

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Technologies Industries, Inc.		12/27/2019	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	Plexus Worldwide, LLC		
Street Address:	9145 E. Pima Center Parkway		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3283018	PROBIO 5	
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:	480-434-6413		
Email:	allison.tengan@plexusworldwide.com		
Correspondent Name:	Plexus Worldwide, LLC		
Address Line 1:	9145 E. Pima Center Parkway		
Address Line 2:	Legal Department		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Tarl Robinson		
SIGNATURE:	/tarl robinson/		
DATE SIGNED:	01/21/2020		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into effective as of this 27th day of December, 2019, by and between ADVANCED TECHNOLOGIES INDUSTRIES INC, (including its subsidiaries, affiliates, shareholders and members) a Wyoming company, having its principle place of business located at 1712 Pioneer Ave #1438 Cheyenne, WY 82001_ ("ATI" and/or "Seller") and PLEXUS WORLDWIDE LLC, and/or its affiliates, an Arizona limited liability company, having its principle place of business located at 9145 East Pima Center Parkway, Scottsdale, AZ 85258 ("Plexus" and or "Buyer") for the sale and purchase of certain assets of Seller.. Both ATI and Plexus may collectively be referred to as, "Parties" and individually as "Party."

RECITALS

A. WHEREAS, Seller is the owner of the entire right, title, and interest in and to the trademarks: "ProBio 5", Registration No.3283018, in International Class 005, ("Mark" and/or "Asset"); and

B. WHEREAS, the Asset is valued at approximately \$1,750,000.00; and

C. WHEREAS, prior to the execution of this Agreement, with Seller's permission, and on a royalty free, fully paid up, worldwide basis, Buyer has continuously used the Mark in connection with the advertising, marketing, offering for sale, manufacturing, distribution and sale of nutritional supplement products; and

D. WHEREAS, Buyer now desires to purchase the Asset for use in its business.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, the Parties agree as follows:

AGREEMENT

Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Asset

1. Bill of Sale. Buyer and Seller shall execute an Omnibus Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A.

2. Purchase Price. The purchase price for the Assets is \$1,750,000.00. This \$1,750,000.00 shall be paid by the Buyer to the Seller in accordance with the following installment schedule,

- a. \$187,500.00 to be paid Jan 2 2020; and
- b. \$187,500.00 to be paid on or before April 5, 2020; and
- c. \$187,500.00 to be paid on or before August 5, 2020
- d. \$187,500.00 to be paid on or before November 5, 2020

- e. Remaining balance of \$1,000,000.00 will be paid in 8 equal payments of \$125,000.00 per quarter commencing March 5th 2021 with final payment December 5th 2022.

The above Purchase Price shall be secured by a grant of a security interest in the Assets in the form of a Security Agreement in substantially the form attached as Exhibit B to this Agreement. Until the Purchase Price is paid in its entirety, Seller shall have the authority to file a UCC1 Financing Statement on the Assets. On the date that the Buyer pays Seller the \$1,750,000, Seller shall file a dismissal to such Financing Statement, and present the Buyer with written evidence that the lien on the assets has been extinguished

3. Warranties.

a. Seller is a duly organized, validly existing and in good standing under the laws of the state of its organization, with all requisite power and authority to carry on the business in which it is engaged and to own the properties it owns.

b. The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby, have been duly authorized by the Seller. This Agreement has been will be duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

c. The party executing this Agreement on behalf of Seller has the capacity, authority and legal right to execute, deliver and perform this Agreement.

d. Seller warrants that Seller has good and marketable title to the Asset, free and clear of any and all liens and encumbrances.

4. Further Assurances. Seller and Buyer shall each use their best efforts to take all actions necessary, proper, or deemed by them advisable, to fulfill promptly their obligations hereunder and to consummate the transactions contemplated by this Agreement. Seller and Buyer will coordinate and cooperate with each other in exchanging such information and supplying such reasonable assistance as may be requested by the other in connection with the foregoing. From time to time after the Closing, each party will, at the expense of the other party, execute and deliver, or cause to be executed and delivered, such documents to the other party as the other party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

Specifically, Seller shall assign the Mark to the Buyer with the United States Patent and Trademark Office ("USPTO") and Other Governmental Authorities ("Assignment"). Seller shall immediately perform all acts and execute all documents requested by the Buyer to complete the aforementioned. The Parties agree that this Agreement (and in particular this Section 4) shall be definitive evidence of such Sale and Assignment and may be presented to the USPTO and other governmental authorities (by Buyer) as evidence of agreement of such Sales and Assignment by Seller, without any further authorization or approval by Seller. In addition, The Parties agree that this Agreement may be plead and used as evidence by Buyer in a judicial matter to uphold Buyer's Sale and Assignment rights under this Agreement.

