

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:)
)
COMMERCIAL FLOOR CARE, LLC,) CASE NO. 16-02266-TOM
)
DEBTOR.) CHAPTER 11

**DEBTOR'S MOTION TO ASSUME, ASSIGN AND SELL
THE SANIGLAZE FRANCHISE FREE AND CLEAR OF ALL LIENS**

COMES NOW the Debtor, Commercial Floor Care, LLC, by and through its attorney of record, and moves this Honorable Court pursuant to 11 U.S.C. §§ 363 and 365 to authorize it to assume, assign and sell the SaniGLAZE Franchise (as defined below) free and clear of all liens, and to release SaniGLAZE (as defined below) from any and all claims and causes of action pursuant to Bankruptcy Rule 9019 in consideration for SaniGLAZE's consent to the assumption and assignment of the SaniGLAZE Franchise. As grounds for this motion, Debtor states as follows:

1. On June 6, 2016, Debtor filed with this Honorable Court a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code in order to reorganize its debt through a Plan of Reorganization under the protection of this statute.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334(b). This matter is a core proceeding under 28 U.S.C. Section 157.

3. Debtor is the owner of that certain Franchise Agreement for the Greater Montgomery Area Territory dated September 28, 2006 (the "SaniGLAZE Franchise") entered into by and between Debtor, as franchisee, and SaniGLAZE International, LLC ("SaniGLAZE"), as franchisor.

4. ServisFirst Bank has a first priority security interest in all intangible assets of the Debtor, including the SaniGLAZE Franchise.

5. Debtor has received an offer from Specialty Floor Solutions, LLC ("Purchaser") to purchase the SaniGLAZE Franchise for \$30,000.00 (\$25,000 to be paid at closing, with the remaining \$5,000 to be paid on or before May 1, 2017) (the "Non-Contingent Purchase Price"), plus an additional payment of \$7,500.00 that is contingent upon the renewal of the Veterans Administration contract for the Montgomery and Tuskegee Veterans Administration facilities for the U.S. Government fiscal year 2018 (as may be pro-rated, the "Contingent Purchase Price").

6. A copy of the *Assignment of Franchise Agreement* entered into by Debtor and Purchaser is attached hereto as **Exhibit "A"** (the "Sale Agreement"). Attached as Exhibit 1 to the Sale Agreement is a *Consent and Assignment and Assumption of Franchise Agreement* (the "Consent") entered into by Debtor, Purchaser, and SaniGLAZE, pursuant to which SaniGLAZE has

consented to the Debtor's assumption and assignment of the SaniGLAZE Franchise to Purchaser on the terms and conditions therein. The effectiveness of both the Sale Agreement and the Consent are subject to this Court's approval as sought herein.

7. On its Chapter 11 petition, Debtor scheduled the value of the SaniGLAZE Franchise as being approximately \$58,701.56 according to its historical cost as listed on the Debtor's balance sheet. However, this value also included service of the Birmingham area, which is no longer covered by the SaniGLAZE Franchise.

8. Debtor intends to use the sales proceeds to fund its Plan of Reorganization as follows:

- a. \$9,518.20 to be disbursed to Class 4 claimant, Milliken, to cure the royalty arrearage in furtherance of the Debtor's assumption of Milliken's Franchise Agreement.
- b. \$5,000.00 to be used as working capital and assist with funding of the Chapter 11 plan.
- c. \$10,481.80, plus any future proceeds paid to Debtor under the Sale Agreement (including, without limitation, the \$5,000.00 of the Non-Contingent Purchase Price to be paid on May 1, 2017, and the Contingent Purchase Amount, if applicable), to be disbursed to Class 1 claimant, ServisFirst Bank, in satisfaction of its lien against the SaniGLAZE Franchise.

9. Debtor avers that ServisFirst Bank consents to the sale of the SaniGLAZE Franchise and the Debtor's proposed use of the sale proceeds as provided for herein. *See* 11 U.S.C. §§ 363(f)(2).

