

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CuteyBaby LLC		12/01/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Elements Brands		
Street Address:	2202 Hawkins St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28203		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3911886	CUTEYBABY	
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>			
Phone:	(630) 440-6501		
Email:	ada@cuteybaby.com		
Correspondent Name:	Ada Vaughan		
Address Line 1:	506 W. Maple St.		
Address Line 4:	Lombard, ILLINOIS 60148		
NAME OF SUBMITTER:	Ada Vaughan		
SIGNATURE:	/ada vaughan/		
DATE SIGNED:	12/14/2016		
Total Attachments: 14			
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ASSET PURCHASE AGREEMENT

BETWEEN

ELEMENTS BRANDS, LLC

AND

CUTEYBABY, LLC

DECEMBER 1, 2016

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of December 1, 2016, by and between Elements Brands, LLC, a Colorado limited liability company ("Buyer"), CuteyBaby, LLC, an Illinois limited liability company ("Seller"), and Ada Vaughan, an individual ("Seller Owner"). Buyer, Seller and the Seller Owner are referred to collectively herein as the "Parties" and individually as a "Party".

This Agreement contemplates a transaction in which Buyer will purchase substantially all of the assets of Seller in exchange for cash (the "Asset Sale").

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

Section 1. Definitions.

"Acquired Assets" means all right, title, and interest in and to all of the assets of Seller, including, without limitation: (a) all equipment utilized in the operation of the Business; (b) all marketing materials, electronic or otherwise, associated with the promotion of Seller and/or the services provided through Seller's website(s), fulfillment and other business partners, distributors, representatives, employees, affiliates, wholesalers or other channels; (c) Seller's customer database containing all current and previous customers who have purchased products directly or indirectly from Seller; (d) assignment of all licenses and permits used in the operation of the Business, subject to transferability and merchantability; (e) assignment of any existing contracts for product purchase or contracted operations; (f) all inventory, including inventory on hand and work-in-process paid for by Seller prior to the Closing Date; and (g) all Intellectual Property and IT Systems, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions. The Acquired Assets include, but are not limited to, those assets listed on **Schedule 1** attached to this Agreement and all other assets used in the Business.

"Affiliate" means, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"Business" means Seller's business of manufacturing, marketing, selling, and/or distributing baby products at retail or wholesale.

"Confidential Information" means any information concerning the business and affairs of Seller that is not already generally available to the public.

"Control" (including the terms "Controlled by" and "under common Control with") means, as used with respect to any Person, possession, directly or indirectly or as a trustee or executor, of power to direct or cause the direction of management or policies of such Person

(whether through ownership of voting securities, as trustee or executor, by agreement or otherwise).

“Income Tax” means any federal, state, local, or foreign income tax, including any interest, penalty, or addition thereto, whether disputed or not.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, slogans, trade names, brands and brand names, corporate names and Internet domain names and URLs, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including source code, executable code, data, databases, and related documentation); (g) all advertising and promotional materials; (h) all other proprietary rights; and (i) all copies and tangible embodiments thereof (in whatever form or medium).

“Knowledge” will be deemed to be present with respect to Seller when the matter in question is known or reasonably should be known by Seller Owner after reasonable inquiry and investigation by such person.

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

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

“Restricted Business” means any business engaged in the sale, marketing, brokerage, distribution, and/or manufacturing of baby or maternity products (excluding software and services).

“*Tax*” or “*Taxes*” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock and other equity, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

Section 2. Basic Transaction.

(a) Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2.

(b) Excluded Liabilities. The Buyer shall not and does not assume, agree to pay, perform or discharge any of the Liabilities of the Seller or the Business other than Liabilities incurred in connection of the operation of the Business by Buyer from and after the Closing Date and accounts payable for inventory ordered in the Ordinary Course of Business but not paid for prior to the Closing Date. Those Liabilities not expressly assumed by the Buyer, whether or not currently known to Seller or the Seller Owner, shall be referred to herein, collectively, as the “Excluded Liabilities”. The Excluded Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller or the Seller Owner on or prior to the Closing, and Seller and the Seller Owner shall, from and after the Closing Date, indemnify, defend and hold Buyer harmless therefrom. Such obligations of Seller and the Seller Owner shall survive the Closing. Excluded Liabilities shall include, without limitation: (i) any indebtedness, Liens, pending litigation or encumbrances on equipment owned by Seller; (ii) any agreements, buyouts, bonuses or unpaid compensation to any employees, managers or members of Seller; and (iii) any existing Liabilities or indebtedness to any merchants, professional service providers, third parties, suppliers, partners, lenders or independent contractors associated with the Business as of the Closing.

