

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KStreet, LLC		11/24/2015	LIMITED LIABILITY COMPANY: HAWAII
RECEIVING PARTY DATA			
Name:	Dimple Card, Inc.		
Doing Business As:	Chief Innovation		
Street Address:	2901 City Place W. Boulevard		
Internal Address:	#511		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3428769	POOF	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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>			
Phone:	214-206-4300		
Email:	molly@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road		
Address Line 2:	Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
NAME OF SUBMITTER:	Molly Buck Richard		
SIGNATURE:	/Molly Buck Richard/		
DATE SIGNED:	01/28/2016		
Total Attachments: 18			
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ASSET PURCHASE AGREEMENT

This Agreement is made on November 24, 2015 (the "Effective Date") between KStreet LLC ("Seller"), with a principal place of business in Honolulu, Hawaii 96811 and Dimple Card, Inc. dba Chief Innovation ("Purchaser"), with a principal place of business at 2901 City Place W. Boulevard, #511, Dallas, Texas 75204

RECITALS

This Agreement is made with reference to the following facts and circumstances:

A. Seller owns and operates a certain consumer products sales (toilet deodorizer) business and the assets used in connection with such business (the "Business") under the product name of Poof (the "Name"), located at P.O. Box 3527, Honolulu, Hawaii 96811 (the "Location"). This location is the business address for contact, and not a physical retail location.

B. Seller desires to sell and Purchaser desires to purchase Seller's interest in the "Purchased Assets," as defined in this Agreement. This agreement is for the related assets only, and not for the company, the stock or any of the liabilities.

C. Jamee Kunichika and Sherilyn Luke, the owners of Seller (collectively, "Owner"), will receive an economic benefit derived from Purchaser's purchase of the Purchased Assets from Seller. In exchange, Owner agrees to make the representations, warranties, covenants, and indemnifications set forth in this Agreement. In addition, Seller and Owner agree not to compete with Purchaser in the conduct of the Business as provided in a noncompetition agreement as described in this Agreement as a condition to Purchaser's purchase of the Purchased Assets from Seller.

The Parties agree as follows:

AGREEMENT

1. Agreement to Purchase and Sell.

1.1 Assets Purchased and Sold. At the Closing (as defined in this Agreement), Purchaser shall buy and Seller shall sell, assign, convey, transfer, set over, and deliver (by appropriate instrument of transfer) to Purchaser the following assets, rights, and interests, whether tangible or intangible, that on the Closing Date (as defined in this Agreement) are owned by Seller or in which Seller has an interest of any kind (collectively, the "Purchased Assets"):

- Formula - Japanese Mint scent
- Formula - Tuscan Orange scent
- Product Packaging & Art Work - Japanese Mint scent
- Product Packaging & Art Work - Tuscan Orange scent
- Trademark - Poof (S/N, 78955955, reg. #3428769)

- Goodwill (as described below in section 1.1 C) - related to Poof, PoofDrops.com and the operations of the Poof toilet deodorizer business
- URL - www.poofdrops.com and rights to any email addresses
- URL - www.poof-drops.com and rights to any email addresses
- Wholesale Customer List & Contact information
- Online Consumer Customer List & Contact information
- Sales History by Wholesale account
- Sales History by Online Consumer (if available)

A. Miscellaneous Items. All patents, logos, slogans, trademarks, copyrights, know-how, processes, trade secrets, formulae, inventions, software programs, software and electronic data bases, all drawings, license agreements and all other intellectual and/or proprietary information and property and applications therefor or licenses thereof, used in connection with the Poof Toilet deodorizer business, including Internet addresses, if any (collectively, the "Miscellaneous Items");

B. Intentionally Deleted

C. Goodwill. Any and all goodwill, and Seller's right to use the Name, and all related names and derivations, including the Business Internet addresses, if any (collectively, the "Goodwill"). The Seller indicated that there are no active dba ("doing business as") filings which need to be cancelled relating to the business.

D. Patents & Trademarks: Seller has never owned and does not currently own any patents, licensing agreements or patent application filings related to the product. The Trademark listed (S/N, 78955955, reg. #3428769) in the Asset List is the only Trademark owned, filed or licensed with respect to the operations of the Poof business.

