

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breakthrough Technology Inc		10/31/2016	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Zuho, Inc.		
Street Address:	28055 N Ashley Circle, Ste 212		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3973933	3TAILER	
Registration Number:	4118148	SHOP HAPPY	
CORRESPONDENCE DATA			
Fax Number:	8648330431		
<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:	8649239251		
Email:	jwchapman213@gmail.com		
Correspondent Name:	John W. Chapman		
Address Line 1:	213, Huntingdon Rd		
Address Line 4:	Clinton, SOUTH CAROLINA 29325		
NAME OF SUBMITTER:	John W. Chapman		
SIGNATURE:	/John W. Chapman/		
DATE SIGNED:	05/25/2017		
Total Attachments: 17			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 31st day of October, 2016, (the "Effective Date") by and between Zuho, Inc., an Illinois Corporation (the "Purchaser"), Mr. John Chapman, and Breakthrough Technology Inc., a South Carolina Corporation ("Seller").

WHEREAS, Seller is the owner of certain assets, as defined below; and

WHEREAS, Purchaser desires to purchase and assume, and the Seller desires to sell, assign or otherwise convey, certain assets of Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements of the parties hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Seller hereby agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase, accept and acquire, all right, title and interest of Seller in and to all of the Assets (as defined in Article II herein), for the total purchase price of \$35,000 paid at closing plus 10% of gross margin for 2017, to be paid by April 15th, 2018, (\$10,000 minimum), and 10% of gross margin for 2018, to be paid by April 15th, 2019, (\$10,000 minimum), with "gross margin" being the difference between revenue and cost of goods sold, or COGS, divided by .10 expressed as a percentage. It is calculated as the selling price of an item, less the cost of goods sold (production or acquisition costs). The Closing Date will be on or before October 28th, 2016, and on that date, the Purchase Price shall be delivered to Seller and seller shall transfer assets to purchaser.

ARTICLE II

ASSETS TO BE PURCHASED AND SOLD

Section 2.01. Included Assets. The assets to be transferred by Seller to Purchaser shall include only the following assets and rights of Seller (the "Assets"):

The internet-based retail business known as 3tailer.com (the "Business"), which includes:

(a) All of Seller's right, title, and exclusive interest to all trademarks, logos, designs, artwork, domain names, trade names, technical processes, computer software, know-how or other intellectual property listed on Exhibits A and C (the "Intangible Property"); and

(b) The rights and interests of Seller to the customer databases and other assets listed on Exhibit B.

Section 2.02. Excluded Assets and Liabilities. Only the Assets of Seller described in Section 2.01 shall be subject to this Agreement; all other assets of Seller shall be excluded from purchase and sale hereunder. Without limiting the generality of the foregoing, the following assets are expressly excluded:

- (a) Accounts receivable, bank and investment accounts, deposits and cash as of the "Closing Date", as further defined in the Agreement;
- (b) All minute books, stock records and corporate seals;
- (c) The shares of capital stock of Seller's corporation;
- (d) Insurance policies and rights;
- (e) Personal records and other records that Seller is required by law to retain in its possession;
- (f) All claims for refund of taxes, customer credits or refunds and any other governmental charges of whatever nature, and;
- (e) All physical inventory.

ARTICLE III

TRANSFER OF ASSETS

The Seller agrees to convey the Assets to the Purchaser by execution and delivery at Closing (as defined in Section 6.01) of this Agreement and a Bill of Sale in the form attached as Exhibit B to this Agreement (the "Bill of Sale").

ARTICLE IV

RETENTION OF LIABILITIES

Section 4.01. Liabilities Not Assumed. Purchaser shall not assume or be responsible for any liabilities or obligations of Seller.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to Purchaser that as of the Closing Date:

Section 5.01. Authorization; Enforceable Obligations. Seller has the power and authority to operate the Business and to execute and deliver this Agreement and the other agreements and to perform its obligations hereunder and thereunder. Seller warrants sale

of the assets does not constitute a breach of the selling corporation's articles of incorporation and by-laws.

