

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480989

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900449828

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baum Research & Development Co., Inc.		11/19/2014	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Baum Enterprises LLC
Street Address:	21617 N 2nd Ave
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85027
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1810904	BAUM

CORRESPONDENCE DATA

Fax Number: 9122363003

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: 912.236.3001

Email: nbelzer@belzerlaw.com

Correspondent Name: Nathan C. Belzer

Address Line 1: 2905 Bull St.

Address Line 4: Savannah, GEORGIA 31405

NAME OF SUBMITTER:	Nathan C. Belzer
SIGNATURE:	/Nathan C. Belzer/
DATE SIGNED:	07/09/2018

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of November 19, 2014 is made by and among Baum Research & Development Co., Inc., a Michigan corporation ("Seller"), Charles S. Baum, an individual residing in the State of Michigan ("Principal"), and Baum Enterprises LLC, an Arizona limited liability company ("Buyer"). Seller, Principal and Buyer are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS

A. Seller is in the business of designing, producing, marketing and selling baseball bats (the "Business").

B. Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to purchase and acquire from Seller, substantially all of the assets of Seller used in the Business and certain other intellectual property assets for the consideration and upon the other terms and conditions set forth in this Agreement.

C. Principal is the sole stockholder of Seller, has detailed knowledge about the Business and the assets used therein, and shall indirectly benefit from the sale and purchase transactions contemplated by this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS AND USAGE

1.1 Definitions. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, initially capitalized terms used but not defined in the substantive provisions of this Agreement have the following meanings:

"Affiliate" means, with respect to any specified Person, (i) any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person with the terms "control" and "controlled" meaning for purposes of this definition, the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities or partnership or other ownership interests, or by contract or otherwise, and (ii) in the case of any individual Person, any legal or common law spouse or cohabitant of that Person.

"Agreement" has the meaning set forth in the first paragraph of this Agreement, and includes all Schedules and Exhibits attached hereto, all as may be amended in accordance with the provisions hereof.

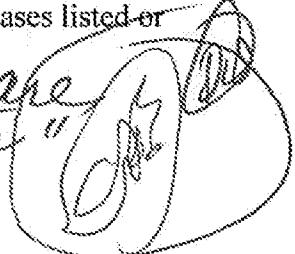
<u>Term</u>	<u>Section</u>
Assigned Contracts	2.1(c)
Assumed Liabilities	2.4(a)
Buyer Closing Documents	4.2
Buyer Indemnified Persons	7.2
Closing	2.7
Closing Date	2.7
Confidential Information	5.3(a)
Deposit	2.5
Eastman Proceeding	2.4(b)(xi)
Equipment	2.1(a)
Excluded Assets	2.2
General Bill of Sale and Assignment	2.8(a)(i)
Indemnified Person	7.4(a)
Indemnifying Party	7.4(a)
Purchased Assets	2.1
Purchase Price	2.5
Retained Liabilities	2.4(b)
Seller Closing Documents	3.2
Seller Indemnified Persons	7.3
Seller Intellectual Property	2.1(d)
Stowe	2.5
Transferred Employee	5.5(a)

ARTICLE 2
SALE AND PURCHASE OF ASSETS

2.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller and Principal (as applicable) shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller and Principal (as applicable), free and clear of any Encumbrance, all right, title and interest in and to the following assets of Seller, wherever located, used in the Business, and the other intellectual property assets referred to below (whether or not used in the Business) of Principal, in each case other than the Excluded Assets, (such assets, together with any assets referred to in Section 2.3, the "Purchased Assets"):

- (a) all machinery, equipment and other tangible personal property, including those items described on Schedule 2.1(a) (the "Equipment");
- (b) all inventories (whether supplies, raw materials, parts, work in process or finished goods), including packaging;
- (c) Seller's rights under the contracts, agreements, licenses and leases listed or described on Schedule 2.1(c) (collectively, the "Assigned Contracts");

** all assets sold are "capital assets"*



(d) all patents (including pending applications therefor), registered and unregistered trademarks and trade names (including pending applications for any such registration), registered and unregistered copyrights (including pending applications for any such registration, if any), proprietary software, internet URL addresses and website content, and other proprietary designs, technology, inventions, concepts, manufacturing processes and other trade secrets of Seller or Principal used in or related to the Business, including those items listed on Schedule 2.1(d), and the other patents and applications therefor (including the technology, concepts and inventions covered thereby) of Seller or Principal listed on Schedule 2.1(d) (whether or not used in or related to the Business) (collectively, the "Seller Intellectual Property");