1.2 Covenant Not to Compete. Neither Seller nor Owner shall establish, engage in, or become interested in, directly or indirectly, as an owner, partner, agent, shareholder, employee, independent contractor, consultant, or otherwise, in any similar business, trade, or occupation for a period of 2 years. This document does not have a separate non-compete form, but the above stated is understood as a restriction. This does not apply to Seller working to sell off remaining product, estimated at 4,500 units before December 31, 2015, only new products or ventures within the toilet deodorizer space.

1.3 Intentionally Omitted

1.4 Excluded Assets. Except as otherwise set forth in this Agreement, this Agreement contemplates the purchase and sale, inclusive of assignments, of the Purchased Assets. This Agreement specifically excludes, any and all assets not included as Purchased Assets in Section 1.1 above (collectively, the "Excluded Assets")

1.5 Liabilities Assumed and Excluded.

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A. Assumed Liabilities. No liabilities of any kind are being assumed as part of this transaction.

B. Excluded Liabilities. All liabilities are excluded from being part of this transaction.

2. Purchase Price.

2.1 Purchase Price; Allocation of Assets. The purchase price for the Purchased Assets, is \$ _____ (the "Purchase Price"). The Purchase Price is allocated in the manner as set forth on attached Exhibit 1.

2.2 Tax Purposes. The Parties agree (a) to be bound by the allocation of assets on Exhibit 1 for all federal, state, and local income tax purposes and (b) to file Internal Revenue Service form 8594 (and other forms required by law) in accordance with the allocation of assets on Exhibit 1. No 1099 forms will be issued to the Seller or the Owners.

3. Terms of Payment.

3.1 Deposit. There is no Deposit for this transaction.

3.2 Payment. The Purchase Price, shall be paid as follows:

_____ U.S. Dollars) paid at the Closing in immediately available funds (the "Payment") as payment upon the Purchase Price.

4. Intentionally Omitted

5. Adjustments. At the Closing, the following shall be adjusted or apportioned and, to the extent practicable, all such prorations shall be computed and paid at the Closing, and to the extent not practicable, as soon as practicable after the Closing:

5.1 Taxes on Purchased Assets. Purchaser shall pay all taxes and assessments, extraordinary as well as ordinary, that may be levied on any Purchased Assets which become due after the Closing Date and which arise from actions of Purchaser after the Closing; provided that Seller shall pay for all taxes upon Purchased Assets that arise from Seller's ownership or use of Purchased Assets on or before the Closing and which may be due on, before, or after the Closing Date. No tax liability is being assumed by the Purchaser that arise from the Seller's ownership or use of Purchased Assets on or before the Closing and which may be due on, before or after the Closing Date.

5.2 Intentionally Omitted

5.3 Intentionally Omitted

5.4 Transfer Fees; Sales Taxes. Purchaser shall pay all transfer fees and applicable sales taxes, if any, (but excluding Seller's income or

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other taxes in the nature thereof) arising under or on account of the purchase and sale of the Purchased Assets.

5.5 **Timing of Adjustment.** Except as otherwise provided in this Agreement, the net amount of any of the adjustments set forth in this Agreement shall be either an increase or a decrease of the payments to be made at the Closing to the extent practicable. No adjustments are anticipated for this transaction.

6. **Title. At the Closing,** title to the Purchased Assets shall be free, clear, and unencumbered, as specifically set forth in this Agreement. The Seller will provide the documentation showing payment of the SBA loan with the Bank of Hawaii which a lien was present in the UCC search. The delay between payment and official recognition of clearance is understood by the Purchaser and direct confirmation from the bank to the Purchaser of payment made by Seller in its entirety will be deemed by Purchaser as satisfying said UCC search's unrecovered lien prior to the Effective Date of this Agreement.

7. **Creditors of Seller Related to Purchased Assets.**

7.1 **Agreement of Payment.** In addition to the warranties and representations contained in this Agreement, if for any reason any creditor or third party who is owed a debt by Seller on or before the Closing, or who otherwise possesses any type of right or interest in the Purchased Assets arising from the ownership or use of the Purchased Assets prior to Closing, holds or obtains a lien on the Purchased Assets, then the following shall apply:

A. Seller, on written notice given by Purchaser to Seller, shall pay such monies arising from the ownership or use of the Purchased Assets by the Seller prior to the Closing required to obtain the release of any lien on the property within 5 days of such notice or before the seizure of the property, whichever occurs earlier;

B. In the event of default by Seller as to the foregoing, Purchaser, on written notice given by Purchaser or Seller, shall have the right to pay for the same and/or obtain the release of lien, if any, and receive a credit toward the payment of any obligations owing by Purchaser to Seller until the indebtedness is paid in full or satisfied; and

C. If the indebtedness is paid in full or satisfied by Purchaser, then Seller shall immediately reimburse Purchaser for any payment made by Purchaser.

7.2 **Disclosure.** Seller has no existing creditors related to the Purchased Assets and has not secured any debt using the Purchased Assets as collateral. The only debt related to the SBA loan which will be paid off before the transaction is executed.

8. **Representations, Covenants, and Warranties of Seller.** Seller and Owner (as evidenced by the signature of Owner) represent, covenant, and warrant the following to be true, which representations, covenants, and warranties shall survive the Closing:

8.1 Status of Seller. Seller is a Hawaii Limited Liability Company (Domestic LLC 37759C5) duly organized, validly existing, and in good standing under the laws of the State of Hawaii; and, further, is properly authorized, according to its governing instruments, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement. Furthermore, Seller has not in the last five years from the date of this Agreement used or assumed any other name in connection with the conduct of the Business.

A. 'Doing Business As' Filing. Seller indicated that there are no active dba ('doing business as') filings which need to be canceled relating to the business.

8.2 Authority. When executed, this Agreement and all instruments necessary to carry out the transactions contemplated by this Agreement (the "Related Documents") will be legal, valid, and binding obligations of each party signing such instruments on behalf of Seller.

8.3 Financial Statements. Seller has provided Purchaser with 5 years of tax returns prior to the Effective Date which satisfies Purchaser's review of the business financial Statements related to the Purchased Assets. Seller is herein not required to provide any further additional financial statements or returns.

8.4 Absence of Undisclosed Liabilities. Notwithstanding anything contained in this Agreement to the contrary, as of the dates of and except to the extent reserved or reflected in the Financial Statements, Seller had no known liabilities or obligations. Seller represents that Seller does not know or have reasonable grounds to know of any basis for the assertion against Seller, as of such dates, of any liability of any nature or in any amount not fully reserved or reflected in the Financial Statements.

8.5 Title to Properties. Seller has good and marketable title to all Purchased Assets as of the Effective Date. There are no imperfections of title that would affect the marketability of title of Seller's Purchased Assets.

8.6 Seller's Name. Seller agrees that from and after the Closing Date, Purchaser shall have the right to use the Name without violation of the Trademark in or in connection with the conduct of any business (whether carried on by Purchaser directly or through any affiliate) (1) the Name; or (2) any part or portion of the Name, either alone or in combination with one or more other words. Seller warrants to Purchaser that it has taken all necessary action to protect the Name in the State of Hawaii and agrees to take or cause to be taken any and all steps or actions that shall be or become permissible, proper, or convenient to enable or permit Purchaser to use the Name, or any portion of the Name, either alone or in combination with one or more other words, except as presently restricted. It is contemplated that on or as soon as practicable after the Closing Date, Seller will terminate Seller's interest in the Name. After the Closing Date, Seller agrees that it will not use the Name directly or indirectly, either alone or in combination with one or more other words,

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in or in connection with any business, activities, or operations that Seller directly or indirectly may carry on or conduct, with the exception of the permission below.

