

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Lighting Distributions, Inc.		04/18/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	4Wall Entertainment, Inc.		
Street Address:	3165 W. Sunset Rd., Suite 100		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89188		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3484228	SOLARIS	
CORRESPONDENCE DATA			
Fax Number:	3142419090		
<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:	3142419090		
Email:	kj@greensfelder.com		
Correspondent Name:	Karen M. Johnson		
Address Line 1:	10 S. Broadway, Suite 2000		
Address Line 2:	Greensfelder, Hemker & Gale, PC		
Address Line 4:	Saint Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Karen M. Johnson		
SIGNATURE:	/Karen M. Johnson/		
DATE SIGNED:	09/12/2017		
Total Attachments: 7			
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ASSET PURCHASE AND SALE AGREEMENT

dated as of

April 18, 2017,

among

Intelligent Lighting Distributions, Inc.,

as Seller,

Oshine Najarian,

as Equityholder

and

4Wall Entertainment, Inc.,

as Purchaser

ASSET PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of April 18, 2017, among 4Wall Entertainment, Inc., a Nevada corporation ("**Purchaser**"), Intelligent Lighting Distributions, Inc., a Georgia corporation ("**Seller**" or the "**Company**"), and Oshine Najarian as the sole shareholder of the Company (the "**Equityholder**").

RECITALS

A. Seller owns the Purchased Assets.

B. On the terms and subject to the conditions set forth in this Agreement, Purchaser desires to acquire from Seller, and the Equityholder wishes to cause Seller to sell to Purchaser, the Purchased Assets, all as set forth herein. The parties hereto acknowledge that Purchaser desires to acquire the Purchased Assets because of, among other things, the goodwill associated with the Purchased Assets and the Business.

AGREEMENT

In consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.

Defined Terms

Section 1.01. **Definitions.** As used in this Agreement, the following terms have the meanings stated:

"**Action**" means an action, suit, litigation, arbitration, investigation, complaint, contest, hearing, inquiry, inquest, audit, examination or other proceeding, whether civil, criminal, administrative, investigative or appellate, in law or equity, before any arbitrator or Governmental Body.

"**Adjustment Amount**" means the difference (which may be positive, negative or equal to zero) resulting from (a) the Closing Date Net Working Capital (as finally determined in accordance with Section 3.04(b)) minus (b) Estimated Closing Date Net Working Capital.

"**Agreement**" has the meaning stated in the preamble.

"**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the party specified.

"**Assets**" means Seller's properties and assets, tangible or intangible, including, without limitation, all Equipment, Inventory, Contract rights, Intellectual Property and personal property.

ARTICLE II.

The Transaction

Section 2.01. Purchase and Sale of the Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, for the consideration payable by Purchaser to Seller in accordance with Article III, Seller will sell, transfer, assign, convey and deliver to Purchaser, and Purchaser will purchase, accept and acquire from Seller, all of Seller's right, title and interest in, to and under all of the Purchased Assets, free and clear of any and all Liens other than Permitted Liens.

The term "**Purchased Assets**" means all of Seller's right, title and interest in, to and under the Business, goodwill, operations as a going concern, assets, properties, interests and rights owned, leased, licensed or used by Seller of every kind, in each case with respect to the Business, wherever situated as of the Effective Time, including, without limitation, the following, but excluding only the Excluded Assets:

- (a) all Equipment, including as listed on Schedule 2.01(a);
- (b) all right, title and interest of Seller now or hereafter existing, in, to and under the Contracts set forth on Schedule 2.01(b) (the "**Assigned Agreements**"), as each of the Assigned Agreements may have been amended or otherwise modified prior to the date of this Agreement;
- (c) all (i) current assets of Seller, (ii) security deposits, refunds, deposits and prepaid expenses of Seller, in each case solely to the extent relating to the Assigned Agreements and (iii) vendor rebate accounts and prospective rebates, whether soft dollar or hard dollar;
- (d) all Intellectual Property, including those items listed on Schedule 2.01(d);
- (e) all domain names and social media sites (e.g., Facebook, Twitter, Instagram, etc.) of the Seller and the Equityholder used in or related to the Business, including the domain names and social media sites listed on Schedule 2.01(e);
- (f) all other rights, assets and goodwill of Seller, including, without limitation, all (i) tangible and intangible personal property, (ii) Permits, (iii) the right to carry on the Business, (iv) books of account, general, financial, accounting and personnel records, files, invoices, customers, distributors and suppliers lists, job files and advertising and promotional materials, (v) warranty, guarantee or similar arrangements by any manufacturer, supplier, distributor or other Person, and (vi) causes of action, claims and demands of whatever nature arising from or in connection with the Purchased Assets, in the case of each of (i) through (vi) above, solely to the extent related to, or which is used by Seller in, the operation of the Business; and
- (g) all proceeds and products of any and all of the foregoing Purchased Assets.

In the event that following the Closing Date, any of Purchaser, Seller or any of their respective Affiliates discovers any asset that was not conveyed to Purchaser on the Closing Date that relates to or is used or held for use by Seller or its Affiliates for the conduct of the Business, and that does not constitute an Excluded Asset, Seller shall and shall cause its

In witness whereof, the parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Intelligent Lighting Distributions, Inc.

Address for Notices for Seller:

Intelligent Lighting Distributions, Inc.
207 Warren St. NE
Atlanta, GA 30317
mail@oshine.com
Attention: Oshine Najarian

By: 

Name: Oshine Najarian
Title: Chief Executive Officer

With a copy (which shall not constitute notice) to:

FisherBroyles, LLP
Northpark Town Center
1200 Abernathy Road
Building 600, Suite 1700
Atlanta, Georgia 30328
Attention: Tyler Giles, Esq.
Telephone: (404) 513-7511
E-mail: tyler.giles@fisherbroyles.com

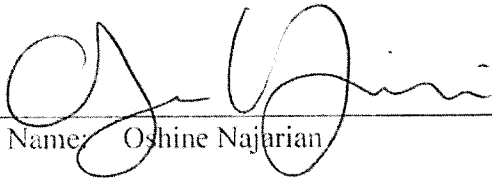
[Signature Page to Solaris Asset Purchase Agreement]

TRADEMARK
REEL: 006153 FRAME: 0025

EQUITYHOLDER:

Address for Notices for Equityholder:

Oshine Najarian
207 Warren St. NE
Atlanta, GA 30317
mail@oshine.com


Name: Oshine Najarian

With a copy (which shall not constitute notice) to:

FisherBroyles, LLP
Northpark Town Center
1200 Abernathy Road
Building 600, Suite 1700
Atlanta, Georgia 30328
Attention: Tyler Giles, Esq.
Telephone: (404) 513-7511
E-mail: tyler.giles@fisherbroyles.com

PURCHASER:

Address for Notices:

4Wall Entertainment, Inc.
3165 W. Sunset Rd., Suite 100
Las Vegas, NV 89118

4Wall Entertainment, Inc., a Nevada corporation

By: Kat
Name: Katherine Torjman
Title: Chief Executive Officer, President
and Secretary

With a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attention: Paul Kukish
Telephone No.: (212) 906-1200
Facsimile No.: (212) 751-4864

SCHEDULE 2.01(d)
INTELLECTUAL PROPERTY

The Service Mark "SOLARIS" registered with the US Patent and Trademark Office on August 12, 2008, Registration Number 3,484,228.