreement and such other agreements will not result in a breach of or constitute (with or without the giving of notice or

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the passage of time or both) a default under any obligation of Buyer pursuant to the terms of (a) any statute, law, ordinance, rule or regulation or (b) the terms, conditions or provisions of the charter documents or by-laws of Buyer, or any employee plan, Contract, permit, concession, grant, franchise, license, judgment, order, decree or other instrument or arrangement to which Buyer is a party or by which it or any of its Property is bound.

4.4 Approvals, Etc. No consent, permit or approval of, filing with or notice to any Governmental Agency or any other Person (whether or not governmental in character) is required to be obtained, made or given by Buyer in connection with the execution and delivery of this Agreement or the performance of and compliance with this Agreement.

4.5 To the extent that any die purchased under this Agreement contains images that are the intellectual property of a prior Medallic customer, Buyer will not produce a product using such dies without the express consent of the customer.

Section 5. BANKRUPTCY COURT MATTERS

5.1 The Sale Order. The Trustee shall use its best efforts to cause the Court to enter a Sale Order which contains, among other provisions requested by Buyer, the following provisions (it being understood that certain of such provisions may be contained in either the findings of fact or conclusions of law to be made by the Court as part of the Sale Order):

(a) the sale of the Assets by the Trustee to Buyer (1) is legal, valid and effectively transfers of the Assets; (2) will vest Buyer with all right, title and interest of the Bankruptcy Estate to the Assets free and clear of all Liens, claims, interests and encumbrances (other than Liens created by Buyer); and (3) constitute transfers for reasonably equivalent value and fair consideration under the United States Bankruptcy Code;

(b) all Persons are enjoined from taking any actions against Buyer (as they existed immediately prior to the Closing) to recover any claim which such Person has against the Bankruptcy Estate;

(c) provide that Buyer will not have any successor or transferee liability for liabilities (including with respect to taxes) of NWTM (whether under federal or state law or otherwise) as a result of or attributable to the sale of the Assets;

(d) Buyer has acted in good faith within the meaning of 11 U.S.C. § 363(m), the transactions contemplated by this Agreement are undertaken by Buyer and the Trustee at arm's length, without collusion and in good faith, and such parties are entitled to the protections of the Bankruptcy Code;

(e) directing turnover of the Purchased Assets to the Buyer;

(f) providing the Buyer the authority to terminate liens claims and encumbrances with respect to the Purchased Assets and Assumed Contracts by filing the Sale Order with the appropriate state or local government office; and

(g) the United States Bankruptcy Court for the Western District of Washington retains exclusive jurisdiction to interpret and enforce the provisions of this Agreement and the Sale Order in all respects; provided, however, that in the event the Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit

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the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

5.2 Bankruptcy Court Approval.

(a) As promptly as practicable after the date of this Agreement, the Trustee shall file, in form and substance satisfactory to Buyer in its sole and absolute discretion, the Sale Motion and proposed Sale Order. To the extent required by law, the Trustee shall timely notify all interested parties, including tax authorities.

(b) The Trustee shall cooperate with Buyer and its representatives in connection with the Sale Order and the Bankruptcy Case proceedings in connection therewith. Such cooperation shall include, but not be limited to, consulting with Buyer at Buyer's reasonable request concerning the status of such proceedings and providing Buyer with copies of requested pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Court.

Section 6. CONDITIONS TO CLOSING

6.1 Sale Order.

(a) The Trustee shall have received a copy of the Court-approved Sale Order in form and substance reasonably acceptable to Trustee.

(b) The Buyer shall have received a copy of the Court-approved Sale Order in form and substance reasonably acceptable to Buyer.

(c) A hearing shall have occurred no later than 5:00 p.m. on May 4, 2018, at which the Court has approved the sale to Buyer under the terms of this Agreement, notwithstanding the fact that the Order approving the sale may not be signed until subsequent to the hearing.

6.2 Schedules. The final form of schedules shall be mutually agreed upon by the parties.

Section 7. MISCELLANEOUS

7.1 Transactional Expenses. Seller and Buyer shall pay their own fees and expenses incident to the negotiation, preparation, execution, delivery and performance hereof, including, without limitation, the fees and expenses of its counsel, accountants and other experts.

7.2 Brokerage. Each party represents and warrants to the others that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement and, insofar as each party knows, no broker, finder or other Person is entitled to any brokerage commission or finder's fee in connection with any of such transactions. Buyer agrees to indemnify and hold harmless the Trustee from and against any Losses incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

7.3 Other Agreements Superseded; Waiver and Modification, Etc. This Agreement supersedes all prior agreements or understandings, written or oral, of Seller and Buyer relating to any form of acquisition of Seller or the business, and incorporates the entire understanding of the parties with respect thereto. This Agreement may be amended or supplemented only by a written instrument signed by the party against whom the amendment or supplement is sought to be enforced. The party benefited

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by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made by written instrument signed by the waiving party.

7.4 Survival. The covenants, representations and warranties made in this Agreement or made in writing pursuant hereto shall survive the Closing, and any investigation of the matters covered thereby by or on behalf of any party to whom they are made. Each party acknowledges that the other is entering into this Agreement and will consummate the transactions contemplated hereby, in reliance upon the express representations and warranties of the other party made in this Agreement or made in a writing delivered pursuant hereto.

