

**Mace Security International, Inc.**

**Supplemental Exhibits to**

**Annual Information and Disclosure Statement**

**December 31, 2016**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into on September 28 2016 (the "Effective Date"), by and between Mace Security International, Inc., a Delaware corporation ("Seller"), 4400 Carnegie Avenue, Cleveland, OH 44103, and SecureCheck LLC, a Texas limited liability company, 9800 Centre Parkway, Houston, TX 77036-8271 (the "Buyer"). The Buyer and Seller are referred to collectively herein as the "Parties," and individually as a "Party."

### BACKGROUND INFORMATION

A. The Seller, among other operations, owns and operates a surveillance business (the "Business").

B. Buyer and Seller have executed a Letter of Intent dated April 22, 2016 setting forth the basic terms and conditions of the sale of the Business.

C. The Buyer desires to purchase, and the Seller desires to sell, substantially all of the assets of the Business on the terms and conditions set forth herein.

### PROVISIONS

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Definitions. Certain terms used in this Agreement shall have the meanings set forth in Exhibit A. For ease of identification only, such terms are identified by initial capitals; provided, however, the inadvertent absence of such identifying characteristic shall be ignored in construction of this Agreement.

2. Purchase and Sale of Assets.

(a) Basic Transaction. On and subject to the terms and conditions of this Agreement, at the Closing, the Seller shall sell, convey, assign, transfer, and deliver to the Buyer, and the Buyer shall purchase, acquire, and accept delivery of, the following specifically listed assets owned by the Seller as of the Closing and used by the Seller in connection with the Business, other than the Excluded Assets (collectively, the "Assets"):

(i) customer lists and related accounts (the "Customers") used by the Seller in connection with the Business; and as more specifically identified on Schedule 2.(a)(i) attached to this Agreement;

(ii) all inventory (the "Inventory") as more specifically identified on Schedule 2.(a)(ii) attached to this Agreement;

(iii) all unfulfilled purchase orders, and obligations related to such purchase orders due and owing to Customers as of the date of the Closing, and all supplier contact information; and

(iv) the goodwill of the Business.

(b) Excluded Assets. Notwithstanding the foregoing, the Assets to be acquired by the Buyer from the Seller hereunder shall not include (i) cash, cash equivalents, accounts receivable, and deposits (other than as specified in Section 2(a)(iii)), (ii) any assets of Seller not directly related to the operation of the Business and not used exclusively in its operation, except the Assets as identified in Section 2(a) of this Agreement and as listed in the Schedules attached to this Agreement, (iii) Seller's data, files, and books and records (iv) Seller's trademark, service marks, and trade names, or Seller's rights to use any of the foregoing, including without any limitation, any MACE trademarks, trade names or service marks or rights to use them, logos, patents, patent applications, copyrights, trade secrets, know how, designs, ideas, processes, procedures, discoveries, inventions, computer programs, and other business, proprietary or confidential information, except as expressly licensed by Buyer to Seller in the License Agreement in the form of Exhibit E (the "License Agreement"), or (v) any other property (tangible or intangible) not otherwise specifically designated as Assets pursuant to Section 2(a) (the "Excluded Assets").

(c) Use of Mace Website/Phone Numbers.

(i) For six (6) months after the Closing, Seller agrees to redirect the web site traffic for promotion of the Assets from the web pages visible at www.mace.com/products/surveillance to either (a) a webpage containing an explanation (agreed to by the Parties) of the transfer of the Business with a link to Buyer's website provided by Buyer; or (b) a link to Buyer's website as provided by Buyer. The Parties agree to cooperate, and to cause their technical personnel to cooperate, to accomplish the redirection described in this Section 2(c)(i).

(ii) For the first six (6) months after the Closing, Seller agrees to redirect calls made to its toll free phone number 1-877-585-MACE (1-877-585-6223) or to its phone number 440-424-5321 for customer service calls related to the Assets that Seller sold to Customers before the Closing or Buyer sells after the Closing. For the next eighteen (18) months after the Closing, Seller will cause the surveillance sales and support options on the auto attendant menu to play a recorded voice message informing any caller of the new phone number for Buyer. The Buyer has sole responsibility for all customer service and servicing warranty claims with respect to the Assets; provided, however, Buyer shall only be financially responsible for customer service and warranty work for Assets as set forth in Section 2(e) of this Agreement.

