OP \$90.00 4020977

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM470065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifescript Asset Acquisition Corp.		09/26/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Transfor Digital Media Marketing, Inc.	
Street Address:	22700 Savi Ranch Pkwy	
City:	Yorba Linda	
State/Country:	CALIFORNIA	
Postal Code:	92887	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4020977	THE CUTEKID
Serial Number:	87531052	THE CUTEKID
Serial Number:	87534872	CANVASPEOPLE

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

Phone: 2063593408

Email: amatusheski@perkinscoie.com

Correspondent Name: Alicia Matusheski

Address Line 1: 1201 3rd Ave., Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	129792.4000
NAME OF SUBMITTER:	Alicia Matusheski
SIGNATURE:	/Alicia Matusheski/
DATE SIGNED:	04/16/2018

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "<u>Agreement</u>"), dated as of September 26, 2017, is entered into by and among Lifescript Asset Acquisition Corp., a Delaware corporation ("<u>LAAC</u>"), Lifescript, Inc., a Delaware corporation ("<u>Lifescript</u>" and, together with LAAC, individually a "<u>Seller Party</u>" and together the "<u>Seller Parties</u>"), Jondo, Ltd., a California corporation ("<u>Jondo</u>") and Transfor Digital Media Marketing, Inc., a California corporation ("<u>Buyer</u>" and together with Jondo, the "<u>Buyer</u> Parties").

RECITALS

WHEREAS, the Seller Parties are engaged in the Business (as defined herein); and

WHEREAS, the Seller Parties desire to sell the Purchased Assets (as defined herein) and assign the Assumed Liabilities (as defined herein), and Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, all on the terms and subject to the conditions set forth in this Agreement.

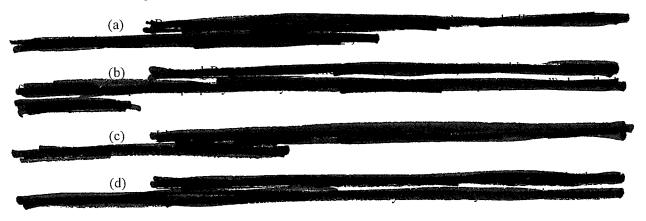
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE I.

PURCHASE AND SALE OF ASSETS

- 1.1. <u>Definition of "Business.</u>" As used herein, "<u>Business</u>" shall mean, collectively, the business of (a) creating customized and personal canvasses from customer photos, known as "Canvas People", and (b) offering and promoting a monthly photo contest for children, known as "The CuteKid."
- 1.2. <u>Assets to be Transferred</u>. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined herein), the Seller Parties shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept, free and clear of all Liens other than Permitted Liens, all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, and wherever situated) of the Seller Parties used solely and exclusively in the Business (collectively, the "<u>Purchased Assets</u>"), which consist of the following assets or rights of the Seller Parties, as applicable:





- (e) <u>Intellectual Property</u>. All of the Seller Parties' Intellectual Property described on <u>Schedule 1.2(f)</u> used to conduct the Business (the "<u>Purchased Intellectual Property</u>").
- (f) 5
- (g) <u>Goodwill</u>. All goodwill and the going concern value of the Purchased Assets and the Business.
- (h) (n)

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date and year first above written. LAAC: LIFESCRIPT ASSET ACQUISITION CORP. Name Ronald L. Caporale Title: Chief Executive Officer LIFESCRIPT: LIFESCRIPT, INC. Name: Ronald L. Caporale Title: Chief Executive Officer **BUYER:** TRANSFOR DIGITAL MEDIA MARKETING, INC. By: Name: John S. Doe Title: President JONDO:

JONDO, LTD.

Name: John S. Doe Title: President

By:_

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date and year first above written.

LAAC:
LIFESCRIPT ASSET ACQUISITION CORP.
By: Name: Ronald L. Caporale Title: Chief Executive Officer
LIFESCRIPT:
LIFESCRIPT, INC.
By: Name: Ronald L. Caporale Title: Chief Executive Officer
BUYER:
TRANSFOR DIGITAL MEDIA MARKETING, I
By: Name: John S. Doe Title: President
JONDO:
JONDO, LTD.

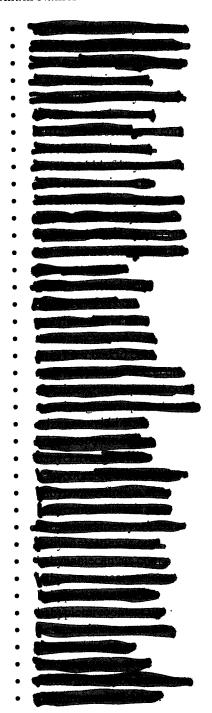
Name: John S. Doe Title: President

Schedule 1.2(f)

Intellectual Property

The following list sets forth the Purchased Intellectual Property:

Domain Names





Blogs



Administrative Domain Names

Copyright



Trademarks

- Canvaspeople pending trademark (word mark) (application filed)
- Cutekid registered trademark (logo mark) (Registration No. 4020977)
- Cutekid pending trademark (word mark) (application filed)

Source Code



Schedule 4.13(a)

Intellectual Property

Registered Trademark

Mark:

The Cutekid

Registration Number:

4020977

Registration Date:

September 6, 2011

Owner of Record:

Lifescript Asset Acquisition Corp.

Trademarks- Applications Pending

Mark:

The Cutekid

Serial Number:

87531052

Filing Date:

July 17, 2017

Applicant:

Lifescript, Inc.

Mark:

Canvaspeople

Serial Number:

87534872

Filing Date:

July 19, 2017

Applicant:

Lifescript Asset Acquisition Corp.

Schedule 1.2(f) is hereby incorporated by reference into this Schedule 4.13(a).

TRADEMARK REEL: 006362 FRAME: 0881

RECORDED: 04/16/2018