(e) the telephone and facsimile numbers and email account listed on Schedule 2.1(e);

(f) all claims of Seller against Third Parties relating to the Purchased Assets or the Business, whether choate or inchoate, known or unknown, contingent or non-contingent;

(g) all other intangible rights and property of Seller relating to the Purchased Assets, including goodwill; and

(h) originals or copies of all data and records (whether in print, electronic or other format), related to the former operation of the Business, the ownership or use of the Purchased Assets, and/or the Assumed Liabilities, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets and shall remain the property of Seller after the Closing:

(a) all cash, cash equivalents and short-term investments of Seller;

(b) all accounts receivable and all unbilled amounts that would be payable by customers of the Business upon issuance of invoice therefor with respect to products or services sold or provided to them by the Business before the date hereof, and all proceeds of the foregoing;

(c) all credits, deposits, prepaid expenses, claims for refunds, rights to offset and other similar financial assets of Seller;

(d) any Benefit Plan asset of Seller;

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


Seller:

BAUM RESEARCH & DEVELOPMENT
CO., INC.

By: _____
Charles S. Baum
President

Buyer:

BAUM ENTERPRISES LLC

By:  _____
Ben Boulware
Manager

Principal:

CHARLES S. BAUM

Stowe Legal Group PLC is executing this Agreement solely to confirm its understanding of, and its agreement to abide by, the provisions of Sections 2.5, 2.6 and 8.2 hereof regarding its holding and distribution of the Deposit.

Stowe Legal Group PLC

By: _____
Mr. David Stowe

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

Seller:

Buyer:

BAUM RESEARCH & DEVELOPMENT
CO., INC.

BAUM ENTERPRISES LLC

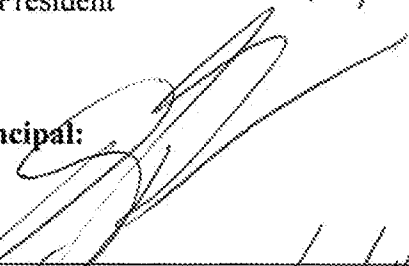
By: 

By: _____

Charles S. Baum
President

Ben Boulware
Manager

Principal:



CHARLES S. BAUM

Stowe Legal Group PLC is executing this Agreement solely to confirm its understanding of, and its agreement to abide by, the provisions of Sections 2.5, 2.6 and 8.2 hereof regarding its holding and distribution of the Deposit.

Stowe Legal Group PLC

By: 

Mr. David Stowe

Schedule 2.1(d)

Seller Intellectual Property

Patents and Applications:

Title	Country	Application No./ Filing Date	Patent No./ Reg. Date	Owner	Status
SPORTS IMPLEMENT TESTING METHODS AND APPARATUS	U.S.	09/349,063 07/08/1999	6,640,200 10/28/2003	Charles S. Baum;	Issued
SPORTS IMPLEMENT TESTING METHODS AND APPARATUS	U.S.	08/761,707 12/06/1996	5,988,861 11/23/1999	Charles S. Baum	Issued
COMPOSITE BASEBALL BAT WITH CAVITIED CORE	U.S.	09/390,551 09/03/1999	6,152,840 11/28/2000	Charles S. Baum	Patent Expired due to nonpayment of maintenance fees
SPORTS ANALYSIS AND TESTING SYSTEM	U.S.	09/244,909 02/04/1999	6,042,492 03/28/2000	Charles S. Baum	Issued
SPORTS ANALYSIS AND TESTING SYSTEM	U.S.	08/717,549 09/20/1996	5,868,578 02/09/1999	Baum Research & Development, Inc.	Issued
GOLF CLUB	PCT	PCT/US1992/007834 09/16/1992		Baum Research & Development, Inc.	Complete
GOLF CLUB	Canada	2119254 03/16/1994		Baum Research & Development, Inc.	Abandoned
COMPOSITE BASEBALL BAT	PCT	PCT/US1993/04594 05/14/1993		Baum Research & Development, Inc.	Complete
COMPOSITE BASEBALL BAT	PCT	PCT/US1991/003079 05/03/1991		Baum Research & Development, Inc.	Complete
COMPOSITE BASEBALL BAT	Canada	2082173 11/04/1992		Baum Research & Development, Inc.	Abandoned
COMPOSITE BASEBALL BAT	Japan	19910508919		Baum Research & Development, Inc.	Abandoned

