

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco-Fusion Inc.		03/31/2014	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hyperion Group, LLC		
Street Address:	3225 McLeod Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89121-2257		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4516622	TOSTI LOCO CHIPS	
CORRESPONDENCE DATA			
Fax Number:	8587775545		
<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:	8587775545		
Email:	jamie@justtrademarks.com		
Correspondent Name:	Jamie Shelden		
Address Line 1:	1760 Suite F, PMB 220 Airline Highway		
Address Line 4:	Hollister, CALIFORNIA 95023		
NAME OF SUBMITTER:	Jamie Shelden		
SIGNATURE:	/Jamie Shelden/		
DATE SIGNED:	04/14/2016		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement"), dated as of March 31, 2014, is made and entered into by **Hypeion Group, LLC**, a Nevada corporation (the "Buyer") with its principal office located at 3225 McLeod Drive, Las Vegas, Nevada and **Ecto-Fusion**, a California corporation with a principal place of business located at 1233 Appleton Venice CA 90291 (the "Sellers").

WHEREAS Sellers have a current company that manufactures snack foods under the d/b/a "La Gloria Chips" and "Tosti Loco Chips";

WHEREAS Sellers further own the trademark to the name "Tosti Loco Chips"

WHEREAS Buyer desires to purchase the relevant patents, trademarks, copyrights and inventory of the foregoing snack food.

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I

PROMISE TO BUY AND SELL

1.01 Sellers agree to sell and Buyer agrees to purchase all the assets and property, including Seller's good will thereon, of Seller listed in **Exhibit 1.01** (the "Purchased Interests"), attached to and made a part of this Agreement, for the consideration, under the terms and conditions, and subject to the warranties and representations set forth in this Agreement.

CONSIDERATION; CLOSING

1.01 Purchase Price. In consideration of the covenants, conditions, representations and other agreements of Sellers, Buyer shall make the following payments:

- a. **Base Price.** Subject to Section 5.05 of this Agreement, Buyer shall pay to Sellers the aggregate purchase price of **One Dollar (\$1.00)** (the "Purchase Price").

1.02 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at time of execution of this agreement. At the closing, Sellers shall deliver to Buyer such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in Buyer good and marketable title to the property and assets sold under this Agreement. All documents and papers to which the parties are entitled under this Agreement, unless otherwise specified in this Agreement, shall also be delivered at the Closing. At the Closing, each party will provide to the other party its respective signature pages and other required documents, which may be done via facsimile, with the original signature pages and such other original documents to follow via overnight delivery.

1.03 General Closing Procedure. At the Closing, each party will deliver to the party entitled to receipt thereof the documents required to be delivered pursuant to Article VI hereof and such other documents, instruments and materials (or complete and accurate copies thereof, where appropriate) as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials will be satisfactory in form and substance to counsel for the receiving party. The conveyance, transfer, assignment and delivery of the Purchased Interests will be

effected by the applicable Seller's execution and delivery to Buyer of the applicable certificates and a blank interest power and such other instruments of conveyance, transfer, assignment and delivery as Buyer will reasonably request to cause the Sellers to transfer, convey, assign and deliver the Purchased Interests to Buyer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLERS,

Sellers jointly and severally agree, represent and warrant to Buyer, as follows:

2.01 Seller is duly incorporated and authorized to do business under the laws of Nevada. The execution, delivery and performance of this Agreement by the Sellers and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action of the Sellers and no other corporate proceedings are necessary to authorize the execution, delivery or performance of this Agreement.

2.02 The invoices, contracts and other financial documents, attached to this Agreement as Exhibit 3.02 and made part of this Agreement, fully and correctly reflect the financial condition of the Sellers at closing including but not limited to invoices issued, cash received, and accounts receivable due.

2.03 Sellers have good and marketable title to all Purchased Interests free and clear of all liens and encumbrances sold under this Agreement, except as otherwise stated in Exhibit 3.03 attached to this Agreement. All tangible property sold under this Agreement is in good condition and repair and conforms to all applicable zoning, building, safety, gaming and other regulations.

2.04 Sellers agree to obtain the necessary consents for the assignment or transfer of all contracts, leases, licenses, permits, patents, trademarks, and copyrights to be assigned or transferred under this Agreement, to sign all necessary or otherwise desirable documents to effectuate such transfer and to perform their duties under such contracts, leases, licenses, and permits without default until the closing date.

2.05 Sellers agree to disclose to Buyer not later than 10 days after the Closing Date, all trade secrets, customer lists and technical information held or controlled by Sellers and relating to the Purchased Interests.