(c) Purchase Price. Buyer agrees to pay to Seller at the Closing \$18,000 (the “Purchase Price”).

(d) The Closing. The execution and delivery of this Agreement shall take place on or before December 1, 2016, by electronic transfer of applicable signature pages and documents (the “Closing”), or at such time and date as the Parties may mutually determine after all conditions to close set forth in Section 4 have been satisfied or waived (the “Closing Date”). Notwithstanding the foregoing, Buyer or Seller may, by mutual written agreement (including by electronic mail) may extend the Closing Date through December 31, 2016.

(e) Allocation. The Parties agree to allocate the Purchase Price among the Acquired Assets for all purposes (including financial accounting and Tax purposes) as follows:

- (i) \$17,000 to the acquired inventory;

- (ii) \$500 to goodwill;
- (iii) \$500 to the non-compete clause of this Agreement.

Section 3. Seller's Representations and Warranties. Seller and Seller Owner represent and warrant to Buyer, jointly and severally, that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3), except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 3.

(a) Organization of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. Seller is duly qualified to conduct business a foreign limited liability company and in each other jurisdiction in which it conducts business, except to the extent such failure to be qualified in any such other jurisdiction would not have a material adverse effect.

(b) Authorization of Transaction. Seller has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. Seller Owner has the capacity to execute and deliver this Agreement and to perform her obligations hereunder. Without limiting the generality of the foregoing, the Seller and the Seller Owner have duly authorized the execution, delivery, and performance of this Agreement by Seller. This Agreement constitutes the valid and legally binding obligations of Seller and Seller Owner, enforceable in accordance with its terms and conditions.

(c) Title to Assets. Seller has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or shown on the Most Recent Balance Sheet or acquired after the date thereof, free and clear of all Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of the Most Recent Balance Sheet. Without limiting the generality of the foregoing, Seller has good and marketable title to all of the Acquired Assets, free and clear of any Liens or restriction on transfer.

(d) Undisclosed Liabilities. Seller does not have any material liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes), except for (i) liabilities set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (ii) liabilities that have arisen since the date of the Most Recent Balance Sheet in the Ordinary Course of Business.

(e) Legal Compliance. Seller has at all times since its formation complied with all applicable laws, including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder of federal, state, and local governments (and all agencies thereof ("Applicable Laws")), and no action, suit, proceeding, hearing, investigation,

charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

(f) Tax Matters.

(i) Seller has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All material Taxes (including Sales Taxes) owed by Seller (whether or not shown on any Tax Return) have been paid. Seller is not currently the beneficiary of any extension of time within which to file any Income Tax Return. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(ii) All employees and independent contractors have been properly classified as such under Applicable Laws.

(iii) There is no material dispute or claim concerning any Tax liability of Seller either (a) claimed or raised by any authority in writing or (b) as to which Seller has Knowledge.

(g) Intellectual Property.

(i) All registered trademarks, patents and registered copyrights are currently in compliance with all legal requirements of the applicable registration authority (including the timely post-registration filing or affidavits of use and incontestability and renewal applications with respect to trademarks, and the payment of filing, examination and maintenance fees and proof of working or use with respect to patents) and are not subject to any maintenance fees or actions falling due within 120 days after the date hereof. No trademark or service mark of Seller is currently involved in any opposition or cancellation proceeding and, to the Knowledge of Seller, no such action has been threatened with respect to any such trademarks or service marks or trademark or service mark registration applications. To the Knowledge of Seller, no trademarks, service marks, patents or patent applications of any third party infringe upon Seller's registered trademarks or service marks, patents or patent applications necessary or useful in, and material to, the Business. No claim has been asserted that the conduct of the Business infringes upon or misappropriates the intellectual property rights of any third party.