The Purchaser does allow the Seller to use the name to conduct limited business of final disposing of the existing inventory and continue selling the existing inventory using the Name until the termination of the final lot of product, estimated at 4,500 units. There will be no licensing fee for continued usage of this Name, but permission for the usage of the Name will end on December 31, 2015 unless specifically permitted to continue by the Purchaser or future owner. All related revenue from said final disposition of the inventory will belong to the Seller and the Seller is responsible for related taxes of such after Closing. The domain www.poofdrops.com will be transferred at Closing, but the e-commerce website currently utilized here will be able to remain open until December 5, 2015. The new domain for www.poof-drops.com will be transferred over to the Purchaser on or before December 31, 2015 as well. The Purchaser will pay no compensation either for the inventory or the losses the Seller will incur in the liquidation.

8.7 Status of Contracts. Seller has, to the best of Seller's knowledge, complied with all of the provisions of contracts described in this Agreement and of all other contracts and commitments to which Seller is a party related to the Purchased Assets. Further, Seller has no contract or commitment extending beyond the Closing Date that have any impact or lien on the assets being conveyed to the Purchaser.

8.8 Intentionally Deleted

8.9 Taxes; Tax Returns and Audits.

A. Taxes. All taxes of any nature assessed against Seller related to the Purchased Assets are and will be fully paid by Seller when due through the Closing Date. Without limiting the generality of the foregoing, all federal, state, county, and local taxes, including without limitation, sales and use and ad valorem taxes due and payable by Seller on or before the Closing Date have been or will have been paid or provided for by Seller.

B. Tax Returns; Audits. Seller has, and as of the Closing Date will have, filed all taxes and reports required to be filed by Seller related to the Purchased Assets of the Poof Deodorizer Business with all such taxing authorities. Seller does not have any outstanding or unsatisfied deficiency assessments with respect to any taxes, and there are no current audits or investigations by or disputes with any authority with respect to any taxes related to the Purchased Assets or which could have any impact on their new or future owners.

C. No Dispute. Seller is not involved in any dispute with any tax authority about the amount of taxes due related to the Purchased Assets, nor has it received any notice of any deficiency related to the Purchased Assets, or other indication of deficiency from any tax authority not disclosed to the Parties to this Agreement.

8.10 Licenses and Permits. Seller presently possesses and will continue to possess at the Closing Date all governmental licenses, permits, certificates of inspection, other authorizations, filings, and registrations which are necessary for Seller to own and operate the Business related to the Purchased Assets.

8.11 Litigation or Insolvency Proceedings.

A. Litigation. There are no actions, suits, claims, investigations, or legal, administrative, or arbitration proceedings pending or, to the best of Seller's and Owner's knowledge, threatened or likely to be asserted by, or against Seller relating to the Purchased Assets, this Agreement, before any court, governmental agency, or other body, including any quasi-judicial or administrative forum, and no judgment, order, writ, injunction, decree, or other similar command of any court, governmental agency, or body has been entered against or served upon Seller or upon any individual Owner relating or potentially impacting the Purchased Assets.

B. Insolvency Proceedings. Seller is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Seller or Seller's Purchased Assets.

8.12 Labor Relations—Employees.

As of the Effective Date, Seller does not have any employees and in its existence, Seller has not had any employees, thus, no employees, past liabilities related to employees or contracts related to employment or services will be part of this contract.

- A. Intentionally Deleted
- B. Intentionally Deleted
- C. Intentionally Deleted
- D. Intentionally Deleted

8.13 Intentionally Deleted

8.14 Conduct of Business. From the date of the most recent Financial Statements delivered by Seller to Purchaser to the Effective Date, the Business of Seller related to the Purchased Assets has been (and until the Closing Date shall be) open and conducted by Seller in a normal and regular manner; and further, Seller has not:

- A. Amended its governing instruments;
- B. Intentionally Deleted

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C. Entered into any contract or commitment related to the Purchased Assets extending beyond the Closing, except normal commitments made in the ordinary course of business;

D. Intentionally Deleted

E. Encumbered any of the Purchased Assets;

F. Experienced any adverse change or any material damage, destruction, or loss affecting its Purchased Assets; and/or

G. Entered into any agreement not in the ordinary course of business or related to the Purchased Assets.

8.15 Condition of Purchased Assets. The following representations are made with respect to the Purchased Assets:

A. The Purchased Assets are presently operating and have been regularly maintained and will be in the same working condition as of the Closing Date.

