

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523223

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Southern Retriever Clothing Company, L.L.c. | | 04/19/2017 | Limited Liability Company: ALABAMA |
| RECEIVING PARTY DATA | | | |
| Name: | Elite Printing, L.L.C. | | |
| Street Address: | 9131 Round Oak Drive | | |
| City: | Baton Rouge | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70817 | | |
| Entity Type: | Limited Liability Company: LOUISIANA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4933560 | | |
| Serial Number: | 86477425 | SOUTHERN RETRIEVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2259284925 | | |
| <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> | | | |
| Phone: | 225-329-1288 | | |
| Email: | rdooley@roedelparsons.com | | |
| Correspondent Name: | Ross Dooley | | |
| Address Line 1: | 8440 Jefferson Highway, Suite 301 | | |
| Address Line 4: | Baton Rouge, LOUISIANA 70809 | | |
| NAME OF SUBMITTER: | Ross A. Dooley | | |
| SIGNATURE: | /Ross A. Dooley/ | | |
| DATE SIGNED: | 05/13/2019 | | |
| Total Attachments: 22 | | | |
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ASSET PURCHASE AGREEMENT

By and Between:

Southern Retriever Clothing Company, L.L.C.,

&

Andrew Wallace Rippy

&

Elite Printing, L.L.C.

April 19, 2017

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into on the 17th day of April, 2017 ("Effective Date"), between:

SOUTHERN RETRIEVER CLOTHING COMPANY, L.L.C., an Alabama limited liability company, domiciled in Mobile County, Alabama, and having a mailing address of 3816 Ashley Drive S., Mobile, Alabama 36608, appearing herein by and through its duly authorized representative, Andrew Wallace Rippy (the "Seller");

AND

ANDREW WALLACE RIPPY, an individual of the full age of majority domiciled in Mobile County, Alabama, and having a mailing address of 3816 Ashley Drive S., Mobile, Alabama 36608 (the "Selling Member");

AND

ELITE PRINTING, L.L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, Louisiana, and having a mailing address of 9131 Round Oak Drive, Baton Rouge, Louisiana 70817, appearing herein by and through its duly authorized representative, Shane Byrne (the "Purchaser"); Our Client

RECITALS

WHEREAS, Seller is in the business of creating, marketing, and selling various clothing and apparel (the "Business");

WHEREAS, Seller and Selling Member are the owners of certain assets and have used such assets in connection with the Business, and currently own, operate, and manage the Business under the name Southern Retriever Clothing Company, L.L.C.;

WHEREAS, pursuant to the Settlement, Receipt, and Release Agreement entered into between the parties, Seller and Selling Member have agreed to sell, transfer, and assign certain assets to Purchaser, and Purchaser has agreed to buy and accept such assets from Seller and Selling Member; and

WHEREFORE, as consideration for the Settlement, Receipt, and Release Agreement and the release of all claims by the Parties, the Parties hereby enter into this Agreement.

THEREFORE, in consideration of the covenants and agreements by the Parties and consideration to be given to Seller as set forth hereafter, Seller and Selling Member hereby agree to sell, and Purchaser hereby agrees to purchase from Seller and Seller Members, certain marketable assets, on certain terms and conditions, all as set forth below:

AGREEMENT

1. SALE OF ASSETS

Seller shall sell, transfer, convey, and assign to Purchaser, and Purchaser shall purchase and acquire from Seller, all of the Seller's right, title, and interest in and to the assets described on **EXHIBIT 1** attached hereto (the "Acquired Assets") free and clear of any and all liens and other security interests. Selling Member appears herein and will appear in the Bill of Sale to join with Seller in transferring to Purchaser whatever interest he may have in and to the Acquired Assets.

Within 14 days of receipt of the first installment payment as outlined in Section 2, below, Seller shall initiate the transfer of the Acquired Assets to Purchaser.

2. PURCHASE PRICE

In consideration of Seller's sale of the Acquired Assets to Purchaser under this Agreement, and of all other things done and agreed to be done by Seller, Purchaser shall pay Seller the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), which shall be payable in 12 equal monthly installments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00/per month). All monthly installments shall be paid by Purchaser on the 1st of each month via electronic transfer to the Seller's bank account listed below:

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| - <u>Bank Name:</u> | Wells Fargo |
| - <u>Account Number:</u> | 2757624149 |
| - <u>Routing Numbers:</u> | For Direct Deposit use Routing Number (RTN): 062000080 For Wire Transfers use Routing Number (RTN): 121000248 |

3. NO LIABILITIES OR DEBTS ASSUMED BY PURCHASER

It is expressly understood and agreed that Purchaser shall not, by virtue of this Agreement or the consummation of the transactions contemplated herein or otherwise, assume any liability, debt, contract, or any other obligation of any kind. Seller shall be responsible to pay, perform, and satisfy all obligations related to the Acquired Assets, whether fixed, contingent, known, or unknown, and whether existing prior to the Closing Date or arising thereafter, which arose or arise from Seller's acts or omissions prior to the Closing Date.

