

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM335850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zombie, Inc.		01/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Builder Box, LLC		
Doing Business As:	Hardsuit Labs		
Street Address:	4025 Delridge Way Southwest, Suite 210		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98106		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85451312	BLACKLIGHT RETRIBUTION	
Serial Number:	86114379	ZCURE	
Serial Number:	85855181	ZOMBIE CURE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	Andy.Kipling@hardsuitlabs.com		
Correspondent Name:	Builder Box, LLC		
Address Line 1:	4025 Delridge Way Southwest, Suite 210		
Address Line 4:	Seattle, WASHINGTON 98106		
NAME OF SUBMITTER:	Joanna Alexander		
SIGNATURE:	/Joanna Alexander/		
DATE SIGNED:	03/22/2015		
Total Attachments: 26			
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source=Asset Purchase Agreement#page16.tif
source=Schedule 2.2.1 2-Year Note#page1.tif
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source=Schedule 2.2.1 2-Year Note#page3.tif
source=Schedule 2.2.1 5-Year Note#page1.tif
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source=Schedule 2.2.1 5-Year Note#page3.tif
source=Schedule 2.2.2 Bill of Sale#page1.tif
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is entered into effective as of January 1, 2015 ("**Effective Date**") between Zombie, Inc. a Delaware corporation ("**Seller**") and Builder Box, LLC, a Washington limited liability company d/b/a Hardsuit Labs ("**Buyer**").

The parties agree as follows:

1. Agreement to Sell and Purchase

1.1 Agreement to Sell and Purchase Acquired Assets. Effective as of the Effective Date, Seller hereby sells and Buyer hereby purchases all of Seller's right, title and interest in and to the following assets ("**Acquired Assets**"):

- (a) Computer Hardware. The computer hardware listed on Schedule 1 ("**Computers**").
- (b) Computer Lease. The lease of three computers, described on Schedule 2 ("**Computer Lease**"), with all associated obligations.
- (c) Computer Software. All of Seller's right, title and interest in and to its proprietary Blacklight computer software and all related agreements (such agreements include: (i) Blacklight PS4 –America/Europe Agreement; (ii) Sony Asia Agreement (the "**Sony Asia Agreement**"); (iii) Blacklight PC – Perfect World Agreement; (iv) Blacklight PC-SE Asia Licensing agreement (IAH); and (v) Blacklight PC – Perfect World Europe BV Licensing Agreement (Russia)) (collectively, the "**Proprietary Software**") and Seller's right to use the its third-party computer software listed on Schedule 1 ("**Third Party Software**") (subject to Seller's retained right to use all Third Party Software, royalty-free, through February 28, 2015).
- (d) Trademarks. Seller's rights, if any, in the following trademarks: "ZCure," "Blacklight Retribution," "Zombie Cure" and "Zpatcher" ("**Trade Marks**").
- (e) Customer List. Seller's customer list (whether current or prior) and customer account histories for customers or prospective customers whether stored in written form, magnetic or electronic media ("**Customer Data**").
- (f) Contracts. Seller's rights and obligations pursuant to the following Customer contracts ("**Contracts**"):
 - 1. Support Agreement with Epic ("**Epic Agreement**")
 - 2. Development Agreement with NVIDIA ("**NVIDIA Agreement**")

3. Manhattan Agreement with Microsoft ("**Microsoft Agreement**")
4. Development Agreement with Hi-Rez – Smite ("**Hi-Rez – Smite Agreement**")
5. Development Agreement with Major League Gaming - DOTA ("**MLG Agreement**")

1.2 Excluded Assets. Except as specifically provided in Section 1.1, above, Buyer shall not purchase any of Seller's assets or rights including, without limit, the following ("**Excluded Assets**"):

- (a) Cash, Cash Equivalents, and Accounts Receivable. Cash on hand, bank accounts, and cash equivalents or instruments, and accounts receivable.
- (b) Goodwill; Intangible Assets. The rights to Seller's name, URL, phone number and other aspects of its goodwill.
- (c) Other Excluded Assets. The rights to the revenue from the PC program "Daylight," all fixtures and all furniture.