7.5 Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

7.6 Notices. Any notice under or relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered or given by telex, machine-confirmed facsimile or email, receipt confirmed, or three (3) Business Days after a writing is deposited in the United States mail, first class postage or other charges prepaid and registered, return receipt requested, addressed as follows:

(a) If to Buyer:
Jerry Moran
Email: jmoran@medalcraft.com

(b) If to Seller:
Michael J. Gearin
K&L Gates LLP
925 Fourth Ave, Suite 2900
Seattle, WA 98104
Fax: (206) 370-6067
Email: Mike.Gearin@klgates.com

And to:

Mark Thomas Calvert, as Chapter 11 Trustee
Cascade Capital Group, LLC
1420 Fifth Avenue, Suite 3382
Seattle, WA 98101
Fax: (206) 370-6067
Email: mark@cascadecapitalgroup.com

7.7 Law Governing. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington applicable to Contracts made and to be performed in Washington, exclusive of its conflict of law rules. The parties agree that the Bankruptcy Court for the Western District of Washington, shall be the exclusive proper place of venue for any action, dispute, or controversy arising from or in connection with this Agreement.

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7.8 Successors; Assignability. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the Seller nor the Buyer may assign any of their rights or obligations hereunder without the consent of the other party. Any assignment made or purported to be made contrary to the provisions of this Section 7.8 shall be void and of no force or effect.

7.9 Time of Essence. Time is of the essence of this Agreement and all of the terms, conditions and provisions hereof.

7.10 Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. One party may execute one or more counterparts other than that or those executed by another party, without thereby affecting the effectiveness of any such signatures.

7.11 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third Person to any party hereto or give any third Person any right of subrogation or action over against any party hereto.

7.12 Further Assurances. The parties will reasonably cooperate with each other in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement, and will (a) furnish upon request to each other such further information, (b) execute and deliver to each other such other documents and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

Section 8. INTERPRETATION OF THIS AGREEMENT

8.1 Terms Defined. As used in this Agreement, the following terms have the respective meanings set forth below or in the location indicated:

Accounts Receivable – means the right to payment from customers of the Bankruptcy Estate in respect to products sold or services rendered to customers of the Bankruptcy Estate.

Agreement--this Asset Purchase Agreement, including the Exhibits and Schedules thereto.

Bankruptcy Code—means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended.

Business Day--any day which is not a Saturday, Sunday or a bank holiday in the State of Washington.

Contract--means any written agreement, contract, lease, license, promissory note, conditional sales contract, indenture, mortgage, deed of trust, commitment, undertaking, instrument or arrangement of any kind. Without limiting the generality of the foregoing, any agreement, commitment, undertaking or arrangement of any kind with a Governmental Agency shall constitute a "Contract" whether it was entered into voluntarily or pursuant to applicable law or in settlement of a claim or possible claim by such Governmental Agency, or otherwise.

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Cure Payments—means all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, pursuant to all applicable provisions of the Bankruptcy Code, the assumption by and assignment to Buyer of the Assumed Contracts. The amount of the Cure Payments is set forth on Schedule 1.1(b).

Governmental Agency--any federal, state, local or foreign government or any political subdivision thereof or any department, commission, board, bureau, agency, court, panel or other instrumentality of any kind of any of the foregoing.

Lien--any mortgage, deed of trust, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, claim, easement, right of way, covenant, condition or restriction, leasehold interest or any right of any kind of any other Person in or with respect to any Property.

Person--an individual, partnership, corporation, trust or unincorporated organization, or a Governmental Agency.

Property--any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible, and wherever located, including without limitation money.

Sale Motion – means the motion to be filed with the Court by Trustee seeking (a) approval of the terms and provisions of this Agreement and (b) authorization for the sale of the Assets by the Trustee, pursuant to 11 U.S.C. § 363.

Sale Order – means the order entered by the Court in form acceptable to the Trustee and Buyer.

8.2 References. All terms such as “herein,” “hereby” or “hereunder” refer to this Agreement as a whole. The use of the terms “including,” “include” and “includes” followed by one or more examples is intended to be illustrative and shall not be deemed or construed to limit the scope of the classification or category to the examples listed.

8.3 Headings. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted as though they did not appear herein.

8.4 Fair Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the drafter thereof.

8.5 Announcements. Seller shall not make any announcements to the public concerning this Agreement or the transactions contemplated hereby without the prior approval of Buyer. Notwithstanding any failure by Buyer to approve, Seller may make an announcement of substantially the same information as theretofore announced to the public by Buyer, but Seller shall in either case notify Buyer of the contents thereof reasonably promptly in advance of its issuance.

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Below is the Order of the Court.

**SIGNATURE PAGE –
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Seller:

Mark T. Calvert, in his capacity as Chapter 11 Trustee of
Northwest Territorial Mint, LLC

By: Mark Calvert, Trustee

Buyer:

The Medalcraft Mint, Inc.



By: Jerry Morahr

Title: *President*

Below is the Order of the Court.

**SIGNATURE PAGE –
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Seller:

Mark T. Calvert, in his capacity as Chapter 11 Trustee of
Northwest Territorial Mint, LLC



By: Mark Calvert, Trustee

Buyer:

The Medalcraft Mint, Inc.

By: Jerry Moran
Title: