

900415489 07/31/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437313

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freedom Alliance Ventures, LLC		07/15/2017 LLC 06/05/2017	Limited Liability Company: HAWAII
RECEIVING PARTY DATA			
Name:	International Cruise & Excursion Gallery, Inc.		
Street Address:	7720 N. Dobson Rd.		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85256		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87390800	MUST DO TRAVELS	
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:	8084640840		
Email:	contact@mustdotravel.com		
Correspondent Name:	Jeffrey Crooks		
Address Line 1:	145 Manino Circle #204		
Address Line 4:	Kihei, HAWAII 96753		
NAME OF SUBMITTER:	Jeffrey Crooks		
SIGNATURE:	/Jeffrey Crooks/		
DATE SIGNED:	07/31/2017		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the June 5, 2017 ("Effective Date") by and between Freedom Alliance Ventures, LLC with its principal office at PO BOX 135, Papaaloo, Hawaii 96780 and Jeffrey James Crooks, in his individual capacity, (together, "Seller"), and International Cruise & Excursion Gallery, Inc., a Delaware Corporation located at 7720 N. Dobson Rd., Scottsdale, AZ 85256 ("Buyer").

RECITALS

WHEREAS, collectively, Seller is engaged in the business of influencing and marketing travel locations to consumers online through media platforms, profiles and/or channels and other internet based mediums (the "Business");

WHEREAS, collectively, Seller is the current registrant of, and owns registration rights to the domain name www.mustdotravel.com ("Domain Name"); and a related federal trademark and state based fictitious name registration for 'Must Do Travels' ("Trademark"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desire to sell, transfer and assign to Buyer, the Domain Name, Trademark, and all other related or associated Purchased Assets (as hereinafter defined) upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PURCHASE AND SALE OF ASSETS

- A. Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined) Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase, all of the rights, claims and assets of Seller used, held for use, or acquired or developed for use, other than assets expressly defined in this Agreement as Excluded Assets (collectively, the "Purchased Assets"). The Purchased Assets shall include the following:
- i. Domain Name. All of Seller's right, title and interest in, to and associated with the Domain Name Mustdotravel.com, including, but not limited to, all registrations, trademark rights, if any, in the Domain Name and all past, present, and future internet traffic to the Domain Name ("Domain Name");
 - ii. Trademark. All of Seller's right, title and interest in past, present, or future trademark rights associated with or logically connected with 'Must Do Travels', that includes all federal, state and local trademark rights and registrations and all trademark derivatives of Must Do Travel, including any state based fictitious name registrations ("Trademark");
 - iii. Other Intellectual Property. All of Seller's right, title and interest to any past, present, or future Trademarks, Patents, Copyrights, Domain Names and Trade Secrets, as well as all other inventions, whether or not patentable, and improvements thereto, all works of authorship, whether or not copyrightable and whether or not registered related to or logically connected to the Trademark and Domain Name ("Other Intellectual Property");
 - iv. Trade Rights and Goodwill. All of Seller's interest and Goodwill in any Domain Name, Trademark, and Other Intellectual Property associated with or logically related to Must Do Travels including all past, present or future leads or customer lists, administrative and controlling accesses to any and all media platforms, profiles and/or channels, including but not limited to Facebook, Twitter, Instagram, LinkedIn, Google+ and Youtube that are related to or administered by Seller ("Goodwill");
 - v. Contracts. To the extent assignable by Seller, all of Seller's rights in, to and under all contracts, agreements, affiliate programs, insertion orders, licenses, and the like associated with the Trademark, Domain Name, Other Intellectual Property, and Goodwill (hereinafter "Contracts"). Notwithstanding the above, if Seller fails to disclose any Contracts to Buyer, Buyer shall have the right to reject as a Purchased Asset any such Contract within sixty (60) days following Buyer obtaining actual knowledge of the existence of such Contract, and in such event Seller shall indemnify Buyer against any third-party claim relating to such Contract. Only upon assignment of the Contracts to the Buyer, Buyer shall assume all of the obligations of Seller under the Contracts; and

- vi. General Intangibles. All prepaid items, all causes of action arising out of occurrences before or after the Closing, and other intangible rights and assets of the Domain Name, Trademark, Other Intellectual Property, Goodwill, and Contracts.
- B. Excluded Assets. Excluded from the Purchased Assets, Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer shall not purchase or accept the following assets of Seller (collectively the "Excluded Assets").
- i. Equipment. Seller's machinery, equipment, hardware, servers, computers, furniture, and any similar personal property owned or held for use by Seller on the Closing Date.
 - ii. Consideration. The consideration delivered by Buyer to Seller pursuant to this Agreement.
 - iii. Real Property. Any lease or other interest in real property.
 - iv. Rejected Contracts. Contracts rejected by Buyer pursuant to Section I.A.iv.
 - v. Tax Credits and Records. Federal, state and local income and franchise tax credits and tax refund claims and associated returns and records. Buyer shall have reasonable access to such returns upon demand, for up to five (5) years following the Closing Date, and records related to the Domain Name and Purchased Assets and Buyer may make excerpts therefrom and copies thereof subject to the prior approval of Seller, which approval shall not be unreasonably withheld.
 - vi. Accounts Receivable/Cash. All accounts receivable of Seller and Cash on hand or on account for Seller.

II. LIABILITIES

As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured.

- A. No Buyer Liabilities. Buyer is not assuming any Liabilities of Seller and all such Liabilities shall be and remain the responsibility of Seller. Nothing contained herein shall cause Buyer to assume any liabilities or obligations arising out of the operation or ownership of the Purchased Assets prior to the Closing, whether known or unknown at the Closing Date. IN NO EVENT SHALL BUYER OR ITS RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, INDIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, MORAL DAMAGES, LIQUIDATED DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR ANY OTHER FORM OF DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THESE TYPES OF DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR OTHERWISE. EACH PARTY HERETO AGREES THAT BUYERS MAXIMUM CUMULATIVE LIABILITY FOR ALL BREACHES OF ANY PROVISIONS OF THIS AGREEMENT OR ANY OTHER BREACHES OF CONDITION OR TERMS, OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO FIVE THOUSAND DOLLARS (\$5,000).
- B. Seller Liabilities. Buyer is not assuming and Seller shall not be deemed to have transferred to Buyer the following Liabilities of Seller (collectively the "Seller Liabilities"), and nothing contained herein shall cause Seller to assume any liabilities or obligations arising out of the operation or ownership of the Purchased Assets after the Closing:
- i. Taxes Arising from Transaction. Any taxes applicable to, imposed upon or arising out of the sale or transfer of the Purchased Assets to Buyer and the other transactions contemplated by this Agreement, including but not limited to any income, transfer, sales, use, gross receipts or documentary stamp taxes. Seller agrees to pay all taxes for which the Seller is liable.
 - ii. Income and Franchise Taxes. Any Liability of Seller for federal income taxes and any state or local income, profit or franchise taxes (and any penalties or interest due on account thereof).
 - iii. Litigation or Dispute Matters. Any Liability with respect to any action, suit, proceeding, arbitration, or investigation or inquiry, whether civil, criminal or administrative related to the Purchased Assets ("Litigation").
 - iv. Infringements. Any Liability to a third party arising from the operation or ownership of the Purchased Assets prior to the Closing Date for infringement of such third party's patent, copyright, trademark, trade secret, or other intellectual or proprietary right.

- v. Employee Claims. Any Liability to or with respect to any employee or former employee of the Seller, including, but not limited to, any Liability under any employee benefit plan, or for unpaid or accrued vacation or sick time, or severance pay.
- vi. Transaction Expenses. All expenses incurred by Seller in connection with this Agreement and the transactions contemplated herein.
- vii. Liability For Breach. Liabilities of Seller for any breach or failure to perform any of Seller's representations, covenants and promises contained in, or made pursuant to, this Agreement, or, prior to the Closing, any other contract, whether or not purchased hereunder.
- viii. Liabilities to Customers. Liabilities of Seller to its present or former customers which arise from the operation of the Domain Name mustdotravel.com prior to the Closing.
- ix. Violation of Laws or Orders. Liabilities of Seller for any violation of or failure to comply with any statute, law, ordinance, rule or regulation (collectively, "Laws") or any order, writ, injunction, judgment, plan or decree (collectively, "Orders") of any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other (collectively, "Government Entities").

III. PURCHASE PRICE PAYMENT

- A. Purchase Price. The purchase price (the "Purchase Price") for the Purchased Assets shall be set forth on Schedule A. Buyer and Seller agree that no payment will be made until the registration of the Domain Name, and Trademark registrations have been transferred to the name of Buyer, as Buyer directs; provided however, that if the registration of the Trademark and Domain Name does not transfer to Buyer within forty-five (45) days after the Closing, Buyer shall be entitled, at Buyer's sole discretion to cancel this Agreement.
- B. Registrar and Transfer Fees. Seller shall be responsible for any fees payable to any third party to effectuate the transfer of its right, title and interest in and registration of the Domain Name, as contemplated under this Agreement, including, without limitation, any fees payable to any controlling or licensing bodies (the "Registrar") in connection herewith. Seller shall be responsible for any registration fees charged by the Registrar for the continued registration of the Domain Name and Trademark after the Closing.
- C. Finder's Fees. Buyer shall have no obligation to Seller or any other third party with regard a finder's fee, broker's fee, or any other similar fee. Seller shall have no obligation to Buyer or any other third party with regard to a finder's fee, broker's fee, or any other similar fee.
- D. Allocation of Purchase Price. The aggregate Purchase Price shall be allocated among the Purchased Assets in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder. As such, Seller and Buyer agree that 100% of the Purchase Price will be allocated to "Intangibles" related to the Purchased Assets set forth in this Agreement and goodwill arising from the transaction. To the extent that disclosures of this allocation are required to be made to the Internal Revenue Service ("IRS") under the provisions of Section 1060 of the Code or any Treasury Regulations promulgated thereunder, Buyer and Seller agree to follow and use such allocation in all tax returns, filings or other related reports made by them to the IRS or any other United States of America governmental agency and in the event Seller is required to make any such disclosures, it shall communicate to Buyer the content of such disclosures and coordinate with Buyer regarding the required disclosure prior to the filing with or submission to the IRS.

IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

- A. Trademark.
 - i. Seller is the registrant listed in the records of the Registrar as the sole owner of the pending registration for the Trademark.
 - ii. Seller has not used any false name, fraud, misrepresentation, or otherwise made any false or misleading statement in the process of filing for and registering the Trademark, or in connection with this transaction underlying the Agreement.
 - iii. Seller is the owner of all right, title and interest in and to all of the Trademarks, in each case free and clear of any and all encumbrances, licenses, covenants, conditions and restrictions or other adverse claims or interests of any kind or nature. Seller has not received any written notice or claim or any oral notice or claim, challenging Seller's complete and exclusive ownership of the Trademark.
 - iv. Other than one trademark application filed with the U.S. Patent and Trademark Office which is pending, Seller has not obtained or filed an application to register a trademark with the US Patent and Trademark Office or other agency (domestic or foreign) of the Domain Name or any other mark confusingly similar to Must Do Travels.

B. Domain Name.

- i. Seller is the registrant listed in the records of the Registrar as the sole owner of the registration of the Domain Name.
- ii. Seller has not used any fraud, misrepresentation, or otherwise made any false statement in the process of registration and maintenance of the registration of the Domain Name on or in connection with the transaction underlying this Agreement.
- iii. No fees are owing to the Registrar or any other government agency or other entity or party with regard to the registration of the Domain Name. Seller represents and warrants that all registration fees to the Registrar are current and shall remain so through the Closing. Furthermore, Seller represents and warrants that it shall deliver under this Agreement all of Seller's right, title and interest in the Domain Name, free and clear of all "Liens", as defined in Section 4(H).
- iv. Seller has not licensed or otherwise allowed or enabled the use of the Domain Name to any other person or entity, or granted any right with respect to the Domain Name to any other person or entity, that may, in any manner, whether currently or in the future, restrict, impede or adversely affect Buyer's rights therein.
- v. Other than the Trademark, Seller has not obtained or filed an application to register any additional trademark with the US Patent and Trademark Office or other agency (domestic or foreign) related to or logically associated with the Domain Name or any other mark confusingly similar to the Domain Name.
- vi. To the best of Seller's knowledge, the ownership of registration of the Domain Name, and use and operation of the Domain Name, do not infringe upon the trademark or other Trade Rights of any third party.

C. Power and Authority.

- i. Identity of Seller. Seller is comprised of one Hawaiian Limited Liability Corporation, Freedom Alliance Ventures, LLC that has a sole owner and member, Jeffrey Crooks and one individual, Jeffrey Crooks, on behalf of himself.
- ii. Power. Seller has all requisite power and authority to own assets and carry on business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and to carry out the transactions contemplated hereby and thereby.
- iii. Authority. Seller represents and warrants that no other or further act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto shall constitute, valid binding agreements of Seller, enforceable, in accordance with their respective terms.