4. CLOSING

4.1 Closing Date

This Agreement shall be effective as of the Effective Date. Unless changed by mutual agreement of the parties, the sale, assignment, and transfer contemplated hereunder shall be effective as of the date on which the documents transferring ownership of the Acquired Assets are executed by the parties (the "Closing").

4.2. Transfer Instrument

The sale, transfer, and assignment of the Acquired Assets to Purchaser pursuant to this Agreement shall be effected by a Bill of Sale and Assignment in the form and substance of **EXHIBIT 4** attached hereto (the "Bill of Sale"). The Bill of Sale will be executed by Seller and

Purchaser on the Closing Date, and shall transfer full ownership to the Acquired Assets, free and clear of all liens and encumbrances.

4.3 Execution and Delivery of Additional Documents

In addition to the Bill of Sale, the Parties shall execute and deliver, as appropriate, the following at the Closing (or as indicated elsewhere in this Agreement, prior to the Closing):

- (a) Seller shall deliver a certified copy of the resolution of the members of Seller authorizing the transactions contemplated hereunder in the form and substance of EXHIBIT 2 attached hereto;
- (b) Purchaser shall deliver a certified copy of the resolution of the members of Purchaser authorizing the transactions contemplated hereunder in the form and substance of EXHIBIT 3 attached hereto;
- (c) All such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to consummate the transactions contemplated by this Agreement and the related agreements;

4.4 Further Acts

At the Closing and as may be required from time to time after the Closing, Seller shall execute any other assignments and instruments of conveyance, assignment, and transfer as shall be necessary to transfer to and vest in Purchaser all of Seller's right, title and interest in and to the Acquired Assets.

5. SELLER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to Purchaser to execute this Agreement and to perform or cause the same to be performed, Seller and Selling Member represent and warrant to Purchaser as follows:

5.1 Company Existence and Authority

Seller is a limited liability company duly organized, existing, and in good standing under the laws of Alabama. Selling Member and Jack Hale are the sole members of Seller. Seller and Selling Member have the full power, authority, and legal capacity to enter into and perform this Agreement and all other agreements and instruments to be executed hereunder ("Ancillary Agreements") and to carry out the transactions contemplated by such agreements. The execution, delivery, and performance by Seller of this Agreement and the Ancillary Agreements, and the consummation by Seller of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action by Seller and Selling Member.

5.2 Enforceability

This Agreement has been, and the Ancillary Agreements when executed at the Closing will be, duly executed and delivered, and constitute valid and binding obligations of the Seller enforceable against Seller.

5.3 Title to Acquired Assets

Seller hereby warrants that it: (a) has good, valid, and marketable full ownership of all of the Acquired Assets set forth in Exhibit 1, free and clear of all encumbrances and other defects in title; (b) has the right to convey the Acquired Assets to Purchaser free and clear of all

encumbrances; and (c) will defend the title to the Acquired Assets against the claims of all persons whomsoever.

5.4 Intellectual Property

Seller has filed trademark registrations in the U.S. Patent and Trademark Office under Serial Numbers 86/475,930 (USPTO Reg. No. 4,933,560) and 86/477,425, which are part of Acquired Assets (collectively referred to as the "IP Assets"). At the Closing, the IP Assets, along with all other intellectual property used by Seller, will be validly assigned to Purchaser. Seller does not make any representations or warranties whatsoever with respect to the Acquired Assets, whether express or implied, including, but not limited to, all warranties of originality, non-infringement, quality, merchantability and fitness for any particular purpose. The Acquired Assets are conveyed "as is." Purchaser acknowledges and agrees that third parties may have rights in the Acquired Assets, that any use or exploitation of the Acquired Assets may require permission from such third parties, and that Purchaser shall be solely responsible for securing such rights and permissions as may be necessary from such third parties. Notwithstanding the foregoing, Seller transfers all of their own right, title and interest in the Acquired Assets (including all of Seller's IP Assets) to the Purchaser. Seller further agrees it will not interfere in any way with Purchaser's use of the Acquired Assets, including but not limited to exploitation or licensing of the Acquired Assets.