(d) Method of Conveyance. The sale, conveyance, assignment, transfer, and delivery by the Seller of the Assets to the Buyer in accordance with Section 2(a) shall be effected at the Closing by the Seller's execution and delivery to the Buyer of a Bill of Sale and Assignment of Assets in the form of Exhibit B (the "Bill of Sale"). At the Closing, good, valid,

and marketable title to all of the Assets shall be conveyed, assigned, transferred, and delivered by the Seller to the Buyer pursuant to the Bill of Sale, free and clear of any and all Security Interests. The physical transfer of the Inventory and any other Assets that cannot be transferred electronically shall be effectuated no later than thirty (30) business days after the Closing to a location identified by Buyer. Buyer and Seller will cooperate to identify a shipper and make all associated arrangements and all costs associated with shipping inventory and other Assets will be borne by Seller.

(e) Assumed Obligations. At the Closing, the Buyer shall assume, and shall satisfy, perform, and discharge as the same shall become due, the Seller's liabilities and other obligations relating to customer service and servicing warranty claims related to the Assets, and with respect to the Customers as set forth in Schedule 2.(a)(i) to the extent that the Seller's rights thereunder are effectively transferred to the Buyer at the Closing, including, all obligations attendant to unfulfilled but existing purchase orders as of the date of the Closing, (collectively, the "Assumed Obligations"), provided, however, Buyer shall be financially obligated for customer service and warranty claims for sales by Buyer prior to Closing, sales related to unfulfilled purchase orders or for sales which occurred after the Closing. The cost for providing customer service and servicing warranty claims for Assets sold prior to the Closing shall either constitute an adjustment against the Purchase Price or reimbursement by Seller; provided, Buyer provides notice and proof of the actual cost incurred for any such customer service, servicing or warranty claims in accordance with Section 9(l).

(f) Excluded Liabilities. Except for the Assumed Obligations, the Buyer shall not assume or be responsible at any time for any Liability of the Seller, including, but not limited to, any Liabilities, obligations, debts, the Assets, or commitments of the Seller arising out of any action taken by the Seller prior to, or incurred prior to, the Closing, or incident to, arising out of or incurred with respect to, this Agreement and the transactions contemplated hereby (including any and all Taxes arising out of the transactions contemplated hereby), provided, this exclusion does not include any unfulfilled purchase orders existing at the Closing and assumed by Buyer as contemplated by Section 2(a) and (e) of this Agreement.

(g) Purchase Price. The purchase price for the Assets shall be Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Purchase Price"), which shall be paid, subject to the adjustments described in Sections 2(e) and 3, at the Closing by delivery of a secured cognovit promissory note (the "Note") in the principal amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) bearing interest at the rate of six and one-half percent (6.5%) per annum and due and payable in the form set forth on Exhibit C.

(h) The Closing. The closing of the transactions provided for in this Agreement shall occur and be effective as of the close of business on November 1, 2016 (the "Closing"). Time is of the essence.

(i) Deliveries at the Closing. At the Closing: (i) the Seller shall deliver to the Buyer the various items, certificates, instruments, and documents referred to in Section 7(a), and (ii) the Buyer shall deliver to the Seller the various items, certificates, instruments, and documents referred to in Section 7(b).

3. Adjustments to the Purchase Price. The operation of the Business and all revenues and expenses attributable thereto through the Closing shall be for the account of the Seller and thereafter shall be for the account of the Buyer. The following adjustments to the Purchase Price shall be paid or prorated in the manner provided below:

(a) All Taxes, if any, applicable to the conveyance and sale of the Assets to be transferred hereunder shall be borne by the Seller.

(b) All Taxes shall be prorated as of the Closing, except as specified in Section 3(a) of the Agreement.

(c) All Liabilities and other unconditional or contingent obligations of the Seller relating to the Business and not being assumed by the Buyer shall be paid by the Seller.

