

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513184

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900488202		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rogar International Corporation		08/16/2018	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Planet One Products, Inc.		
<b>Street Address:</b>	1445 N. McDowell Blvd.		
<b>City:</b>	Petaluma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94954		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88117642	ROGAR	
<b>Serial Number:</b>	88117628	ROGAR	
<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>	7077948000		
<b>Email:</b>	ben.argov@gmail.com		
<b>Correspondent Name:</b>	Planet One Products, Inc.		
<b>Address Line 1:</b>	1445 N McDowell Blvd		
<b>Address Line 4:</b>	Petaluma, CALIFORNIA 94954		
<b>NAME OF SUBMITTER:</b>	Ben Argov		
<b>SIGNATURE:</b>	/Ben Argov/		
<b>DATE SIGNED:</b>	03/07/2019		
<b>Total Attachments: 20</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of August 9th, 2018, ("Effective Date") between Rogar International Corporation., a Virginia Corporation, ("Seller"), and PLANET ONE PRODUCTS, INC., a California Corporation ("Buyer"), on the other.

**Whereas**, Seller is engaged, in the business of designing, manufacturing, selling and distributing its uniquely branded Rogar corkscrew (wine opener) for the commercial and residential markets (the "Business"); and

**Whereas**, Buyer desires to acquire substantially all of the wine opener assets related to the Business and Seller wishes to convey such assets to Buyer.

**Now, Therefore**, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1.1 Purchase and Sale of Assets. Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby agrees to purchase from Seller at the Closing, all of Seller's right, title and interest in and to the Purchased Assets. As used in this Agreement, the "Purchased Assets" shall mean all of the assets and rights of any kind of Seller, other than any Retained Assets (defined in Section 1.1(d)), and shall include:

(a) all rights and interests of the Seller to and in all agreements, contracts, instruments, obligations, promises or undertakings (whether written or oral) to which Seller is a party or by which the Seller, any of the Seller's assets or the Business, is bound, and any rights arising under or related to those agreements, contracts, instruments, obligations, promises or undertakings ("**Contracts**"), listed in **Schedule A**;

(b) all equipment pertaining to the wine opener Business, such as jigs, templates, hardware for warranty service, wine opener tooling and fixtures, machinery, , supplies, parts, and all other tangible personal property used in the wine opener side of the Business (collectively, "**Equipment**"), listed in **Schedule B**;

(c) all inventory ("**Inventory**") related to the wine opener Business, listed in **Schedule C**;

(d) relevant business documents, including customer list and vendors list ledgers, correspondence and other data or documents relating to the wine opener Business ;

(e) all patents (if any), trademarks, trade names, service marks (along with all of the goodwill of the business associated with such trademarks or service marks), domain names, copyrights, software, supplier lists, customer lists, trade secrets, know-how or other intellectual property of the Business, and applications or registrations for any of the foregoing, and all licenses and similar rights from any third party related to any of the foregoing, including

without limitation, the items listed in **Schedule D** (“**Intellectual Property**”) and any and all rights of the Business to sue third parties for infringement of the Intellectual Property and to collect damages for any such infringement, regardless of whether such infringement occurred, or such damages accrued, prior to or after the Closing Date;

(f) Seller retains the right to use the Rogar trademark in marketing the Rogar Pot Rack business, but not for any wine accessory related business.

(g) all catalog and web photography, video, artwork and files used and/or developed by/for the wine opener Business residing on the compact discs, computers and art server (“**Marketing and Design Material**”) listed in **Schedule E**;

(h) all of the other assets of the wine opener Business and the goodwill relating to the Business and the Purchased Assets including, but not limited to, the present telephone numbers (800-351-1420) and internet addresses (specifically websites (www.rogar.com) and telephone numbers related to the Rogar company and products) and the exclusive right of Buyer to represent itself as carrying on the Business as the successor of Seller; and

(i) Buyer will host Rogar.com and an email address for Katie Puryear for a term of one year and add a link on the rogar.com website to direct pot rack queries to rogarpotracks.com

(j) all proceeds generated by any or all of the foregoing after the Closing.

1.2 **Bill of Sale.** To memorialize the sale of the Assets, at Closing the Buyer will be provided with a duly executed Bill of Sale in the form attached hereto as **Exhibit 1**.

## 2. Purchase Price and Payment

(a) **Purchase Price.** In consideration of the sale by Seller to Buyer of the Purchased Assets and the non-competition agreement by Seller, subject to the terms and conditions of this Agreement, Buyer shall pay to the Seller FIFTY THOUSAND DOLLARS (\$50,000.00) (“**Purchase Price**”).

(b) **Payment.** FIFTY THOUSAND DOLLARS (\$50,000.00) in cash for the Purchase Price and a non-refundable advance of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on an Earn-out defined below in 2. (c). (“**Cash Consideration**”) on the Closing Date by Federal funds wire transfer of immediately available funds.

(c) **Earn-out.** FIVE DOLLARS (\$5.00) in cash will be paid by Buyer for every Rogar opener (Champion or Estate design only) sold by the Buyer during the three year period following the closing date. Additionally 5% of the sale price of spare parts will be payed to the Seller during the three year period following the close date. Based on the advance described in 2 (b) the payments will not commence until after 5,000 openers are sold. A count of opener sales will be completed within one month of each three month period and payment made to Seller accordingly. Sales are calculated less any returns, warranty failures, or promotional units. Earn-

out payments are to be made out to Katie and Richard Puryear.

(d) Seller acknowledges that warranty service of parts and labor on all products sold prior to the Closing Date is unlikely since no openers have been sold inside the one year warranty period.

(e) An inventory count will be taken after the Closing Date within one month towards adjusting the transaction amount if there is a material difference.

3.1 Closing and Closing Date; Place of Closing. The closing of the purchase and sale of the Purchased Assets ("**Closing**") will occur on August 10th, 2018 ("**Closing Date**"), effective as of the beginning of such day, or at such other place and/or time as the parties may agree. All deliveries at the Closing will be deemed to take place simultaneously and no deliveries (including payment of the Purchase Price) will be deemed to have occurred until the conclusion of the Closing. The Closing will be deemed concluded upon the concurrence of the Buyer and Seller.

3.2 Deliveries to the Buyer at Closing. At the Closing, the Seller shall deliver, or cause to be delivered, to the Buyer, properly executed and dated as of the Closing Date such bills of sale, assignments and other instruments of transfer as Buyer may reasonably request in order to transfer to Buyer good title to all of the Purchased Assets and all of Seller's business records, books and other data relating to the Purchased Assets and take all steps requested by Buyer to put Buyer in actual possession and operating control of the Purchased Assets and the Business.

3.3 Deliveries to Seller at Closing. At the Closing, Buyer shall execute, deliver, or cause to be executed and delivered, to Seller, properly executed and dated as of the Closing Date the first payment of the Cash Consideration and such other documents as the Seller may reasonably request.

4. Purchase Price Allocation. Buyer and Seller agree that the Purchase Price attributed to the Purchased Assets shall be allocated first to the fair market value of the assets and second to goodwill as set forth in **Exhibit 2** to this Agreement. Unless the parties can agree at Closing, thirty (30) days following the Closing Date, Buyer will deliver to Seller a statement of the Buyer's suggested allocation of the Purchase Price. After the Closing, the parties shall make consistent use of the allocation, fair market value and useful lives determined in accordance with the Purchase Price Allocation for all tax purposes and in all filings, declarations and reports with the Internal Revenue Service and any other relevant federal, state or local governmental authority in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code of 1986, as amended. To this end, Buyer shall prepare and deliver IRS Form 8594 in a timely manner to the Seller.

5. Transition Period and Services. Buyer anticipates that Seller will assist the Buyer with manufacturing or marketing of the product for the eighteen month period after the Closing Date. Services to be provided:

- (a) Assist Buyer to initiate the first Purchase Order, particularly technical consulting to complete the first order from the factory;
- (b) Maintain good relations with the dealer and distributor channel for the Business

- (c) Introduce the Buyer to relevant distributors, dealers, suppliers and partners during the Transition Period and as reasonably requested thereafter
- (d) Assistance in design modifications to products as requested by the Buyer;
- (e) General advisory services for maintaining and growing the Business as increased sales benefit both parties.

7.1 Representations and Warranties of Seller. Seller warrants and represents the following, all of which representations and warranties shall survive the Closing and shall continue for a period of one (1) year:

(a) Seller is a corporation formed and existing under the laws of Virginia and has the requisite authority to enter into this transaction as set forth in the Officer's/Director's/Shareholder's Certificate attached hereto as **Exhibit 3**.

(b) Seller has good and marketable title to the assets being sold. At Closing, the Purchased Assets will be delivered to Buyer free and clear of any lien, security interest or other encumbrance.

(c) There are no judgments, claims, liens or proceedings pending against Seller or the Business that would impact the assets being sold, and none will be pending on the Closing Date.

(d) Seller has given Buyer accurate information, in writing, about the earnings, results of operations and financial condition of the Business.

(e) To its knowledge, Seller has complied with all applicable laws and regulations of the federal, state and local governments.