2.06 Exhibit 3.06 sets forth all Third-Party Agreements of Sellers with respect to the Purchased Interests including but not limited to all customer licenses. Sellers are not in breach of any agreement with respect to the Purchased Interests.

2.07 Sellers have obtained all necessary licensing approvals from applicable licensing jurisdictions in which the products are currently placed.

2.08 No other patents, trademarks, copyrights, or permits other than those being transferred to Buyer pursuant to this Agreement are necessary or desirable to continue the current install base of the Purchased Interests.

3.09 Sellers currently have chips distributed in a number of locations have not received any cancellations with respect to those contracts nor is aware that any customer intends to cancel any of those contracts.

3.10 To the best of Sellers' knowledge, there are no actions, claims, suits, proceedings, orders or investigations pending or threatened against Sellers and/or with respect to the Purchased Interests before or by any federal, state or local court of law or arbitrator or any Governmental Authority. Sellers and/or the Purchased Interests are not subject to any order, consent decree, settlement or other similar written agreement of or with any court or governmental authority, or any judgment, order, writ, injunction, decree or award of any court or governmental agency.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that:

3.01 The execution, delivery and performance of this Agreement by the Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action of the Buyer and no other corporate proceedings are necessary to authorize the execution, delivery or performance of this Agreement.

ARTICLE IV

COVENANTS AND AGREEMENTS

4.01 Regulatory Filings. As promptly as practicable after the execution of this Agreement, Sellers and Buyer will make or cause to be made any required filing and submissions under any laws or regulations applicable to such respective party for the consummation of the transactions contemplated herein. Sellers and Buyer will each coordinate and cooperate with the other party in exchanging such information, and will provide to the other party such reasonable assistance as such other party may request in connection with all of the foregoing.

4.02 Conditions. Sellers and Buyer will take all commercially reasonable and best efforts actions necessary or desirable to cause the conditions set forth in Article VI hereof to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction thereof.

4.03 Access to Books and Records. During the period from the date of this Agreement through the Closing Date, Sellers will afford to Buyer and its authorized representatives full access at all reasonable times and upon reasonable notice to the offices, properties, books, records, officers, employees and other items of Sellers with respect to the Purchased Interests, and to otherwise provide such assistance and information as is reasonable requested by Buyer in order that Buyer may have a full opportunity to make such investigation and evaluation as it shall reasonably desire to make of the Purchased Interests.

4.04 Conduct of Business. Until the Closing Date of this Agreement, Sellers shall not, without the written consent of Buyer, dispose of or encumber any of the assets or property to be sold under this Agreement including but not limited to the Third-Party Agreements listed in Exhibit 3.06. Sellers shall use their best efforts to preserve their business and goodwill. From the date of this Agreement hereof through the Closing Date, without the prior written consent from Buyer, the Sellers will not, including but not limited to the Third-Party Agreements listed on Exhibit 3.07, (i) do or permit to occur any actions or inactions that would constitute a breach of any agreements with respect to the Purchased Interests; (ii) terminate, sell, assign or modify any agreements with respect to the Purchased Interests in any manner.

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ARTICLE V

CONDITIONS TO CLOSING; DOCUMENTS DELIVERABLE

5.01 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or the waiver by Buyer, in its sole discretion) of the following conditions on or before the Closing on the Closing Date:

(a) Representations and Warranties True and Correct. The representations and warranties set forth in Article III hereof will be true and correct in all respects at and as of the Effective Date and the Closing Date as though then made and as though each of such dates had been substituted for the date of this Agreement throughout such representations and warranties, except that any representation or warranty made as of a specified date (other than the date hereof) will only need to have been true on and as of such date.

(b) Covenants Performed. Sellers will have performed all of the covenants and agreements set forth in Article I and V and elsewhere herein that are required to be performed and complied with by it under this Agreement prior to the Closing.

(c) Government Approvals Obtained. All governmental approvals that are required for the consummation of the transactions contemplated hereby will have been duly made and obtained.

(d) Delivery of Documents. On the Closing Date, Sellers will have delivered to Buyer all of the following, which will be final, executed and effective:

- (i) this Agreement;
- (ii) a certificate signed by each of the Sellers, dated the Closing Date (and referencing the Effective Date), stating that the conditions precedent set forth in subsections 6.01(a) and (b) above have been satisfied;
- (iii) a certificate, dated the Closing Date (and referencing the Effective Date), attaching and certifying the resolutions of Seller, if any are so required, properly authorizing the transactions contemplated by this Agreement;
- (iv) copies of any governmental approvals referred to in subsections (c) above;
- (v) all original record books and all other records of Seller with respect to the Purchased Interests;
- (vi) assignments transferring the Purchased Interests and such other certificates, documents and instruments as Buyer reasonably requests related to the transactions contemplated hereby;

5.02 Conditions to Sellers' Obligations. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date: Buyer will have delivered: (i) a non-negotiable promissory note with respect to

the financing herein; and (ii) executed copies of any other documents required to be executed by Buyer hereunder.