D. No Violation. Neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto, nor the consummation by Seller of the transactions contemplated hereby and thereby (a) shall violate any applicable Law or Order, (b) shall require any authorization, consent, approval, exemption or other action by or notice to any Government Entity or third party, or (c) shall violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or shall result in the termination of, or accelerate the performance required by, or result in the creation of any Lien (as defined in Section 4(H)) upon any of the assets of Seller under, any term or provision of the Articles of Organization or Bylaws of Seller or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which Seller is a party or by which Seller or any of its assets or properties may be bound or affected.

E. Tax Matters. Seller has paid all federal, state and local taxes currently due relating to the Purchased Assets and the Business through and including the Closing Date, including without limitation all income, sales and use tax, franchise tax and excise tax.

F. Absence of Undisclosed Liabilities. Except as and to the extent specifically disclosed in this Agreement, Seller does not have any Liabilities in respect to the Purchased Assets and none of which has or shall have a material adverse effect on the Purchased Assets. Seller has no actual knowledge of any basis for the assertion against Seller of any Liability in connection with the Purchased Assets, and there are no circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to Liabilities, except commercial liabilities and obligations incurred in the ordinary course of Seller's business and consistent with past practice.

G. No Litigation. There is no pending or, to Seller's actual knowledge, threatened, Litigation against Seller, its affiliates, or their respective officers or directors (in such capacity), its business or any of its assets, in any

- way relating to or affecting the Purchased Assets, nor does Seller know, or have grounds to know, of any basis for any Litigation or subject to any Order.
- H. **Marketable Title.** Seller has good and marketable title to the Purchased Assets, free and clear of all mortgages, liens (statutory or otherwise), security interests, claims, or encumbrances of any nature whatsoever (collectively, "Liens"). None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has completed and unrestricted power and right to sell, assign, convey and deliver the Purchase Assets to Buyer. At Closing, Buyer shall receive good and marketable title to the Domain Name, the Trademark, and other Purchased Assets, free and clear of all Liens.
 - I. **Trade Rights.** To the best of Seller's actual knowledge, Seller is not infringing and has not infringed any Trade Rights of another in the operation of the Domain Name or Trademark, nor is any other person infringing the Trade Rights of Seller. There is no Litigation pending or, to Seller's actual knowledge, threatened, to challenge Seller's right, title and interest with respect to its continued use of the Trade Rights in connection with the Domain Name or Trademark, as such is currently being conducted, and right to preclude others from using any Trade Rights of Seller. Seller is not aware of any facts or circumstances that could give rise to such Litigation. All Trade Rights of Seller are valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Seller.
 - J. **Assets Necessary to use the Domain Name.** The Purchased Assets include all property and assets (except for the Excluded Assets), which are necessary to permit Buyer to carry on the with the use of Domain Name as presently conducted.
 - K. **Brokers or Finders.** Neither Seller nor any of its employees, representatives or agents have retained, employed or used any broker or finder in connection with the transactions provided for herein or the negotiation thereof.

V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

- A. **Corporate.**
 - i. **Organization.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
 - ii. **Corporate Power.** Buyer has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.
- B. **Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Buyer. No other corporate act or proceeding on the part of Buyer or its shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto shall constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.
- C. **No Brokers or Finders.** Neither Buyer nor any of its directors, officers, employees, affiliates or agents have retained, employed or used any broker or finder in connection with the transactions provided for herein or the negotiation thereof.

VI. COVENANTS OF THE PARTIES

The parties covenant and agree as follows, which covenants shall survive the Closing except as otherwise provided below:

- A. **Non-Use and Non-Interference.** Seller covenants and agrees that neither Seller nor any of its affiliates and representatives shall, directly or indirectly, (i) make further use of the Purchased Assets as of the Closing Date; (ii) challenge, interfere, obstruct, or solicit, encourage or assist others to challenge or otherwise interfere with, Buyer's title, interest, right or use the Purchased Assets; (iii) use or register any of the following domain names: "Must Do" "MDT" or "MDTravels" or a variation thereof, followed by .com, .net, .org., .info or any other variation related to such domain name; or (iv) take or refrain from any action that may detrimentally affect the registrability, validity of, or commercial value associated with the Purchased Assets, including the goodwill associated therewith. In the event a court of competent jurisdiction determines that the provisions of this covenant are excessively broad as to duration, geographical scope or

activity, it is expressly agreed that this covenant shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such overbroad provisions shall be deemed, without further action on the part of any person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in such jurisdiction. This provision shall survive the Closing.