(d) A downward adjustment of the Purchase Price occurs if Gross Revenue attributable to the Customers identified on Schedule 2(a)(i) for the period from the Closing through and including the end of the sixth month after the Closing decrease 25% or more from the historical gross revenue amount for the six month period ended the last fiscal month end date prior to the Closing ("Gross Revenue"). The Purchase Price downward adjustment is calculated as follows: 5% of Purchase Price, or \$22,500, reduction for the first 25% decrease. Thereafter, a 1% of Purchase Price, or \$4,500, reduction for each subsequent 5% decrease. There is no adjustment of the Purchase Price for a decrease less than 25% or where the decrease in Gross Revenue is the direct result of any actions of Buyer, including, but not limited to, poor service or unreasonable price increases. Buyer and Seller shall provide written notice as provided in Section 9(i) of any loss of Gross Revenue upon notice of termination by a Customer. Any claim by Buyer under this Section 3(d) for a downward adjustment of the Purchase Price shall be made by written demand pursuant to Section 9(i) of this Agreement so as to be received no later than thirty (30) calendar days after the sixth month after the Closing. Failure to make such demand under and in accordance with this Section 3(d) shall bar any demand for a downward adjustment of the Purchase Price.

(e) All customer service and warranty work relating to sales which occurred on or before the Closing that are not reimbursed directly by the Seller and subject to provision of notice to the Seller in accordance with Section 2(e) and 9(l).

The foregoing adjustments shall be made, to the extent known, at the Closing. Any adjustments not determinable at the Closing shall be set off against the Note by the Seller, unless otherwise agreed to in writing by Seller, but in no event later than nine (9) months following the Closing; provided, Buyer delivers notice pursuant to this Section 3(d) and Section 9(i) of the Agreement.

4. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer that the statements contained in this Section 4 are correct and complete as of the date of the Effective Date of this Agreement. Notwithstanding, Seller shall ratify the representation made herein, in writing, at the Closing.

(a) Organization, Qualification, Power, and Authorization. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and authorized to do business in Ohio. The Seller has full power and authority and all material licenses, permits, and authorizations necessary to carry on the Business. This Agreement constitutes a valid and binding obligation of the Seller. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized, adopted, and approved by all necessary actions of the Seller.

(b) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate, conflict with, or result in a material breach of the Seller's Certificate of Incorporation, Bylaws, or any agreement to which the Seller is a party or by which the Seller is bound in a manner that will have a material adverse effect upon the transactions contemplated by this Agreement. The Seller does not need to give any notice to, making any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(c) Brokers' Fees. The Seller has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(d) Legal Compliance. To the Seller's Knowledge, the Seller has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against the Seller alleging any failure so to comply.

(e) Tangible Assets. Each tangible Asset is sold "AS IS, WHERE IS" as long as the tangible Asset is operating properly at the time of Closing. No warranty, implied or otherwise, is provided by Seller for any of the tangible Assets beyond date of Closing, except any manufacturer's warranty provided to Seller by the manufacturer of any Asset(s) to the extent such manufacturer's warranty is assignable by Seller to Buyer.

(f) Customer. Schedules 2(a)(i) and (ii) list all material Customers and other material agreements of any nature whatsoever to which the Seller is a party and which affect the Assets or the Business. With respect to each such agreement that is an Assumed Obligation: (i) the agreement is legal, valid, binding, enforceable, and in full force and effect, (ii) to the Seller's Knowledge, the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby, (iii) neither the Seller nor to the Seller's Knowledge, any other party to

such agreement is in material breach or default, and no event has occurred which, with notice or lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the agreement, and (iv) no party has repudiated in writing any material provision of the Agreement.

(g) Litigation. No action, suit or proceeding related to the Business is pending or, to the Knowledge of the Seller, threatened before any court or administrative agency of any federal, state or local jurisdiction or before any arbitrator, and the Seller is not subject to any outstanding injunction, judgment, order or decree.

5. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller that the statements contained in this Section 5 are correct and complete as of the Effective Date of this Agreement:

(a) Organization of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) Authorization of Transaction. The Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer enforceable in accordance with its terms and conditions. The Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will: (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject, or any provision of its Articles of Organization or its Operating Agreement, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject.

(d) Brokers' Fees. The Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

6. Post-Closing Covenants. The Parties agree as follows with respect to the period following the Closing.

(a) Terms of the Agreement. Neither the Seller nor the Buyer shall disclose the financial terms of this Agreement to any third party other than their accountants and attorneys in connection with the transaction contemplated under this Agreement, except as and as required by applicable law or court order or to comply with any financial reporting requirements of Seller.

