

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492032

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|---|--|-----------------------|---|
| <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>                          |
| Mattress Nerd, LLC  |  | 10/01/2018            | Limited Liability Company:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Mattress Media LLC                                 |                       |   |
| <b>Street Address:</b>  | 1122 Oberlin Rd                                    |                       |   |
| <b>City:</b>  | Raleigh  |                       |   |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |   |
| <b>Postal Code:</b>   | 27605  |                       |   |
| <b>Entity Type:</b>   | Corporation: NORTH CAROLINA                        |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Serial Number:</b>   | 87459148   | MATTRESS NERD         |   |
| <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>   | 4104914111   |                       |   |
| <b>Email:</b>   | jack21222@gmail.com                                |                       |   |
| <b>Correspondent Name:</b>  | Jack Mitcham                                       |                       |   |
| <b>Address Line 1:</b>  | 1205 Hancock St, Apt 414                           |                       |   |
| <b>Address Line 4:</b>  | Quincy, MASSACHUSETTS 02169                        |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Jack Mitcham                                       |                       |   |
| <b>SIGNATURE:</b>   | /Jack Mitcham/                                     |                       |   |
| <b>DATE SIGNED:</b>   | 10/01/2018   |                       |   |
| <b>Total Attachments: 13</b>  |  |                       |   |
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made as of October 1, 2018 (the “**Effective Date**”), by and among Mattress Media LLC, a North Carolina limited liability company (the “**Buyer**”), Mattress Nerd, LLC, a Massachusetts limited liability company (the “**Seller**”), and the principal equityholders of the Seller set forth on the signature page(s) hereto (each an “**Equityholder**” and together with the Seller, the “**Seller Parties**”).

The Seller operates a business which maintains a website related to mattress reviews and related content (the “**Business**”). The Equityholders, as owners of the Seller, are willing to guaranty certain obligations of the Seller.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

### 1. The Transaction.

1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, the Seller shall sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase, accept and receive, free and clear of all encumbrances, all of the Seller’s right, title and interest in and to the Assets and to carry on the Business.

1.2 The Assets. The term “**Assets**” means all of the tangible and intangible assets of the Seller, including without limitation, trade secrets, proprietary methods and systems, software programs, websites, customer lists, contact and account information for all past and current customers, distributors, affiliate networks and retailers, vendor/service provider lists, subscriber lists, marketing data, promotional materials, deposits with vendors, new products currently in development, as well as any plans for new products, excluding only the “**Excluded Assets**” (as defined below). For illustration and without limitation, the term Assets specifically includes the following:

- (a) all intellectual property rights related to the Business including, without limitation, all software programs, copyrights, trademarks, service marks, trade secrets, trade dresses and goodwill related thereto, including the registered and unregistered copyrights, copyright applications, trademarks and trademark applications set forth on Schedule 1.2(a) (the “**Intellectual Property**”);
- (b) the domain name registrations, web site content and URLs listed on Schedule 1.2(b) and related backend databases;
- (c) the inventory set forth on Schedule 1.2(c);
- (d) the contracts identified on Schedule 1.2(d) (the “**Contracts**”);
- (e) Seller’s accounts receivable; and
- (f) the prepaid expenses set forth on Schedule 1.2(f).

1.3 Excluded Assets. The assets to be transferred to the Buyer under this Agreement shall not include: (a) cash, cash equivalents or bank accounts of the Seller as of the date of closing, (b) all books and records of the Seller that the Seller is required by law to retain, so long as copies of such books and records are provided to the Buyer, (c) all returns, reports, notices, forms, and other documents relating to any taxes, (d) the rights which accrue or will accrue to Seller under this Agreement and (e) those assets listed on Schedule 1.3 (collectively, the “**Excluded Assets**”).

1.4 Purchase Price. The purchase price for the Assets (the “**Purchase Price**”) shall consist of the following total consideration:

(a) \$100,000 in cash payable at the Closing via wire transfer(s) as described in the flow of funds statement on Schedule 1.4;

(b) \$300,000 in cash payable in (i) thirty-five (35) equal monthly payments of \$8,333.33 to be made on the last day of each calendar month commencing September 2019 (i.e. the first payment date would be September 30, 2019) and (ii) a final payment of \$8,333.45 payable on August 31, 2022; and

(c) The Contingent Payment as described in Section 1.8 below on September 30, 2022.