- B. Confidential Information. Seller shall not at any time subsequent to the Closing, except as explicitly requested by Buyer, use for any purpose or disclose to any person, documents, tapes, discs, programs or other information storage media ("Records") containing any Confidential Information concerning the Purchased Assets, all such information being deemed to be transferred to the Buyer hereunder. For purposes hereof, "Confidential Information" shall mean and include, without limitation and with respect only to the Purchased Assets, all Intellectual Property, customer and vendor lists and related information, information concerning Seller's operations, strategies, processes, products, software, sales, marketing and distribution methods, properties and assets, liabilities, finances, all privileged communications and work product related to the title, interest, right of use, registrability, validity or commercial value of the Domain Name and Trademark, and any other information not previously disclosed to the public directly by Seller. If at any time after Closing, Seller should discover that it is in possession of any Records containing Confidential Information, Seller shall promptly turn such Records over to Buyer, subject to Seller's right to retain copies thereof. Seller covenants and agrees that it shall not assert a waiver or loss of confidential or privileged status of the information based upon such possession or discovery. Seller hereby consents to Buyer's consultation with legal, accounting and other professional advisors to Seller concerning advice rendered to Seller prior to the Closing regarding the Purchased Assets, excluding, however, the negotiation and drafting of this Agreement and the transactions entered into pursuant hereto. This provision shall survive the Closing.

VII. INDEMNIFICATION BY SELLER

- A. Indemnity. Subject to the terms and conditions of this Article 7, Seller, hereby agrees to compensate, indemnify, and hold harmless Buyer, and its directors, officers, employees and controlled and controlling persons (collectively, the "Buyer Indemnified Parties"), and at Buyer's option and request defend the Buyer Indemnified Parties, from and against all Claims asserted against, resulting to, imposed upon, or incurred by the Buyer Indemnified Parties or the Purchased Assets transferred to Buyer pursuant to this Agreement, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement; (b) the breach of any covenant of Seller contained in this Agreement; (c) any Claim brought by or on behalf of any broker or finder retained, employed or used by Seller or any of its employees, representatives or agents in connection with the transactions provided for herein or the negotiations thereof, whether or not disclosed herein; (d) any Claim by or in respect of an employee or former employee of Seller; (e) any Claim of or against Seller, the Purchased Assets not specifically and expressly assumed by Buyer pursuant hereto; or (f) all Seller Liabilities. As used in this Article 7, the term "Claim" shall include (i) all losses, deficiencies, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (ii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.
- B. Seller's Rights. Anything in this Article 7 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Buyer Indemnified Party, the Buyer Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Seller shall not, without the written consent of the Buyer Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Buyer Indemnified Party a release from all Liability in respect of such Claim.
- C. Survival. This Indemnification by Seller section shall survive the Closing.

VIII. INDEMNIFICATION BY BUYER

- A. Indemnity. Subject to the terms and conditions of this Article 8, Buyer hereby agrees to compensate, indemnify, and hold harmless Seller, and its directors, officers, employees and controlled and controlling persons (collectively, the "Seller Indemnified Parties"), and at Seller's option and request defend the Seller Indemnified Parties, from and against all Claims asserted against, resulting to, imposed upon, or incurred by the Seller Indemnified Parties, directly from (a) the inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement; or (b) the breach of any covenant of Buyer contained in this Agreement; not specifically and assumed by Seller pursuant hereto. The term "Claim" as used herein shall be limited to actual damages.

- B. **Buyer's Rights.** Anything in this Article 8 to the contrary notwithstanding, (i) if there is a Claim that may materially and adversely affect the Seller Indemnified Party other than as a result of money damages or other money payments, the Seller Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Buyer shall not, without the written consent of the Seller Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Seller Indemnified Party a release from all Liability in respect of such Claim.

IX. CLOSING

- A. The closing of this transaction (the "Closing") shall take place through a "mail-away" closing, no later than July 15, 2017, at such time and place as the parties hereto shall mutually agree. Such date is referred to in this Agreement as the "Closing Date". At the Closing, the documents, instruments and writings in respect of the Purchased Assets to be delivered by Seller, and the Purchase Price that is to be paid by Buyer at Closing, as agreed under Section 3(A), shall be delivered simultaneously.
- B. **Seller Deliveries.** At the Closing, Seller shall deliver to Buyer or Buyer's designee the following documents, in each case duly executed or otherwise in proper form:
- i. **Bills of Sale.** Bills of sale and such other instruments of assignment, transfer, conveyance and endorsement, as shall be sufficient in the reasonable opinion of Buyer and its counsel to transfer, assign, convey and deliver to Buyer the Purchased Assets as contemplated hereby, which should include at least the following supplements:
 - a. Verification that the Domain Name Registration has been transferred into the name of Buyer.
 - b. Verification that the Trademark registrations has been transferred into the name of Buyer, including the fictitious name registration(s).
 - c. Verification that all administrative access and control to all media platforms, profiles and/or channels related to the Purchased Assets has been transferred over to Buyer.
 - ii. **Other Documents.** All other documents, instruments or writings required to be delivered to Buyer at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Buyer may reasonably request.
- C. **Buyer Deliveries.** At the Closing, Buyer shall deliver the following items, in each case duly executed or otherwise in proper form:
- i. **Purchase Price.** The Purchase Price in accordance with Section 3(A).
 - ii. **Other Documents.** To Seller, all other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Seller may reasonably request.