2. Purchase Price

2.1 Amount of Purchase Price. The purchase price ("**Purchase Price**") shall be the parties' agreed fair market value of the Acquired Assets, as follows:

Acquired Asset	Agreed Fair Market Value
Computers	\$80,460
Computer Lease	\$0
Proprietary Software, Customer Data Trademarks	\$150,000
Third Party Software	\$17,943
Epic Agreement	\$20,000
NVIDIA Agreement	\$0
Microsoft Agreement	\$5,000
Hi-Rez – Smite Agreement	\$10,000
MLG Agreement	\$1,000
Total Purchase Price	\$284,403

2.2 Payment of Purchase Price. The Purchase Price shall paid by Buyer's delivery to Seller of two (2) promissory notes totaling the full amount of the Purchase Price in the forms attached hereto and incorporated herein as Schedule 2.2.1 (the "**Notes**"). The Notes will provide that the full principal balance thereof will accrue interest at three percent (3%) per annum, *provided*, that if the entire balance is not paid when due, interest shall accrue on the entire amount owing from the date due until paid at nine percent (9%) per year. All amounts remaining unpaid

under the Notes will be due and payable in full on the respective due dates on the Notes (January 15, 2017, with respect to the Purchase Price for the Contracts and December 31, 2019 with respect to the Purchase Price for all other Acquired Assets). Simultaneously with the delivery of the Notes, Seller shall deliver possession of the Acquired Assets to Buyer and sign the bill of sale ("**Bill of Sale**") in the form set forth as Schedule 2.2.2.

3. Working Capital Loan. At any time or times on or before February 15, 2015, upon Buyer's written request, Seller shall lend to Buyer up to an aggregate of Eighty Thousand Dollars (\$80,000) for the purpose of funding Buyer's ongoing operations (including interest thereon, the "**Loan**"). The full principal balance outstanding from time to time shall accrue interest at the three percent (3%) per year *provided*, that if the entire balance is not paid when due, interest shall accrue on the entire amount owing from the date due until paid at nine percent (9%) per year. The full amount borrowed pursuant to the Loan plus all accrued but unpaid interest, shall be due and payable on March 31, 2015. Notwithstanding anything contained in this Agreement to the contrary, until the Loan is paid in full, Seller shall continue to directly receive all payments made on the Playstation Store Retail Agreement, and shall apply all amounts received to the repayment of the Loan (*provided* that all such payments received and applied by Seller shall be treated as the taxable income of Buyer). Once the Loan is repaid in full, Seller and Buyer will take all steps needed to arrange for Buyer to receive all subsequent payments under the Playstation Store Retail Agreement.

4. Assumption of Obligations and Liabilities by Buyer. Effective as of the Effective Date Buyer assumes, agrees to perform and will indemnify, defend and hold Seller harmless against all of Seller's liabilities or obligations arising after the Effective Date pursuant to the following ("**Assumed Liabilities**"): (i) all obligations under the Computer Lease; and (ii) all obligations under the Contracts, but only to the extent that such liabilities and obligations do not relate to any breach, default, or violation by Seller on or prior to the Effective Date. Other than the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created, and Seller will duly and timely pay, perform and discharge in full and of Seller's liabilities other than the Assumed Liabilities.

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

5.2 Authorization. Seller has the full power and authority to enter into this Agreement and to carry out its obligations contained herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Seller's Board of Directors and shareholders and no other corporate action is required.

5.3 No Violation. The execution, delivery and performance by Seller of this Agreement and of the documents to be delivered hereunder, and the consummation by Seller of

the transactions contemplated hereby, does not: (a) violate any law, rule, regulation, judgment, order, decree, or statute applicable to Seller; or (b) violate any organizational documents of Seller.

5.4 Title to Acquired Assets. Seller owns and has good title to the Acquired Assets. Buyer will receive good and marketable title to the Acquired Assets, free and clear of any claims, liens, pledges or encumbrances created by or on behalf of Seller.

5.5 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Acquired Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

6. Representations and Warranties of Buyer. Buyer represents and warrants to the Seller as follows:

6.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington, with all requisite limited liability company power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

6.2 Authorization. Buyer has the full power and authority to enter into this Agreement and to carry out its obligations contained herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Buyer's managers and members and no other limited liability company action is required.

6.3 No Violation. The execution, delivery and performance of this Agreement by Buyer does not violate any law applicable to Buyer or any contract binding on Buyer or its assets.

7. Post-Effective Date Matters

7.1 Employment Obligations. The Buyer shall have no responsibility to employ any of the Seller's employees but shall interview each and make the appropriate determination of offers of employment in a timely manner.