5.5 Inventory

No item of inventory described on EXHIBIT 1 is held by Seller on assignment or consignment or is subject to any security interest, whether or not recorded.

5.6 Litigation and Judgments

To knowledge of Seller and Selling Member, there are no pending or threatened claims, suits, actions, arbitrations, or legal, administrative, or other proceedings, or governmental investigations against Seller arising out of the Business, nor any circumstances known by Seller and Selling Member to exist which would give rise to any claim, action, suit or proceeding against Seller of such type. Seller is not in default with respect to any order or decree of any governmental authority. To the knowledge of Seller and Selling Member, there are no outstanding judgments, orders, writs, or decrees of any judicial or other governmental authority binding specifically upon Seller or the Acquired Assets.

5.7 Compliance with Laws in the Conduct of Business

To the knowledge of Seller and Selling Member, Seller has conducted the Business so as to comply with, and it is in compliance with, all Laws and other requirements of all applicable governmental authorities, the noncompliance with which or curing thereof could have a material adverse effect on Seller or the Business.

5.8 Agreement Will Not Cause Breach or Violation

The execution, delivery, and performance of this Agreement by Seller and the consummation of the actions contemplated hereby have been duly and effectively authorized by the members and managers of Seller, as well as by all other requisite corporate or limited liability company action. The execution of this Agreement and any related agreement or certificate executed in connection herewith by Selling Member on Seller's behalf: (a) will not cause Seller to violate or contravene: (i) any applicable provision of Law, (ii) any rule or regulation of any Governmental Authority, or (iii) any order, writ, judgment, injunction,

decree, determination or award; (b) will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under the organizational documents of Seller, any loan or credit agreement, note agreement, deed of trust, mortgage, pledge, security agreement or other agreement, lease or other instrument, commitment or arrangement to which Seller is a party or by which any of the Acquired Assets or rights of Seller are bound or affected or such instrument or commitment or arrangement will be released by the holder prior to or immediately following closing; (c) will not be an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of Seller except as contemplated herein; and (d) will not result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the Acquired Assets.

5.9 No Breach

Seller has not committed or omitted to perform any act which is, has been, or may be deemed to be a breach of or default under any obligation of Seller or termination of any right of Seller which would impair in any way Purchaser's clear title to the Acquired Assets.

5.10 Absence of Undisclosed Assets

Except for Acquired Assets set forth on EXHIBIT 1, Seller does not have any other assets of any nature.

5.11 Tax Returns

All federal, state, parish, county, city and local tax returns related to Seller have been timely filed, or an extension has been timely requested, and all taxes shown to be due thereon have been paid in full.

5.12 No Other Agreement

Seller does not have any contract or arrangement with respect to the sale or other disposition of the Business, the Acquired Assets, or the membership interests in Seller, except as set forth in this Agreement.

5.13 All Marketable Assets

The sale of the Acquired Assets by Seller to Purchaser pursuant to this Agreement will effectively convey to Purchaser all of the marketable assets used by Seller in connection with the operation of the Business.

5.14 Disclosure

To the knowledge of Seller and Selling Member, Seller has, in connection with the sale of the Acquired Assets to Purchaser, disclosed to Purchaser all material information concerning the Acquired Assets and the Business and has not failed to disclose any information concerning such, which, if known to Purchaser, would materially and adversely affect the decisions of Purchaser with respect to this transaction.

5.15 Accuracy

None of the representations and warranties made by Seller, or made in any certificate or memorandum furnished or to be furnished by it, or on behalf of it, contain any untrue

statement of a material fact or omit any material fact the omission of which would be misleading.

5.16 **Reliance**

The foregoing representations and warranties are made by Seller with the knowledge and expectation that Purchaser is relying thereon, and such representations and warranties shall continue to and survive the closing as provided herein.

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| 6. PURCHASER'S REPRESENTATIONS AND WARRANTIES |
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As a material inducement to Seller to execute this Agreement and to perform or cause the same to be performed, Purchaser represents and warrants to Seller that:

6.1 **Company Existence and Authority**

Purchaser is a Louisiana limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Louisiana. Purchaser has full company power and authority to execute and deliver this Agreement, and to perform the transactions contemplated hereby and thereby and has taken all company action necessary to authorize the execution, delivery and performance thereof, and no approvals or consents of any Persons other than Purchaser are necessary in connection with it. The execution, delivery, and performance by Purchaser of this Agreement and all other agreements and instruments to be executed by the Purchaser hereunder, and the consummation by Purchaser of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action by Purchaser.