(b) Transitional Services. The Seller shall provide reasonable assistance without charge to the Buyer (but at no cost to itself) in transitioning Customers and sales of the Seller's products as part of the Business to the Buyer for a period of ninety (90) calendar days following the Closing, including, but not limited to, facilitating introductions to each Customer.

7. Closing Conditions.

(a) Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) The Buyer shall have received a duly executed Bill of Sale.

(ii) The Seller shall have delivered to the Buyer a Secretary's Certificate certifying that the Seller's directors by majority consent have authorized it, and its officers on behalf of the Seller, to execute, deliver, and perform this Agreement, the Bill of Sale, and all other documents to be executed in connection with this Agreement.

(iii) The Seller shall have executed and delivered the Security Agreement in the form attached hereto as Exhibit D (the "Security Agreement").

(iv) The Seller shall have delivered to the Buyer such other instruments and documents as may be reasonably required by the Buyer or the Seller as to any matter required or necessitated by this Agreement.

(v) The Seller shall have executed and delivered the License Agreement.

(vi) To the extent there are any material changes, Seller will provide revised schedules 2.(a)(i) and 2.(a)(ii) at Closing.

The Buyer may waive any condition specified in this Section 7(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) The Seller shall have received the Note, duly executed in Ohio by the Buyer.

(ii) The Buyer shall have delivered to the Seller authorization certifying that the Buyer's members by majority consent have authorized it, and its manager or officers on behalf of the Buyer, to execute, deliver, and perform this Agreement and all other documents to be executed in connection with this Agreement.



(iii) The Buyer shall have executed and delivered the Security Agreement.

(iv) The Buyer shall have delivered to the Seller such other instruments and documents as may be reasonably required by the Buyer or the Seller as to any matter required or necessitated by this Agreement.

(v) The Buyer shall have executed and delivered the License Agreement.

The Seller may waive any condition specified in this Section 7(b) if it executes a writing so stating at or prior to the Closing.

8. Remedies for Breaches of this Agreement.

(a) Survival of Representations and Warranties. All of the representations and warranties of the Parties contained in this Agreement shall survive the Closing (even if the damaged Party knew or had reason to know of any misrepresentation or breach of warranty or covenant at the time of Closing) and continue in full force and effect thereafter for a period of one (1) year (subject to any applicable statutes of limitations).

(b) Indemnification Provisions for Benefit of the Buyer.

(i) In the event the Seller breaches (or in the event any third party alleges facts that, if true, would mean the Seller breached) any of its representations, warranties, agreements, and covenants contained herein, the Seller agrees to indemnify the Buyer and its members from and against the entirety of any Adverse Consequences the Buyer or its members may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach or the alleged breach. Further, Seller indemnifies and holds Buyer harmless for all claims, damages, losses of any kind and nature, including its attorneys' fees, with respect to the Assets and which arise or accrue on or before the Closing, including, but not limited to, claims for warranty work or customer service related to sales prior to the Closing.

(ii) The Seller agrees to indemnify the Buyer and its members, managers, and officers from and against the entirety of any Adverse Consequences the Buyer or its managers, members, and officers may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Seller's operation of the Business or ownership of the Assets prior to the Closing, except with respect to any Assumed Obligations.

(c) Indemnification Provisions for Benefit of the Seller.

(i) In the event the Buyer breaches (or in the event any third party alleges facts that, if true, would mean the Buyer has breached) any of its representations, warranties, agreements, and covenants contained herein, the Buyer agrees to indemnify

the Seller from and against the entirety of any Adverse Consequences the Seller may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach or the alleged breach.

(ii) The Buyer agrees to indemnify the Seller and its directors and officers from and against the entirety of any Adverse Consequences the Seller or its directors and officers may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Buyer's operation of the Business or ownership of the Assets after the Closing and with respect to any Assumed Obligations.

(d) Indemnification Threshold and Cap. Notwithstanding any other provision of this Agreement, neither the Buyer nor the Seller shall have any right to assert any indemnification claims under this Section 8 unless and until the claims asserted thereunder exceed five thousand dollars (\$5,000.00) in the aggregate, in which event the Party seeking indemnification shall be entitled to recover the entire amount of such claims. The Seller's collective and aggregate indemnification obligations under this Section 8 shall be capped at an amount equal to the Purchase Price actually paid to the Seller.