7.2 Sales and Use Tax. Buyer shall pay any use or sales taxes arising out of the transfer of the Acquired Assets and shall prepare and file all returns in connection therewith and indemnify Seller against any liability thereon.

7.3 Survival of Representations and Warranties. The representations and warranties of the Seller and Buyer shall survive and continue in full force and effect thereafter for a period of six (6) months following the Effective Date.

7.4 Warranty Matters. Buyer shall be responsible, at its sole cost and expense, for the performance of any warranty work related to any of the Acquired Assets, regardless of whether the issue arose before or after the Effective Date.

8. Broker's Commission. Each of the parties to this Agreement represents to the other that it has not employed any broker in connection with this matter, and that no parties hereto shall be

liable for any brokerage fees or similar commissions as may be claimed or incurred by the other, and each party hereto shall hold the other party harmless from any such claims, including costs and attorneys' fees, should it become necessary for such party to defend an action for commissions based upon representations of the other party.

9. Notices. All notices, requests, demands, waivers, consents, approvals or other communications required or permitted hereunder shall be in writing, and shall be deemed immediately effective when (i) delivered personally, (ii) sent by a nationally recognized same day or overnight courier service, (iii) sent by certified United States mail with first class postage prepaid and return receipt requested, or (iv) sent by equipment which transmits a facsimile with a printed confirmation page showing receipt of all pages. In each case the notice or other communication shall be addressed to the affected party or parties at the addresses set forth below, or to such other addresses as the parties may hereafter designate in writing.

10. Assignments. This Agreement shall not be assignable by any party hereto, nor shall the performance of any of the duties hereunder be delegable by any party hereto, without the written consent of all the other parties, which consent shall not be unreasonably withheld. This Agreement shall not be assignable by operation of law except with the consent of all parties, which consent shall not be unreasonably withheld.

11. Amendment. This Agreement may not be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

12. Binding Effect. Subject to provisions hereof regarding assignment, if any, this Agreement shall be binding upon and inure to the benefit of the respective parties, and their legal representatives, successors, assigns and heirs.

13. Interpretation and Fair Construction of Contract. This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against either party.

14. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

15. Costs and Attorneys' Fees. If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the court or arbiter may determine to be a reasonable attorney's fee.

16. Waiver of Breach. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

17. Entire Agreement. This Agreement (and any attached Schedules) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein, including any provisions of a letter of intent. There are no conditions precedent to the effectiveness of this Agreement, and there are no related collateral agreements existing between the parties that are not referenced herein.

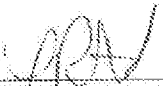
18. Counterparts. This Agreement may be signed in counterparts, and thereafter each counterpart shall be deemed to be an original.

19. Incorporation of Schedules. The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective on the Effective Date.

SELLER:

ZOMBIE, INC.

By: 
Joanna Alexander
Its: CEO

8477 NE New Brooklyn Rd.
Bainbridge Island WA 98110

BUYER:

BUILDER BOX, LLC D/B/A HARDSUIT
LABS

By: _____
Andrew Kipling
Its: Member

7150 45th Avenue SW
Seattle, WA 98136

17. Entire Agreement. This Agreement (and any attached Schedules) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein, including any provisions of a letter of intent. There are no conditions precedent to the effectiveness of this Agreement, and there are no related collateral agreements existing between the parties that are not referenced herein.

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Its: CEO

8477 NE New Brooklyn Rd.
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BUYER:

BUILDER BOX LLC D/B/A HARDSUIT
LABS

By: _____
Andrew Kipling
Its: Member

7150 45th Avenue SW
Seattle, WA 98136

Schedule 1

COMPUTER HARDWARE AND THIRD PARTY SOFTWARE

Third Party Software

1. Allegorithmic
2. Havok
3. Appuri
4. Audiokinetic
5. Epic
6. Bink (RAD Game tools)
7. Scaleform (Autodesk)

See attached for additional Third Party Software and list of Computer Hardware

Schedule 2
COMPUTER LEASE

(See Attached)

**Schedule 2.2.1
2-YEAR NOTE**

This note has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. It may not be transferred or sold unless it is registered under applicable federal and state securities laws or an exemption from registration is available.