10. Pursuant to Bankruptcy Rule 9019, Debtor further requests this Court to approve the Debtor's release of SaniGLAZE as provided for in the Consent. *See* Exhibit 1 to the Consent. Debtor avers that it is not aware of any claims or causes of action that it or its estate has against SaniGLAZE and, pending approval of this Court, Debtor has agreed to release SaniGLAZE in consideration for SaniGLAZE's consent to the assumption and assignment of the SaniGLAZE Franchise as contemplated herein and in consideration for SaniGLAZE's release of Debtor as provided for in the Consent. *See* Exhibit 2 to the Consent. Pursuant to the terms of the SaniGLAZE Franchise and applicable law, SaniGLAZE's consent is necessary for Debtor to assume and assign the SaniGLAZE Franchise as contemplated herein. *See* 11 U.S.C. §§ 365 (c) and (f). The Debtor avers that providing SaniGLAZE with a release in consideration for SaniGLAZE's consent to the assumption and assignment of the SaniGLAZE Franchise (and in consideration for SaniGLAZE's release of the Debtor) is fair and reasonable based on the facts and circumstances, and is in the best interests of the estate.

11. Debtor further avers that it has already proposed to assume and assign the SaniGLAZE Franchise in its Plan of Reorganization and requests that this sale be consummated prior to or in conjunction with the confirmation of the Debtor's Plan.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully moves this Honorable Court for an Order (1) approving the Sale Agreement and the Consent and authorizing the Debtor to assume, assign and sell the SaniGLAZE Franchise, free and clear of any liens, pursuant to the terms and conditions therein, (2) approving the Debtor's release of SaniGLAZE as provided for in the Consent and in consideration for SaniGLAZE's consent to the assumption and assignment of the SaniGLAZE Franchise, and (3) providing such further and different relief as is just and equitable.

Respectfully submitted this 18th day of November, 2016.



Steven D. Altmann
Attorney for Commercial Floor Care, LLC

OF COUNSEL:

NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, AL 35203
(205) 250-8400

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above Motion has been served on the following by placing a copy of same in the U.S. Mail, first-class postage prepaid and properly addressed on this 18th day of November, 2016.

Via E-mail: Thomas Corbett@alnb.uscourts.gov

Bankruptcy Administrator's Office
c/o J. Thomas Corbett, Esq.
Robert S. Vance Federal Building
1800 5th Avenue North
Birmingham, Alabama 35203

Parker Griffin, Esq.
Bradley Arant
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
Attorney for SaniGLAZE

James Henderson, Esq.
1210 Financial Center, 505 N. 20th St.
Birmingham, AL 35203-2605
Attorney for ServisFirst Bank

All Creditors listed on the Attached Matrix



OF COUNSEL

Label Matrix for local noticing
1126-2
Case 16-02266-TOM11
NORTHERN DISTRICT OF ALABAMA
Birmingham
Fri Nov 18 10:57:28 CST 2016

U. S. Bankruptcy Court
Robert S. Vance Federal Building
1800 5th Avenue North
Birmingham, AL 35203-2111

Accord Business Funding
3730 Kirby Drive
Houston, TX 77098-3905

Covington Flooring
709 1st Avenue North
Birmingham, AL 35203-3005

General Counsel
State Department of
Industrial Relations
Montgomery AL 36102

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Milliken
P.O. Box 1926
Spartanburg, SC 29304-1926

Pawnee Leasing Corp.
700 Centre Avenue
Fort Collins, CO 80526-1842

Schutz NA, LLC
4701 Bath Street
Building 46B
Philadelphia, PA 19137-2235

ServisFirst Bank
c/o James Henderson
1210 Financial Center, 505 N 20th St
Birmingham, AL 35203-2605

Commercial Floor Care, LLC
P.O. Box 530155
Birmingham, AL 35253-0155

3730 kirby drive #720
Houston, TX 77098-3933

Birmingham District Tax Office
P O Box 13156
Birmingham AL 35202-3156

Department of Revenue
Jefferson County Courthouse
Birmingham AL 35263

George Sims
2220 Manassas Drive
Birmingham, AL 35213-2309

Law Office of Thomas J. Skinner IV LLC
2164 11th Ave S
Birmingham AL 35205-2825

Milliken Services
Promotional Fund
P.O. Box 844252
Dallas, TX 75284-4252

Pawnee Leasing Corporation
3801 Automation Way, Ste 207
Fort Collins, CO 80525-5735