(e) Net Indemnification. All indemnification claims recovered by either the Buyer or the Seller under this Section 8 shall be net of all insurance proceeds and recoveries from third party to which such indemnified Party is entitled.

## 9. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the attached exhibits and schedules, constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the Parties.

(b) Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Cuyahoga County, Ohio, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

(c) Assignment. This Agreement may not be assigned or transferred in whole or in part by any Party. Any purported assignment without the express written consent of the other Party is void.

(d) Binding Effect. This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective Parties.

(e) Waiver. Any waiver of a right under this Agreement must be in writing. Any waiver of a particular default shall constitute a waiver of such default only and not

of any other default by the non-waiving Party. Any waiver of a specific right or remedy under this Agreement shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving Party.

(f) WAIVER OF JURY TRIAL. THE BUYER AND THE SELLER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. THIS WAIVER SHALL NOT IN ANY WAY AFFECT THE SELLER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THE NOTE OR IN ANY RELATED INSTRUMENT OR AGREEMENT. NEITHER THE BUYER NOR THE SELLER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE BUYER OR THE SELLER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

(g) Captions. The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(h) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

(i) Further Acts. Consistent with the terms and conditions hereof, each Party shall execute and deliver all instruments, certificates, and other documents and shall perform all other acts which any other Party may reasonably request in order to carry out this Agreement and the transactions contemplated hereby.

(j) Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any Person other than the Parties, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(k) Severability. The Parties agree that if any part, term, or provision of this Agreement shall be found illegal and unenforceable by any court of law, the remaining provisions shall be severable, valid, and enforceable in accordance with their terms.

(l) Notices. Notice from one Party to another relating to this Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address set forth below by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, or (iii) Federal Express, Airborne Express, or like overnight courier service. Notice made in accordance with this Section 9(l) shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business

day after mailing if mailed by registered or certified mail, or the next business day after deposit with a nationally recognized overnight courier service if delivered for next day delivery.

(i) If to the Seller, addressed to:

Mace Security International, Inc.  
4440 Carnegie Avenue  
Cleveland, OH 44103  
Attn: John McCann, CEO & President

With a copy to:

Nancy A. Valentine, Esq.  
Ice Miller LLP  
600 Superior Avenue East, Suite 1701  
Cleveland, OH 44114

(ii) If to the Buyer, addressed to:

SecureCheck, LLC  
9800 Centre Pkwy, Suite 120  
Houston, TX 77036-8271  
Attn: Jack Molho, CEO

With a copy to:

Gus E. Pappas  
Dabney Pappas  
1776 Yorktown, Suite 425  
Houston, TX 77056

Any Party may, from time to time, by written notice to the other Party, designate a different address, which shall be substituted for the one specified above for such Party.

(m) Investigation. The Buyer acknowledges that it has had the opportunity to conduct due diligence and investigation with respect to this transaction. The Buyer further acknowledges that, to the extent the Buyer, or any of the Buyer's advisors, agents, consultants, or representatives, by reason of such due diligence and investigation, knew or should have known that any representation and warranty made herein by the Seller is or might be inaccurate, this constitutes a release and waiver of any and all actions, claims, suits, damages or rights to indemnity, at law or in equity, against the Seller by the Buyer arising out of breach of that representation and warranty. Nothing herein, however, shall affect Buyer's right to a downward adjustment as specifically provided in Sections 2(e) and (3).

(n) Pronouns. The use of any gender pronoun shall be deemed to include all other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(o) Interpretation. This Agreement is to be deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any Party, but shall be interpreted according to the rules for the interpretation of arm's length agreements.

(p) Consequential Damages. No party shall be entitled to recover from the other any indirect or consequential damages for any breach of the Agreement.

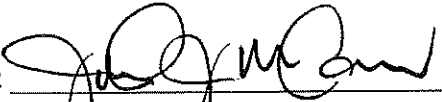
(q) Attorneys' Fees and Costs; Prevailing Party. In the event of any dispute between the parties arising in connection with this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and costs, in addition to all other sums to which it may be entitled.