#### 1.5 Liabilities of the Seller.

(a) Assumed Liabilities. The Buyer hereby agrees to assume and agrees to perform, pay and discharge the following liabilities, obligations and commitments of the Seller (the “**Assumed Liabilities**”): (i) all obligations first arising under the Contracts after the Effective Date; (ii) all obligations to perform arising from deferred income accounts set forth on Schedule 1.5(a)(ii), and (iii) employee-related obligations described in Section 5.6.

(b) Excluded Liabilities. The Buyer shall have no obligation whatsoever with respect to and the Seller shall be solely responsible for discharging all other liabilities or obligations of the Seller.

1.6 Allocation of Purchase Price and Assumed Liabilities. The aggregate amount of the Purchase Price and the Assumed Liabilities shall be allocated among the Assets as set forth on a Schedule 1.6 to be delivered by Buyer within ninety (90) days of the Closing. The Buyer and the Seller each agree to be bound by Section 1060 of the Internal Revenue Code of 1986, as amended, and to file Form 8594 in a manner consistent with Schedule 1.6.

1.7 The Closing. The closing of the sale and transfer of the Assets by the Seller to the Buyer shall be deemed to occur as of 12:01 AM Eastern Time on the date which Seller receives the portion of the Purchase Price pursuant to Section 1.4(a) above (the “**Closing**”).

1.8 Contingent Payment. The Buyer shall pay the Seller a contingent amount (the “**Contingent Payment**”) which shall be based on the achievement of certain affiliate revenue thresholds, measured based on cash receipts generated after the Closing (including, without limitation, Seller’s accounts receivable as described in Section 1.2(e)) and received by Buyer prior to September 30, 2022. The Contingent Payment shall be an amount equal to:

| <b>Cumulative Affiliate Revenue</b>                        | <b>Contingent Payment Amount</b> |
|--|----------------------------------|
| Less than \$869,000  | No payment                       |
| Greater than or equal to \$869,000 but less than \$921,000 | \$50,000                         |
| Greater than or equal to \$921,000 but less than \$979,254 | \$75,000                         |
| Greater than or equal to \$979,254                         | \$100,000                        |

For the avoidance of doubt, only one Contingent Payment amount shall be earned and payable pursuant to this Agreement and in no event shall the Contingent Payment Amount exceed \$100,000.

2. Representations of the Seller. The Seller represents and warrants to the Buyer as follows:

2.1 Organization, Ownership and Authorization. The Seller is a limited liability company, validly existing and in good standing under the laws of the State of Massachusetts, and has all requisite power and authority to own its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby. The Seller is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not, individually or in the aggregate, be reasonably expected to have a material adverse effect on the Assets or the financial condition or results of operations of the Seller (a “**Material Adverse Effect**”). The execution and delivery of this Agreement by the Seller, and the agreements provided for herein, and the consummation by the Seller of all transactions contemplated hereby, have been duly authorized by all requisite corporate action. No consents or approvals of, or notices to, third parties are required in connection with the consummation by the Seller of the transactions contemplated by this Agreement except as described in Schedule 1.2(d).

2.2 Ownership of the Assets. The Seller has good and marketable title to all of the Assets, free and clear of all mortgages, liens, liabilities, liens, pledges, charges or encumbrances.

2.3 Financial Statements. All financial information listed on Schedule 2.3 is, to the knowledge of the Seller Parties, accurate and complete in all material respects.

2.4 Litigation. The Seller is not a party to and has not been threatened with any litigation, suit, action, investigation, proceeding or controversy before any court, administrative agency or other governmental authority. There are no actions pending or threatened against the Assets or affecting the Business. The Seller is not in violation of or in default with respect to any judgment, order, writ, injunction, decree or rule of any court, administrative agency or governmental authority or any regulation of any administrative agency or governmental authority.