Secretary of the Treasury
1500 Pennsylvania Ave., NW
Washington, DC 20220-0001

Solid Holdings, LLC
Attn: Michael Crippen
3820 Rose Lake Drive
Charlotte, NC 28217-2833

SaniGLAZE International, LLC
c/o Bradley Arant Boulton Cummings, LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203-2120

AMERICAN OSMENT EQUIPMENT COMPANY
Attn: Tom Hamm
2923 5th Avenue South
Birmingham, AL 35233-2916

Central Fleet Leasing
3184 Cahaba Heights Rd
Birmingham, AL 35243-5217

EBF Partners, LLC
2001 NW 107 Avenue
Miami, FL 33172-2507

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

M&T Bank
P.O. Box 6335
Fargo, ND 58125-6335

On Deck
901 N Stuart St Ste 700
Arlington, VA 22203-4129

SaniGLAZE International, LLC
Attn: Percy Rosenbloom, III
115 Park Street
Jacksonville, FL 32204-2223

ServisFirst Bank
850 Shades Creek Pkwy
Suite 200
Birmingham, AL 35209-4463

Solid Holdings, LLC
c/o Womble Carlyle Sandridge & Rice
Attn: Matthew Ward, Esq.
222 Delaware Ave., Suite 1501
Wilmington, DE 19801-1682

State of Alabama Dept of Revenue
P O Box 320001
Montgomery AL 36132-0001

U.S. Securities and Exchange Commission
Branch of Reorganization
950 East Paces Ferry Road Ste 900
Atlanta, GA 30326-1382

United States Attorney
Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203-2101

Whitted Properties
7404 Morris Lane
Mc Calla, AL 35111-3363

Windsor
Karcher North America
Dept CH 19244
Palatine, IL 60055-0001

tate Department of Revenue
P O Box 1927
Pelham AL 35124-5927

J. Thomas Corbett
Bankruptcy Administrator
1800 5th Avenue North
Birmingham, AL 35203-2111

Steven D Altmann
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203-4274

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Internal Revenue Service
801 Tom Martin Dr
Birmingham AL 35211

(d)Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Accord Business Funding
3730 Kirby Drive
Houston, TX 77098-3905

(d)Covington Flooring
709 1st Avenue North
Birmingham, AL 35203-3005

(d)EBF Partners, LLC
2001 NW 107 Avenue
Miami, FL 33172-2507

(d)On Deck
901 N. Stuart Street
Suite 700
Arlington, VA 22203-4129

(d)Schutz NA, LLC
4701 Bath Street Building 46B
Philadelphia, PA 19137-2235

(d)Windsor Karcher North America
Dept CH 19244
Palatine, IL 60055-0001

End of Label Matrix
Mailable recipients 37
Bypassed recipients 6
Total 43

ASSIGNMENT OF FRANCHISE AGREEMENT

This **ASSIGNMENT OF FRANCHISE AGREEMENT** (this "Agreement") is entered into on this ___ day of November 2016, by and between **Commercial Floor Care, LLC**, an Alabama limited liability company ("Commercial Floor"), as assignor, and **Specialty Floor Solutions, LLC**, a Georgia limited liability company ("Specialty Floor"), as assignee.

RECITALS

WHEREAS, Commercial Floor is the owner of that certain Franchise Agreement for the Greater Montgomery Area Territory dated September 28, 2006 (the "Franchise Agreement") entered into by and between Commercial Floor, as franchisee, and SaniGLAZE International, LLC, a Florida limited liability company ("SaniGLAZE"), as franchisor;

WHEREAS, on or about June 6, 2016, Commercial Floor filed chapter 11 bankruptcy with the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court"), Case No. 16-02266-TOM (the "Bankruptcy Case");

WHEREAS, as a result of Commercial Floor's pending Bankruptcy Case, Commercial Floor's right, title and interest in the Franchise Agreement is currently property of Commercial Floor's bankruptcy estate pursuant to Section 541 of the Bankruptcy Code;

WHEREAS, Commercial Floor wishes to assign all of its right, title and interest in the Franchise Agreement, including the SaniGLAZE® Franchise awarded therein, to Specialty Floor;

