

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT
CASE TYPE: CIVIL OTHER

Court File No. ____-CV-____-____

In re Assignment for Benefit of Creditors of:

Northern Wholesale Supply, LLC and its subsidiaries B2C, LLC, Northern Sales & Consulting, LLC, Rocky Mountain RV, LLC, RV Excessories, LLC, and Southwest RV Parts Direct, LLC¹

THIS ASSIGNMENT is made this 15th day of November, 2024 by Northern Wholesale, Supply, LLC, B2C, LLC, Northern Sales & Consulting, LLC, Rocky Mountain RV, LLC, RV Excessories, LLC, and Southwest RV Parts Direct, LLC, each with a principal place of business at 6800 Otter Lake Rd, Lino Lakes, MN 55038 (each an “Assignor” and together, the “Assignors”), and Lighthouse Management Group, Inc., whose address is 900 Long Lake Rd Ste 180, New Brighton, MN 55112 (“Lighthouse” or the “Assignee”).

WHEREAS, the Assignors have been engaged in the business of supplying RV, powersport and marine parts and accessories, offering products from third-party vendors and Assignors’ own brands, including, without limitation, Quick Products, Extreme Max, Boat Lift Boss, and Ultra Legs (the “Business”).

WHEREAS, the Assignors are indebted to creditors and unable to pay debts as they become due and are desirous of having their assets liquidated through a private sale in order to provide for the payment of debts, so far as it is possible by an assignment of property for that purpose.

NOW, THEREFORE, each Assignor, in consideration of the recitals set forth above and incorporated as an integral part of this assignment, the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby assigns to the Assignee, and the Assignee's successors and assigns, each Assignor's property of every kind and nature, except the property as is exempt by law from levy and sale under an execution (and then only to the extent of the exemption), including but not limited to all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, general intangibles, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims, and demands belonging to the assignor, wherever the property may be located (hereinafter

¹ B2C, LLC, Northern Sales & Consulting, LLC, Rocky Mountain RV, LLC, RV Excessories, LLC, and Southwest RV Parts Direct, LLC are wholly-owned subsidiaries of Northern Wholesale Supply, LLC.

collectively the “Assignment Property”), including the property set forth on Schedule A attached hereto.

A list of the creditors of the Assignors is set forth in Schedule B annexed hereto.

By making this assignment, (i) each Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby assigns to the Assignee the Assignment Property and (ii) each Assignor consents to the appointment of the Assignee as a general receiver with respect to the Assignment Property in accordance with Minnesota Statutes, chapters 576 and 577. This Assignment does not constitute an assumption by the Assignee of any debt, obligation, or liability of the Assignors. Any claims made in connection with this matter shall be recoverable only in accordance with Minnesota Statutes, chapters 576 and 577, and not from the Assignor.

The Assignee (including all of Lighthouse's officers, directors, employees, representatives, attorneys, experts, independent contractors, consultants, shareholders, partners, principals, and agents) is entitled to all defenses and immunities provided at common law as provided for in Minn. Stat §576.28, even after the Assignee is discharged.

The Assignee shall take possession of and administer the Assignment Property and shall liquidate the Assignment Property with reasonable dispatch, collect all claims and demands hereby assigned as and to the extent they may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of the liquidations and collections in accordance with Minnesota Statutes, chapters 576 and 577.

The Assignee shall then pay and discharge in full, to the extent that funds are available from the Assignment Property after payment of expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignors, including interest on the debts and liabilities in full, in accordance with Minnesota Statutes, chapters 576 and 577.

To accomplish the purposes of this assignment, each Assignor hereby irrevocably appoints the Assignee as each Assignor's true and lawful attorney-in-fact, with full power and authority to do all acts and things which may be necessary to execute and fulfill the assignment hereby created, to the same extent as the acts and things might be done by each Assignor in the absence of this assignment, including, but not limited to, the power to demand and recover from all persons all Assignment Property; to sue for the recovery of Assignment Property; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances, and to grant and convey any or all of the real or personal property of the Assignment Property pursuant thereto; and to appoint one or more attorneys to assist the Assignee in carrying out the Assignee's duties hereunder.

Each Assignor hereby authorizes the Assignee to sign the name of each Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of any Assignors, or to sign the name of each Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purposes of this assignment.

Each Assignor declares, under penalty of perjury under the laws of the state of Minnesota, that the attached schedules of the Assignment Property, the Assignors and the creditors are true and complete to the best of each Assignor's knowledge.