6.2 **Enforceability**

This Agreement has been, and all such other agreements when executed at the Closing will be, duly executed and delivered by, and constitute valid and binding obligations of Purchaser enforceable against Purchaser.

6.3 **No Legal Bar**

The execution, delivery, and performance of this Agreement will not violate any provision of any existing Law, or the articles of organization or operating agreement of Purchaser and will not materially conflict with, or be inconsistent with, any of the terms or provisions of or result in a material breach of, or constitute a material default under, or result in the creation or imposition of any material lien on any assets of Purchaser pursuant to any material indenture, mortgage, loan, or credit agreement, preferred stock provision, or other agreement or instrument to which Purchaser is a party or by which Purchaser or its assets may be bound or affected.

6.4 **Disclosure**

Purchaser has, in connection with the purchase of the Acquired Assets from Seller, disclosed to Seller all material information and has not failed to disclose any information concerning the purchase of the Acquired Assets, which, if known to Seller, would materially and adversely affect the decisions of Seller with respect to this transaction. The information so disclosed by Purchaser is true and correct.

6.5 Accuracy

None of the representations and warranties made by Purchaser, or made in any certificate or memorandum furnished or to be furnished by it, or on its behalf, contains or will contain any untrue statement of a material fact, or omits any material fact the omission of which would be misleading.

6.6 Reliance

The foregoing representations and warranties are made by Purchaser with the knowledge and expectation that Seller is placing complete reliance thereon, and such representations and warranties shall continue to and survive the Closing as provided herein.

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| 7. COVENANTS OF SELLER AND PURCHASER |
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Seller and Purchaser, as specifically indicated, covenant as follows:

7.1 Assistance

At all times prior to and after the Closing, Seller will use commercially reasonable efforts to assist Purchaser in obtaining any and all necessary approvals, consents, authorizations, certificates, licenses, or other similar documents or materials related to the transfer of the Acquired Assets.

7.2 Closing Documents

At the Closing, Seller and Purchaser shall deliver and/or execute all other documents and items contemplated by this Agreement to be delivered and/or executed by them, respectively at the Closing.

7.3 Sales and Use Tax

Any sales tax or transfer tax incurred as a result of the transfer of the Acquired Assets to Purchaser shall be paid by Seller, and Seller shall indemnify and hold harmless Purchaser for any such sales tax or transfer tax.

7.4 Access to Information

Seller shall afford to Purchaser and its representatives full access, at such times as may be reasonably requested by Purchaser, to any and all information pertaining to the Acquired Assets.

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| 8. INDEMNIFICATION |
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8.1 Indemnity by Seller

Seller agrees to defend and indemnify Purchaser, its officers, managers, members, agents, and employees, against, and to hold each of them harmless from, all claims, suits, losses, liabilities, costs, damages and expenses (including, without limitation, to reasonable attorney fees, including attorney fees necessary to enforce rights to indemnification hereunder) arising from or resulting by reason of:

- (a) any adverse and inaccurate representation made by or on behalf of Seller in this Agreement or any certificate or other document delivered pursuant hereto;

- (b) the breach of any of the warranties, representations, covenants, or agreements made by or on behalf of Seller in this Agreement or any certificate or other document delivered pursuant hereto;
- (c) the breach or default in the performance by Seller of any of the obligations to be performed hereunder;
- (d) any liability or claim by any person that Purchaser is liable for obligations of Seller not expressly assumed by Purchaser under this Agreement or one of the other agreements attached as Exhibits to this Agreement, including, without limitation, claims that Purchaser is liable as a successor entity pursuant to the "Continuity of Enterprise" doctrine or under other similar doctrines, or by operation of law;
- (e) any indebtedness, claims and liabilities, absolute, contingent or otherwise, of whatever kind or nature, of Seller not expressly assumed by Purchaser under this Agreement or one of the other agreements attached as Exhibits to this Agreement, whenever arising, including without limitation, unpaid lease rentals and other operating expenses, tax liabilities, obligations, payments or penalties, and all liability under any pending proceeding involving Seller;
- (f) any liability or claim arising out of or resulting from the termination by Seller of Seller's employees employed in connection with the Business prior to, as of, or after the Closing, including, without limitation, claims based on allegations of age discrimination, racial discrimination, gender discrimination, any other category of discrimination, and claims for severance pay;
- (g) any proceedings, demands, assessments, judgments, costs, and expenses with respect to any of the foregoing.