Section 5.02. No Outside Approval. No consent or approval is required from any governmental agency or other third parties.

Section 5.03. Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which the Seller is subject or any provision of the charter or bylaws of the Seller or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any agreement, contract, lease, license, instrument or other arrangement to which the Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of the Assets).

Section 5.04. Assumed Agreements.

(a) Subject to the terms and conditions of this Agreement, the Seller agrees to transfer and the Purchaser agrees to assume at Closing, certain agreements (the "Assumed Agreement"), such as vendor agreements/relationships, such assumption only as to obligations arising under such agreements from and after the day of Closing. Copies of said Assumed Agreements are attached as Exhibit D.

(b) Each Assumed Agreement to which the Seller is a party, and of which the Purchaser is assuming, was duly executed and delivered by, and constitutes a valid and binding obligation of, the Seller, enforceable against the Seller in accordance with its terms.

(c) The Seller warrants that there has been no defaults or any material breach of the terms of any agreement to be assumed by the Purchaser or by any other party to such agreement.

(d) Seller warrants that it has not engaged in any activity, whether intentional or otherwise, that would diminish the value of any of the Assets.

Section 5.05. Title.

(a) The Seller is the sole owner of good and marketable title to all of the Assets, free and clear of all liabilities, liens, charges, claims, licenses, rights,

encumbrances, royalty obligations and restrictions on transfers of any kind or nature whatsoever. No financing statement covering all or any portion of the Assets and naming the Seller as debtor has been filed in any public office, and the Seller has not signed any financing statement or security agreement as debtor or borrower which financing statement or security agreement covers all or any portion of the Assets.

(b) The use of the Assets, including computer software, in the conduct of Seller's business has not and does not infringe or conflict with the rights of others under any intellectual property rights jurisdiction in the world.

Section 5.06. Other Warranties.

(a) Any inventory being transferred is free of material defects in workmanship and is fit for its intended use;

(b) Seller, and the Responsible Party for the Seller owe no back-pay or other unpaid or unfunded salaries, bonuses, unpaid employee expenses, benefit plans, or other employee compensation;

(c) All insurance contracts covering the business are attached as Exhibit E;

(d) There are no permits required for the operation of the Business that are not currently held by the Business and which will be transferred with this sale;

(e) That there are no lawsuits pending or threatened, and if there are, then the all of the documents relating to the lawsuits (except privileged documents) are attached as an exhibit. such lawsuits;

(f) All unfilled customer purchase orders and all other uncanceled commitments from customers to buy goods from Seller are attached as Exhibit F, and all money already collected on these orders (advances, earnest money, deposits, etc.) will be turned over to the buyer on the closing;

(g) All material contracts, agreements or commitments (oral or written) binding or affecting the selling corporation are attached as Exhibit G, and;

Section 5.07. No Disputes. There are no existing or threatened disputes, causes of action, claims or suits related to any of the Assets Buyer assumes no liability for any dispute, cause of action, claim or suit.

ARTICLE VI

CLOSING DATE, AND TIME

Section 6.01. Closing. The closing of the purchase and sale of the Assets (the "Closing") shall take place at A Cruickshanks Law Offices - 200 N Broad St, Clinton, SC 29325 on or before Friday, Oct. 28th, 2016 (the "Closing Date") or on such other date as mutually agreed to by the parties.

ARTICLE VII

SURVIVAL OF UNDERTAKINGS

All of the warranties and representations of the parties hereto as set forth under the terms of this Agreement and the post-closing obligations set out in Article VIII shall survive for the longer of one year from the date of the Closing or the duration of time as set forth below.