2.5 Change in Financial Condition and Assets. Since December 31, 2017, there has been no material adverse change in the Seller’s business. The Seller has no knowledge of any existing or threatened occurrence, event or development, which would be reasonably expected to have a Material Adverse Effect.

2.6 Tax Matters. The Seller has filed all tax returns which are required to be filed by it and has paid all taxes, interest, penalties, assessments and deficiencies which have become due or which have been claimed to be due in connection with the Assets. Such tax returns have been true, complete and correct in all respects. All taxes due and owing by Seller have been, or will be, timely paid. All deficiencies asserted or assessments made against Seller by any taxing authority have been fully paid. Seller is not party to any action by any taxing authority. There are no pending or threatened actions by any taxing authority. There are no encumbrances for taxes upon any of the Assets.

2.7 Contracts. Schedule 1.2(d) contains a true, complete and correct list of the Seller's contracts related to the Business as currently conducted, by which the Assets are bound or affected, or to which Seller is a party or by which it is bound in connection with the Business or Assets, except for any contracts involving commitments of the Seller of less than \$1,000 in any year and except for any contracts included on Schedule 1.3 (as Excluded Assets). Complete and accurate copies of all of the Contracts have been provided to the Buyer. Except as set forth on Schedule 1.2(d): (i) each Contract is a valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms; (ii) the Seller has fulfilled all material obligations required pursuant to the Contracts to have been performed by the Seller on its part prior to the date hereof; (iii) the Seller is not in breach of or default under any Contract; (iv) no Contract imposes any noncompetition, nonsolicitation or exclusivity obligations on the Seller or the Business.

2.8 Accounts Receivable. All of the accounts receivable included in the Assets arose from the sale of goods or services in the ordinary course of business and, are collectible in full, except as described in Schedule 2.8.

2.9 Compliance with Laws. The Seller has all requisite licenses, permits and certificates from federal, state and local authorities and from any certifying or self-governing professional organization necessary to conduct its business (collectively, the "**Permits**"). Schedule 2.9 sets forth a true, correct and complete list of all such Permits and, except as described in Schedule 2.9, all such Permits are freely transferrable to Buyer in accordance with the terms of this Agreement. The Seller is not aware that it is in violation of any law, regulation or ordinance relating to its business. The Seller has not since January 1, 2017, received any notice or communication from any federal, state or local governmental, regulatory, or certifying authority or otherwise of any such violation or noncompliance.

2.10 Absence of Certain Changes or Events. Since January 1, 2017, and except as described in Schedule 2.10, the Seller has not entered into any transaction which is not in the usual and ordinary course of business and, without limiting the generality of the foregoing, the Seller has not taken any of the following actions: (a) marketed its products and services in a manner other than in the usual and ordinary course of business; (b) collected accounts receivable in a manner other than in the usual and ordinary course of business; (c) experienced a material change in the outstanding balance or aging of accounts receivable; (d) conducted renewal programs other than in the usual and ordinary course of business (in particular, the Seller has not performed any blanket or advance renewal programs); (e) modified the sales price or entered into any promotional offers relating to its products or services other than in the usual and ordinary course of business; (f) failed to pay accounts payable in the usual and ordinary course of business; or (g) sold or otherwise disposed of any material assets.

2.11 Intellectual Property. Schedule 1.2(b) sets forth a true, correct and complete list of all of the websites, domain names and home pages of the Seller. Schedule 1.2(a) sets forth a true, correct and complete list of all registered copyrights, copyright applications, registered trademarks and trademark applications of the Seller. The Seller is the sole and exclusive owner of all of the Intellectual Property, and has the valid right to use all Intellectual Property used in or necessary for the conduct of the Business, in each case, free and clear of all encumbrances, except as specifically noted in the schedule. The Seller has received no notice of, and has no knowledge of any basis for a claim against it that any of its operations, activities or products infringes on any patent, trademark, trade name, copyright or other property right of a third party, or that it is illegally or otherwise using the trade secrets or any property rights of others. The Seller has no disputes with or claims against any third party for infringement by such third party of any trade name or other Intellectual Property of the Seller. The conduct of the Business as currently and formerly conducted, and the Intellectual Property as currently owned, have not infringed, misappropriated, diluted or otherwise violated the intellectual property rights of any of person or entity.