Each Assignor acknowledges and agrees that by filing this Assignment, it submits to the jurisdiction of the Anoka County District Court (“Court”), that the Assignee is under the supervision of the Court, and that the Assignee shall have all of the powers and authority usually held by general receivers and reasonably necessary to accomplish the purposes stated in this Assignment by Minnesota law, as provided for under Minnesota Statutes, chapters 576 and 577. Without limiting any other power granted by Minnesota law or by the Court, the Assignee may:

1. collect the income and revenues of Assignors and may take control of the Assignment Property, including, but not limited to, the Assignors’ books and records; and specifically including all accounts maintained by the Assignors at any bank or financial institution.
2. operate any business constituting Assignment Property;
3. liquidate, operate, and sell the Assignment Property;
4. enter into or modify any all agreements that are necessary or advantageous to the liquidation, operation, or sale of the Assignment Property;
5. continue or terminate any contract necessary to the liquidation, operation or sale of the Assignment Property;
6. pursue or settle legal actions, claims or arbitrations on behalf of the Assignors and in the Assignors’ names;
7. pay obligations previously incurred by the Assignors, but only if deemed necessary by the Assignor for the preservation or enhancement of the Assignment Property;
8. apply the Assignors’ endorsement to any check received by the Assignee in the course of its duties and execute in the name of the Assignors any and all reports and other documents required to be executed in connection with the performance of the Assignee’s obligations hereunder;
9. change the locks and/or security codes on all entry/egress points to any property owned, occupied, or operated by the Assignors, and/or provide caretaking and/or security staff to monitor, inspect, and protect any such property, 24 hours a day, 7 days a week, if reasonably necessary to secure the Assignment Property;
10. sign any and all documents of conveyance, including asset purchase agreements, bills of sale, assignment and assumption agreement, and titles, necessary to transfer ownership of the Assignment Property;
11. hire the Assignors’ employees or former employees whom the Assignee deems reasonably necessary to assist in the liquidation or sale of the Assignment Property under such terms and conditions as the Assignee deems advisable. The Assignee will not be bound by the Assignor’s employment contracts, collective bargaining agreements, or employment practices, policies, or benefits;

12. utilize any and all of the Assignors' existing sales, use, or operating licenses and permits;
13. pursuant to Minn. Stat. § 576.44, without necessity of a court order, obtain secured financing on behalf of the Assignment Estate from any secured party under a financing facility existing at the time of the appointment; and
14. compel any person, including any of the parties, by subpoena pursuant to Rule 45 of the Minnesota Rules of Civil Procedure, to give testimony or to produce and permit inspection and copying of designated books, documents, electronically stored information, or tangible things with respect to the Assignment Property or any other matter that may affect the administration of the Assignment.

The Assignee hereby accepts the Assignment Property and agrees faithfully and without delay to carry out the Assignee's duties under the foregoing assignment.

[Signature Pages Follow]

MINNESOTA
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IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

**NORTHERN WHOLESALE SUPPLY,
LLC, Assignor**

By: *CS*
Its: CEO

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)



This foregoing instrument was acknowledged before me on the 15 day of November, 2024, by Chad Smith, CEO of Northern Wholesale Supply, LLC

Lindsay Westcott
Notary Public

ROCKY MOUNTAIN RV, LLC, Assignor

By: *CS*
Its: CEO


STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

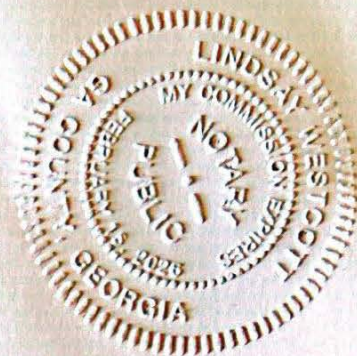


This foregoing instrument was acknowledged before me on the 15 day of November, 2024, by Chad Smith, CEO of Rocky Mountain RV, LLC

Lindsay Westcott
Notary Public

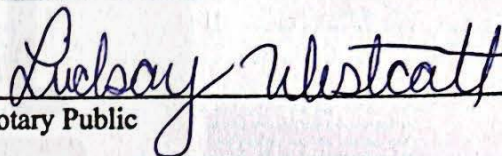
SOUTHWEST RV PARTS DIRECT, LLC,
Assignor

By: 
Its: CEO




STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This foregoing instrument was acknowledged before me on the 15 day of November,
2024, by Chad Smith, CEO of Southwest RV Parts
Direct, LLC