B. There are no defects known by Seller of the Purchased Assets that have not been disclosed to Purchaser.

C. Intentionally Deleted

8.16 No Violation or Breach. The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of the conditions or restrictions in effect for financing pursuant to any loan documents, whether any such loan is secured or unsecured.

8.17 ERISA Plans. This transaction does not relate to any employees or employee related benefits.

8.18 Full Disclosure. This Agreement and any other information furnished to the Purchaser in connection with the transactions contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

8.19 Competitors. Neither Seller nor any individual Owner has any direct or indirect interest in any person or entity engaged or involved in any business which is competitive with the Business.

8.20 Directors, Managers, Officers, and Owners (Members). The names of directors, managers, officers, and the resident agent of Seller, together with each individual Owner/Member, are set forth below. There are no additional parties in any of the classes of involved people specified.

Member/Founder - Jamee Kunichika
Member/Founder - Sherilyn Luke



8.21 Broker's or Finder's Fees. No agent, broker, investment banker, person, or firm acting on behalf of Seller is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from either of the Parties in connection with the sale of the assets contemplated hereby.

8.22 Patents, Trademarks, etc., of Seller. Seller has no patents, patent applications, trademarks, trade names, copyrights, and/or licenses presently owned or held by the Seller, except the following, which are included as part of this Agreement to be transferred to the Purchaser:

USPTO Trademark for 'Poof' (reg. #3428769, S/N 78955955)

8.23 Customer List of Seller. Seller shall provide Purchaser with Wholesale and Online Customer lists of Seller and, to that end, Seller authorizes the release of pertinent information pertaining to the customer lists to Purchaser. Seller is in a position to know and knows of no intention on the part of any customer of Seller to terminate the existing contracts for the services conducted by Seller.

8.24 Assumed Name of Seller. The Seller has no rights filed to use the name Poof outside of the Purchased Assets included in this Agreement, and has never registered a DBA.

8.25 No Violation or Breach. The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured. The SBA loan will have been paid off by Seller by the Effective Date, though actual removal of the lien is understood by the Purchaser to require additional time and direct notification by the Bank of Hawaii of the loan as 'paid in full' prior to the Effective Date will be deemed by Purchaser as Seller being in compliance with this "no violation of breach" clause with respect to the identified SBA loan.

8.26 Reliance. The foregoing representations and warranties are made by the Seller with the knowledge and expectation that Purchaser is placing complete reliance on them.

9. Representations, Covenants, and Warranties of Purchaser. Purchaser represents, covenants, and warrants the following to be true, which representations, covenants and warranties shall survive the Closing:

9.1 Status of Purchaser. Purchaser is a Texas S-corporation duly organized, validly existing, and in good standing under the laws of the State of Texas; and, further, is properly authorized, according to its governing instruments, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement. Upon request of Seller, Purchaser shall provide certification of the foregoing, if required. For this transaction, this is not required.

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9.2 Authority. This Agreement and all Related Documents when executed will be legal, valid, and binding obligations of each party signing such instruments on behalf of Purchaser.

9.3 Awareness of Purchaser. Purchaser acknowledges the following:

A. During the negotiations prior to the execution of this Agreement, Seller furnished to Purchaser financial data and other data which Purchaser considers necessary or advisable to enable Purchaser to form a decision concerning the purchase of the Purchased Assets.

B. Purchaser has had an opportunity to examine the Purchased Assets and agrees to accept the same "As Is," subject to the remaining conditions and other provisions of this Agreement.

C. Purchaser has, either individually or through agents or employees of Purchaser, sufficient knowledge, expertise, and financial capacity to evaluate the merits and risks of the purchase of the Purchased Assets.

9.4 Litigation. There are no actions, suits, or proceedings pending or, to Purchaser's knowledge, threatened or likely to be asserted, against the Purchaser, before any court, administrative agency, or other body; and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served upon Purchaser relating to this Agreement and/or the transactions contemplated by this Agreement.

9.5 Broker's or Finder's Fees. No agent, broker, investment banker, person, or firm acting on behalf of Purchaser is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from either of the Parties in connection with the sale of the assets contemplated by this Agreement.