2.12 Industry Standards; Best Practices. Seller has, at all times in connection with the Business, operated in accordance with best practices in the industries in which the Business operates, including without limitation, operating in accordance with Google's webmaster guidelines, terms of service, privacy policies and similar regulations. Without limitation of the foregoing, neither Seller nor any other Seller Party has ever offered compensation for "backlinking" or violated any applicable guidelines related to soliciting "backlinks". None of the Seller Parties have received notification from Google or any similar search engine provider that it is in violation of any applicable guidelines.

2.13 Related Party Transactions. Unless specified on Schedule 2.13, none of the Contracts involves any agreement with, or any other commitment to: (i) any officer, director, manager or equityholder of the Seller; (ii) any person directly related by blood or marriage to any such officer, director, manager or equityholder; or (iii) any corporation, partnership, trust or other entity in which the Seller or any such officer, manager, or member, or related person has any material equity or participating interest.

2.14 Sufficiency of Assets. The Assets are sufficient to permit the Buyer to operate the business of the Seller from and after the Closing in substantially the same manner and to the extent as the business is currently conducted by the Seller.

2.15 Employees. Schedule 2.15 sets forth a list of all persons who are employees, independent contractors or consultants of the Business since its formation as of the date hereof.

2.16 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which they are made, not misleading.

3. Representations of the Buyer. The Buyer represents and warrants to the Seller as follows:

3.1 Organization and Authority. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina, and has requisite power and authority to own its properties and to carry on its business as now being conducted. The Buyer has full power to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution and delivery of this Agreement by the Buyer, and the agreements provided for herein, and the consummation by the Buyer of all transactions contemplated hereby, have been duly authorized by all requisite corporate action.

4. Indemnification. The Buyer, on the one hand, and the Seller Parties on the other hand, each hereby indemnify and hold harmless, and shall pay and reimburse the other party against, all claims, losses and expenses to the extent attributable to a breach by an indemnifying party of its representations, warranties or covenants under this Agreement. The Seller shall indemnify and hold harmless, and shall pay and reimburse the Buyer against, all claims, losses and expenses resulting from any third party claim based on, resulting from or arising out of the Business, operations, property or Assets of Seller as conducted, existing or arising on or prior to the Closing Date. To the extent not otherwise entitled to indemnification from the Seller Parties pursuant to this Section 4, the Buyer shall indemnify and hold harmless, and shall pay and reimburse the Seller against all claims, losses, and expenses resulting from any third party claim based on, resulting from or arising out of the Business, operations, property, or Assets conducted, existing, or arising after the Closing Date.

5. Post-Closing Agreements. The parties agree that from and after the Effective Date:

5.1 Proprietary Information. The Seller shall hold in confidence, and use its best efforts to have all of its members, officers, employees and managers hold in confidence, all knowledge and information of a secret or confidential nature with respect to the business of the Seller and shall not disclose, publish or make use of the same without the written consent of the Buyer, except to the extent that such information shall have become public knowledge other than by breach of this Agreement by the Seller. The Seller agrees that the remedy at law for any breach of this Section 5.1 may be inadequate and that the Buyer shall be entitled to seek injunctive relief in addition to any other remedy it may have upon breach of any provision of this Section 5.1.

5.2 Non-Solicitation Agreement. Until the earlier of the fifth annual anniversary of the Effective Date or the latest date permissible in accordance with applicable law, each Equityholder, the Seller and/or any of their respective commonly controlled affiliates shall not directly or indirectly, solicit (a) any employee of the Seller who accepts employment with the Buyer or any of its affiliates on or after the Effective Date or (b) any person that is an employee or contractor of the Buyer or any of its affiliates during such period, to terminate his or her employment or contractor arrangement with the Buyer or to become an employee of an Equityholder, the Seller or any company affiliated with either an Equityholder or the Seller (either individually or collectively), or hire any person who was such an employee, except for persons terminated by the Buyer.