WHEREAS, Specialty Floor wishes to acquire Commercial Floor's right, title and interest in the Franchise Agreement, including the SaniGLAZE® Franchise awarded therein;

WHEREAS, all respective members of both Commercial Floor and Specialty Floor consent to the assignment by Commercial Floor of its right, title and interest in the Franchise Agreement, including the SaniGLAZE® Franchise awarded therein, to Specialty Floor pursuant to the terms and conditions set forth herein; and

WHEREAS, subject to the terms and conditions set forth in that certain *Consent and Assignment and Assumption of Franchise Agreement* attached hereto as **Exhibit 1**(the "Consent"), SaniGLAZE has consented to the assignment of the Franchise Agreement as provided for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound, the parties agree as follows:

1) **Assignment**. Effective upon approval of this Agreement and the Consent by the Bankruptcy Court, and subject to the terms and conditions set forth in the Consent, Commercial

Floor hereby grants, sells, bargains, and conveys unto Specialty Floor, and its successors and assigns, all of its rights, title and interest in and to the Franchise Agreement.

2) **Purchase Price**. Upon approval of this Agreement by the Bankruptcy Court, and in consideration for the assignment set forth in Paragraph 1 above, Specialty Floor shall pay to Commercial Floor the following (collectively, the "Purchase Payments"):

a) the sum of Thirty Thousand and 0/100 Dollars (\$30,000.00) (the "Non-Contingent Purchase Payment") as follows: (i) Specialty Floor shall first pay Commercial Floor the sum of Twenty-Five Thousand and 0/100 Dollars (\$25,000.00) within seven (7) days of approval of this Agreement by the Bankruptcy Court, and (ii) Specialty Floor shall pay Commercial Floor the additional sum of Five Thousand and 0/100 Dollars (\$5,000) on or before May 1, 2017; and

b) the additional sum of Seven Thousand Five Hundred and 0/100 Dollars (\$7,500.00) (as may be pro-rated as set forth below, the "Contingent Purchase Payment") contingent upon notice from the Veterans Administration that the Veterans Administration contract/purchase order for the Montgomery and Tuskegee Veterans Administration facilities (the "VA Contract") will be continued and/or renewed for the U.S. Government fiscal year FY18 for an equal or greater amount than that for the FY17 contract/purchase order. If the VA Contract is continued and/or renewed for the U.S. Government fiscal year FY18 for an amount less than the FY17 contract/purchase order, the Contingent Purchase Payment shall be pro-rated based on the percentage of the FY18 contract/purchaser order divided by the FY17 contract/purchase order. If the VA Contract is not continued and/or renewed for the U.S. Government fiscal year FY18, Specialty Floor shall owe Commercial Floor no amounts other than the Non-Contingent Purchase Payment.

3) **Bankruptcy Court Approval**. This Agreement is contingent upon approval of this Agreement and the Consent by the Bankruptcy Court. Commercial Floor shall file a motion in the Bankruptcy Court to approve this Agreement and the Consent pursuant to Sections 363 and 365 of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Sale Motion") and shall serve a copy of the Sale Motion on the Bankruptcy Administrator, SaniGLAZE, ServisFirst Bank (as secured lender) and all other parties entitled to receive notice. This Agreement is conditioned upon approval of the Bankruptcy Court and shall terminate immediately and be null and void, of no force or effect whatsoever, and in no manner binding on any party hereto, if the Bankruptcy Court does not enter an order granting the Sale Motion and approving the terms and conditions of this Agreement and the Consent.

4) **Referral Fees/Commissions**. In the event this Agreement is approved by the Bankruptcy Court and the Franchise Agreement is assigned from Commercial Floor to Specialty Floor, Specialty Floor shall pay to Commercial Floor a referral fee/commission of Five Percent (5%) of the gross proceeds: (a) on any pending or open purchase orders or contracts within six (6) months from the date of the Bankruptcy Court's approval of this Agreement, and (b) from any referrals provided by Commercial Floor to Specialty Floors from the date of the Bankruptcy Court's approval of this Agreement through October 31, 2018 (collectively, the "Referral Fees").