10. **Pre-Closing Actions and Miscellaneous Covenants.** From the Effective Date until the Closing:

10.1 Purchaser's Due Diligence Review. Purchaser's due diligence review has been completed to Purchaser's satisfaction as of the Effective Date and a review period is not needed prior to Closing.

10.2 Intentionally Deleted

10.3 Accuracy of Representations and Warranties; Satisfaction of Conditions. Seller will immediately advise Purchaser in writing if (1) any of Seller's representations or warranties are untrue or incorrect in any material respect or (2) Seller becomes aware of the occurrence of any event or any state of facts that results in any of the representations and warranties of Seller being untrue or incorrect as if Seller were then making them. Seller will not take any action, or omit to take any action, that would result in any of Seller's representations and warranties set forth in this Agreement to be untrue or incorrect as of the Closing Date. Seller will use its best efforts to cause all conditions within Seller's

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control that are set forth in this Agreement to be satisfied as promptly as practicable under the circumstances.

10.4 Conduct of Business. Except as otherwise specifically provided in this Agreement, Seller will use all reasonable efforts to keep the Purchased Assets intact. Without limitation of the foregoing:

A. Seller shall not undertake any action without the prior written consent of Purchaser that, if taken before the Effective Date of this Agreement, would have been required to be disclosed or required to be disclosed pursuant to the provisions of this Agreement; and

B. Seller will not undertake any action which would alter the nature or result in any change in the Purchased Assets, other than in the ordinary course of business consistent with past practices.

10.5 Intentionally Omitted

10.6 Intentionally Omitted

11. Conditions Precedent to Obligations of Purchaser at Closing. The obligations of Purchaser to perform this Agreement at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, unless waived in writing by Purchaser:

11.1 Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement and all Related Documents shall be true and correct at and as of the Closing Date as though such representations and warranties were made on the Closing Date.

11.2 Intentionally Omitted

11.3 Lien Search. Purchaser will be responsible for obtaining a Lien Search.

11.4 Closing Documents; Instruments of Transfer, Etc. Purchaser shall have received the following:

Resolutions of the Owners and Seller approving and authorizing this Agreement and the transactions contemplated hereby, and identifying the individuals authorized to execute all documents. The document used to support this transaction is called 'Unanimous Written Consent of Members of Kstreet LLC, A Limited Liability Company'.

11.5 Intentionally Omitted

11.6 Intentionally Omitted

11.7 Intentionally Omitted

11.8 Intentionally Omitted

11.9 No Litigation. No action, suit, or other proceeding shall be pending or threatened before any court, governmental authority, or other

lawful body seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in connection with this Agreement, or involving a claim that consummation of this Agreement shall be in violation of any law, decree, or regulation. No other material adverse actions or proceedings shall have been instituted or threatened against Seller or the Purchased Assets.

11.10 No Material Adverse Change. Except as described in this Agreement, there shall have been no material adverse change or development in the Purchased Assets; and no fact or condition shall exist or be contemplated or threatened which will, or in Purchaser's reasonable judgment will be likely to, cause such a change or development.

11.11 Fire or Other Casualty/Risk of Loss.

A. Assumption of Risk-Seller. Except as set forth in this Agreement, Seller assumes all risks of destruction, loss, or damage due to any casualty, including any liability arising out of ownership of the Purchased Assets, up to the time of the Closing.

B. Assumption of Risk-Purchaser. Notwithstanding the foregoing, Purchaser assumes all risks of destruction, loss, or damage due to any casualty caused by Purchaser's negligence and in such event Purchaser assumes all risks of destruction, loss, or damage pertaining to any of the Purchased Assets placed in the possession of Purchaser prior to the Closing except defects in the Purchased Assets.

C. Intentionally Omitted.

D. Intentionally Omitted.

11.12 Possession. Purchaser shall have received operating control and possession of all of the Purchased Assets on or before the date of Closing unless specified otherwise.

12. Conditions Precedent to Obligations of Seller at Closing. The obligations of Seller to perform this Agreement at the Closing are subject to satisfaction at or prior to the Closing of the following conditions, unless waived in writing by Seller:

12.1 Representations and Warranties. The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

12.2 Performance of Obligations of Purchaser. Purchaser shall have performed all obligations required to be performed by it under this Agreement prior to the Closing.