X. CONDITIONS PRECEDENT TO CLOSING

- A. **Conditions Precedent to Buyer's Performance.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions: (i) Seller shall have performed and complied in all respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.
- B. **Conditions Precedent to Seller's Performance.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the closing, of the following condition: (i) Buyer shall have performed and complied in all respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, as applicable.

XI. MISCELLANEOUS

- A. **Further Assurance.**
- i. From time to time, at Buyer's request and without further consideration, Seller shall do, acknowledge, execute and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other such documents, instruments and consents as may be reasonably necessary or appropriate to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Buyer good, valid and marketable title to the Purchased Assets, including but not limited to, completing, executing and delivering the necessary registrant name change agreement pertaining to the Domain Name,

- Trademark, and executing any and all documents and notices necessary for the assignment to Buyer of any Contracts.
- ii. Seller recognizes that Buyer may need financial or other data with respect to the Domain Name covering periods prior to or after the Closing in order to comply with all laws, rules, and regulations and Seller shall render reasonable cooperation to Buyer and its auditors at Sellers expense to provide such information upon request.
- B. Disclosures and Announcements. All press releases and other public disclosures and announcements concerning the transactions provided for in this Agreement shall be made only by Buyer, and Buyer shall seek input from Seller on content and timing of such disclosures and announcements. In no event shall Seller's approval be required.
- C. Assignment; Parties in Interest.
- i. Assignment. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties.
 - ii. Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.
- D. Equitable Relief. The parties agree that any breach of the covenants contained in Article 6 hereof shall result in irreparable injury to the non-breaching party for which a remedy at law would be inadequate; and that, in addition to any relief at law which may be available to the non-breaching party for such breach and regardless of any other provision contained in this Agreement, such party shall be entitled to injunctive and other equitable relief as a court may grant. This Section 11(D) shall not be construed to limit a party's right to obtain equitable relief for other breaches of this Agreement under general equitable standards.
- E. Law Governing Agreement; Jurisdiction and Venue. This Agreement shall be construed and interpreted according to the internal laws of the State of Arizona., excluding any choice of law rules that may direct the application of the laws of another jurisdiction. In the event it shall become necessary for any party to take action of any type whatsoever to enforce the terms of this Agreement, venue shall lie exclusively in the state or federal courts sitting in Maricopa County, Arizona. The parties consent to the personal jurisdiction of the aforementioned venues in any action concerning or relating to the Agreement, and any objections to personal jurisdiction are hereby expressly waived. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR OTHER LITIGATION RESULTING FROM OR INVOLVING THE ENFORCEMENT OF THIS AGREEMENT OR A DISPUTE UNDER OR RELATING TO THIS AGREEMENT.** Process and pleadings mailed to a party at the address provided in Section 11(G) shall be deemed properly served and accepted for all purposes.
- F. Amendment and Modification. No purported modification, amendment or waiver of this Agreement or its terms shall be effective unless it is in writing and signed by Buyer and Seller.
- G. Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by email of written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:
- If for Buyer:
- Attn: Legal Dept.
International Cruise & Excursion Gallery, Inc.
7720 N. Dobson Rd.
Scottsdale, Arizona 85256
- If for Seller:
- Jeffrey Crooks/Freedom Alliance Ventures, LLC.
PO BOX 135
Papaaloa, Hawaii 96780
- H. Expenses. Regardless of whether or not the transactions contemplated hereby are consummated, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby. The parties agree that the prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party or parties all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.