5) **Non-Compete**. In the event this Agreement is approved by the Bankruptcy Court and the Franchise Agreement is assigned from Commercial Floor to Specialty Floor,

Commercial Floor agrees that for a period beginning on the date of the Bankruptcy Court's approval of this Agreement through October 31, 2018, Commercial Floor shall continue to comply with the competitive restrictions and confidentiality requirements of both the Franchise Agreement and the previous franchise agreement between Commercial Floor and SaniGLAZE dated April 1, 2005 (i.e. the Greater North Central Alabama Area Territory).

6) **Representations and Warranties.** Commercial Floor represents and warrants as follows: (a) Commercial Floor is lawfully seized of its interest in the Franchise Agreement, free and clear of all lien and encumbrances unless otherwise noted, and has a good right to sell and convey said interest; (b) the undersigned, constituting all of the members of Commercial Floor, have approved this Agreement, and, with the exception of receiving Bankruptcy Court approval, no approval, authorization or other action by, or filing with, any governmental official, board or authority is required in connection with the execution and delivery of this Agreement and the performance of the provisions hereof, except such approvals and authorizations as have been received, such actions as have been taken, and such filings as have been made; and (c) Commercial Floor will distribute from the Purchase Payments and Referral Fees any and all amounts as (and to whom) required by the Bankruptcy Court's Order approving the Sale Motion/this Agreement.

7) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Alabama without regard to its provisions on conflicts of law.

8) **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, with PDF or facsimile signatures, with the same effect as if all of the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Absent an original signature, it is hereby understood and agreed that a PDF or facsimile signature shall be binding upon the Parties and otherwise admissible under the Best Evidence Rule.

9) **Entire Agreement.** The parties agree, declare and represent that no promise, inducement, representation or agreement not herein expressed has been made to any party or caused them to enter this Agreement. The Agreement, together with the terms and conditions of Consent as incorporated herein, contains the entire and final agreement between the parties and there are no agreements, understandings, warranties or representations among the parties except as set forth herein and in the Consent. The terms of the Agreement are contractual and not a mere recital. This is a fully integrated agreement. It may not be altered or modified by oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all parties in interest at the time of the alteration or modification.

10) **Knowing and Voluntary Agreement.** The parties represent that they are represented by counsel of their choosing or that they have independently made their own analysis and decision to enter into this Agreement, and that they consider this Agreement to be fair and reasonable.

11) **Construction of Agreement.** Should any of the provisions or terms of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing

this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it, it being agreed that all parties and their counsel have participated in the preparation and review of this Agreement.

12) **No Waiver.** The parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

13) **Use of Headings and Captions in Agreement.** The headings and captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

{Signature Page Follows}

Commercial Floor Care, LLC

Dated: 11/17/16

By: [Signature]

Its: PRESIDENT

Print Name: GEORGE SIMS

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that George Sims whose name as President of **Commercial Floor Care, LLC**, an Alabama limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 17th day of November 2016.

[Signature]

NOTARY PUBLIC 9/28/19

(SEAL)

My Commission Expires:



Specialty Floor Solutions, LLC

Dated: 11/14/16

By: Steve Rosenblum

Its: President

Print Name: Steve Rosenblum

STATE OF Florida

COUNTY OF Duval

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Steve Rosenblum, Jr. whose name as President of **Specialty Floor Solutions, LLC**, a Georgia limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 14th day of November 2016.



Michele L. Yonash

NOTARY PUBLIC

(SEAL)

My Commission Expires:

EXHIBIT 1

Consent and Assignment and Assumption of Franchise Agreement
(see attached)

CONSENT AND ASSIGNMENT AND ASSUMPTION OF FRANCHISE AGREEMENT

THIS CONSENT AND ASSIGNMENT AND ASSUMPTION OF FRANCHISE AGREEMENT (this "Assignment") is between, SaniGLAZE INTERNATIONAL, LLC a Florida limited liability company (the "Franchisor" or "we," "us" or "our"), and COMMERCIAL FLOOR CARE, LLC (the "Assignor"), and SPECIALTY FLOOR SOLUTIONS, LLC (the "Assignee" or "you" or "your") for the Greater Montgomery Area Territory.