12.3 Closing Documentation. Seller shall have received all other instruments and documents reasonably required by this Agreement to be delivered by Purchaser to Seller, and such other instruments and

documents as Seller shall reasonably request which are not inconsistent with the provisions of this Agreement.

13. Confidentiality. Purchaser acknowledges that the Purchaser has become privy to confidential information of Seller, and that communication of such confidential information to third parties (whether or not such communicated information is authorized by Purchaser) could injure Seller's business in the event that this transaction is not completed. Purchaser agrees to take reasonable steps to ensure that such information about Seller, obtained by Purchaser, shall remain confidential and shall not be disclosed or revealed to outside sources, and further agrees not to solicit any customers of Seller disclosed from such confidential information. As used in this Agreement, "confidential information" includes information ordinarily known only to Seller's personnel, and information such as customer lists, supplier lists, trade secrets, channels of distribution, pricing policy and records, inventory records, and other information normally understood to be confidential or designated as such by Seller.

14. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, to Seller, at Seller's address given in this Agreement, or to Purchaser, at Purchaser's address given in this Agreement, or to any other address that Purchaser or Seller shall designate in writing. Federal Express or other courier is acceptable as well.

15. Indemnification.

15.1 Indemnification by Seller. Seller shall defend, indemnify, and hold harmless Purchaser and Purchaser's agents and employees, heirs, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:

A. All debts, liabilities, and obligations of Seller, whether accrued, absolute, contingent, known, unknown, or otherwise;

B. Any inaccuracy in any representation or breach of any warranty of Seller contained in this Agreement including the Noncompetition clause; and

C. Any failure by Seller to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Seller under this Agreement or the Noncompetition clause.

15.2 Indemnification by Purchaser. Purchaser shall defend, indemnify, and hold harmless Seller and Seller's agents and employees, heirs, representatives, successors and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:

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A. All debts, liabilities, and obligations of Purchaser, whether accrued, absolute, contingent, known, unknown, or otherwise; including such debts, liabilities, and obligations related to the Purchased Assets after Closing caused by the ownership and/or business use of the Purchased Assets by Purchaser.

B. Any inaccuracy in any representation or breach of any warranty of Purchaser contained in this Agreement; and

C. Any failure by Purchaser to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Purchaser under this Agreement.

16. Consultation. No consulting services are in this contract. Any assistance required post-closing would be dealt with as a separate agreement between Purchaser and the Seller, or future asset owners. Reasonable support to understand item clarity would be expected.

17. Termination of Agreement. Except as otherwise specifically set forth in this Agreement:

17.1 Right of Termination. This Agreement may be terminated at any time before the Closing Date as follows:

A. By Purchaser and Seller upon mutual agreement in a written instrument executed by both parties;

B. By Purchaser or Seller if the Closing does not occur within 8 days of the agreed upon the Closing Date;

C. By Purchaser or Seller if there has been a material breach of any of the representations or warranties set forth in this Agreement on the part of the other Party, and such breach by its nature cannot be cured before the Closing; or

D. By Purchaser or Seller if there has been a breach of any of the covenants or agreements set forth in this Agreement on the part of the other Party, and this breach is not cured within ten (10) business days after the breaching Party or Parties receive written notice of the breach from the non-breaching Party.

17.2 Effect of Termination; Election of Remedies. If this Agreement is terminated:

A. As provided in subparagraph 17.1A., this Agreement shall forthwith become void and have no effect, except for provisions of next succeeding sub-paragraph.

B. As provided in subparagraphs 17.1B.-D., no Party shall be relieved or released from any liabilities or damages arising out of such Party's breach of any provision of this Agreement.

17.3 Exclusion. Notwithstanding anything contained to the contrary in this Agreement, (1) the terms of any previously executed confidentiality agreement shall survive the Closing and (2) each Party will not, during the six-month period following the termination, directly or indirectly solicit any employee, if any, of the other Party to leave the other Party's employment.

