

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562323

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900499237		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purch Group, LLC		11/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Monolith Technologies Inc.		
Street Address:	3605 Moroney Drive		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3618894	SHOPSAVVY	
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:	8179121335		
Email:	rr@ryanrobertslaw.com		
Correspondent Name:	Ryan Roberts		
Address Line 1:	550 Reserve Street Suite 390		
Address Line 4:	Southlake, TEXAS 76092		
NAME OF SUBMITTER:	Ryan Roberts		
SIGNATURE:	/Ryan Roberts/		
DATE SIGNED:	02/14/2020		
Total Attachments: 3			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made November 1, 2018, by and between Monolith Technologies Inc., a Delaware corporation (“**Buyer**”), and Purch Group, LLC, a Delaware limited liability company (“**Seller**”). Certain other capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, Buyer and Seller wish to enter into this Agreement pursuant to which Seller will sell and Buyer will purchase the Purchased Assets.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchased Assets; Assumed Liabilities.

1.1 **Purchased Assets.** Subject to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, transfer and assign to Buyer, on the Closing Date, all of Seller’s right, title and interest in (a) the Purchased Intellectual Property; (b) the Assumed Contracts; (together, the “**Purchased Assets**”). To the extent that any of the Purchased Assets are not assignable or otherwise transferable by Seller to Buyer, as the case may be, without the consent, approval or waiver of another party thereto or any third party (including any Governmental Authority), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon Seller, or a violation of any applicable law, then this Agreement shall not constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.

1.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Person**” means an individual, corporation, partnership, limited liability company, limited liability partnership, association, trust or any other entity or organization.

“**Proceeding**” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, commenced, brought, conducted or heard by or before, or that otherwise involved, any Governmental Body or any arbitrator or arbitration panel.

“**Purchased Intellectual Property**” means the intellectual property set forth on Exhibit C to this Agreement and any and all applicable (i) goodwill associated with such intellectual property; (ii) licenses and sublicenses granted and obtained with respect to such intellectual property; and (iii) rights under such intellectual property.

“**ShopSavvy Business**” means operation of Seller’s business directly related to the ShopSavvy website and mobile application as it is conducted as of the Closing Date.

“**Tax**” (and, with correlative meaning, “**Taxes**” and “**Taxable**”) means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

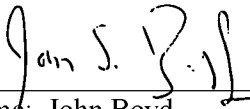
“**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Transactions**” shall mean (a) the execution and delivery of this Agreement, and (b) all of the transactions contemplated thereby.

IN WITNESS WHEREOF, each of Seller and Buyer has caused a duly authorized representative to execute this Asset Purchase Agreement on the date first written above.


BUYER:

Monolith Technologies Inc.,
a Delaware corporation

By: 
Name: John Boyd
Title: Chief Executive Officer

SELLER:

Purch Group, LLC,
a Delaware limited liability company

By: 
Name: Zillah Byng-Thorne
Title: President