The indemnification provided for in this Section shall be in addition to any other indemnifications specifically provided to Purchaser elsewhere in this Agreement or in other agreements.

8.2 Indemnity by Purchaser

Purchaser agrees to defend and indemnify Seller, and its officers, managers, members, agents, and employees, against, and to hold each of them harmless from, all claims, suits, losses, liabilities, costs, damages and expenses (including, without limitation, to reasonable attorney fees, including attorney fees necessary to enforce their rights to indemnification hereunder) arising from or resulting by reason of:

- (a) any adverse and inaccurate representation made by or on behalf of Purchaser in this Agreement or any certificate or other document delivered pursuant hereto;
- (b) the breach of any of the warranties, representations, covenants or agreements made by or on behalf of Purchaser in this Agreement or any certificate or other document delivered pursuant hereto;
- (c) the breach or default in the performance by Purchaser of any of the obligations to be performed by it hereunder; and
- (d) any Proceedings, demands, assessments, judgments, costs, and expenses with respect to any of the foregoing.

The indemnification provided for in this Section shall be in addition to any other indemnifications specifically provided to Seller elsewhere in this Agreement or in other agreements.

8.3 Conditions of Indemnification

The obligations and liabilities of one or more persons (collectively, the "Indemnitor") to another person or persons (collectively, the "Indemnitee") under Section 8.1 or Section 8.2 above with respect to claims resulting from the assertion of liability by third persons shall be subject to the following terms and conditions:

- 8.3.1 Notice.** Indemnitee will give notice of any such claim promptly after Indemnitee receives notice thereof, and Indemnitor will assume the defense thereof by representatives selected by Indemnitor with the consent of Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. However, at all times, Indemnitee shall have the right to participate in the defense at its expense.
- 8.3.2 Defense.** In the event that the Indemnitor, within a reasonable time after notice of any such claim, but in no event later than ten (10) days after such notice, fails to defend against such claim (including but not limited to notifying Indemnitee of the law firm that will be handling such claim on behalf of Indemnitor, the expected date of response to such claim, and Indemnitor's potential grounds of defense against such claim), Indemnitee will, upon notice to Indemnitor, have the right to undertake the defense at the expense of Indemnitor, compromise or settle such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.
- 8.3.3 Injunctions.** Anything in this Section 8.3 to the contrary notwithstanding, (i) if there is any reasonable probability that a claim may materially and adversely affect Indemnitee, other than as a result of money damages or other money payments, Indemnitee shall have the right, at its cost and expense, to defend, compromise or settle such claim; and (ii) Indemnitor shall not, without the Indemnitee's written consent, settle or compromise any claim, or consent to entry of any judgment, which does not include an unconditional term by which the claimant or the plaintiff gives to the Indemnitee a full and unconditional release from all liability in respect of such claim.

8.4 Notice of Other Claims

In the event Indemnitee should have a claim against Indemnitor hereunder that does not involve a third person claim, Indemnitee shall notify Indemnitor within ten (10) days of such claim, specifying the nature of and specific basis for such claim and the amount of such claim. Indemnitor shall remit payment for the amount of such claim upon receipt of an invoice therefor, or in the event of a dispute, Indemnitee and Indemnitor shall proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of competent jurisdiction. Interest at the rate of 10% per annum, shall accrue on the amount of any claim on which Indemnitee is successful from the date of the demand until paid.

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| 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS |
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All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing of each of the following conditions:

9.1 Purchaser's Representations and Warranties

All of the representations, warranties, and covenants of Purchaser contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall in all material respects be true and shall have been complied with as of the Closing as though made at such time.

9.2 Documents

At the Closing, Purchaser shall have delivered all documents that Purchaser is required under this Agreement to deliver at or before the Closing.

9.3 No Waiver

Seller may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Purchaser shall be in default of any of its representations, warranties, or covenants under this Agreement.

9.4 Consents

All necessary agreements and consents of any persons to the consummation of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by it, that Purchaser is obligated under this Agreement to obtain, shall have been obtained by Purchaser and delivered to Seller or are not yet due.

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| 10. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS |
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All obligations of Purchaser under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

10.1 Representations and Warranties of Seller

The representations, warranties and covenants of Seller contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall in all material respects be true and shall have been complied with as of the Closing as though made at such time.