5.3 Non-Competition Agreement. Until the earlier of the fifth annual anniversary of the Effective Date or the latest date permissible in accordance with applicable law, each Equityholder, the Seller and/or any of their respective commonly controlled affiliates shall not directly or indirectly, as a shareholder, officer, director, member, manager, partner, employee, consultant, advisor or in any other capacity (other than on behalf of and for the benefit of Buyer), engage in the Business or a business that directly competes with the Business, anywhere in the world; for the avoidance of doubt, the parties agree that direct-to-consumer retail businesses not predominantly focused on the review and/or sale of mattresses or related bedding products, whether online-based or “brick-and-mortar” or both, do not engage in, or directly compete with, the Business. The parties hereto agree that the duration and geographic scope of the non-competition provision set forth in this Section 5.3 are reasonable. In the event that any court determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the parties hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable. The parties intend that this non-competition provision shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America and each and every political subdivision of each and every country outside the United States of America where this provision is intended to be effective. The Seller agrees that damages may be an inadequate remedy for any breach of this provision and that the Buyer shall, whether or not it is pursuing any potential remedies at law, be entitled to seek equitable relief in the form of preliminary and permanent injunctions without bond or other security upon any actual or threatened breach of this non-competition provision.

5.4 Nondisparagement and Public Statements. Neither party will make any disparaging, negative or untrue statements about the other party, including (without limitation) any statements about a party’s services, business affairs or operations, officers, directors or employees, as applicable. This section shall in no way prevent a party from disclosing any information (a) in response to a lawful subpoena or court order requiring disclosure of information or (b) in court proceedings or alternative dispute resolution activities seeking to enforce such party’s rights under this Agreement. Further, the parties acknowledge and agree that Buyer will be solely responsible for the content and marketing initiatives of the Business (including the website) as of the Closing Date, and Seller and Jack Mitcham will not make any public statements about or on behalf of the Business after of the Closing Date.

5.5 Sharing of Data. The Seller shall have the right for a period of three years following the Effective Date to have reasonable access to such books and records as are necessary for the limited purposes of concluding its involvement in the Business prior to the Effective Date, responding to any claims for indemnification hereunder, and for complying with its obligations under applicable securities, tax, environmental, employment or other laws and regulations. The Buyer shall have the right for a period of three years following the Effective Date to have reasonable access to those books and records which are retained by the Seller pursuant to the terms of this Agreement to the extent that any of the foregoing are needed by the Buyer in order to comply with its obligations under applicable securities, tax, environmental, employment, postal or other laws and regulations. Without limitation of the foregoing, Buyer shall provide Seller with a quarterly report of its affiliate revenue within 60 days of the end of each calendar quarter during the period from the Effective Date until September 30, 2022.

5.6 Use of Name and Likeness. Seller, on behalf of itself and its commonly controlled affiliates, and the other Seller Parties agree not to use the name of the Seller or any of the registered or unregistered trademarks listed on Schedule 1.2 or any derivation of any of the foregoing, after the Effective Date. Seller, on behalf of itself and its commonly controlled affiliates, and each Equityholder further agree not to use the names of any of the website addresses specified on Schedule 1.2(b), and of the product names specified on Schedule 1.2(a) or any names confusingly similar to any of the foregoing. In connection with the Closing, the Seller shall, within thirty (30) days of the Closing, change its name to a name that does not use “Mattress Nerd”, and which is otherwise reasonably satisfactory to the to the Buyer. Buyer may use the likeness of Jack Mitcham on the website, including photos as the Founder of the website, as part of a description of the website’s history but shall not be used to indicate Jack Mitcham has an ongoing involvement with the website. Such use shall subject to Jack Mitcham’s prior written consent (email to suffice).

5.7 Consulting. For a period of up to eight (8) weeks after the Closing, Jack Mitcham shall provide consulting services as and when requested by Buyer in connection with the Business, provided such services shall not exceed 160 hours in the aggregate during such period. The services contemplated by this Section 5.6 shall be provided without additional consideration beyond the payment of the Purchase Price as set forth above.