PROMISSORY NOTE

\$36,000

Seattle, Washington
January 1, 2015

1. Obligation

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to ZOMBIE INC. ("Zombie") and its successors and assigns, or order (collectively, "Holder"), at 8477 NE New Brooklyn Rd., Bainbridge Island WA 98110, or such other place or places which Holder may designate to Maker in writing at any time, the sum of THIRTY-SIX THOUSAND and No/100 DOLLARS (\$36,000), together with interest on unpaid portions of this Note. Interest on the entire principal balance hereof shall begin to accrue on the date hereof and shall continue to accrue thereafter at three percent (3%) per annum. Interest will be computed on the basis of a 365-day year.

2. Payment

The entire principal balance hereof, and all accrued but unpaid interest, shall be due and payable in full on January 15, 2017.

3. Prepayment

Privilege is reserved to prepay at any time without penalty all or any portion of the principal and accrued interest of the indebtedness that this Note evidences.

4. Default

Upon the occurrence of any of the following events (each, an "Event of Default") the entire sum of principal and accrued interest shall become due and payable at once, at the election of Holder:

(i) if any payment required hereunder is not made within five (5) days of its due date,

(ii) upon any breach by Maker of any of Maker's obligations under the Asset Purchase Agreement between Maker and Zombie of even date, if such breach is not cured within thirty (30) days' notice from Holder to Maker, or

(iii) upon the insolvency of Maker, the commission of any act of bankruptcy by Maker, the execution by Maker of a general assignment for the benefit of creditors, the filing by or against Maker of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of Maker.

From and after the date an Event of Default occurs, the entire accelerated principal balance plus all accrued but unpaid interest shall accrue interest at a rate equal to the interest rate provided above plus six percent (6%) ("Default Rate"). Any judgment obtained by Holder against Maker shall bear interest at the Default Rate.

5. Waiver

As to this Note and any and all documents and instruments securing the indebtedness evidenced hereby, Maker waives valuation, appraisalment, presentment, protest and demand, and notice of protest, demand, dishonor and non-payment of this Note, and expressly agrees that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker.

6. Costs and Fees

If this Note is placed in the hands of an attorney for collection, or if suit is filed or an arbitration is commenced hereon, or if proceedings are had in bankruptcy, probate, receivership or reorganization, or if other judicial or arbitral proceedings are commenced for the establishment or collection of any amount called for hereunder or to protect security for this Note, or if any amount payable or to be payable hereunder is collected through any such proceedings then, in any such case, Maker agrees to pay Holder all costs and expenses of collection, including attorneys' fees, irrespective of whether suit or arbitration is instituted or whether such costs and expenses are incurred at trial or on appeal or in arbitration.

7. Application of Payments

Any and all payments on this Note, when made, shall be applied first to costs and expenses described in the preceding Section 6, then to accrued interest and then to principal.

8. Usury

Maker hereby represents and warrants that all funds represented by this Note were applied to and were intended solely for business or commercial purposes. It is the intention of each of Maker

and Holder to comply with the usury laws of the state of Washington and, notwithstanding anything contained herein, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under Washington law) shall not exceed the maximum rate of interest permitted by Washington law. If Holder receives any payment that constitutes interest under Washington law in excess of the maximum lawful rate (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

9. Binding Effect

This Note shall be fully binding on and inure to the benefit of the successors, heirs, legal representatives and assigns of the parties hereto.

10. Notices

Any notice, consent or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given upon personal delivery, one (1) business day after delivery to a nationally-recognized overnight courier (such as Federal Express), or (3) three days after being deposited in the United States' certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

Maker	Builder Box LLC 7150 45 th Avenue SW Seattle, Washington 98136
Zombie	Zombie Inc. c/o Joanna Alexander 8477 NE New Brooklyn Rd. Bainbridge Island WA 98110

Any party may change the address to which notices and other communications must be sent by providing written notice of a new address to the other party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Builder Box LLC d/b/a Hardsuit Labs,
a Washington limited liability company

By: _____
Its Member

Schedule 2.2.1
5-YEAR NOTE

This note has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. It may not be transferred or sold unless it is registered under applicable federal and state securities laws or an exemption from registration is available.

PROMISSORY NOTE

\$248,403

Seattle, Washington
January 1, 2015

1. Obligation

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to ZOMBIE INC. ("Zombie") and its successors and assigns, or order (collectively, "Holder"), at 8477 NE New Brooklyn Rd., Bainbridge Island WA 98110, or such other place or places which Holder may designate to Maker in writing at any time, the sum of TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED THREE and No/100 DOLLARS (\$248,403), together with interest on unpaid portions of this Note. Interest on the entire principal balance hereof shall begin to accrue on the date hereof and shall continue to accrue thereafter at three percent (3%) per annum. Interest will be computed on the basis of a 365-day year.