10.2 Performance

Seller shall have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

10.3 No Material Adverse Change

Prior to the Closing, there shall not have been any material adverse changes in the condition or value of the Acquired Assets.

10.4 No Waiver

Purchaser may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Purchaser of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, warranties, or covenants under this Agreement.

10.5 Consents

All necessary agreements and consents of any persons to the consummation of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by it, that Seller is obligated under this Agreement to obtain, shall have been obtained by Seller and delivered to Purchaser or are not yet due.

10.6 Documents

At the Closing, Seller shall have delivered all documents that Seller is required under this Agreement to deliver at or prior to the Closing.

10.7 Tax Matters

At the time of the Closing, all taxes due by Seller shall have been timely remitted by Seller. Furthermore, there shall be no tax liability of any kind to which Purchaser may be subject as a "successor" to Seller any taxing authority.

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| 11. MISCELLANEOUS |
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11.1 Brokerage

The parties severally represent to each other that all negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Purchaser and without the assistance of any broker, finder, agent or other originator who is entitled to a fee or commission for such service.

11.2 Payment of Expenses

Each party will bear all of its own costs incurred in connection with the transactions contemplated by this Agreement, including, but not limited to, attorney fees.

11.3 Survival of Representations

The representations and warranties made herein and in all documents and certificates delivered pursuant hereto shall be true and shall have been complied with as of the Closing as though made at such time, and shall survive the Closing. The covenants made herein and in all documents and certificates delivered pursuant hereto shall survive the Closing until their respective and/or related obligations are satisfied.

11.4 Binding Effect

This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties and the terms and covenants hereof shall survive the Closing.

11.5 Integration and Assignment

This Agreement, including all exhibits attached hereto or expressly referred to herein contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes and supplants any and all prior agreements, including the letter of intent, with respect thereto. Furthermore, any obligations of either party contained in any letter of intent or confidentiality agreement executed by the parties in connection with the transactions contemplated herein are waived and terminated. There shall be no assignment, modification or amendment unless consented to in writing and signed by Seller and Purchaser.

11.6 Governing Law

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Louisiana without regard to its principles of conflicts that may direct the application of the laws of another jurisdiction.

11.7 Specific Performance

No deposit is made with respect to this Agreement. The Parties reserve the right to demand specific performance of the terms of this Agreement, this being a binding agreement to buy and to sell. Time is of the essence of this Agreement.

11.8 Cumulative Rights

The rights, powers and remedies of the parties of this Agreement are cumulative and concurrent and in addition to other rights, remedies and powers.

11.9 Cooperation and Assurances

From time to time prior to the Closing Date, each of the parties hereto will permit any other party to make, and will cooperate and assist the other in making, such investigations as may be appropriate to enable each party to determine compliance of the other in every way with the provisions of this Agreement or the consummation of the transactions contemplated hereby.

11.10 Execution in Counterparts

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

11.11 Waivers

Any failure of any party hereto to comply with any of its obligations, agreements or conditions as set forth herein may be expressly waived in writing by the other party or parties.

11.12 Headings

The headings of the various articles and paragraphs herein have been included for convenience of reference only and shall not affect in any way the express provisions of this Agreement.

11.13 Cross-References

Unless the context otherwise requires, all references to Sections, Articles, Exhibits or Schedules are to those of this Agreement.

11.14 Severability

If any provision of this Agreement shall be held invalid under any applicable Laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

11.15 Publicity

All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be provided by the mutual consent of the parties; provided, however, this approval shall not be unreasonably withheld, conditioned, or delayed and consent shall not be necessary to the extent the publication is required by Law.

11.16 Definitions

All of the terms that are defined herein shall have the same definitions in the Exhibits attached hereto unless expressly modified therein.

11.17 No Third-Party Beneficiaries

It is understood and agreed by the Parties that this Agreement does not and shall not create any right in any other person other than the Parties hereto.

11.18 Rules of Construction

All capitalized terms used in this Agreement that are not defined in Section 13.1 shall have the definitions contained elsewhere herein, including the Exhibits hereto. All definitions used or contemplated herein shall be equally applicable to both the singular and plural forms of the terms. The following rules of construction apply, unless the specific context indicates otherwise: (a) "including" means "including, but not limited to;" (b) references to external citations such as laws, regulations, or standards include amendments and revisions; (c) "will" and "shall" have the same meaning, which is imperative or obligatory, and "may" is discretionary or permissive; and (d) the words "hereof," "herein," "hereunder," and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any references to Exhibits, Schedules, Sections or Articles shall mean Exhibits, Schedules, Sections and Articles of this Agreement. To the extent there is any conflict between the definitions in the body of this Agreement and those in the Exhibits and Schedules hereto, the definitions, terms and conditions in the body of this Agreement shall control.

