

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”), dated as of December 12, 2023, is made by and between Trendway Corporation, a Michigan corporation (“**Assignor**”), and Fellowes, Inc., an Illinois corporation (“**Assignee**”, and together with the Assignor, collectively, the “**Parties**”).

A. Assignor desires to transfer to Assignee all of Assignor’s right, title, and interest in, to and under that certain NASPO Master Agreement identified as Master Agreement #: MA3971 (as amended, modified, or supplemented to date, and including all purchase orders issued in connection therewith, the “**Assigned Contracts**”), and Assignee desires to receive from Assignor all of Assignor’s right, title, and interest in, to and under the Assigned Contracts and to assume all of Assignor’s liabilities under the Assigned Contracts (the “**Assumed Liabilities**” and such transactions, collectively, the “**Assignment**”).

B. The Assignment requires the prior written consent of the NASPO contracting officer in accordance with FAR 42.1204 (the “**Government Approval**” and the date such Approval actually occurs, if at all, the “**Approval Date**”).

C. The Parties are seeking the NASPO Approval.

The Parties, therefore, hereby agree as follows:

1. Sale, Assignment, and Assumption. Subject to and contingent upon NASPO's Approval, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title, and interest in, to and under the Assigned Contracts, effective as of the Approval Date. Subject to and contingent upon NASPO's Approval, Assignee hereby accepts such sale, assignment, transfer, conveyance and delivery of Assignor’s right, title, and interest in, to and under the Assigned Contracts, and, in connection therewith, hereby assumes and agrees to perform and discharge as and when due the Assumed Liabilities, effective as of the Approval Date.

2. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Entire Agreement. This Agreement contains the entire agreement among Assignor and Assignee with respect to the transactions contemplated herein and supersedes all previous oral and written agreements among Assignor and Assignee with respect to the transactions contemplated herein.

5. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed

copy of this Agreement delivered by facsimile, e-mail, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Agreement as of the date first set forth above.

ASSIGNOR:

TRENDWAY CORPORATION

By: James Fellowes
Name: James Fellowes
Title: Chairman of the Board

ASSIGNEE:

FELLOWES, INC.

By: 
Name: John Fellowes
Title: CEO

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Fellowes, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1789 Norwood Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Itasca, IL 60143

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

3 6 - 0 7 7 0 6 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **3. 7. 23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.