2. Payment

The entire principal balance hereof, and all accrued but unpaid interest, shall be due and payable in full on December 31, 2019.

3. Prepayment

Privilege is reserved to prepay at any time without penalty all or any portion of the principal and accrued interest of the indebtedness that this Note evidences.

4. Default

Upon the occurrence of any of the following events (each, an "Event of Default") the entire sum of principal and accrued interest shall become due and payable at once, at the election of Holder:

(i) if any payment required hereunder is not made within five (5) days of its due date,

(ii) upon any breach by Maker of any of Maker's obligations under the Asset Purchase Agreement between Maker and Zombie of even date, if such breach is not cured within thirty (30) days' notice from Holder to Maker, or

(iii) upon the insolvency of Maker, the commission of any act of bankruptcy by Maker, the execution by Maker of a general assignment for the benefit of creditors, the filing by or against Maker of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of Maker.

From and after the date an Event of Default occurs, the entire accelerated principal balance plus all accrued but unpaid interest shall accrue interest at a rate equal to the interest rate provided above plus six percent (6%) ("Default Rate"). Any judgment obtained by Holder against Maker shall bear interest at the Default Rate.

5. Waiver

As to this Note and any and all documents and instruments securing the indebtedness evidenced hereby, Maker waives valuation, appraisal, presentment, protest and demand, and notice of protest, demand, dishonor and non-payment of this Note, and expressly agrees that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker.

6. Costs and Fees

If this Note is placed in the hands of an attorney for collection, or if suit is filed or an arbitration is commenced hereon, or if proceedings are had in bankruptcy, probate, receivership or reorganization, or if other judicial or arbitral proceedings are commenced for the establishment or collection of any amount called for hereunder or to protect security for this Note, or if any amount payable or to be payable hereunder is collected through any such proceedings then, in any such case, Maker agrees to pay Holder all costs and expenses of collection, including attorneys' fees, irrespective of whether suit or arbitration is instituted or whether such costs and expenses are incurred at trial or on appeal or in arbitration.

7. Application of Payments

Any and all payments on this Note, when made, shall be applied first to costs and expenses described in the preceding Section 6, then to accrued interest and then to principal.

8. Usury

Maker hereby represents and warrants that all funds represented by this Note were applied to and were intended solely for business or commercial purposes. It is the intention of each of Maker

and Holder to comply with the usury laws of the state of Washington and, notwithstanding anything contained herein, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under Washington law) shall not exceed the maximum rate of interest permitted by Washington law. If Holder receives any payment that constitutes interest under Washington law in excess of the maximum lawful rate (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

9. Binding Effect

This Note shall be fully binding on and inure to the benefit of the successors, heirs, legal representatives and assigns of the parties hereto.

10. Notices

Any notice, consent or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given upon personal delivery, one (1) business day after delivery to a nationally-recognized overnight courier (such as Federal Express), or (3) three days after being deposited in the United States' certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

Maker	Builder Box LLC 7150 45 th Avenue SW Seattle, Washington 98136
Zombie	Zombie Inc. c/o Joanna Alexander 8477 NE New Brooklyn Rd. Bainbridge Island WA 98110

Any party may change the address to which notices and other communications must be sent by providing written notice of a new address to the other party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Builder Box LLC d/b/a Hardsuit Labs,
a Washington limited liability company

By: _____
Its Member

Schedule 2.2.2

BILL OF SALE

This Bill of Sale is given by ZOMBIE, INC. ("Seller") to BUILDER BOX, LLC ("Buyer") pursuant to that certain Asset Purchase Agreement between Seller and Buyer with an effective date of January 1, 2015 (the "Agreement"). All capitalized terms used herein shall have the meanings provided in the Agreement.

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in lawful money of the United States of America, in hand paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller does by these presents grant, bargain, sell and deliver unto said Buyer the Acquired Assets.

To have and to hold the same to the said Buyer, its successors and assigns forever.

DATED and effective: January 1, 2015.

ZOMBIE, INC.

By: _____
Joanna Alexander
Its: CEO

Schedule 2.2.1
2-YEAR NOTE

This note has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. It may not be transferred or sold unless it is registered under applicable federal and state securities laws or an exemption from registration is available.