(f) Seller has taken all such actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of the Seller and is enforceable against it.

(g) The representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects on the date hereof and as of the Closing Date, as though such representations and warranties were made on and as of such time.

7.2 Representations and Warranties of Buyer. Buyer warrants and represents the following, all of which representations and warranties shall survive the Closing and shall continue for a period of one (1) year:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California, has the power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged, and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required.

(b) Buyer has inspected the tangible assets that Buyer is purchasing and the premises covered by the proposed lease, and is satisfied with their condition.

(c) Buyer has given Seller accurate information about Buyer's financial condition.

(d) The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects on the date hereof and as of the Closing Date, as though such representations and warranties were made on and as of such time.

(e) Buyer has taken all such corporate action or other action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of the Buyer and is enforceable against Buyer.

8. Seller's employees or consultants: The Seller will be obligated, and Buyer will not be obligated, for any severance, vacation pay or other payments due under its policies, or legally required payments due to any post-Closing terminated employees if any: NOT purchasing entire company just assets of the Wine Opener business exist.

9. Covenant Not to Compete. For a period of three years from the Closing Date, Seller shall not, directly or indirectly, as an owner, investor, lender, director, officer, employee, contractor, consultant or advisor, engage in or otherwise participate in the wine accessory business in the United States. Seller, by signing this contract, accepts this covenant not to compete. Seller acknowledges and agrees that the current market for the Business extends throughout the United States, and it is therefore reasonable to prohibit Seller from competing with Buyer anywhere in the United States. Seller shall not engage in any such activity, directly or indirectly, on his own behalf or in the service of or on behalf of others. This section is designed to comply and Buyer and Seller agree this Section does meet the requirements of Section 16601 of the California Business & Professions Code or any subsequent statute which may be enacted in its place.

10. Termination. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing by mutual written consent of the Buyer and the Seller. In addition, Buyer or Seller may terminate this Agreement if the Closing has not occurred by August 31, 2018 (provided that the right to terminate this Agreement pursuant to this clause is not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Transaction to be consummated on or before such date). Buyer on the one hand, or Seller on the other hand, may terminate this agreement if, prior to the Closing, (i) there shall have been a breach of any of the representations or warranties on the part of the party contained in this Agreement which, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the ability of such party to consummate the Transaction or (ii) there shall have been a breach of any covenant or agreement on the part of the other party contained in this Agreement which, individually or in the aggregate has had or would reasonably be expected to have a material adverse effect on the ability of such party to consummate the Transaction, in either case (i) or (ii) which breach shall

not have been cured prior to five (5) days following notice thereof to the breaching party. Termination of this Agreement will in no way limit any obligation or liability of any party hereto based upon or arising from a breach or default by such party with respect to any of its representations, warranties, covenants or agreements contained in this Agreement prior to such termination.

11. General and Miscellaneous Provisions.

(a) No Guarantee of Success. Seller has advised Buyer of the risks inherent in operating the Business and Buyer acknowledges and agrees that Seller has not provided Buyer with any guarantee that the Business to be operated by Buyer will be successful or profitable.

(b) Disclaimer. Except as expressly set forth in this Agreement or in any document, certificate, agreement, or other instrument furnished or to be furnished to Buyer pursuant to this Agreement, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OF THE BUSINESS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Indemnification. Seller shall indemnify Buyer for any liabilities that are attributed to the Seller and result directly from a fact, circumstance, breach, act, or omission by Seller prior to Closing. To the extent Buyer becomes obligated to pay any liabilities for such acts or omissions attributable to Seller, Buyer shall have the right to offset amounts Buyer is obligated to pay Seller as Earned Payments, provided that Buyer promptly, but in no event more than thirty (30) days following such indemnified party's receipt of such claim or demand, provide written notice to the indemnifying party of such claim or demand and the amount or the estimated amount thereof to the extent then feasible. Buyer shall indemnify Seller for any claims that arise out of the operation of the Purchased Assets after the Closing Date to the extent that such claims do not have any connection to the Seller or to the operation of the assets before the Transition Date.

(d) Noncompliance with Bulk Sales Law. Buyer holds Seller harmless from any failure of Buyer to comply with any "bulk sales" or similar laws relating to notices to creditors. Seller holds Buyer harmless from any claims from creditors arising from Bulk Sales Law. Any payments or costs arising from Seller's creditors can be deducted from the Earned Payments.

