

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
*.* LLC		10/05/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Asterisk, LLC		
<b>Street Address:</b>	1478 Davril Circle		
<b>City:</b>	Corona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92880		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3950549		
<b>Registration Number:</b>	2931022	ASTERISK	
<b>Registration Number:</b>	2863024	ASTERISK	
<b>Registration Number:</b>	4227073	ULTRA CELL	
<b>Registration Number:</b>	4783024	ZEROG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	949-855-1246		
<b>Email:</b>	rlau@stetinalaw.com		
<b>Correspondent Name:</b>	Kit M. Stetina		
<b>Address Line 1:</b>	75 Enterprise		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Aliso Viejo, CALIFORNIA 92656		
<b>ATTORNEY DOCKET NUMBER:</b>	ASTRX-000		
<b>NAME OF SUBMITTER:</b>	Kit M. Stetina		
<b>SIGNATURE:</b>	/kms/		
<b>DATE SIGNED:</b>	10/20/2017		

CH \$140.00 3950549

**Total Attachments: 7**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated October 5, 2016 (the "Effective Date"), is by and between \*.\* LLC, a California limited liability company, ("Seller") and Asterisk, LLC, a California limited liability company ("Purchaser"). Seller and Purchaser are referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, Seller is engaged in the business of providing and developing knee braces for protection for athletes and post-operation knee braces; and activities incidental thereto (the "Business");

WHEREAS, Seller wishes to sell and transfer to Purchaser Seller's entire right, title and interest in, to and under the Assets (as defined below), and Purchaser wishes to acquire Seller's entire right, title and interest in, to and under the Assets; all in accordance with this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties each intending to be legally bound do hereby covenant and agree as follows:

## AGREEMENT

## ARTICLE I

## SALE AND PURCHASE OF ASSETS

1.1. **The Assets.** As of Closing, Seller shall sell, convey, grant, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, accept and receive from Seller, except as otherwise provided herein, Seller's entire right, title and interest in, to and under all assets shown on Exhibit 1.1(a) – 1.1(d) (such assets collectively referred to herein as the "Assets"), free and clear of any and all Liens, including the following:

(a) all of the equipment, furniture, fixtures, furnishings, supplies, goods and other tangible personal property of Seller's listed in Exhibit 1.1(a);

(b) all of Seller's rights in, to and under all of the Contracts, including, but not limited to, any existing real property leases, orders, proposals, licenses and permits etc. listed in Exhibit 1.1(b) (the "Business Contracts");

(c) all company names, trademarks, trademark rights, trade names, trade name rights, service marks, logos, copyrights, domain names, and all applications relating to the foregoing owned by Seller or in which Seller has an interest that relate exclusively to the Business, and all inventions, trade secrets, designs, know-how, proprietary information, and all similar property owned by Seller or in which Seller has an interest that relate exclusively to the Business, and all rights under licenses (express or implied) relating to the foregoing or to any computer software granted by or to Seller, as more

particularly, but not exhaustively or definitely described in Exhibit 1.1(c)(i), except for those non-transferable rights and properties set out in Exhibit 1.1(e)(ii):

(d) the patents owned by Seller and/or James Castillo as described in Exhibit 1.1(d);

(e) all sales and business records, including telephone numbers, facsimile numbers and email addresses, product specifications, drawings, correspondence, engineering, maintenance, operating and production records, price lists and terms and conditions, customer lists and copies of computer software, which are owned by Seller and relating exclusively to the Business, as more particularly, but not exhaustively or definitely described in Exhibit 1.1(d).

(f) all the goodwill of Seller relating to and associated with the Business.

1.2. **Consent of Third Parties.** To the extent that the sale, conveyance, transfer or assignment of any Business Contract, contract, license or other document or instrument included in the Assets requires the consent of any Person or entity other than Purchaser or Seller, this Agreement shall not constitute an agreement to effect the sale, conveyance, transfer or assignment thereof if such action would constitute a breach thereof or would be ineffective unless and until such consent or waiver of such person or entity has been obtained. Seller shall use commercially reasonable efforts to obtain consents to the assignment of the Business Contracts as required thereunder. The failure by Seller to assign at Closing any Business Contract or relevant portion thereof because a consent necessary to effect such assignment has not been obtained shall not, except as provided in Section 5.1(b), relieve the Parties from their respective obligations to consummate the transactions contemplated by this Agreement or be deemed to be a breach of any representation of Seller hereunder.