BACKGROUND INFORMATION

The Assignor entered into a franchise agreement with us dated September 28, 2006 (the "Agreement"). The Assignor wants to transfer the SaniGLAZE® Franchise awarded under the Agreement to you. You want to assume the Assignor's obligations under the Agreement. We are willing to consent to such assignment and assumption. In conjunction herewith, Assignor and Assignee have also entered into that certain Assignment of Franchise Agreement (the "Sale Agreement").

OPERATIVE TERMS

Accordingly, the parties agree as follows:

1. **Assignment.** The Assignor assigns and transfers all of its right, title and interest in and to its SaniGLAZE® Franchise and the Agreement to you, as of the Effective Date (as defined herein). After the Effective Date: (a) you have all of the rights, powers and privileges under the Agreement, as amended by this Assignment, to operate a SaniGLAZE® Franchise in accordance with the terms of the Agreement; and (b) the Assignor no longer has any rights to operate a SaniGLAZE® Franchise and relinquishes any rights it may have to do so.

2. **Assumption.** As of the Effective Date, you assume all of the obligations of the Assignor under the Agreement. The Agreement, as amended by this Assignment, will then govern the relationship between you and us.

3. **Acceptance and Consent.** In reliance on all of the foregoing, and on our receipt of the following:

- (a) Signed Assignment from the Assignor and you; and
- (b) Signed Release from the Assignor attached hereto as **Exhibit 1** (the "Franchisor Release").

we approve: (i) this Assignment; (ii) the assignment of the Agreement and SaniGLAZE® franchise to you; (iii) your assumption of the Agreement and all of the Assignor's obligations under it, (iv) the terms of the Sale Agreement, and (v) the release of Assignor attached hereto as **Exhibit 2** (the "Assignor Release").

4. **Post-Termination Compliance.** The Assignor (and its principal owners) agrees to comply with all post-termination obligations imposed by the Agreement, except those assumed by the Assignee, including all indemnification obligations, competitive restrictions and confidentiality requirements.

5. **Waiver of Current Agreement.** We waive any requirement we have that you sign the franchise agreement we are currently using to grant SaniGLAZE® Franchises.

6. **Amendment of Agreement.** Regardless of any inconsistent or conflicting provisions of the Agreement, you and we agree as follows:

- (a) **Fees:** You are not required to pay us:

- (i) The initial franchise fee described in the Agreement; or
- (ii) The transfer fee of \$2,500.

(b) **Training:** There will be no initial training since you are purchasing an existing franchise.

(c) **Equipment and Supplies:** Since you are purchasing an existing franchise and we are waiving the Initial Franchise Fee, we will not provide you with the Demo Cart and Supplies, the Initial Mailing, or the SGI Initial Product Order which are included as a part of the Initial Franchise Fee.

7. **Certain Conditions.** Notwithstanding any of the foregoing, this Assignment and the Assignor Release will not become effective unless and until (collectively, the "**Conditions Precedent**"):

(a) You or the Assignor has paid us all Continuing Royalties and other amounts due us or our affiliates under the Agreement;

(b) We have received the Assignment duly executed by the Assignor and you, and the Release duly executed by the Assignor; and

(c) The United States Bankruptcy Court for the Northern District of Alabama, Case No. 16-02266-TOM, has entered an order approving this Assignment, the Sale Agreement and the Franchisor Release.

8. **Incorporation of Terms and Precedence.** The provisions of this Assignment are an integral part of, and are incorporated into, the Agreement. Nevertheless, the provisions of this Assignment govern, control and supersede any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Assignment have the meanings as defined in the Agreement. Otherwise, the remaining terms of the Agreement remain in full force and effect and are binding on you and us.

9. **Background Information.** The background information is true and correct and is incorporated into this Agreement.

10. **Effectiveness.** This Assignment is subject to approval of the Bankruptcy Court. This Assignment shall be effective on the first day on which all of the Conditions Precedent have been satisfied (the "**Effective Date**").