5.8 Further Assurances. At any time after the Closing, at the Buyer’s request, the Seller promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as the Buyer may reasonably request to more effectively transfer, convey and assign to the Buyer, and to confirm the Buyer’s title to, all of the Assets, to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement. If the consent of any third party listed on Schedule 1.2(d) under the heading “Consent Required” is not obtained prior to Closing, the Buyer agrees that the failure to obtain consent to assign the relevant contract shall not be construed as a breach of this Agreement. Instead, the parties will use reasonable efforts to obtain the consent of the other parties to any Contract that is by its terms or at law is non-assignable for any reason. If such consent is not obtained, the Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder. Upon the receipt by Buyer or the Seller following the Closing of the consent of the other party, such Contract shall be assigned by the Seller to Buyer and assumed by Buyer without further consideration.

5.9 Cooperation in Litigation. Each party hereto will fully cooperate with the other in the defense or prosecution of any litigation or proceeding already instituted or which may be instituted hereafter against or by such party relating to or arising out of the business of the Seller prior to or after the Effective Date (other than litigation arising out of the transactions contemplated by this Agreement).

6. Notices. Any notices or other communications required or permitted hereunder shall be in writing and sufficiently given if delivered personally or sent by a nationally recognized receipted overnight delivery

service, postage prepaid, or sent by facsimile or email with a copy sent by such a delivery service addressed as follows or to such other address of which the parties may have given notice:

|   |  |
|---|--|
| To the Seller or Equityholder:  | To the Buyer:  |
| Mattress Nerd, LLC<br>1205 Hancock St, Apt 414<br>Quincy, MA 02169<br>Attn: Jack Mitcham<br>Fax: _____  | Mattress Media LLC<br>1122 Oberlin Road<br>Raleigh, NC 27605<br>Attn: Zach Clayton<br>Fax: _____   |
| With a copy to:<br><u>First Venture Legal</u><br><u>One Broadway, 14<sup>th</sup> Fl., Cambridge, MA</u><br><u>02142</u><br>Attn: <u>James Johnson</u><br>Fax: <u>n/a</u><br><u>james@firstventurelegal.com</u> | With a copy to:<br>Hutchison PLLC<br>3110 Edwards Mill Road, Suite 300<br>Raleigh, NC 27612<br>Attn: Dan Fuchs<br>Fax: (877) 917-8912<br>dfuchs@hutchlaw.com |

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally or by facsimile or email; or (b) the next business day after being sent, if sent by overnight delivery. Seller and Jack Mitcham shall make a timely referral of any inquiry related to mattresses from any blog, website, and news organizations to Buyer directed to an email address provided by Buyer.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither the Buyer or the Seller may assign their respective obligations hereunder without the prior written consent of the other parties hereto; provided, however, that the Buyer may assign this Agreement, and its rights and obligations hereunder, to a subsidiary, controlled affiliate or successor-in-interest to all or substantially all of the Buyer’s business to which this Agreement relates. The Buyer may also pledge or assign its rights hereunder to its lenders. Any assignment in contravention of this provision shall be void. No assignment shall release the Buyer from any obligation or liability under this Agreement.

8. Entire Agreement; Amendments. This Agreement, all Schedules hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties, including any term sheet or letter of intent. The parties may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by each of the parties hereto. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

9. Expenses. Except as otherwise expressly provided herein, the Buyer and the Seller shall each pay their own expenses in connection with this Agreement and the transactions contemplated hereby.

10. Legal Fees. In the event that legal proceedings are commenced by the Buyer against the Seller, or by the Seller against the Buyer, in connection with this Agreement or the transactions contemplated hereby, the party or parties which do not prevail in such proceedings shall pay the reasonable attorneys’ fees and other costs and expenses, including investigation costs, incurred by the prevailing party in such proceedings.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts-of-law rules of such State. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Raleigh, North Carolina, in connection with any matter based upon or arising out of this Agreement or the transaction contemplated hereby and agrees that process may be served upon it in any manner authorized by the laws of the State of North Carolina for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.

12. Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

14. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or equity.

15. Survival. The parties' rights and obligations under this agreement will survive the termination of this Agreement for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days.