(h) Inventory.

(i) The inventory of Seller consists of raw materials and supplies, manufactured and processed parts, work in process, and finished goods, all of which are good, merchantable and fit for the purpose for which they were procured or manufactured. Seller's inventory is of a quality and quantity usable and salable in the ordinary course of business.

(ii) All items included in the inventory of the Company are the property of the Company, free and clear of any liens, have not been pledged as collateral, are not held by

the Company on consignment from others and conform in all material respects to all standards applicable to such inventory or its use or sale imposed by Governmental or Regulatory Authorities.

(iii) The Company has not sold any inventory with respect to which the purchaser thereof has the right to return to the Company or cause the Company to repurchase, for any reason, other than pursuant to standard terms of sale provided to Buyer.

(i) Contracts and Customers.

(i) Seller is not aware of any statement, intention or overt action made by a direct or indirect customer, including, without limitation, about reducing the volume of business (or other arrangement, whether or not such arrangement is memorialized) or requesting pricing (or other arrangement, whether or not such arrangement is memorialized).

(ii) There are no agreements or arrangements pursuant to which any Person is or may be entitled to receive any of the revenues or earnings, or any payment based thereon or calculated in accordance therewith, of the Business;

(j) Litigation. Seller (i) is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is not a party or is threatened to be made a party, to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

(k) Product Liability. Seller does not have any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, marketed, sold, or delivered by Seller.

(l) Disclosure. The representations and warranties contained in this Section 3 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 3 not misleading.

(m) Suppliers. No supplier has indicated that it shall stop, or decrease the rate of, supplying materials, products or services to Seller.

(n) Customers. The Company has not received any notice, and has no reason to believe, that any of its material customers has ceased, or intends to cease after the Closing, to purchase its goods or services or to otherwise terminate or materially reduce its relationship with the Company.

(o) Full Disclosure. No representation or warranty by Seller and Seller Owner in this Agreement or any certificate or other document furnished or to be furnished to Buyer contains any untrue statement of a material fact, or omits to state a material fact necessary to

make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 4. Conditions to Obligation to Close.

Conditions to Buyer's Obligation. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction, or waiver in Buyer's sole discretion, of the following conditions:

- (i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date;
- (ii) Buyer shall be satisfied of the results of its due diligence investigation of Seller and the Business;
- (iii) Seller Owner and Buyer shall have entered into and executed the Sales Rep Agreement;

Buyer may waive any condition if it executes a writing so stating at or prior to the Closing. In the event that Buyer agrees to permit Seller to satisfy any condition specified after the Closing, Seller shall use its best efforts to satisfy such condition promptly following the Closing.

Section 5. Indemnification.

Indemnification by Seller and Seller Owner. Seller and the Seller Owner, jointly and severally, shall indemnify and hold harmless Buyer, its affiliates and their respective officers, managers, members, employees, agents and representatives (each, an "Indemnitee"), from and against any and all losses, costs, damages or liabilities (including attorneys' fees and expenses as they are incurred) (collectively, "Damages") arising out of or attributable to (i) Seller's and Seller Owner's breach of any representation, warranty, or covenant contained in this Agreement or (ii) the Excluded Liabilities. The Indemnitees shall be entitled to be indemnified against and compensated and reimbursed for the entire amount of such Damages as such Damages are incurred.

Section 6. Certain Covenants of Seller and Seller Owner.

(a) Operation of the Business. At all times prior to the Closing, Seller and Seller Owner shall: (i) conduct the Business in a reasonable and prudent manner in accordance with the Ordinary Course of Business and past practice and (ii) preserve their existing business organization and relations with their employees, customers, suppliers, and others with whom they have a business relationship in Ordinary Course of Business.