12. NOTICES

All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex, or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

| | |
|----------------|-----------------|
| SELLER: | Copy to: |
|----------------|-----------------|

ASSET PURCHASE AGREEMENT

| | |
|--|--|
| Andrew W. Rippy 3816 Ashley Drive S., Mobile, Alabama 36608 | Alexa Stabler-Adams AdamsIP, LLC 300 Dauphin Street, Suite 200 Mobile, AL 36602 |
| PURCHASER: | Copy to: |
| Shane Byrne 9131 Round Oak Drive, Baton Rouge, Louisiana 70817 | Carlton Jones (Roedel Parsons) 8440 Jefferson Highway, Suite 301 Baton Rouge, LA |

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF ACQUIRED ASSETS

The Acquired Assets to be sold, assigned, and transferred by Seller to Purchaser pursuant to the Agreement shall include the following:

1. All of Seller's right, title, and interest in and to all inventory and merchandise.
2. All of Seller's right, title, and interest in and to all trademarks, copyrights, patents, rights of publicity, and other intellectual property owned or used by Seller, including, without limitation, the trademarks identified as **USPTO Reg. No. 4,933,560** (formerly Serial No. 86/475, 930) and **Serial No. 86/477,425**.
3. All websites, social media pages, and other online marketing blogs or stores owned or used by Seller, including, without limitation, www.southernretrieverco.com.
4. All customer relationships and goodwill, if any, and other causes of action used in, related to or arising in conjunction with the operation of the Business;
5. All claims or potential claims of Seller against third parties relating to the Acquired Assets.
6. All books, records, files, databases, price lists, promotional materials, advertising copy and data, marketing research and information, competitive analysis, sales records, service records, customer lists and files, and other customer information owned or used by Seller.

EXHIBIT 2

**CERTIFICATE OF ADOPTION OF RESOLUTIONS OF THE MEMBERS & MANAGERS
(SELLER)**

RESOLVED that the Asset Purchase Agreement (the "Agreement") between Southern Retriever Clothing Company, L.L.C. (the "Company") and Elite Printing, L.L.C. ("Purchaser") providing for, among other things, the sale by the Company of certain of its assets to Purchaser, for the consideration provided in the Agreement, be and the same is hereby authorized and approved; and

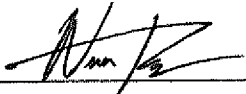
RESOLVED that any changes in the terms and conditions of such Agreement including any other instruments and documents necessary or desirable in connection therewith, be and the same are hereby left to the discretion and judgment of the Manager, Andrew Wallace Rippy, who is hereby authorized to execute on behalf of this Company any and all instruments and documents when prepared to carry out the terms and conditions of such Agreement, and the instruments and documents when so executed shall be conclusively presumed to be the duly authorized acts of this Company; and

RESOLVED that the above named Manager, be and he is hereby authorized and directed, for and on behalf of Company, to prepare, execute and deliver such certificates, applications and such other documents as he may deem necessary to effect the foregoing transactions on behalf of Company.

CERTIFICATE

I, WALLACE RIPPY, Certifying Official for the Company, do hereby certify that a duly convened meeting of the Members and Managers of Company, was held on the 2nd day of JUNE, 2017, at the offices of this limited liability company, at which meeting the foregoing resolutions were adopted and that such resolutions are still in full force and effect and have not been repealed.

IN WITNESS WHEREOF, I hereunto set my hand, this 2nd day of JUNE, 2017.



WALLACE RIPPY, Certifying Official

EXHIBIT 3

**CERTIFICATE OF ADOPTION RESOLUTIONS OF THE MEMBERS & MANAGERS
(PURCHASER)**

RESOLVED that the Asset Purchase Agreement (the "Agreement") between Elite Printing, L.L.C. (the "Company") and Southern Retriever Clothing Company, L.L.C. ("Seller") providing for, among other things, the sale by Seller of certain of its assets to the Company, for the consideration provided in the Agreement, be and the same is hereby authorized and approved; and

RESOLVED that any changes in the terms and conditions of such Agreement including any other instruments and documents necessary or desirable in connection therewith, be and the same are hereby left to the discretion and judgment of the Member, Shane Byrne, who is hereby authorized to execute on behalf of this Company any and all instruments and documents when prepared to carry out the terms and conditions of such Agreement, and the instruments and documents when so executed shall be conclusively presumed to be the duly authorized acts of this Company; and

RESOLVED that the above named Member, be and he is hereby authorized and directed, for and on behalf of Company, to prepare, execute and deliver such certificates, applications and such other documents as he may deem necessary to effect the foregoing transactions on behalf of Company.