ARTICLE VI

INDEMNIFICATION AND SURVIVAL

5.02 Sellers Indemnification. Sellers will indemnify, defend and hold Buyer and its affiliates, directors, officers, employees and representatives (the "Buyer Indemnified Parties") harmless from and against all liability, loss, damage, claim or injury and all reasonable costs and expenses (the "Damages") suffered or incurred by Buyer Indemnified Parties arising from (i) a breach of any of the covenants or warranties in this Agreement; or (ii) the acts of Seller, their affiliates, contractors, agents, successors or assigns that occur prior to the Closing Date or related to the Purchased Interests that occur prior to the Closing Date.

If any Buyer Indemnified Party proposes to be indemnified as set forth herein (the "Buyer Indemnified Claims"), Buyer or such other Buyer Indemnified Party shall promptly notify Sellers of such claims; provided, that the failure to so notify Sellers shall not reduce or affect Sellers' obligations with respect thereto except to the extent that Sellers are prejudiced thereby. Buyer has the right to participate in the defense, compromise or settlement of any such Buyer Indemnified Claims at its own cost, provided that Sellers shall remain in control of such actions. In all such matters, Sellers and Buyer (and their respective legal counsel) shall cooperate in good faith in such defense, compromise or settlement. Any compromise or settlement must be reasonably approved in writing by both parties, in good faith reasonable cooperation, which approval shall not be unreasonably withheld or delayed. Sellers will fully control prosecution, and defense, including settlement, of the Action with counsel of its choosing and will be entitled to any awards, judgments, settlements or other consideration received in connection with the Action, including, without limitation, the return of all bonds posted.

5.03 Buyer's Indemnification. Buyer will indemnify, defend and hold Sellers and their respective affiliates, directors, officers, employees and representatives (the "Seller Indemnified Parties") harmless from and against all liability, loss, damage, claim or injury and all reasonable costs and expenses (the "Damages") suffered or incurred by the Seller Indemnified Parties arising from (i) a breach of any of the warranties set forth in Article IV, and (ii) the acts of Buyer and its affiliates, contractors, agents, successors or assigns that occur after the Closing Date or related to the Purchased Interests that occur after the Closing Date.

If any Seller Indemnified Party proposes to be indemnified as set forth herein (the "Seller Indemnified Claims"), Sellers or such other Seller Indemnified Party shall promptly notify Buyer of such claims; provided, that the failure to so notify Buyer shall not reduce or affect Buyer's obligations with respect thereto except to the extent that Buyer is prejudiced thereby. Sellers have the right to participate in the defense, compromise or settlement of any such Seller Indemnified Claims at their own cost, provided that Buyer shall remain in control of such actions. In all such matters, Sellers and Buyer (and their respective legal counsel) shall cooperate in good faith in such defense, compromise or settlement. Any compromise or settlement must be reasonably approved in writing by both parties, in good faith reasonable cooperation, which approval shall not be unreasonably withheld or delayed. Buyer will fully control prosecution, and defense, including settlement, of the Action with counsel of its choosing and will be entitled to any awards, judgments, settlements or other consideration received in connection with the Action, including, without limitation, the return of all bonds posted.

5.04 Remedies. The party's respective indemnifications and other remedies set forth in this Article VIII will not be exclusive with respect to this Agreement, but an aggrieved party may also seek all

other available legal and equitable remedies, including without limitation injunctions and restraining orders.

ARTICLE VI

MISCELLANEOUS,

6.01 Confidential Information: During the course of the Agreement, a party may be given access to certain confidential information of the other party. Such information may include, but is not limited to, strategic, marketing, customer and financial data relating to the Purchased Interests, Sellers and Buyer, whether disclosed in written, electronic or verbal form (the "Confidential Information."). Neither party shall make copies of or disclose the other party's Confidential Information without the disclosing party's prior written permission. This clause shall not be applicable to a party's Confidential Information that is or becomes available to the public other than through a breach of this Agreement, is already rightfully possessed by the receiving party and not subject to any confidentiality agreement, is independently developed by the receiving party, or is required to be disclosed by any law, regulation or regulating authority to which the receiving party, its parent, subsidiaries or affiliates is subject. Each party will use Confidential Information only for the purposes of the transaction contemplated by this Agreement and will limit the disclosure of the other party's Confidential Information to its employees, contractors, consultants and agents on a need to know basis. At the written request of the disclosing party, all tangible copies of its Confidential Information in the possession or control of the other party, its employees, contractors, consultants and agents will be promptly delivered to the disclosing party. This section will survive any termination or expiration of this Agreement.