PROMISSORY NOTE

\$36,000

Seattle, Washington
January 1, 2015

1. Obligation

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to ZOMBIE INC. ("Zombie") and its successors and assigns, or order (collectively, "Holder"), at 8477 NE New Brooklyn Rd., Bainbridge Island WA 98110, or such other place or places which Holder may designate to Maker in writing at any time, the sum of THIRTY-SIX THOUSAND and No/100 DOLLARS (\$36,000), together with interest on unpaid portions of this Note. Interest on the entire principal balance hereof shall begin to accrue on the date hereof and shall continue to accrue thereafter at three percent (3%) per annum. Interest will be computed on the basis of a 365-day year.

2. Payment

The entire principal balance hereof, and all accrued but unpaid interest, shall be due and payable in full on January 15, 2017.

3. Prepayment

Privilege is reserved to prepay at any time without penalty all or any portion of the principal and accrued interest of the indebtedness that this Note evidences.

4. Default

Upon the occurrence of any of the following events (each, an "Event of Default") the entire sum of principal and accrued interest shall become due and payable at once, at the election of Holder:

(i) if any payment required hereunder is not made within five (5) days of its due date,

(ii) upon any breach by Maker of any of Maker's obligations under the Asset Purchase Agreement between Maker and Zombie of even date, if such breach is not cured within thirty (30) days' notice from Holder to Maker, or

(iii) upon the insolvency of Maker, the commission of any act of bankruptcy by Maker, the execution by Maker of a general assignment for the benefit of creditors, the filing by or against Maker of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of Maker.

From and after the date an Event of Default occurs, the entire accelerated principal balance plus all accrued but unpaid interest shall accrue interest at a rate equal to the interest rate provided above plus six percent (6%) ("Default Rate"). Any judgment obtained by Holder against Maker shall bear interest at the Default Rate.

5. Waiver

As to this Note and any and all documents and instruments securing the indebtedness evidenced hereby, Maker waives valuation, appraisalment, presentment, protest and demand, and notice of protest, demand, dishonor and non-payment of this Note, and expressly agrees that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker.

6. Costs and Fees

If this Note is placed in the hands of an attorney for collection, or if suit is filed or an arbitration is commenced hereon, or if proceedings are had in bankruptcy, probate, receivership or reorganization, or if other judicial or arbitral proceedings are commenced for the establishment or collection of any amount called for hereunder or to protect security for this Note, or if any amount payable or to be payable hereunder is collected through any such proceedings then, in any such case, Maker agrees to pay Holder all costs and expenses of collection, including attorneys' fees, irrespective of whether suit or arbitration is instituted or whether such costs and expenses are incurred at trial or on appeal or in arbitration.

7. Application of Payments

Any and all payments on this Note, when made, shall be applied first to costs and expenses described in the preceding Section 6, then to accrued interest and then to principal.

8. Usury

Maker hereby represents and warrants that all funds represented by this Note were applied to and were intended solely for business or commercial purposes. It is the intention of each of Maker

and Holder to comply with the usury laws of the state of Washington and, notwithstanding anything contained herein, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under Washington law) shall not exceed the maximum rate of interest permitted by Washington law. If Holder receives any payment that constitutes interest under Washington law in excess of the maximum lawful rate (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

9. Binding Effect

This Note shall be fully binding on and inure to the benefit of the successors, heirs, legal representatives and assigns of the parties hereto.

10. Notices

Any notice, consent or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given upon personal delivery, one (1) business day after delivery to a nationally-recognized overnight courier (such as Federal Express), or (3) three days after being deposited in the United States' certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

Maker	Builder Box LLC 7150 45 th Avenue SW Seattle, Washington 98136
Zombie	Zombie Inc. c/o Joanna Alexander 8477 NE New Brooklyn Rd. Bainbridge Island WA 98110

Any party may change the address to which notices and other communications must be sent by providing written notice of a new address to the other party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Builder Box LLC d/b/a Hardsuit Labs,
a Washington limited liability company

By: 

Its Member

Schedule 2.2.1
5-YEAR NOTE

This note has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. It may not be transferred or sold unless it is registered under applicable federal and state securities laws or an exemption from registration is available.