18. Closing.

18.1 Closing Date. The Closing shall be held on **November 27, 2015** or such later date as may be agreed upon by the Parties (the "Closing Date").

18.2 Closing Location. The Closing shall be performed virtually, using mail and express services as well as email and telephone. The parties will not be obligated to travel given the distance between their offices.

18.3 Documents. At the Closing and at any time after it, the Parties shall execute all documents necessary to put into effect the terms of this Agreement.

18.4 Transfer of Funds. On the Closing Date, Purchaser will deposit via wire transfer \$45,000.00 (Forty-Five Thousand Dollars) into Seller's Business bank account (routing and account number for wire at Bank of Hawaii to be provided below by the Seller). This contract was signed by the Purchaser before the information below was entered, and this Agreement will not be fully executable until both the routing number and bank account for Kstreet LLC are listed in the space below.

Routing Number for Bank of Hawaii:

Bank Account Number for Kstreet LLC:

18.5 Transfer of Purchased Assets. The following is the process of the transfer of the Purchased Assets. The Purchaser will send the final version of this contract with his signature to be signed by the Seller. The Seller will sign and include the Members Written Consent and any applicable Power of Attorney form (if required), and then send hard copies of the executed contract and other forms via express mail to the Purchaser. The Purchaser will accept clearance of the SBA lien for Kstreet with confirmation of payment from the bank representative along with the forms to be included with the signed contract sent to the Purchaser via express mail. The Seller will then send all of the information and rights for the Purchased Assets, including the Trademark Assignment Agreement and Domain ownership. Upon receipt, the Purchaser will schedule the Closing Day with the Seller. On Closing, the Seller will transfer the Domain via GoDaddy to the Purchaser. The Purchaser will wire the funds to the Kstreet bank account listed above in 18.4 at the Bank of Hawaii to complete the transaction.

19. Miscellaneous.

19.1 Amendment. This Agreement shall not be amended, altered, or terminated except by a writing executed by each Party.

19.2 Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Texas.

19.3 Headings. The paragraph headings used in this Agreement are included solely for convenience.

19.4 Entire Agreement. This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement.

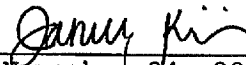
19.5 Waiver. The waiver by any party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

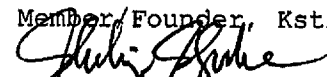
19.6 Binding Effect. This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of the Parties.

19.7 Construction of Agreement. Each Party and its respective legal counsel has reviewed and revised this Agreement and has had equal opportunity for input into this Agreement. Neither Party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.

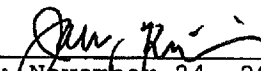
19.8 Consent. Unless otherwise provided, any required consent of a Party shall not be unreasonably withheld or delayed by such Party. Purchaser and Seller have executed this Agreement on the following dates to be effective as of the "Effective Date":

**Kstreet, LLC (Hawaii)
Corporate Capacity**

By: 
Date: November 24, 2015 @ 12:30 pm @
Name: Jamee Kunichika
Title: Member/Founder, Kstreet LLC

By: 
Date: November 24, 2015 @ 12:30 pm @
Name: Sherilyn Luke
Title: Member /Founder, Kstreet LLC

**Individual Capacity
Signature for Non-Competition Clause Only**

By: 
Date: November 24, 2015

Name: Jamee Kunichika

By: 

Date: November 24, 2015

Name: Sherilyn Luke

Dimple Card, Inc. dba Chief Innovation (Texas)

By: 

11/21/2015

Date: November 21, 2015

Name: Edward J. Martin, Jr.

Title: Founder/Chief Executive Officer

Exhibit 1

1. Formula - Japanese Mint scent
2. Formula - Tuscan Orange scent
3. Product Packaging & Art Work - Japanese Mint
4. Product Packaging & Art Work - Tuscan Orange
5. Trademark – Poof (S/N, 78955955, reg. #3428769)
6. Goodwill - related to Poof
7. URL - www.poofdrops.com
8. URL - www.poof-drops.com
9. Online Wholesale Customer List and Contact Information
10. Online Consumer Customer List & Contact Information
11. Sales History by Wholesale Account
12. Sales History by Online Consumer Account (if available)