In addition, Seller shall be solely responsible to cure all infringement claims related to the Mark occurring prior to the date of this Agreement; and shall defend, indemnify and hold Buyer harmless against

any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, directly or indirectly attributable to, arising from, or relating to (i) infringement by a third party related to the use of the Mark by Buyer; or (ii) any other act, error or omission of Seller related to the Mark prior to the date of this Agreement.

Buyer shall defend, indemnify and hold Seller harmless against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, directly or indirectly attributable to, arising from, or relating to any other act, error or omission of Buyer related to the business operations of Buyer, whether before or after Closing of this Agreement.

5. Confidentiality. Both Parties agree that they will keep the terms and facts of this Agreement confidential. Both Parties will not disclose the existence of this Agreement or any of its terms to anyone except that Party's attorneys or accountants, or in appropriate filings with the USPTO, unless required by law.

6. Reversion. In the event that the Buyer does not pay, and the Seller does not receive, the entire Purchase Price delineated under Section 2 above, then all rights, title and interest in the Asset will automatically revert back to the Seller.

7. Entire Agreement. This Agreement, including the Exhibits hereto, contain all of the terms, conditions, and representations and warranties agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, oral or written, respecting such subject matter.

8. Binding Effect; Assignment. No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this Agreement, which it may withhold in its absolute discretion.

9. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflicts of laws. Buyer and Seller each agree that the federal and state courts located within the State of Arizona shall have exclusive jurisdiction as to all matters, actions, claims, or disputes arising out of this Agreement or the transactions contemplated hereby, and except as otherwise contemplated herein.

10. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be written and shall be deemed to have been given (a) when personally delivered; (b) on the third (3rd) business day after it is deposited in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested; or (c) on the date of scheduled delivery when sent by FedEx or other nationally recognized overnight commercial mail service, addressed as follows:

If to Buyer: Plexus Worldwide LLC
9145 East Pima Center Parkway
Scottsdale, AZ 85258
Attention: General Counsel
Facsimile: (_____) _____

with a copy to: _____

.....
Attention: _____
Facsimile: () _____

If to Seller:

Advanced Technologies Industries,
1712 Pioneer Ave. #1438
Cheyenne, WY 82001
Attn: _____
Facsimile: () _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date set forth above.

SELLER:

ADVANCED TECHNOLOGIES INDUSTRIES INC

By:  12/27/2019
[Name] Diana Kristen Dyrr, CEO

BUYER:

PLEXUS WORLDWIDE LLC

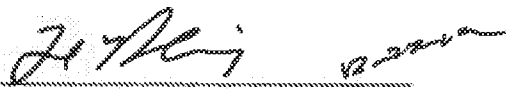
By: 
Mr. Tari Robinson, Chief Executive Officer

EXHIBIT A

OMNIBUS BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated effective as of December 27, 2019 is between PLEXUS WORLDWIDE LLC, and/or its affiliates, an Arizona limited liability company, having its principle place of business located at 9145 East Pima Center Parkway, Scottsdale, AZ 85258 ("Plexus" and/or "Buyer"), and ADVANCED TECHNOLOGIES INDUSTRIES INC, (including its subsidiaries, affiliates, shareholders and members) a Wyoming company, having its principle place of business located at 1712 Pioneer Ave #1438 Cheyenne, WY 82001 ("ATI" and/or "Seller"). All capitalized terms not defined in this Agreement shall have the meanings set forth in the Asset Purchase Agreement dated effective as of December 27, 2019 between Buyer and Seller ("Asset Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. Transfer. Seller hereby sells, transfers, assigns, and conveys unto Buyer the Asset and all of the right, title, and interest of Seller in the Asset.
2. Covenant. Seller covenants that it will from time to time, if required by Buyer or its successors or assigns, do, execute, acknowledge, and deliver all such further acts and documents as may be reasonably requested by Buyer in order to better assure, convey, transfer, and assign the Asset to Buyer.
3. Additional Documents. Buyer shall execute any additional documents and take any further actions required to give effect to the intentions and purposes of this Agreement.
4. Binding Effect; Governing Law; Counterparts. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflicts of laws. This Agreement may be executed in counterparts.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date hereof.