PROMISSORY NOTE

\$248,403

Seattle, Washington
January 1, 2015

1. Obligation

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to ZOMBIE INC. ("Zombie") and its successors and assigns, or order (collectively, "Holder"), at 8477 NE New Brooklyn Rd., Bainbridge Island WA 98110, or such other place or places which Holder may designate to Maker in writing at any time, the sum of TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED THREE and No/100 DOLLARS (\$248,403), together with interest on unpaid portions of this Note. Interest on the entire principal balance hereof shall begin to accrue on the date hereof and shall continue to accrue thereafter at three percent (3%) per annum. Interest will be computed on the basis of a 365-day year.

2. Payment

The entire principal balance hereof, and all accrued but unpaid interest, shall be due and payable in full on December 31, 2019.

3. Prepayment

Privilege is reserved to prepay at any time without penalty all or any portion of the principal and accrued interest of the indebtedness that this Note evidences.

4. Default

Upon the occurrence of any of the following events (each, an "Event of Default") the entire sum of principal and accrued interest shall become due and payable at once, at the election of Holder:

(i) if any payment required hereunder is not made within five (5) days of its due date,

(ii) upon any breach by Maker of any of Maker's obligations under the Asset Purchase Agreement between Maker and Zombie of even date, if such breach is not cured within thirty (30) days' notice from Holder to Maker, or

(iii) upon the insolvency of Maker, the commission of any act of bankruptcy by Maker, the execution by Maker of a general assignment for the benefit of creditors, the filing by or against Maker of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of Maker.

From and after the date an Event of Default occurs, the entire accelerated principal balance plus all accrued but unpaid interest shall accrue interest at a rate equal to the interest rate provided above plus six percent (6%) ("Default Rate"). Any judgment obtained by Holder against Maker shall bear interest at the Default Rate.

5. Waiver

As to this Note and any and all documents and instruments securing the indebtedness evidenced hereby, Maker waives valuation, appraisalment, presentment, protest and demand, and notice of protest, demand, dishonor and non-payment of this Note, and expressly agrees that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker.

6. Costs and Fees

If this Note is placed in the hands of an attorney for collection, or if suit is filed or an arbitration is commenced hereon, or if proceedings are had in bankruptcy, probate, receivership or reorganization, or if other judicial or arbitral proceedings are commenced for the establishment or collection of any amount called for hereunder or to protect security for this Note, or if any amount payable or to be payable hereunder is collected through any such proceedings then, in any such case, Maker agrees to pay Holder all costs and expenses of collection, including attorneys' fees, irrespective of whether suit or arbitration is instituted or whether such costs and expenses are incurred at trial or on appeal or in arbitration.

7. Application of Payments

Any and all payments on this Note, when made, shall be applied first to costs and expenses described in the preceding Section 6, then to accrued interest and then to principal.

8. Usury

Maker hereby represents and warrants that all funds represented by this Note were applied to and were intended solely for business or commercial purposes. It is the intention of each of Maker

and Holder to comply with the usury laws of the state of Washington and, notwithstanding anything contained herein, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under Washington law) shall not exceed the maximum rate of interest permitted by Washington law. If Holder receives any payment that constitutes interest under Washington law in excess of the maximum lawful rate (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

9. Binding Effect

This Note shall be fully binding on and inure to the benefit of the successors, heirs, legal representatives and assigns of the parties hereto.

10. Notices

Any notice, consent or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given upon personal delivery, one (1) business day after delivery to a nationally-recognized overnight courier (such as Federal Express), or (3) three days after being deposited in the United States' certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

Maker	Builder Box LLC 7150 45 th Avenue SW Seattle, Washington 98136
Zombie	Zombie Inc. c/o Joanna Alexander 8477 NE New Brooklyn Rd. Bainbridge Island WA 98110

Any party may change the address to which notices and other communications must be sent by providing written notice of a new address to the other party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Builder Box LLC d/b/a Hardsuit Labs,
a Washington limited liability company

By: 

Its Member

Schedule 2.2.2

BILL OF SALE

This Bill of Sale is given by ZOMBIE, INC. ("Seller") to BUILDER BOX, LLC ("Buyer") pursuant to that certain Asset Purchase Agreement between Seller and Buyer with an effective date of January 1, 2015 (the "Agreement"). All capitalized terms used herein shall have the meanings provided in the Agreement.

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in lawful money of the United States of America, in hand paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller does by these presents grant, bargain, sell and deliver unto said Buyer the Acquired Assets.

To have and to hold the same to the said Buyer, its successors and assigns forever.

DATED and effective: January 1, 2015.

ZOMBIE, INC.