ARTICLE VIII

POST-CLOSING OBLIGATIONS

Section 8.01. Non-Compete. The parties agree that for a period of three (3) years after the Effective Date, neither Seller nor John Chapman may, within the United States of America, become an owner or become associated, directly or indirectly, with any entity whether as a principal, partner, employee, consultant owner, member or shareholder (other than as a holder of not more than 5% of the outstanding voting shares of any publicly traded company), whose business is actively engaged in competition with the business of the Purchaser, which business shall be defined for purposes of this Agreement as the online sale of any of 3tailer.com major suppliers' products.

Neither Seller nor John Chapman may use the trade name or trademarks assigned and transferred herein at any time subsequent to Closing. The breach of any of the promises herein made by Seller or by John Chapman shall entitle Purchaser to injunctive relief and damages which may be proved, together with attorney's fees and costs incurred in enforcing this Agreement.

Included in the sales price, Seller will provide up to one month of training and support with the Buyer by phone and email as needed. Seller agrees to cooperate and take any actions reasonably required to transfer all rights and privileges associated with the Assets for a period of one year.

INDEMNIFICATION

Section 8.02. Indemnification by Seller. Subject to the limitations set forth herein, Seller shall indemnify, defend, and hold harmless Purchaser from and against any and all claims, or causes of action, damages and liabilities (collectively, a "Loss" or "Losses"), asserted against or incurred by the Purchaser by reason of any breach of any representation, warranty, or agreement of Seller contained in or made pursuant to this Agreement and the other related Agreements.

Section 8.03. Indemnification by Purchaser. Subject to the limitations set forth herein, Purchaser shall indemnify, defend, and hold harmless Seller and its subsidiaries, from and against any and all Losses asserted against or incurred by the Seller by reason of any breach of any representation, warranty, or agreement of Purchaser contained in or made pursuant to this Agreement or the related agreements and instruments contemplated

hereby and thereby, any of the Assumed Liabilities, and the ownership and operation of the Assets from and after the Closing Date.

ARTICLE IX MISCELLANEOUS

Section 9.01. Expenses. Each party shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby. This will include, legal, accounting, travel and lodging, etc if and when needed to complete this agreement.

Section 9.02. Contents of Agreement; Parties in Interest; etc. This Agreement, which includes the schedules, exhibits and the other documents, agreements, certificates and instruments executed and delivered pursuant to this Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the transactions contemplated hereby.

Section 9.03. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

Section 9.04. Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telecopier, air courier or by registered or certified mail, postage prepaid, as follows:

If to the Purchaser:	Karl Hofmeier, 28055 N Ashley Circle, Ste 212 Libertyville, IL 60048 847.615.8200 ext. 205, M: 847-3319899 E: karl@zuhoinc.com
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If to Seller, to:	John Chapman, 213 Huntingdon Road, Clinton, SC 29325 864.833.0431; M: 864.923.9251 E: jwchapman213@gmail.com
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or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, transmitted by facsimile, telegraphed or mailed, as the case may be.

Section 9.05. Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.06. Attorney's Fees. In the event of any dispute arising regarding the enforceability or enforcement of this Agreement, the prevailing party shall be entitled to his or her attorney's fees and costs incurred in obtaining substantially the relief sought.

Section 9.07. Exhibits. All exhibits referred to herein are incorporated herein by reference and are intended to be and hereby are specifically made a part of this Agreement.

Section 9.08. Severability. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

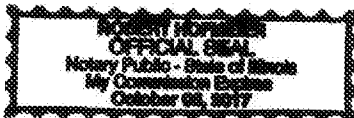
Section 9.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

Section 9.10. Execution by Facsimile. Any party may deliver an executed copy of this Agreement and any documents contemplated hereby by facsimile transmission to another party, and such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement or of such other documents.

Section 9.11. No Commissions. The parties warrant that there are no commissions that will be owed to any broker or other entity related to this transaction.

Section 9.12. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of South Carolina. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the district courts of South Carolina, or the United States District Court for South Carolina, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including, without limitation, any forum non convenes, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement on the date first written above.