(b) No Shop. For so long as this Agreement remains in effect, the Seller and Seller Owner agree that neither of them shall, nor shall they permit anyone on its or their behalf to, enter into any agreements or commitments, or initiate, solicit or encourage any offers, proposals or expressions of interest, or otherwise hold any discussions with any potential buyers, investment bankers, brokers or finders, with respect to the possible sale or other disposition of all or any substantial portion of the Acquired Assets, the sale of all or a controlling interest in the

stock of the Seller, or the merger or consolidation of the Seller, other than with the Purchaser. If the Seller or either Seller Owner receives from any third party, directly or indirectly, any inquiry regarding such a transaction, such Party shall promptly notify the Purchaser.

(c) Non-competition. For a period of three (3) years commencing on the Closing Date (the “Restricted Period”), Seller and Seller Owner shall not, and shall not permit any of its or her Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 3% or more of any class of securities of such Person.

(d) Non-solicitation of Customers. During the Restricted Period, Seller and Seller Owner shall not, and shall not permit any of its or her Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Business or potential clients or customers of the Business.

(e) Equitable Relief. Seller and Seller Owner each acknowledges that a breach or threatened breach of this Agreement will give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 7. Miscellaneous.

(a) Survival. All of the representations, warranties, covenants and indemnification obligations of the Parties contained in this Agreement shall survive the Closing hereunder.

(b) Press Releases, Public Announcements and Other Communications. Seller or Seller Owner shall not issue any press release, make any public announcement or otherwise communicate to any Person (including, without limitation, any member of the press or any customers of Seller, the Business, or Seller Owner acting in any capacity) in any form or manner whatsoever relating to this Agreement or the subject matter of this Agreement without the prior written approval of Buyer; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure). Seller and Seller Owner understand and acknowledge that compliance with this Section 7(b) is a material condition of Buyer’s willingness to enter into this Agreement and consummate the transactions contemplated hereby, and that their breach of this Section 7(b) will cause serious

and significant Damages to Buyer. Accordingly, in the event of a breach or threatened breach by the Seller or Seller Owner of this Section 7(b), Seller and Seller Owner hereby consent and agree that Buyer shall be entitled to obtain, in addition to other available remedies, a temporary or permanent injunction or restraining order or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief

(c) Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

(e) Counterparts. This Agreement may be executed and transmitted in one or more counterparts (including by means of facsimile or electronic signature), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller:

CuteyBaby LLC
Attn: Ada Vaughan
506 W. Maple St.
Lombard, IL 60148

If to Buyer:

Elements Brands LLC
Attn: Bill D'Alessandro
2202 Hawkins St.
Charlotte, NC 28203

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any provision of the Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. Each of Buyer, the Seller Owner and Seller will bear his, her, or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne by Seller.

(l) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word including shall mean including without limitation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ELEMENTS BRANDS, LLC

By: WD'Alessandro

Name: William D'Alessandro

Title: Chief Executive Officer

CUTEYBABY, LLC

By: Ada Vaughan

Name: Ada Vaughan

Title: Managing and Sole Member

Schedule 1

Schedule of Assets

- Inventory
 1. All existing inventory (finished and work-in-process) in Seller's 3rd party warehouse facility
 2. All existing inventory (finished and work-in-process) held on behalf of Seller at various suppliers, fulfillment houses and other third party locations
- Intellectual Property
 3. Any trademarks, trade names, and service marks related to the business
 4. All copyrights related to the business
 5. All trade secrets and know-how
 6. Rights to any/all proprietary and custom formulations, both complete and in-progress
 7. All artwork, logos, product photography, label and package designs, promotional material, and website designs
 8. All social media accounts (Facebook, Twitter, Pinterest, YouTube, LinkedIn, Yelp)
 9. All website content
 10. All goodwill and going concern value associated with the business
 11. Any and all miscellaneous intellectual property related to the business, CuteyBaby brand and business processes
 12. All registrations, files, permits, consents, approvals and other rights related to the foregoing intellectual property and all rights to bring any action at law or in equity for the infringement of the foregoing occurring prior to the closing date, including the right to receive all proceeds and damages therefrom
- Miscellaneous
 13. Seller's customer list
 14. All used and unused UPC codes and UPC prefixes
 15. All customer records
 16. Domain name cuteybaby.com
 17. All vendor and supplier relationships and contracts
 18. Passwords and access to all software used in running the business

Schedule 2

Assumed Liabilities

There are no liabilities assumed by the Buyer.