[The signature page follows.]

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

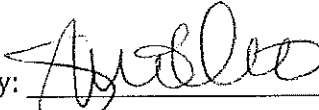
SELLER:

MACE SECURITY INTERNATIONAL,  
INC.

By:   
Its: CEO & President

BUYER:

SECURECHECK, LLC

By:   
Its: CEO

## EXHIBIT A

### DEFINITIONS

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, Security Interests, obligations, Taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and expenses.

"Agreement" has the meaning set forth in the preface to the Agreement.

"Assets" has the meaning set forth in Section 2(a) of the Agreement.

"Assumed Obligations" has the meaning set forth in Section 2(e) of the Agreement.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Bill of Sale and Assignment of Assets" has the meaning set forth in Section 2(d) of the Agreement.

"Business" has the meaning set forth in the Background Information of the Agreement.

"Buyer" has the meaning set forth in the preface of the Agreement.

"Closing" has the meaning set forth in Section 2(h) of the Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Customers" has the meaning set forth in Section 2(a)(i) and as more specifically on Schedule 2.(a)(i) attached to this Agreement.

"Excluded Assets" has the meaning set forth in Section 2(b) of the Agreement.

"Gross Revenue" has the meaning set forth in Section 3(d) of the Agreement.

"Inventory" has the meaning set forth in Section 2(a)(ii) and as more specifically on Schedule 2.(a)(ii) attached to this Agreement.

"Knowledge" means actual knowledge of John McCann and Mace Security International, Inc.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"License Agreement" has the meaning set forth in Section 2(b) of the Agreement.

"Note" has the meaning set forth in Section 2(g) of the Agreement.

"Party" and "Parties" each have the meaning set forth in the preface of the Agreement.

"Person" means an individual, a proprietorship, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity (or any department, agency, or political subdivision thereof), or any other business enterprise.

"Purchase Price" has the meaning set forth in Section 2(g) of the Agreement.

"Security Agreement" has the meaning set forth in Section 7(a)(iii) of the Agreement.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, hypothecation, claim, restriction on use, or other security interest of any kind, or any rights of others, however evidenced or created (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of any agreement to give any financing statement under the lien notice records or other similar legislation of any jurisdiction).

"Seller" has the meaning set forth in the preface of the Agreement.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, commercial activity, profits, withholding, social security (or similar), unemployment, disability, workers' compensation, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax or premium of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not related to the Business.



Exhibit 18.4

**Employment Agreement dated November 21, 2012 by and between  
Mace Security International, Inc. and John J. McCann**

Effective as of January 9, 2012, the Company entered into an employment agreement with John J. McCann, the Company's President and Chief Executive Officer (the "McCann Employment Agreement"). The McCann Employment Agreement has an initial term ending December 31, 2015 and is automatically renewable for one (1) year periods thereafter, unless either party gives the other notice of its election not to renew the agreement. The McCann Agreement provides for annual salary adjustments at the discretion of the Board of Directors. Mr. McCann is eligible to receive an annual bonus at the discretion of the Board of Directors and upon the achievement of certain objectives. The Company is required to provide Mr. McCann certain other typical benefits. If Mr. McCann's employment is terminated by the Company without cause, he will be entitled to severance as defined in the McCann Employment Agreement.

Exhibit 18.5

**Employment Agreement dated January 1, 2014 by and between  
Mace Security International, Inc. and Carl R. Smith**

Effective as of January 1, 2014 the Company entered into a new employment agreement with Carl R. Smith, the Company's Chief Financial Officer, Treasurer, and Senior Vice President of Operations (the "Smith Employment Agreement"). Mr. Smith's prior employment agreement expired on December 31, 2013. The Smith Employment Agreement has an initial term ending December 31, 2015 and is automatically renewable for one (1) year periods thereafter, unless either party gives the other notice of its election not to renew the agreement. The Smith Agreement provides for annual salary adjustments at the discretion of the Board of Directors. Mr. Smith is eligible to receive an annual bonus at the discretion of the Board of Directors. The Company is required to provide Mr. Smith certain other typical benefits. If Mr. Smith's employment is terminated by the Company without cause, he will be entitled to severance as defined in the Smith Employment Agreement.