(e) Taxes. Buyer and Seller will each prepare and file such tax returns as may be, respectively, required of them in connection with all excise, sales, use, value added, transfer, stamp, documentary, filing, recordation or other similar taxes incurred as a result of the sale and transfer of the Assets hereunder in accordance with the form of the transaction or as may otherwise be required by a governmental entity. The Seller shall pay any and all such excise, sales, use, documentary, and similar taxes incurred as a result of the sale and transfer of the assets to the Buyer, provided that to the extent practicable, the Buyer shall cooperate with the Seller in ways to minimize such taxes, and Buyer shall reimburse Seller for any sales taxes and or use taxes levied by the California Department of Tax and Fee Administration, no later than 30



days after the Effective Date of this agreement, that are required to be collected by Seller related to the Equipment as outlined in Schedule A .

(f) Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed under, and the legal relations between the parties hereto shall be determined by the law of the State of California and applicable federal law. Any legal action taken with respect to this Agreement which is filed by Buyer shall be determined in a court of competent jurisdiction located in the County of Sonoma, State of California. Any legal action taken with respect to this Agreement which is filed by Seller, other than an action to collect due, but unpaid Earned Payments, shall be determined in a court of competent jurisdiction located in the County of Sonoma, State of California.

(g) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(h) Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument enforceable in accordance with its terms. Fax counterparts shall be accepted as originals, provided that originals are exchanged promptly after execution.

(j) Fees and Costs. All expenses involved in the preparation, authorization and consummation of this Agreement including, without limitation, all fees and expenses, shall be borne solely by the party which shall have incurred the same, and the other party shall have no liability with respect thereto.

(k) Broker's or Finder's Fees. Neither, the Seller or Buyer has authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement in any manner that may or will impose liability on Buyer or Seller.

(l) Arbitration. Any and all disputes or controversies whether of law or fact and of any nature whatsoever arising from or respecting this Agreement shall be decided by arbitration by the American Arbitration Association in accordance with the commercial rules and regulations of that Association. Arbitration shall take place in Sonoma County, California. The decree or judgment of an award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(m) Notices. All notices under this Agreement shall be in writing, and shall be deemed given (a) when personally delivered, (b) upon confirmed facsimile transmission, provided that a courtesy hard copy is also sent on the same day, with a copy of the fax confirmation receipt, to the recipient via a reputable overnight courier such as Federal Express or UPS (which shall not constitute delivery), or (c) upon delivery by a reputable overnight commercial delivery service (such as Federal Express or UPS). Unless modified by a party

pursuant to written notice to each of the other parties, notices shall be communicated using the following contact information:

**If to Seller, to:**

Katie M. Puryear, President  
Rogar Corporation, Inc.  
1881 Anchor Avenue  
Petersburg, VA 23803

Email: katiepuryear@rogar.com

**If to Buyer, to:**

Ben Argov, President  
Planet One Products, Inc.  
1445 N. McDowell Blvd.  
Petaluma, CA 94954  
Email: ben@iwawine.com

and in any case at such other address as the addressee shall have specified by written notice. All periods of notice shall be measured from the date of delivery thereof.

(n) Modification; Waiver. No supplement, modification or amendment to this Agreement shall be binding unless evidenced by a writing signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

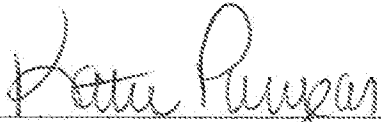
(o) Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision, to the extent permitted by the court, will not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

(p) Entire Agreement. This Agreement (including all exhibits or schedules appended hereto or thereto, all of which are incorporated herein by reference) constitute the entire agreement among the parties, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and inducements to the making of this Agreement relied upon by any party hereto have been expressed in this Agreement or in the documents incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the Effective Date.

**SELLER**

Rogar International Corporation  
a Virginia Corporation

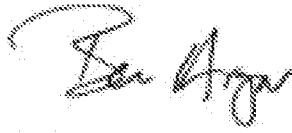


By: Katie Puryear  
President

8/10/2018

**BUYER**

Planet One Products, Inc.  
a California Corporation



By: Ben Argov  
President

LIST OF SCHEDULES AND EXHIBITS

SCHEDULE A – CONTRACTS  
SCHEDULE B – EQUIPMENT  
SCHEDULE C – INVENTORY  
SCHEDULE D – INTELLECTUAL PROPERTY  
SCHEDULE E – MARKETING AND DESIGN MATERIAL

EXHIBIT 1 – BILL OF SALE  
EXHIBIT 2 – PURCHASE PRICE ALLOCATION  
EXHIBIT 3 – OFFICER'S/DIRECTOR'S/SHAREHOLDER'S CERTIFICATE

TRADEMARK

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**SCHEDULE A**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**CONTRACTS**