Robert Hofmeier
10-30-2016

PURCHASER:

By *[Signature]*

Name Karl Hofmeier

Title President

Date 10/31/16

SELLER: Breakthrough Technology Inc

By John W. Chapman

Name John W. Chapman

Title President

Date 10/31/2016

John W. Chapman
Signature

John Chapman
Mr. John Chapman

10/31/2016
Date

Sworn to and subscribed
before me this 31st day
of October, 2016.

Deborah H. Moody
Deborah H. Moody
Notary Public for SC

My commission expires 6/18/2020

EXHIBIT A: Intangible Property

- a. The trade name 3tailer.com and all others listed in Schedule 1, together with any trademark rights which Seller has or may have in the trade name and any goodwill of the business symbolized by the trade name
- b. Other trade names and trademarks included here if applicable
- c. The trademark "Shop Happy"
- d. The domain name 3tailer.com which shall be transferred at close on 10/21/2016.
- e. databases
- f. Website content and all related electronic and hard copy files
- g. Shopping Cart System(s), content and all related files, and software
- h. Order Processing Software
- i. Packaging, Logos, etc
- j. Supplier Agreements/Customer Contracts

EXHIBIT B: FORM OF BILL OF SALE

Breakthrough Technology Inc company ("Seller"), pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of Oct 31, 2016 between Zuho, Inc. ("Purchaser") and Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, transfers, and assigns to Purchaser, and its successors and assigns, all right, title and interest of Seller in and to all of the assets (collectively, the "Assets") as listed on Exhibits A, B and C to the Purchase Agreement attached hereto.

This Bill of Sale is executed pursuant to the Purchase Agreement. Reference is hereby made to the Purchase Agreement for a complete statement of all representations, warranties and covenants of Seller, and all limitations thereon, with respect to the Inventory, all of which are incorporated herein by reference and are hereby remade and survives the delivery of this Bill of Sale to the extent provided in the Purchase Agreement.

Seller warrants to Purchaser that Seller is the sole owner of the Assets, that Seller has the right to bargain, sell, assign, transfer and convey the Assets, and that the Assets are free and clear of all mortgages, liens, pledges, security interests, charges, claims, encumbrances and restrictions on transfer which would substantially interfere with the Purchaser's use thereof.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of 10/31, 2016.

By Breakthrough Technology Inc

Name John W. Chapman

Title President

Date 10/31/2016

Sworn to and subscribed
before me this 31st day of
October, 2016.

Deborah H. Moody
Deborah H. Moody

Notary Public for SC

My commission expires 6/12/2020

EXHIBIT C

DOMAIN NAME ASSIGNMENT AGREEMENT

This Domain Name Assignment Agreement (the "Assignment") is made this 31st day of October, 2016 between Breakthrough Technology Inc., A South Carolina Corporation, ("Assignee") and Zuho, Inc., an Illinois Corporation (Assignor").

1. Transfer and Assignment

a) Assignor hereby assigns and transfers to Assignee all claims, rights, title and interest Assignor has or may have in the registered domain names identified in Schedule 1, attached hereto and incorporated by this reference (collectively, the "Domain Names") subject to the terms set forth in this Assignment. Without limiting the foregoing, Assignor hereby assigns and transfers to Assignee any trademark rights which Assignor has or may have in the Domain Names, including all rights, title, and interest in and to the trademarks together with any goodwill symbolized by the trademarks, and all content, including all copyright materials, posted at the website(s) operating at the Domain Names. Assignor represents and warrants that it owns all rights, title and interest in and to the Domain Names free and clear of all liens and encumbrances, that it has not entered into any prior agreements with third parties that would preclude it from conveying the rights granted herein, and that it has not engaged in any activity, intentional or otherwise, which would diminish the value of such Domain Names.

b) Immediately upon execution of this Assignment, Assignor will cooperate with Assignee as reasonably requested by Assignee to assist Assignee to effectuate the transfer of the Domain Names to Assignee. Assignor agrees to cooperate with Assignee in executing all documents and doing all things that Assignee considers necessary or desirable to further the purposes of this Assignment, including executing any registration name change agreements required by the appropriate or other domain name registries.

c) Assignor agrees not to adopt or register any domain names, trademarks or business identifiers, including key words, confusingly similar to the Domain Names in any registry or other entity in any country.