6.02 Press Releases and Announcements. Sellers and Buyer will cooperate and communicate in good faith in connection with any and all public announcements relating to the transaction contemplated herein, and without the prior consent of the other party (which will not be unreasonably withheld or delayed), each party will make no public announcement or press release concerning the transactions contemplated hereby.

6.03 Expenses. Except as otherwise expressly provided for herein, each party will pay all of its own fees, costs and expenses incurred (whether the transactions contemplated hereunder are consummated or not) in connection with the transactions contemplated by this Agreement.

6.04 Further Assurances/Actions. Sellers and Buyer agree that, on and after the Closing Date, they will take all reasonable and good faith actions and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the terms and intentions of this Agreement.

6.05 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

6.06 Transfer of Title; Risk of Loss. Title to the assets and property sold under this Agreement shall pass to Buyer on the Closing Date on delivery to Buyer of the proper instruments of transfer. If at any time any of the tangible property sold under this Agreement shall have been lost or damaged, except for damage or loss through use and wear in the ordinary course of business, by any cause or event beyond the reasonable power and control of Sellers, Buyer shall be entitled to collect all insurance proceeds collectible by reason of such loss or damage.

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6.07 Sales and Use Taxes. Any sales or use tax payable by reason of the sale of any of the assets under this Agreement shall be paid by Buyer, and such payment shall not be construed as part of the purchase price. Sellers agree to furnish to Buyer resale certificates for any items sold to Buyer for resale.

6.08 Inventory of Goods to be Sold. An inventory of all stock in trade, supplies, fixtures, furnishings, and equipment with respect to the Purchased Interests is attached as Exhibit 9.08.

6.09 Disposition of Documents and Records. Sellers shall retain title to all its documents and records, except those agreed to be transferred under this Agreement. Any such documents or records that Buyer may reasonably require after the Closing Date for use in connection with the assets or business sold under this Agreement shall be delivered or made available to Buyer. Each party shall forward to the other party all correspondence, documents, or payments relating to the assets or business sold under this Agreement to which the other party is entitled under the terms of this Agreement. Before destroying any records or papers connected with the assets or business sold under this Agreement, each party shall first offer them to the other party.

6.10 Notices All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile. Notices, demands and communications to Buyer and Sellers will, unless another address is specified in writing, be sent to the address indicated below:

Hyperion Group, LLC:

3225 McLeod Dr, Las Vegas NV 89121

Eco-Fusion Inc:

3225 McLeod Dr, Las Vegas NV 89121

6.11 Assignment; Joint and Several Liability. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

6.12 Severability. Whenever possible, each provisions of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement is held to be prohibited by or invalid under applicable law, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

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6.13 Complete Agreement. This Agreement, and the exhibits hereto, and the documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

6.14 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6.15 Governing Law; Arbitration. Each of the parties hereto agrees that the internal law, without regard to conflicts of laws principles, of the State of Nevada applicable to contracts made and performed in this state will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. In the case of any dispute arising out of or relating to this contract, or the breach thereof, the party so claiming shall provide written notice thereof to the other party. If the dispute is unable to be resolved by the parties within thirty (30) days of such notice, the dispute shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Las Vegas, Nevada. There shall be three arbitrators, named in accordance with such rules.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first above written.

Eco-Fusion, Inc. ("SELLER")

Tom Staffer President
Name and Title

Date: 3/31/2014

Hyperion Group, LLC ("BUYER")

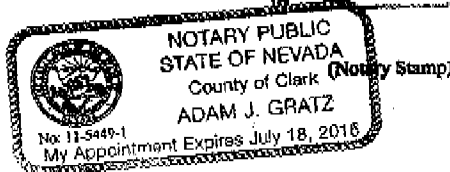
Tom Staffer President
Name and Title

Date: 3/31/2014

State of Nevada
County of Clark

This instrument was acknowledged before me on 03/31/2014

by Thomas Doyle Staffer



[Signature]
(Signature of Notarial Officer)

EXHIBIT 1.01
(Purchased Interests)

Trademark Registration #85939259

"Tosti Loco" Chips;

All other trademarks whether registered or common law currently or previously used with the La Gloria Chips or the Tosti Loco Chips snack foods;

All copyrights relating to and used with the La Gloria Chips or Tosti Loco Chips snack food, accompanying marketing materials;

All customers agreements, leases, licenses, etc. associated with La Gloria Chips or Tosti Loco Chips snack food

All inventory related to La Gloria Chips or Tosti Loco Chips snack food.