Notary Public

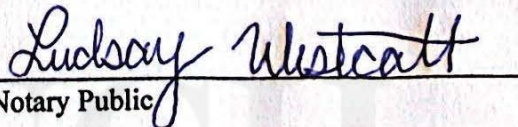
RV EXCESSORIES, LLC, Assignor

By: 
Its: CEO



STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This foregoing instrument was acknowledged before me on the 15 day of November
2024, by Chad Smith, CEO of RV Excessories,
LLC


Notary Public

**NORTHERN SALES & CONSULTING,
LLC, Assignor**

By: *Chad Smith*
Its: CEO

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This foregoing instrument was acknowledged before me on the 15 day of November,
2024, by Chad Smith, CEO of Northern Sales &
Consulting, LLC

Lindsay Westcott
Notary Public

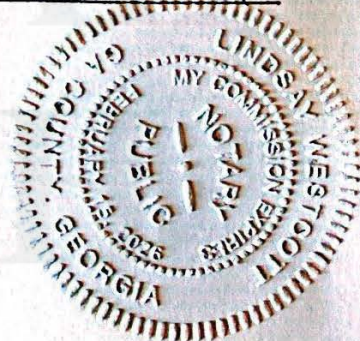
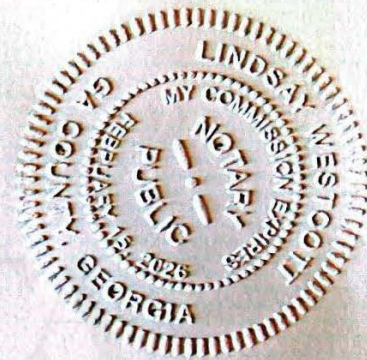
B2C, LLC, Assignor

By: *Chad Smith*
Its: CEO

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This foregoing instrument was acknowledged before me on the 15 day of November,
2024, by Chad Smith, CEO of B2C, LLC

Lindsay Westcott
Notary Public



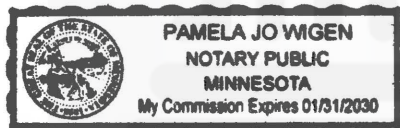
**LIGHTHOUSE MANAGEMENT
GROUP, INC.**, solely in its capacity as
Assignee pursuant to Minnesota Statutes
Chapter 577

By: [Signature]
Its: PRESIDENT

STATE OF MINNESOTA)
) SS
) Ramsey
COUNTY OF ~~ANOKA~~)

This foregoing instrument was acknowledged before me on the 15th day of November,
2024, by Timothy G Becker, President of Lighthouse
Management Group, Inc.

[Signature]
Notary Public



MINNESOTA
JUDICIAL
BRANCH

SCHEDULE A

ASSIGNMENT PROPERTY

Cash
Accounts Receivable
Other Accounts Receivable
Inventory
Prepaid Expenses

Capital in Process
Autos & Trucks
Equipment & Fixtures
Leasehold Improvements

Intangible Assets

ROU Assets



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SCHEDULE B**CREDITORS OF ASSIGNORS**

3M COMPANY
ABSOLUTE OUTDOOR, INC
AIRXCEL
ANDERSEN MANUFACTURING INC.
AP PRODUCTS
APPLETON GROUP
ARCO MARINE
ATTWOOD CORPORATION
ATTWOOD/GARELICK
ATWOOD MOBILE (FINISHED GOODS)
ATWOOD MOBILE PRODUCTS
B&W TRAILER HITCHES
BAL RV PRODUCTS GROUP
BARGMAN / TEKONSHA
BARKER MFG CO
BLACKSTONE PRODUCTS
BLUE OX
BOB'S MACHINE
BOSS AUDIO SYSTEMS
BREW CITY
BROWNELL BOAT STANDS
CAL-JUNE
CAMCO (EAZ LIFT)
CAMCO MFG
CAREFREE OF COLORADO
CDI ELECTRONICS
CISCO FISHING SYSTEMS
CLAM CORP
CLASSIC ACCESSORIES INC
CMC MARINE LLC
CMP GROUP LTD
COFAIR PRODUCTS, INC.
CONVERT-A-BALL HITCH SYSTEM
COPELAND COMFORT CONTROLS LP
CREATIVE PRODUCTS GROUP
CUMMINS SALES AND SERVICE
CUSHMAN & WAKEFIELD
DETHMERS MANUFACTURING COMPANY
DETMAR CORP
DEXTER AXLE COMPANY
DICOR CORPORATION

