

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Speed Commerce Operating Company, LLC		03/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5G Acquisitions, LLC		
<b>Street Address:</b>	4730 S. Fort Apache Rd., Suite 300		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89147		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4480132	SPEED COMMERCE	
<b>Registration Number:</b>	4480131	SPEED COMMERCE	
<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>	4192416000		
<b>Email:</b>	ipdocketing@eastmansmith.com		
<b>Correspondent Name:</b>	Carrie A. Johnson		
<b>Address Line 1:</b>	One Seagate, 24th Floor, P.O. Box 10032		
<b>Address Line 4:</b>	Toledo, OHIO 43699-0032		
<b>ATTORNEY DOCKET NUMBER:</b>	1785-220154		
<b>NAME OF SUBMITTER:</b>	Carrie A. Johnson		
<b>SIGNATURE:</b>	/caj/		
<b>DATE SIGNED:</b>	05/19/2020		
<b>Total Attachments: 44</b>			
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**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of **MARCH 30, 2018**, by and between **5G ACQUISITIONS, LLC**, a Nevada limited liability company (“Buyer”), and **SPEED COMMERCE OPERATING COMPANY LLC**, a Delaware limited liability company (“Seller”).

**RECITALS:**

WHEREAS, Seller is a single-source provider of omnichannel fulfillment solutions and technology for retailers and manufacturers (the “Business”);

WHEREAS, Seller desires to sell and assign substantially all of the assets owned or employed by Seller primarily in connection with the Business conducted at the Acquired Business Locations (as defined in Section 9.15) (the “Acquired Business”) to Buyer, and Buyer desires to purchase such assets from Seller, on the terms and conditions set forth herein; and

WHEREAS, all capitalized terms used in the body of this Agreement but not defined in the body of this Agreement shall have the meaning ascribed to such terms in Section 9.15.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises hereinafter set forth, do hereby agree as follows:

**ARTICLE I**

**Assets to be Purchased**

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing, Seller’s right, title and interests in, to and under all of the assets, properties and rights of every kind and nature (other than the Excluded Assets), which are located at the Acquired Business Locations or which primarily relate to, or are primarily used or held for use in connection with, the Acquired Business (collectively, the “Purchased Assets”), free and clear of any Liens other than Permitted Liens, including without limitation, the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) all Intellectual Property of the Acquired Business set forth on Schedule 1.1(h) attached hereto (the “Intellectual Property Assets”);

(i) [REDACTED]

(j) [REDACTED]

(k) [REDACTED];

(l) all of Seller's rights under warranties, indemnities or similar rights from third parties to the extent related to any Purchased Assets; and

(m) the goodwill of the Acquired Business.

1.2 [REDACTED]

[REDACTED]

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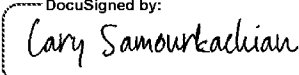
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IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

**5G ACQUISITIONS, LLC**

By:   
Name: Cary Samourkachian  
Its: Manager

**SPEED COMMERCE OPERATING  
COMPANY LLC**

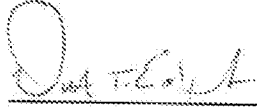
By: \_\_\_\_\_  
Name: Dalton T. Edgecomb  
Its: Chief Restructuring Officer

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

**SG ACQUISITIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SPEED COMMERCE OPERATING  
COMPANY LLC**

By:  \_\_\_\_\_  
Name: Dalton T. Edgecomb  
Its: Chief Restructuring Officer

*[Signature Page to Asset Purchase Agreement]*

**EXHIBIT A**

**FORM OF ESCROW AGREEMENT**

(See attached)

**5/19/2020 ENTIRE EXHIBIT REDACTED FOR  
FILING**

**EXHIBIT B**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

(See attached)

**5/19/2020 ENTIRE EXHIBIT REDACTED FOR FILING**

**EXHIBIT C**

**FORM OF BILL OF SALE**

(See attached)

**5/19/2020 ENTIRE EXHIBIT REDACTED FOR FILING**

**EXHIBIT D**

**FORM OF OWNER'S AFFIDAVIT OF TITLE**

(See attached)

**5/19/2020 ENTIRE EXHIBIT REDACTED FOR FILING**

Schedule 1.1(g)

Assumed Contracts

1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



5. Credit Card Tokenization Proposal, Request No. CP-106, between Seller and Heartland America, dated as of February 27, 2018
6. Easement Agreement between Seller and S-S-S Lumber Company, dated as of October 15, 2015, as amended by the First Amendment thereto, dated as of March 14, 2018

**Schedule 1.1(h)**

**Intellectual Property Assets**

Domain Names, including all associated websites and web pages, and all content and data thereon or relating thereto:

<b>DomainName</b>	<b>ExpirationDate</b>	<b>REGISTRAR (acct#)</b>
finalandlast.com	2/9/2018	GoDaddy (4664926)
finalandlast.info	2/9/2018	GoDaddy (4664926)
finalandlast.net	2/9/2018	GoDaddy (4664926)
lastandfinal.com	7/1/2018	GoDaddy (4664926)
lastandfinal.info	2/6/2018	GoDaddy (4664926)
lastandfinal.net	2/6/2018	GoDaddy (4664926)
speedcommerce.com	10/19/2018	GoDaddy (4664926)
speed-commerce.com	10/19/2018	GoDaddy (4664926)
speedcommerce.net	10/19/2019	GoDaddy (4664926)
speed-commerce.net	10/19/2018	GoDaddy (4664926)
speedcommerce.org	8/4/2019	GoDaddy (4664926)
speed-commerce.org	8/4/2019	GoDaddy (4664926)
speedcommercesecure.com	4/7/2019	GoDaddy (4664926)
zhanks.com	4/6/2019	GoDaddy (4664926)
zhanks.net	4/6/2019	GoDaddy (4664926)
FIFTHGEAR.COM	7/30/2018	GoDaddy (32643063)
INFIFTHGEAR.BIZ	11/21/2017	GoDaddy (32643063)
INFIFTHGEAR.COM	12/15/2018	GoDaddy (32643063)
INFIFTHGEAR.INFO	11/22/2017	GoDaddy (32643063)
INFIFTHGEAR.MOBI	11/22/2017	GoDaddy (32643063)
INFIFTHGEAR.NET	11/22/2017	GoDaddy (32643063)
INFIFTHGEAR.ORG	11/22/2017	GoDaddy (32643063)
inoverdrive.com	5/10/2018	Network Solutions
sigmacommerce.biz	8/29/2017	GoDaddy (4664926)
sigmacommerce.com	8/30/2017	GoDaddy (4664926)
sigmacommerce.net	8/30/2017	GoDaddy (4664926)
sigmamicro.com	4/3/2018	Network Solutions
sigma-micro.com	12/18/2017	Network Solutions
starkbrosfulfillment.com	3/4/2018	Network Solutions

Trademarks and Tradenames, including all logos and trade dress used in connection therewith:

1. Accelerating Commerce
2. Fifth Gear

3. Sigma Micro
4. Sigma Commerce
5. Controller +

Toll-Free Numbers:

1. Each toll-free number referenced in an Assumed Fulfillment Services Agreement or a Continuing Customer Agreement
2. 866-377-3331
3. 800-383-4421



[REDACTED]