- I. Entire Agreement. This instrument, along with all exhibits and schedules thereto, embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the party's other than those set forth or provided for herein. Each party warrants that it has relied solely on its own diligent investigations as well as on the representations and this Agreement.
- J. No Warranty of Profitability. Buyer acknowledges that Seller makes no claims, representation or warranty as to the future profitability of the Domain Name.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Email Delivery. This Agreement and each other agreement or instrument entered into in connection herewith, to the extent signed and delivered by means of electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of an email delivery or emailed signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of email as a defense to the enforceability of a contract and each such party forever waives any such defense.
- M. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- N. Severability. If any clause or provision herein contained operates or would operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be deemed severed and not a part hereof, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.
- O. Contract Interpretation. Ambiguities, inconsistencies, or conflicts in this Agreement shall not be strictly construed against the drafter of the language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this Agreement is entered into. Each party hereto agrees that it has consulted with, or had ample opportunity to consult with, counsel of its own choosing. Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Freedom Alliance Ventures, LLC
 By: [Signature]
 Printed Name: Jeffrey Crooks
 Title: OWNER and Managing Member
 Date: 6-5-2017

Jeffrey Crooks, as an individual
 By: [Signature]
 Printed Name: Jeffrey Crooks
 Date: 6-5-2017

International Cruise & Excursion Gallery, Inc.
 By: [Signature]
 Printed Name: John Rowley
 Title: CEO
 Date: 14, June 2017

**SCHEDULE A
PURCHASE PRICE**

In Consideration of delivering all Purchased Assets at or before the Closing Date to Buyer, Seller shall receive as complete consideration, the following compensation:

The first twelve (12) months following the Closing Date, Jeffrey Crooks, shall be paid \$10,000 per month (for a total of \$120,000), subject to sections A through D, below.

- A. Jeffrey Crooks shall remain involved with Buyer as an independent consultant for a period of twelve (12) months in order to assist Buyer in the growth and development of the Purchased Assets. Buyer shall enter into and sign the attached Independent Consulting Agreement, Exhibit 1 to Schedule A, prior to or on the Closing Date.
- B. The first three monthly payments of ten thousand dollars (\$10,000) shall be guaranteed by Buyer, but remain payable monthly.
- C. The remaining nine (9) monthly payments of ten thousand dollars (\$10,000) is contingent on Must Do Travels still functionally existing, and Jeffrey Crooks, materially participating in the continued growth of the Must Do Travels program through independently consulting with Buyer.
- D. As an independent consultant for Buyer, Jeffrey Crooks will be required to participate materially in Must Do Travels program and implementation, as well as perform the reasonable tasks as requested by Buyer for twelve (12) months following the Closing Date. All tasks and requirements will be provided by Buyer's executive, Bart Fesperman.

EXHIBIT 1 to SCHEDULE A

**INDEPENDENT CONSULTANT AGREEMENT
FOR THE ASSET PURCHASE**

Name: Jeffrey Crooks

THIS INDEPENDENT CONSULTANT AGREEMENT FOR THE ASSET PURCHASE ("Agreement") is entered into as of the signing date below, by and between International Cruise & Excursion Gallery, Inc. ("Company") and Jeffrey Crooks, ("Independent Consultant").

RECITALS

WHEREAS, Company is engaged in the marketing and sale of travel services and products; and

WHEREAS, Company desires to contract with Independent Consultant as an independent contractor, and Independent Consultant desires to contract with Company in such capacity, to provide services to Company in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

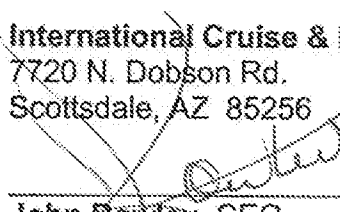
1. **Scope of Authority:** Company hereby appoints Independent Consultant as a Consultant within the limits as stated herein. Independent Consultant shall have no authority to bind International Cruise & Excursion Gallery, Inc., financially or otherwise.
2. **Compensation:** Company shall pay Independent Consultant compensation to Independent Consultant in the amount of ten thousand dollars (\$10,000) per month.
3. **Services Required:** Independent Consultant shall devote such time, energy, and skill as needed in order to continue developing the Must Do Travels brand and generate growth therewith, including but not limited to:
 - a. Managing the growth with the Must Do Travels Facebook account and linked group;
 - b. Assisting in development of segmented sub-brands as directed by ICE, and assist in growing the networks of pages that are used to feed growth of the sub-brands;
 - c. Continue developing an audience and engagement on the Must Do Travels' Instagram;
 - d. Facilitating and generating ideas and strategies for the Must Do Travel program and continually locate areas of opportunity to expand its reach and engagement; and
 - e. Other necessary tasks and initiatives aimed towards the growth of the Must Do Travels program and brand.
4. **Direction:** Independent Consultant shall receive direction and instructions from Company as represented by Bart Fesperman.
5. **Reporting & Payments:** Independent Consultant shall submit all status and expense reports to Bart Fesperman. Independent Consultant shall maintain records and report to Company the time spent for all work performed under this Agreement in writing at the end of each month. Company shall make all payments to Independent Consultant once each month.
6. **Period of Performance:** The period of performance under this agreement shall be for twelve (12) months commencing on the Closing Date, subject to Section 7, Termination.
7. **Termination:** Notwithstanding any language contained in this Agreement to the contrary, this Agreement may be terminated by Independent Consultant at any time for any reason, or no reason at all, by providing 30 days written notice to the Company. Company may terminate this Agreement only upon a material breach by Independent Consultant or due to Independent Consultant failing to materially participate in the continued growth of the Must Do Travels program as determined by Company.

