

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Formation Brands, LLC		05/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CBC Group, Inc.		
Street Address:	5226 S. 31st Place		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3437230	SLANT	
Registration Number:	5264891	SLANT COLLECTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6234449791		
Email:	apopham@pophamlawgroup.com		
Correspondent Name:	Amy Popham		
Address Line 1:	12725 W. Indian School Rd Suite E-101		
Address Line 4:	Avondale, ARIZONA 85392		
NAME OF SUBMITTER:	Amy J. Popham		
SIGNATURE:	/Amy J. Popham/		
DATE SIGNED:	06/25/2019		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated May 31, 2019, by and among Formation Brands, LLC, a Delaware limited liability company ("FB"), and a wholly-owned subsidiary of Pacific Market International, LLC, a Washington limited liability company ("PMI" and together with FB collectively referred to as the "Sellers" and each individually referred to as a "Seller"), and CBC Group, Inc., an Arizona corporation ("Buyer"), provides as follows:

RECITALS

WHEREAS, Sellers are engaged in the business of selling certain consumer goods under the "Slant" and "Slant Collections" brand (the "Business"); and

WHEREAS, Buyer desires to purchase from Sellers, and Sellers desires to sell to Buyer, all of the assets and rights of Sellers relating to the Business, as further identified in Section 1.1 below, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, agreements, representations, and warranties contained herein, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE AND TRANSFER OF ASSETS; CLOSING.

1.1. Assets to Be Sold. Pursuant to the terms and conditions of this Agreement, Sellers shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Sellers, free and clear of all claims, charges, liens, contracts, defects of title, objections, options, pledges, charges, security interests, mortgages, and encumbrances whatsoever (collectively, "Claims"), all right, title and interest of the Sellers in and to the assets set forth on Exhibit 1, but excluding the "Excluded Assets" as defined below (the assets being purchased by the Buyer being hereinafter referred to as the "Assets"), including, without limitation, the following:

1.1.1. Inventory. All of the Sellers' rights, title and interest in, and (to the extent existing in the Sellers' files or otherwise available to the Sellers) all electronic or physical manifestations of Sellers' rights, title and interest in the inventory set forth on Exhibit 1 (the "Inventory"), including (i) all copy, files, content, designs, art work, advertising that have been produced by or for the Sellers with respect to the Inventory prior to the Closing Date, and (ii) all other materials that may be or has been used in connection with the Inventory.

1.1.2. Trademarks, Trade Names and Copyrights. All right, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) set forth on Exhibit 1 (the "Trademarks")

including, without limitation, the names "Slant," "Slant Collections" together with any and all goodwill associated with such Trademarks;

1.1.3. Customer and Vendor Lists. The customer and vendor lists, files, databases and related documentation (hereinafter "Customer and Vendor Lists") containing the names, billing and shipping addresses and email address(es), contact numbers or other pertinent information delivered to Buyer at, or prior to, the Closing, including all customers for the calendar years 2016, 2017 and 2018 and all current vendors of the Business;

1.1.4. Goodwill. All goodwill, if any, relating to the Business.

1.2. Excluded Assets. Buyer shall not acquire, and Sellers shall retain: (i) all cash or cash equivalents in hand or in bank accounts; and (ii) all right, title and interest to and in any accounts receivable derived from the Business (including amounts past due) prior to the Closing Date; provided, however, that Sellers shall sell certain inventory to Total Wine & More (the "TW&M Order") pursuant to an existing open purchase order after the Closing Date (the "Excluded Assets").

1.3. Liabilities. Buyer will not assume any liability of Sellers arising prior to the Closing, whether related to the Assets or otherwise, in connection with the transfer and sale of the Assets.

1.4. Closing. The purchase and sale provided for in this Agreement (the "Closing") will take place on May 20, 2019 (the "Closing Date").