CERTIFICATE

I, Shane Byrne, Member, do hereby certify that a duly convened meeting of the Members of Company, was held on the 19th day of April, 2017, at the offices of this limited liability company, at which meeting the foregoing resolutions were adopted and that such resolutions are still in full force and effect and have not been repealed.

IN WITNESS WHEREOF, I hereunto set my hand, this 19th day of April, 2017.

Shane Byrne

Shane Byrne, Member

ARTICLE 1.
DEFINITIONS

Terms defined in the Agreement shall have the same meaning in this Bill of Sale unless otherwise defined herein.

ARTICLE 2.
SALE OF ACQUIRED ASSETS

2.01 Sale. Upon the terms and subject to the conditions, representations, and warranties contained in the Agreement, Seller does hereby, effective as _____, 2017 ("Conveyance Date"), sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser hereby purchases and accepts all of the Acquired Assets described on EXHIBIT 1 to the Agreement.

2.02 Title. Other than as provided in the Agreement, Seller warrants that Seller is the true and lawful, perfect owner of the Acquired Assets, free and clear of any liens, encumbrances or other adverse interests of any kind, and Seller has full power, good right, and lawful authority to dispose of the Acquired Assets in the aforesaid manner. Seller does, for itself and for its successors and assigns, covenant and agree to warrant and defend the title to the Acquired Assets to Purchaser, its successors and assigns, against all claims and demands of all persons whomsoever.

2.03 Further Acts. Seller has covenanted, and by this Bill of Sale does hereby covenant, that Seller shall do or cause to be done all such further acts, and shall execute and deliver or cause to be executed and delivered, all such transfers, assignments, and conveyances, evidences of title, notices, powers of attorney, and assurances, as Purchaser shall reasonably require. This act creates no vendor's privilege or resolatory condition and same are expressly waived by Seller.

2.04 Survival of Representations and Warranties. This transfer, assignment, and conveyance is made pursuant to the Agreement. The representations, warranties, and agreements to indemnify Purchaser made by Seller in the Agreement, shall survive the closing of this transfer and conveyance as set forth in the Agreement. Nothing herein shall be construed to modify, limit, or otherwise detract from or add to the covenants, warranties, and agreements made by Seller in the Agreement.

2.05 Power of Attorney. Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller, with full power of substitution, in Seller's name and stead or otherwise, for the account and benefit of Purchaser, to: (a) demand and receive from time to time any and all of the Acquired Assets; (b) give receipts and releases for and in respect of the same or any part thereof; and (c) give such notices and to do all such acts and things in relation to the Acquired Assets transferred as Purchaser shall deem desirable, which includes, without limitation, instituting legal or administrative proceedings to assert or enforce any claim, right, or title in and to any of the Acquired Assets transferred.

[SIGNATURES BEGIN ON NEXT PAGE]

ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on April 19th, 2017, in the presence of the undersigned competent witnesses.

WITNESSES:

PURCHASER:

ELITE PRINTING, L.L.C.

Vicki Nye
Printed Name: Vicki Nye

By: Shane Byrne
Shane Byrne, Manager

Ann Chatelain
Printed Name: Anne Chatelain

ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on _____, 2017, in the presence of the undersigned competent witnesses.

WITNESSES:

SELLER:

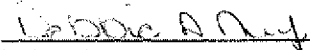
SOUTHERN RETRIEVER CLOTHING
COMPANY, L.L.C.



Printed Name: Robert Leigh

By: 

Andrew Wallace Rippy, Manager



Printed Name: Debbie A Nulf

ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or their duly authorized officers as the case may be.

WITNESSES:

SELLER:

SOUTHERN RETRIEVER CLOTHING COMPANY, L.L.C.

RE
Printed Name: Robert Leigh

By: [Signature]
Andrew Wallace Rippy, Manager

ANDREY FERMI
Printed Name:

[Signature] 6/21/17
NOTARY PUBLIC
STATE OF FLORIDA
ANDREY FERMI
MY COMMISSION # FF 019901
EXPIRES: June 9, 2017
Bonded Thru Budget Notary Services

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]