16. Counterparts. This Agreement may be executed in any number of counterparts and each will be considered an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Slight variations in the form of signature page counterpart executed by any party hereto (including different footnotes or document numbers) shall be considered immaterial and shall not invalidate any such counterpart signature.

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IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

**BUYER:**

**MATTRESS MEDIA LLC,  
a North Carolina limited liability company**

By: \_\_\_\_\_  
Zach Clayton, Manager

**SELLER:**

**MATTRESS NERD, LLC,  
a Massachusetts limited liability company**

By: Jack Mitcham  
Jack Mitcham, Managing member

**EQUITYHOLDERS:**

Solely for purposes of Sections 4, 5.2, 5.3, and 5.5 hereof:

Jack Mitcham  
Jack Mitcham

Schedule 1.2(a): the “Intellectual Property”

Registered Trademark on “Mattress Nerd”  
Registration number 5,369,003  
Serial Number 87-459,148  
Filed 5/22/2017  
Registered Jan. 02, 2018

Schedule 1.2(b): Domain and Web Content

The Domain Name [www.mattressnerd.com](http://www.mattressnerd.com)  
All content and URLs on [www.mattressnerd.com](http://www.mattressnerd.com)  
Social media accounts:

- Reddit
- Instagram
- Google Plus
- Twitter

Schedule 1.2(c) Inventory

None

Schedule 1.2(d) (the “Contracts”);

Affiliate agreements with the following companies housed on the relevant affiliate networks:

- Amazon (housed on Amazon Associates)
- Sears (housed on Commission Junction)
- Mattress Firm (housed on Commission Junction)
- Keetsa (housed on Commission Junction)
- Overstock.com (housed on Commission Junction)
- Tomorrow Sleep (housed on Rakuten)
- Nest Bedding (housed on Rakuten)
- Walmart (housed on Rakuten)
- Groupon (housed on Rakuten)
- Sam’s Club (housed on Rakuten)
- Naturepedic (housed on Rakuten)
- Macy’s (housed on Rakuten)
- Big Fig Mattress (housed on Shareasale)
- Brooklyn Bedding (housed on Shareasale)
- WRIGHT (housed on Shareasale)
- Wayfair (housed on Shareasale)
- Saatva (housed on Partnerize)
- Loom & Leaf (housed on Partnerize)
- Zenhaven (housed on Partnerize)
- Shareasale.com (housed on Shareasale)
- Leesa (housed on Impact)
- US Mattress (housed on Impact)
- Target (housed on Impact)
- Spindle (housed on Affiliantly)

- Ghost Bed (housed on Ambassador)

Login Access to the following affiliate networks, which house the above contracts, will be provided at closing:

- Amazon Associates
- Rakuten
- Shareasale
- Commission Junction
- Impact
- Affiliantly
- Partnerize
- Ambassador

Schedule 1.2(f): the PrePaid Expenses

Web hosting

Schedule 1.3: the “Excluded Assets”

- Business credit card
- Business insurance policies for Mattress Nerd LLC
- Free product previously given by affiliate partners for review

Schedule 1.4: Flow of Funds

Bank Name: Bank of America

Bank account number: 004662628088

Bank routing number (for wire transfers): 026009593

Bank routing number (for paper & electronic): 011000138

Name on account: Mattress Nerd LLC

Schedule 1.5(a)(ii): Deferred Revenue

None

Schedule 2.3: Financial Statements & Related Disclosures

- Casper – Mattress Nerd Fully-Executed Settlement Agreement, dated November 16, 2016
- Profit and Loss Statement, period July 1, 2016 to June 30, 2017
- Profit and Loss Statement, period July 1, 2017 to June 30, 2017
- Bank of America “Business Fundamentals Checking” Account transaction record, period July 7, 2017 to July 3, 2018
- Monthly Commission Breakdown by Affiliate, period April 2014 to August 2018
- Monthly Gross Merchandise Value for Clients, period April 2014 to June 2018
- Computed Affiliate Commission Rates, period April 2014 to June 2018
- Schedule of Affiliate Commission Rates by Client