1.3. **Excluded Assets.** For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the following assets are not included in the Assets being sold to Purchaser hereunder (such assets being collectively referred to herein as the "Excluded Assets"):

(a) this Agreement and Seller's rights and obligations hereunder or under any other agreement between Seller on the one hand and Purchaser on the other hand entered into on or after the Effective Date;

(b) any personal property not listed in Exhibit 1.1(a);

(c) the corporate seals, Articles of Incorporation, Bylaws, minute books, stock books, Tax Returns, books of account or other records relating solely to the Seller's organization, taxes and finances of Seller, and personnel files and copies of employee records required by law to be retained by the Seller;

(d) the rights to any of Seller's claims for any tax refunds or carry backs;

(e) all claims, rights and choses in action of Seller against third parties to the extent relating solely to any other Excluded Assets;

EXHIBIT 1.1(e)(i)

INTELLECTUAL PROPERTY

1. Any and all trademarks.
2. Any and all domain names, including but not limited to: [www.jamisk.com](http://www.jamisk.com).
3. Any and all DBAs.

EXHIBIT 1.1(c)(ii)

NON-TRANSFERABLE RIGHTS AND PROPERTIES

None.

## EXHIBIT 1.1(d)

## PATENTS

Description	Reference #	Type	Filed	Serial #	Issued	Patent #	Status
Adjustable Cuff Knee Brace	ASTRX036C	CON	5/4/2015	14/703,647			Pending
Anatomical Brace with Rapid-Release Securement Members	ASTRX007A	NEW	1/29/2001	09/771,763	10/8/2002	6,461,318	Issued
Anatomical Joint Brace	ASTRX001A	NEW	5/24/2000	09/578,125	10/15/2002	6,464,657	Issued
Anatomical Joint Brace	ASTRX001B	CIP	2/4/2002	10/067,565	2/10/2004	6,689,080	Issued
Flexible Tether Member Connecting A Knee Brace to a Boot	ASTRX018A	NEW	4/3/2006	11/396,886	12/2/2008	7,458,949	Issued
Flexible Tether Member Connecting A Knee Brace to a Boot	ASTRX018B	CIP	11/14/2006	11/599,535	8/25/2009	7,578,800	Issued
Flexible Tether Member Connecting A Knee Brace to a Boot	ASTRX018C	CON	7/31/2008	12/183,983	3/30/2010	7,686,776	Issued
Joint Brace With Multi-Planar Pivoting	ASTRX010B	OTH	2/4/2002	10/067,498	11/8/2005	6,962,571	Issued

EXECUTION DRAFT

Description	Reference #	Type	Filed	Serial #	Issued	Patent #	Status
Assembly And Infinitely Adjustable Limb Extension Regulator							
Knee Brace	ASTRX017D	NEW	11/29/2005	29/243,667	8/14/2007	D548,844	Issued
Knee Brace  European Union (EUT	ASTRX017DEU	CEQ	5/15/2006	000530001	5/16/2006	000530001- 0001	Issued
Knee Brace	ASTRX032A	NEW	12/20/2010	12/973,645	11/11/2014	8,882,689	Issued
Knee Brace	ASTRX032D	NEW	11/16/2010	29/379,234	10/11/2011	D646,790S	Issued
One Piece Brace Liner Having Multiple Adjustment Zones	ASTRX019A	NEW	5/26/2006	11/441,951	2/27/2007	7,182,740	Issued
One Piece Brace Liner Having Multiple Adjustment Zones	ASTRX019C1	CON	6/3/2010	12/793,119	5/24/2011	7,947,005	Issued
Patella Cup Protector	ASTRX014D	NEW	10/12/2004	29/214,962	3/14/2006	D517,248	Issued

Exhibit 1.1(d)



## EXECUTION DRAFT

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Knee Brace	ASTRX017D	NEW	11/29/2005	29/243,667	8/14/2007	D548,844	Issued
Knee Brace  European Union (EUT)	ASTRX017DEU	CEQ	5/15/2006	000530001	5/16/2006	000530001- 0001	Issued
Knee Brace	ASTRX032A	NEW	12/20/2010	12/973,645	11/11/2014	8,882,689	Issued
Knee Brace	ASTRX032D	NEW	11/16/2010	29/379,234	10/11/2011	D646,790S	Issued
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Exhibit 1.1(d)

TRADEMARK

RECORDED: 10/20/2017

REEL: 006187 FRAME: 0223