1.5. Purchase Price. The aggregate purchase price to be paid by Buyer to Sellers for the Assets is THREE MILLION DOLLARS (\$3,000,000) ("Purchase Price") payable as follows:

1.5.1. Upon the delivery of the Inventory FOB Seller's warehouse in Memphis Tennessee, in accordance with Section 1.6 below, Buyer shall pay to Seller TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000) via wire transfer of immediately available funds (the "Cash Payment"); and

1.5.2. FOUR HUNDRED THOUSAND (\$400,000) shall be paid in twenty-four (24) equal monthly installments at an interest rate of five percent (5%), as evidenced by a promissory note and subordinated to any Buyer bank debt (the "Note").

1.6. Delivery of Assets; Risk of Loss. Seller will have prepared and delivered the palletized Inventory to Buyer FOB Seller's warehouse on May 20th, 2019 for Buyer's inspection. Risk of loss, with respect to the Inventory, will be borne by Buyer upon delivery of the Inventory, FOB Seller's warehouse in Memphis, Tennessee; provided, however, that any Inventory that is not located at Seller's warehouse on the Closing Date (except for Inventory associated with the

matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

6.7. Assignments; Successors and No Third-Party Rights. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

6.8. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.9. Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

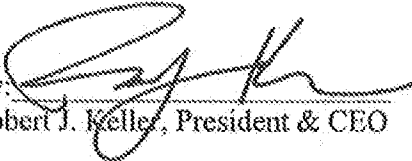
6.10. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by email transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by email will be deemed to be their original signatures for all purposes.

[Signatures appear on the following page]

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

SELLERS:

PACIFIC MARKET INTERNATIONAL, LLC

By: 
Robert J. Keller, President & CEO

BUYER:

CBC GROUP, INC.

By: 
Paul DiGiovanni, President & CEO

FORMATION BRANDS, LLC


By: 
Robert J. Keller, President & CEO

EXHIBIT 1

Assets

Inventory: [TO BE FINALIZED AT CLOSING]

Trademarks:

Trademark	Jurisdiction	Status	App. No.	Reg. No.	Goods/Services
SLANT COLLECTIONS	USA	Registered	87278866	5264891	gift items, namely, stickers; party supplies, namely, paper napkins and paper party decorations (Class 16) gift items, namely, luggage tags and tote bags (Class 18) serving ware for serving food and drink; drink ware (Class 21) gift items, namely, snow globes; party supplies, namely, paper party hats and plastic party hats (Class 28)
SLANT	USA	Registered	77136294	3437230	serving ware for serving food (Class 21)
SLANT COLLECTIONS	EUTM EU	Registered	A0066482	IR1354118	gift items, namely, stickers; party supplies, namely, paper napkins and paper party decorations (Class 16) gift items, namely, luggage tags and tote bags (Class 18) serving ware for serving food and drink; drink ware (Class 21) gift items, namely, snow globes; party supplies, namely, paper party hats and plastic party hats (Class 28)
SLANT	EUTM EU	Registered	A0065262	IR1349505	serving ware for serving food (Class 21)
SLANT COLLECTIONS	UK	Registered	A0066482	IR1354118	gift items, namely, stickers; party supplies, namely, paper napkins and paper party decorations (Class 16) gift items, namely, luggage tags and tote bags (Class 18) serving ware for serving food and drink; drink ware (Class 21)

					gift items, namely, snow globes; party supplies, namely, paper party hats and plastic party hats (Class 28)
SLANT	UK	Registered	A0065262	IR1349505	serving ware for serving food (Class 21)

Domains:

www.slantcollections.com

www.slantcollectionswholesale.com

www.slantwholesale.com

Social Media Accounts:

Pinterest

Facebook

Instagram

Open Sales Order Listing and Open Purchase Order Listing
 [TO BE FINALIZED AT CLOSING]

EXHIBIT 2

Allocation

Inventory:	\$2,000,000
Goodwill, Intellectual Property and Intangibles:	\$1,000,000

EX-2-1