DIVERSITECH CORPORATION
DOMETIC AIR CONDITIONERS
DOMETIC AWNINGS
DOMETIC PARTS
DOMETIC REFRIGERATORS
DOMETIC SANITATION
DR SHRINK INC.
DURA FAUCET
DUTTON-LAINSON CO
ETERNABOND
FAN-TASTIC VENT
FEDERAL-MOGUL
FLOW-RITE CONTROLS
FOURMATION SALES
FPWP LLC
FULTON PERFORMANCE PRODUCTS
GARMIN INTERNATIONAL, INC.
GOLD EAGLE CO
GREENFIELD PRODUCTS, INC.
GROTE INDUSTRIES, LLC
HAIER RECREATIONAL SOLUTIONS
HENG'S
HIGHLINE WARREN LLC
HUGHES AUTOFORMERS
ICON TECHNOLOGIES LTD
IMTRA CORPORATION
INNOVATIVE LIGHTING INC
IOTA ENGINEERING
IPI INDUSTRIES
J L SONTAG
JACK-E-UP INC
JOHNSON OUTDOORS INC.
JOHNSON PUMPS OF AMERICA
JPMORGAN CHASE
JR PRODUCTS
KASCO MARINE INC
LENCO MARINE INC
LIFE INDUSTRIES CORPORATION
LIPPERT COMPONENTS
M & L MARINE
M C ENTERPRISES
MACRAY COMPANY
MARINCO
MARINCO / PARK POWER
MCGARD
MEDART INC

MEGUIARS INC
MICHIGAN WHEEL
MILENCO AMERICA LLC
MONDALE & ASSOCIATES
MONSTER TOWER
MOR/RYPDE INTERNATIONAL INC.
MTI INDUSTRIES
NATIONAL PRODUCT INC
NEWCORP INTERNATIONAL
NORCOLD
NORTEK GLOBAL HVAC
NOVAGARD SOLUTIONS
OPTRONICS
OUTDOORS INSIGHT INC
P&S SALES INC
PERKO
POWRTRAN INC
PRODUCT DEVELOPMENT GROUP
PROGRESSIVE DYNAMICS INC
PROPACK PACKAGING (BEST PROD)
PROSPEC ELECTRONICS
PULLIAM ENTERPRISES, INC.
REDTREE INDUSTRIES
REESE
REMCO INDUSTRIES
REP RITE BURK
RIECO-TITAN PRODUCTS INC
RIG RITE MANUFACTURING
RITCHIE NAVIGATION
RIVERSIDE MFG., LLC
ROADMASTER
ROCK TAMERS, LLC
RUSTIQUE ENTERPRISES, INC.
RV PIGTAILS, INC.
RV PRODUCTS
RV SAFE LLC
SAMLEX AMERICA
SCANSTRUT
SCOTT AERATOR CO LLC
SEA DOG
SHAKESPEARE
SHURFLO
SIERRA INTERNATIONAL
SMART SOLUTIONS, INC.
SMARTPLUG SYSTEMS, LLC
SOLIDIFY MANUFACTURING

SOUTHWIRE COMPANY, LLC
SPRINGFIELD MARINE CO
SR SPECIALTY RECREATION
STAR BRITE
STEVENS INSTRUMENT COMPANY
STROMBERG CARLSON PRODUCT
SUBURBAN MFG CO
SUNBELT MARKETING, INC.
TACO METALS
TAYLOR MADE
TAYLOR MADE POWER BIMINI
TEKNOR APEX COMPANY
TEMPRESS PRODUCTS INC
T-H MARINE SUPPLIES INC
THETFORD CORP
TIE DOWN ENGINEERING, INC.
TRAC ECOLOGICAL
TRAC OUTDOORS
TRAXSTECH
TURNING POINT PROPELLERS INC
UFLEX USA INC
V.P. PRODUCTS & SALES, INC.
VALTERRA POWER US, LLC
VALTERRA PRODUCTS, LLC
VICO PLASTICS
VIKING PLASTIC PACKAGING, INC.
WALEX PRODUCTS COMPANY, INC.
WESTLAND SALES
WFCO TECHNOLOGIES
WHITECAP INDUSTRIES
WINEGARD COMPANY
WYERS PRODUCT GROUP, INC
XANTREX LLC
XYLEM FLOW CONTROL
YAMAHA MOTOR CORP, USA