By: 

Joanna Alexander

Its: CEO

**WRITTEN CONSENT OF DIRECTORS
OF
ZOMBIE, INC.**

January 1, 2015

Consenting to Sale of Assets to Builder Box, LLC

Pursuant to RCW 23B.08.210, the undersigned, being all of the directors of Zombie, Inc., a Washington corporation (the "Company"), do hereby adopt the following recitals and resolutions and do hereby consent to the taking of the actions therein set forth:

WHEREAS, the officers and agents of the Company (collectively, "Representatives") have negotiated the terms of arrangements pursuant to which the Company would enter into (i) an Asset Purchase Agreement (the "APA") with Builder Box, LLC ("Builder Box"), and (ii) other agreements and arrangements related thereto (the "Related Documents"), all concerning the sale of substantially all of the assets of the Company to Builder Box (the "Transaction"); and

WHEREAS, the Directors (i) deem it advisable and in the best interests of the Company and its shareholder to enter into, deliver and perform the APA and the Related Documents and to conclude the Transaction, and (ii) desire to ratify, approve and authorize certain actions taken or to be taken by the Representatives in connection with the Transaction;

THEREFORE, BE IT

A. RESOLVED, that the Transaction is hereby authorized and approved in all respects;

B. RESOLVED, that the APA and the Related Documents, and each of them, all on such terms as the Representatives shall approve, be and each hereby is, authorized and approved in all respects;

C. RESOLVED, that all actions of the Representatives taken prior to the date hereof in connection with the Transaction, including, without limitation, the negotiating of the APA and the Related Documents, are hereby approved, adopted and ratified in all respects;

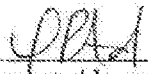
D. RESOLVED, that the Representatives are authorized and directed, in the name and on behalf of the Company, to execute, deliver and cause the Company to perform the APA and the Related Documents, all in such form and containing such changes and additions as the Representatives shall deem appropriate, as conclusively evidenced by their execution thereof;

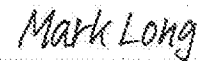
D. RESOLVED, that the Representatives are authorized and directed, in the name and on behalf of the Company, to take all actions necessary or appropriate to consummate the

Transaction as set forth in the APA and the Related Documents, as such agreements may be modified by the Representatives; and

E. RESOLVED, that the Representatives are authorized and directed, in the name and on behalf of the Company, to take any and all actions which they may deem necessary or advisable, to pay all appropriate fees and expenses and to execute, deliver, file and publish all such applications, statements, reports, undertakings, agreements, certificates and other instruments, and to take or cause to be taken any other actions as they may deem necessary or advisable, in order to consummate the Transaction and otherwise to effectuate the intent and purposes of the foregoing resolutions, and that the execution of any such documents, instruments or agreements or the taking of any such actions shall be conclusive evidence that the same has been authorized by the Directors of the Company.

The execution of this Consent shall constitute a written waiver of any notice required by the Washington Business Corporation Act and this Company's Articles of Incorporation and Bylaws.


Joanna Alexander, Director


Mark Long, Director

**WRITTEN CONSENT OF SOLE SHAREHOLDER
OF
ZOMBIE, INC.**

January 1, 2015

Consenting to Sale of Assets to Builder Box, LLC

Pursuant to RCW 23B.07.040, the undersigned, being the sole shareholder of Zombie, Inc., a Washington corporation (the "Company"), does hereby adopt the following recitals and resolutions and does hereby consent to the taking of the actions therein set forth:

WHEREAS, the officers and agents of the Company (collectively, "Representatives") have negotiated the terms of arrangements pursuant to which the Company would enter into (i) an Asset Purchase Agreement (the "APA") with Builder Box, LLC ("Builder Box"), and (ii) other agreements and arrangements related thereto (the "Related Documents"), all concerning the sale of substantially all of the assets of the Company to Builder Box (the "Transaction"); and

WHEREAS, the Directors of the Company have approved the Transaction, the APA and the Related Documents;

THEREFORE, BE IT

A. RESOLVED, that the Transaction is hereby approved in all respects; and

B. RESOLVED, that the APA and the Related Documents, and each of them, all on such terms as the Representatives shall approve, be and each hereby is, approved in all respects.

The execution of this Consent shall constitute written waiver of any notice required by the Washington Business Corporation Act and this Company's Articles of Incorporation and Bylaws.

FEZ PRODUCTIONS LLC,
Sole Shareholder of Zombie, Inc.

By: 

Its Manager

By: Mark Long

Its Manager 