2. Consideration

Assignor acknowledges and agrees that payment of the amount set forth in the Asset Purchase Agreement between Assignee and Assignor dated as of Oct. 21st, 2016 (the "Asset Purchase Agreement") in connection with the purchase by Assignee and sale by Assignor of the Assets listed in Exhibits A and B of the Asset Purchase Agreement constitutes the full and complete consideration due to Assignee hereunder, and no other payments shall be due or recoverable by Assignee related to this Assignment.

[Signature lines on following page]

Assignor
Breakthrough Technology Inc

John W. Chapman
Signature

John W. Chapman
Printed Name

President
Title

10/31/2016
Date

Assignee

Karl Hohener
Signature

Karl Hohener
Printed Name

President
Title

10/31/16
Date

John W. Chapman
Signature

John W. Chapman
Mr. John Chapman

10/31/2016
Date



Robert Hohener
10-31-2016

Sworn to and subscribed
before me this 31st day
of October, 2016.

Deborah H. Moody
Deborah H. Moody
Notary Public for SC
My commission expires 6/18/2020

SCHEDULE 1

ASSIGNED DOMAIN NAMES

1	<u>3TAILER.COM</u>	11/11/2020	Active
2	<u>3TAILER.NET</u>	2/2/2017	Active
3	<u>3TAILER.ORG</u>	2/2/2017	Active
4	<u>ALLPHONESUPPLIES.COM</u>	9/17/2018	Active
5	<u>BUYCOMPRESSION.COM</u>	9/21/2019	Active
6	<u>BUYSHOEINSERTS.COM</u>	4/8/2020	Active
7	<u>CHOICEDIABETICSOCKS.COM</u>	12/1/2017	Active
8	<u>COFFEEMO.COM</u>	8/22/2018	Active
9	<u>EFIREPLACESUPPLIES.COM</u>	3/19/2019	Active
10	<u>ENJOYPICNICS.COM</u>	8/1/2018	Active
11	<u>FOODFRYERS.COM</u>	5/22/2019	Active
12	<u>FRESHDUVETCOVERS.COM</u>	4/22/2018	Active
13	<u>HOMEWESTERSTATIONS.COM</u>	12/5/2018	Active
14	<u>JUSTFUTONCOVERS.COM</u>	1/4/2017	Active
15	<u>MARINEBOATSUPPLIES.COM</u>	3/22/2018	Active
16	<u>MEDICALSUPPLIEST.COM</u>	10/24/2018	Active
17	<u>NEEDCOSTUMES.COM</u>	6/2/2019	Active
18	<u>SHOPFOOTCARE.COM</u>	4/8/2020	Active
19	<u>SPORTSCOUNTERS.COM</u>	12/12/2017	Active
20	<u>SPORTSMEDICINESHOP.COM</u>	10/19/2019	Active
21	<u>TEAMFLAGSHOP.COM</u>	2/26/2018	Active
22	<u>THREETAILER.COM</u>	5/4/2020	Active
23	<u>TWOPILLOWS.COM</u>	3/19/2017	Active
24	<u>WEATHERHOMESTATIONS.COM</u>	3/31/2018	Active
25	<u>YOUNIFORMS.COM</u>	8/13/2017	Active
26	<u>ZENDIABETICSHOES.COM</u>	8/20/2018	Active

EXHIBIT D
ASSUMED AGREEMENTS

EXHIBIT E

INSURANCE CONTRACTS COVERING THE BUSINESS

EXHIBIT F

ALL UNFILLED CUSTOMER PURCHASE ORDERS

EXHIBIT G

ALL MATERIAL CONTRACTS, AGREEMENTS OR COMMITMENTS (ORAL OR WRITTEN) BINDING OR AFFECTING THE SELLING CORPORATION