BUYER:

PLEXUS WORLDWIDE LLC

By: Tarl Robinson
Mr. Tarl Robinson, Chief Executive Officer

SELLER:

ADVANCED TECHNOLOGIES INDUSTRIES INC

By: Diana Dyrr 12/27/2019
[Name] Diana Kristen Dyrr, CEO

EXHIBIT B
SECURITY AGREEMENT

EXHIBIT B

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is entered into effective as of this 267th day of December, 2019, by and between ADVANCED TECHNOLOGIES INDUSTRIES INC, (including its subsidiaries, affiliates, shareholders and members) a Wyoming company, having its principle place of business located at 1712 Pioneer Ave #1438 Cheyenne, WY 82001 ("ATI") and PLEXUS WORLDWIDE LLC, and/or its affiliates, an Arizona limited liability company, having its principle place of business located at 9145 East Pima Center Parkway, Scottsdale, AZ 85258 ("Plexus") Both ATI and Plexus may collectively be referred to as, "Parties" and individually as "Party."

RECITALS

WHEREAS, on December 27, 2019, the Parties have executed an Asset Purchase Agreement, (the "APA") whereby Plexus has purchased certain Assets of ATI;

WHEREAS, the APA is attached as Exhibit A, and made part of this Agreement by reference; and

WHEREAS, as a condition to ATI being paid in installments of the Purchase Price ("Purchase Price") contained in the APA, Plexus hereby grants to ATI a security interest in the Assets, until such time that the Purchase Price has been paid in full by Plexus to ATI.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties hereby agree as follows:

GRANT OF SECURITY INTEREST. Plexus hereby grants to ATI a security interest in Assets delineated in the APA, until such time that Plexus fully pays the Purchase Price. At such time that the Purchase Price is fully paid by Plexus, ATI will immediately file with, any and all, authorities to cancel this security interest, and shall provide Plexus written evidence of this act.

FURTHER ASSURANCES.

Additional Documents. Plexus agrees that from time to time, at the sole expense of Plexus, Plexus shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that ATI may reasonably request, in order to perfect and protect this security interest.

Financing Statements. Plexus hereby authorizes ATI to file one or more UCC financing or continuation statements, and amendments thereto, relating to all or any part of the security interest permitted by law, to the extent that such financing statements are consistent herewith.

ATI'S DUTIES. The powers conferred on ATI hereunder are solely to protect its interest in payment of such Purchase Price. Upon full and complete payment of the Purchase Price ATI shall release the Assets of the liens created and granted under this Agreement and, at Plexus's expense, execute and deliver to Plexus such documents as the Plexus shall reasonably request to evidence such release.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to any choice of law rule thereof giving effect to the laws of any other jurisdiction.

MISCELLANEOUS.


Counterparts. This Agreement may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages by different signatories thereto.

Recording of Copy of Agreement. A carbon copy, photographic copy or other reproduction of the Agreement, any financing statement or any other document executed pursuant hereto may be filed or recorded as a financing statement pursuant to the Uniform Commercial Code in effect.

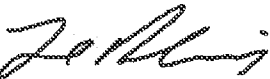
TERMINATION UPON PAYMENT OF PURCHASE PRICE. This Agreement shall terminate upon the ATI's receipt of full payment the Purchase Price. Upon such termination, ATI shall take all such action as may be required to release and terminate the security interests, liens, transfers, grants of power, and assignments created, provided or effectuated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first set forth above.

ADVANCED TECHNOLOGIES INDUSTRIES INC

By:  12/27/2019
[Name] diana kristen dyrr, CEO

PLEXUS WORLDWIDE LLC

By:  12-27-19
Mr. Tari Robinson, Chief Executive Officer