Intending to be bound, the parties sign below:

THE "ASSIGNOR":

COMMERCIAL FLOOR CARE, LLC

By:  _____

George W. Sims, II, Owner

Date: 11/17/16

THE "ASSIGNEE":

SPECIALTY FLOOR SOLUTIONS, LLC

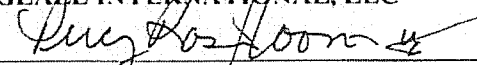
By:  _____

Steven M. Rosenbloom, Jr., President

Date: 11/14/16

THE "FRANCHISOR":

SaniGLAZE INTERNATIONAL, LLC

By:  _____

Percy Rosenbloom, III, President

Date: 11/14/2016

EXHIBIT 1

RELEASE

THIS RELEASE is given by Commercial Floor Care, LLC (as debtor and debtor in possession in the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court"), Case No. 16-02266-TOM (the "Bankruptcy Case")), on behalf of itself and its predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors, administrators, and its bankruptcy estate created by the commencement of its chapter 11 Bankruptcy Case (collectively, "we," "us" or "our"), to SaniGLAZE INTERNATIONAL, LLC and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, "you" or "your").

Effective on the Effective Date (as defined below), and as part of the consideration for your consent to the foregoing Consent and Assignment and Assumption of Franchise Agreement dated November __, 2016 (the "Consent"), we forever release and discharge you from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which we now have or ever had against you, including without limitation, anything arising out of that certain SaniGLAZE® Franchise Agreement dated September 28, 2006, the franchise relationship between you and us, and any other relationships between you and us, except for those continuing obligations under the Consent. This Release is effective for: (a) any and all claims and obligations, including those of which we are not now aware; and (b) all claims we have from anything which has happened up to now.

We are bound by this Release. We freely and voluntarily give this Release to you for good and valuable consideration and we acknowledge its receipt and sufficiency.

We represent and warrant to you that we have not assigned or transferred to any other person any claim or right we had or now have relating to or against any of you.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release shall be effective on the date that the Bankruptcy Court enters an order approving this Release (the "Effective Date"), notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

Commercial Floor Care, LLC

By: [Signature]

Its: PRESIDENT

Print Name: GEORGE SIMS

STATE OF Alabama
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that George Sims whose name as President of Commercial Floor Care, LLC, an Alabama limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 17th day of November 2016.

[Signature]
NOTARY PUBLIC 9/28/19

(SEAL)
My Commission Expires:

408774.1 03/06/02

EXHIBIT 2
RELEASE

THIS RELEASE is given by **SaniGLAZE INTERNATIONAL, LLC** and all of its predecessors, directors, officers, shareholders, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**," "**we**," "**us**" or "**our**") to **Commercial Floor Care, LLC** and its predecessors, directors, officers, shareholders (including George W. Sims, II), agents, affiliates, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**," "**you**" or "**your**").

Effective on the Effective Date (as defined below), and in accordance with the terms of that certain Consent and Assignment and Assumption of Franchise Agreement dated November __, 2016 (the "**Consent**"), we forever release and discharge you from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which we now have or ever had against you, including without limitation, anything arising out of that certain Franchise Agreement dated September 28, 2006 (the "**Agreement**"), the franchise relationship between you and us, and any other relationships between you and us, provided, however, this release shall not and does not include any fees now due us or due us from unreported or underreported revenue under the Agreement, those provisions of the Agreement which expressly survive termination including your indemnification of us, and the continuing obligations owing by you under the Consent.

We are bound by this Release. We freely and voluntarily give this Release to you for good and valuable consideration and you acknowledge its receipt and sufficiency.

We represent and warrant to you that we have not assigned or transferred to any other person any claim or right we had or now have relating to or against us.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release shall be effective as of the date that the United States Bankruptcy Court for the Northern District of Alabama (Case No. 16-02266-TOM) enters an order approving the Consent and your release of us (the "**Effective Date**"), notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned executes this Release:

SANIGLAZE INTERNATIONAL, LLC

By: [Signature]

Name: PERCY ROSENBLUM III

Title: PRESIDENT AND CEO

STATE OF Florida)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 14th day of NOV, 2016, by Percy Rosenbloom, III, who is personally known to me or has produced _____ (type of identification) as identification.

Michele L. Yonash
Signature of Notary
Printed Name of Notary Michele L. Yonash
Notary Public, State of FL
Serial Number of Notary FF 159636