**None**

**SCHEDULE B**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**EQUIPMENT**

**(Hard Copy Pages to be Inserted)**

**Wine Opener tooling/molds for Estate and Champion**

**SCHEDULE C**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**INVENTORY**

Rogar Inventory and Parts

Wooden Handles for wine openers	appx	2800
Torsion Springs for ALL openers		62000
Pewter Arms		120
Screws for handles		2000
Foot Pads		2000
Pewter Cap Nuts		5000

I will get a more accurate count as we transfer to pallet and see what other parts are available

Champion Pewter	O800	opener only box	2750
Estate Bronze	O200	opener only box	6000
Estate Combo Bx	O250	opener and stand box	4290

Green granite bases		5800
Desert Sand granite bases		1280
White Wave granite	base	150

Green granite handle		1000
Black granite handle		80
Desert Sand handle		3000

**SCHEDULE D**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**INTELLECTUAL PROPERTY**

1. Trademark as applied for in #1124333 with Trademarkia (also see Trademark Assignment) –
  
2. Patents (see attached Patent Assignment) – None

**SCHEDULE E**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**MARKETING AND DESIGN MATERIALS**



## **EXHIBIT 1**

### **BILL of SALE**

This Bill of Sale is entered into on August 10th, 2018 (“**Effective Date**”), between **ROGAR International Corp, a Virginia corporation** (“**Seller**”), and **PLANET ONE PRODUCTS, INC., a California Corporation** (“**Purchaser**”).

Whereas, Seller and Purchaser are parties to an Asset Purchase Agreement of the date (“**Purchase Agreement**”);

Whereas, the capitalized terms used in this Bill of Sale, but not defined herein shall have the meanings set forth in the Purchase Agreement;

Whereas, Seller is executing and delivering this Bill of Sale to Purchaser for the purpose of selling to and vesting in Purchaser all right, title, and interest to the wine opener Assets;

Now, Therefore, pursuant to the provisions of the Purchase Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged Seller agrees as follows:

1. In consideration of the sum of **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** with and advance on the earn-out of **Twenty Five Thousand Dollars and Zero Cents (\$25,000)** payable at the Closing by wire transfer, Seller hereby grants, transfers, conveys, assigns and sells to Purchaser all of Seller’s right, title, and interest in and to the Purchased Assets. There could be subsequent earn-out payments for three years after the close date.
2. This Bill of Sale shall be binding upon and inure to the benefit of the Purchaser and Purchaser’s successors and assigns.
3. Seller hereby appoints Purchaser, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure in Purchaser, or to its successors or assigns, the rights hereby transferred and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, and to do all acts and things with respect to the Purchased Assets that Purchaser shall deem reasonably desirable.
4. This Bill of Sale is subject to the terms and conditions of the Purchase Agreement and shall be interpreted, construed and enforced in accordance with the substantive laws of the State of California without regard to its conflicts of laws principles.

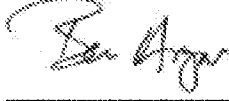
In Witness Whereof, Seller has executed this Bill of Sale as of the Effective Date.

Seller: ROGAR CORPORATION

Buyer: PLANET ONE PRODUCTS

  
By: Katie Puryear  
Its: Owner

8/14/2018

  
By: Ben Argov  
Its: President

TRADEMARK

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**EXHIBIT 2**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**ASSET ALLOCATIONS UNDER IRS SECTION 1060**

<b>Wine Opener tooling/molds</b>	<b>\$45,000</b>
<b>Inventory:</b>	<b>\$2,500</b>
<b>Goodwill:</b>	<b><u>\$2,500</u></b>
<b>Total:</b>	<b>\$50,000</b>

**EXHIBIT 3**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**OFFICER'S/DIRECTOR'S/SHAREHOLDER'S CERTIFICATE**

Certificate confirming ownership of Rogar International's assets, with a total of 3,444 shares held 51% by Katie Puryear and 49% held by Richard Puryear.

Information ONLY: Not selling entire company: just assets and name pertaining to Wine Opener side of business

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of July 27th 2018 ("Effective Date") by and among **ROGAR INTERNATIONAL CORPORATION, INC.**, a Virginia Corporation ("Assignor") and **PLANET ONE PRODUCTS, INC.**, a California Corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services"); and

WHEREAS, Assignor desires to assign to Assignee all of his right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.

2. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

Rogar International Corporation.,  
a Virginia Corporation

Katie Puryear 8/16/2018  
By: Katie Puryear, President/CEO

**Schedule A To Trademark Assignment**

**Trademark**

**Serial No.**

**Reg. No.**

As applied for with Trademarkia – application 1124333. Serial number and registration number forthcoming and to be assigned.