8. **Non-employee Status:** Independent Consultant acknowledges that he/she is an independent Consultant to Company and its subsidiaries and not an employee in any way or for any purpose.
9. **Non-Assignment:** The rights and duties of Independent Consultant under this Agreement are personal and may not be assigned or delegated without prior written consent of Company's President.
10. **Non-Agency Relationship:** Independent Consultant is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's services or to commit the company to any obligations without express written authorization from the Chief Executive Officer.
11. **Indemnification:** Independent Consultant shall indemnify the Company, its affiliates, its directors, officers, parent companies, and employees from and against any and all costs and expenses incurred, damages finally awarded and judgments or settlements, including reasonable attorney fees, in any action or claim by third parties: i) arising out of, related to, or alleging that the negligent, intentional or other acts of Independent Consultant or her agent or representatives, or any act of Independent Consultant caused damages to a third party; ii) arising out of or related to the Independent Consultant's services under this Agreement. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.
12. **Taxes and Insurance.** Independent Consultant is responsible for properly calculating all income taxes, including estimated taxes, and other governmental mandated charges and fees, if any, incurred as a result of or in connection with the fees paid by Company to Consultant for services under this Agreement, and remitting such taxes and charges to the appropriate government entity. Independent Consultant shall be solely responsible for and at his/her sole expense hold and maintain during the course of this agreement, a sufficient level of general liability insurance to cover its services and possible liabilities related thereto.
13. **Governing Law and Venue:** This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of Arizona. The parties hereto consent to the jurisdiction and venue of an appropriate court located in Maricopa County, State of Arizona. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable. The provisions of this Paragraph 13 shall survive the expiration or termination of this Agreement.
14. **Notice:** Any notice under this Agreement shall be deemed given on the date of hand-delivery or on the third business day following the mailing of any such notice, postage paid, to the address set forth above for Company and below for Independent Consultant.
15. **Security & Confidentiality:** Access to the network and critical systems on site and remote are required to perform this job. All access that is inherently needed as a regular full-time employee is still required by, and will be granted to, Independent Consultant with respect to badge access for local facilities. Remote access will be via VPN with the same said privileges. Independent Consultant shall maintain any and all information derived from performance under this Agreement as confidential, including the generalities and specifics concerning the company's customers, employees, clients, and business partners. This covenant of confidentiality shall survive the period of performance and the term of this Agreement.
16. **Ownership:** The parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as otherwise necessary to ensure the Company's complete ownership of all rights, titles and interest in the Work Product, the Independent Consultant shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the Company sees fit.
17. **Limitation of Liability:** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, WHICH SHALL NOT BE CAPPED OR LIMITED IN ANY WAY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, LIQUIDATED, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR MORAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE,

OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS. THE PROVISIONS OF THIS PARAGRAPH 17 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

18. **Disclaimer of Warranty:** THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.
19. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter addressed herein, and any representation, promise or condition relating to the subject matter hereof which is not incorporated herein shall not be binding upon either party. This Agreement may not be modified or amended other than by an Agreement in writing signed by the party to be charged with such modification or amendment.
20. **Waiver:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
21. **Representations:** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.
22. **Acceptance:** Both parties below acknowledge that they have read this Agreement, understand its contents and meaning, and agree to be bound by it.


International Cruise & Excursion Gallery, Inc.
7720 N. Dobson Rd.
Scottsdale, AZ 85256



John Rowley, CEO

14 June 2017
Date

Jeffrey Crooks
Independent Consultant



Name: Jeffrey Crooks

6-5-2017
Date