Title	Country	Application No./ Filing Date	Patent No./ Reg. Date	Owner	Status
HOCKEY STICK FORMED OF COMPOSITE MATERIALS	Canada	2066476 04/21/1992		Baum Research & Development, Inc.	Abandoned

Trademarks and Trade Names:

BAUM® (USPTO Serial No. 74370322 / Registration No. 1810904)

BAUMBAT

AAA-PRO

MONSTER

FUNGO

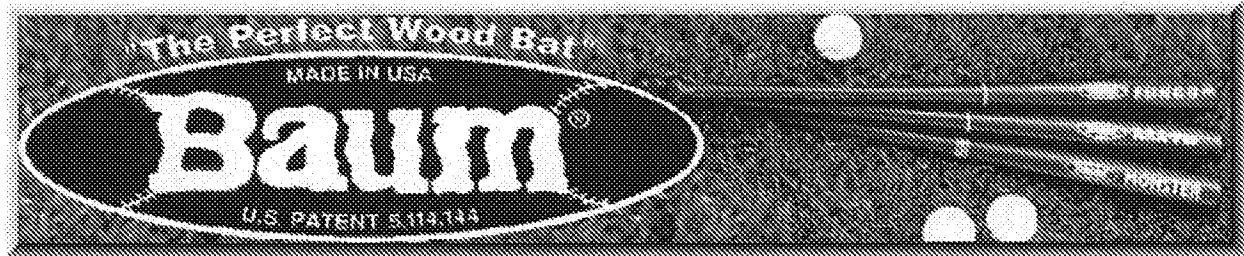
ROCKET

THE EQUALIZER

THE CRACK IS BACK® (USPTO Serial No. 74679425 / Registration No. 2041276)

THE PERFECT WOOD BAT

Stylized logo with BAUM inside baseball design as follows:



Internet URL Addresses:

www.baumbat.com

QUITCLAIM BILL OF SALE AND ASSIGNMENT

THIS QUITCLAIM BILL OF SALE AND ASSIGNMENT (this "Quitclaim") is executed as of November __, 2014 by Charles S. Baum ("Principal") to and for the benefit of Baum Research & Development Co., Inc., a Michigan corporation, ("Seller"). Initially capitalized terms used but not defined in this Quitclaim have the respective meanings given to them in that certain Asset Purchase Agreement dated concurrently herewith (the "Purchase Agreement") by and among Seller, Principal and Baum Enterprises LLC, an Arizona limited liability company ("Buyer").

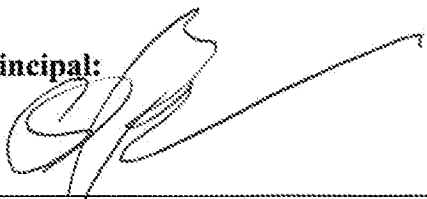
WHEREAS, in connection with the entry by Seller, Principal and Buyer into the Purchase Agreement as of the date hereof, Buyer wishes to assure that all properties and assets used by Seller in its former conduct of the Business are in fact owned by Seller, and not Principal, and that Principal holds no direct, contingent, residual or other right therein or thereto; and

WHEREAS, Principal has agreed to execute this Quitclaim in favor of Seller to provide such assurance.

NOW, THEREFORE, effective as of the date hereof, Principal hereby quitclaims to Seller, any and all legal and beneficial right, title and interest that Principal does or may have in any tangible or intangible personal property, including (without limitation) any intellectual property, that has been used in whole or in part in Seller's former conduct of the Business and that, if owned by Seller as of the date hereof, would fall within any of the categories of Purchased Assets set forth in Section 2.1 of the Purchase Agreement.

IN WITNESS WHEREOF, this Quitclaim is executed and delivered by Principal as of the date first written above.

Principal:



Charles S. Baum