

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588863

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900539622		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacRyan Inc.		02/20/2020	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Sequoia Brands Inc		
Trading As:	Web Direct Brands Inc		
Street Address:	13100 State Rd. 54		
City:	Odessa		
State/Country:	FLORIDA		
Postal Code:	33556		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73253139	SQUEEZO	
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:	9146294926		
Email:	cfahan@myfairpoint.net		
Correspondent Name:	Craig Fahan		
Address Line 1:	244 Lewis Rd		
Address Line 4:	POULTNEY, VERMONT 05764		
NAME OF SUBMITTER:	Craig Fahan		
SIGNATURE:	/Craig Fahan/		
DATE SIGNED:	07/28/2020		
Total Attachments: 6			
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source=AP&SApg2#page1.tif			
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Asset Purchase & Sale Agreement

This Agreement (the "Agreement") is between MacRyan Inc. ("Seller") and Sequoia Brands, Inc. ("Purchaser") and is made and entered into as of the dates set forth below.

Now, Therefore:

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereto agree as follows:

Article I

Sale of Assets and Property

Section 1.1 Assets Included. The Seller hereby agrees to sell and the Purchaser hereby agrees to purchase, at the Closing specified in Article III, below, the assets listed below, free and clear of all liens for the amount of \$25,000.00 (said assets are valued by agreement of the parties).

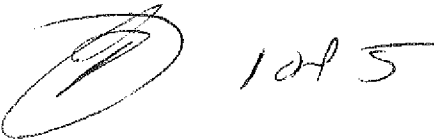
- a) Intellectual Property; Trademark registration, Barcode assignment (GS1 UPC codes), faceBook® Squeezeo® page.
- b) Original Garden-Way Squeezeo® engineering drawings.
- c) Production notes and files post Garden-Way.
- d) Customer List.
- e) Supplier List.
- f) Goodwill.
- g) Digital files for product packaging and instruction manuals.
- h) Product image files and historical information.
- i) Non-compete.
- j) All molds, dies, fixtures and forming tools as-is and where-is.
- k) Telephone consultation, circumstances permitting for one year from sale
- l) All obsolete, second hand Squeezeo parts in stock, old housings, ding & dent merchandise, etc.

Section 1.2 Assets Excluded

- a) Workshop tools (e.g. belt sanders, grinders, rivet machines, spot welders)

Section 1.3 Inventory. Seller's inventory as of the date of sale to be purchased for Seller's documented cost (invoice plus freight) due at closing.

Section 1.4 Purchase Price

A handwritten signature in black ink, followed by the number "1045" written in a similar style.

- a) \$25,000 – Assets listed in Section 1.1 above.
- b) \$30,000 – Physical Inventory (\$35,000 - \$5,000 discount)



2025

Article II

Warranties

Section 2.1 Warranties Purchaser acknowledges that dies, molds, forming tools, stamping tools and equipment used to produce the Squeezeo® food mill are old and may be near the end of their useful life. Seller has never seen the Squeezeo® housing molds and makes no warranties as to their condition or usability. **All physical tooling is sold as-is and where is.**

The Seller makes no warranty as to the viability of the production of the Squeezeo® food mill. Seller uses contract manufacturers for production of the various parts and these manufacturers can and do go out of business at any time without warning and/or otherwise may decline to produce parts.

Section 2.2 Verification of Title Purchasers shall have been assured by the Seller that the title to property or any other asset is free and clear of all liens and encumbrances at the time of closing. Seller shall transfer said property by a Bill of Sale.

Section 2.3 Representations and Warranties of Seller to be True. To the best of seller's knowledge, the representations and warranties of Seller contained in this agreement shall be true in all material respects on and as of the date of Closing with the same effect as though made at such time, and the Seller shall have performed all obligations and complied with all covenants and agreements required by this Agreement to be performed and complied with by the Seller prior to or on the Closing.

Article III

Closing

Section 3.1 Purchaser has wired funds to Seller's Attorney's bank account to be held in Escrow until closing.

Section 3.2 The Seller will complete and submit an inventory and valuation report. After review and adjustments (if any) to amounts in Escrow for the inventory, the Seller will palletize inventory for shipping to buyer. All freight costs to move inventory and assets (molds, tool, etc.) shall be borne by the Purchaser.

Section 3.3 The Seller will transfer to Purchaser those physical assets listed in Section 1.1 above. Purchaser will then direct Seller's Attorney to release Escrowed funds to Seller. Any credit to the Purchaser shall be returned from the Escrow funds and any balance due shall be transferred forthwith directly to the Seller

 3 of 5

Section 3.4 Closing Costs. Seller and Purchaser agree that they will bear their own Closing costs.

Article IV

Risk of Loss

Section 4.1 Sellers shall maintain existing insurance for all Assets covered in this Agreement in the event of their loss prior to Closing. If there is a loss prior to Closing, Purchaser shall have the option to receive insurance proceeds or cancel the Agreement.

Article V

Financing and Inspection and Duration of Offer

Section 5.1 Financing. Purchaser's obligations under this Agreement and not subject to a financing contingency.

Section 5.2 Duration of Offer. This offer is open for acceptance by Seller until withdrawn by Purchaser. Acceptance is Seller's execution of this Agreement.

Article VI


General

Section 6.1 Further Assurances. Seller certifies and represents that to the best of Seller's knowledge, the Squeezeo® food mill product is currently in compliance with any applicable government regulations and not subject to penalty or claim from any person or entity. The Seller certifies, warrants and represents that they are not involved in any litigation involving the Squeezeo® food mill product. Further, Seller certifies, warrants and represents that any payables regarding the Squeezeo® product that would potentially encumber the aforesaid assets or product shall be paid for by Sellers prior to closing.

Section 6.2 Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective legal representatives, successors and assigns.

Section 6.3 Governing Law. This Agreement shall be governed by the laws of the State of Vermont.

Section 6.4 Seller shall execute the attached Non-Competition Agreement in the favor of the Purchaser at Closing which is made a material part of this Agreement.

 4 of 5


Section 6.5 Entire Agreement, Amendment. This Agreement embodies the entire Agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understanding, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by written instrument executed by the party against whom such amendment, waiver or discharge is to be enforced.

Sections 6.6 Survival. The provisions of the Agreement shall survive the Closing.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date set forth above


Seller – MacRyan Inc.

Dated at Poultney VT this 20 day of Feb, 2020



Craig Fahan, President

Purchaser – Sequoia Brands, Inc.



Anthony Gaito, President

5 of 5

WARRANTY BILL OF SALE

KNOW BY ALL MEN THESE PRESENTS that MacRyan Inc., a Vermont Corporation with its principal place of business located in Poultney, Vermont, Grantor, in consideration of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid by Sequoia Brands, Inc. with its principal place of business located at Odessa Florida, Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, SELL, TRANSFER, and DELIVER unto said Grantee certain personal property described as follows:

The following assets used in connection with the Grantor's business:

- a) Intellectual Property; Squeezeo® Trademark registration, Barcode assignment (GSI UPC codes), faceBook® Squeezeo® page.
- b) Original Garden-Way Squeezeo® engineering drawings.
- c) Production notes and files post Garden-Way.
- d) Squeezeo Customer List.
- e) Squeezeo Supplier List.
- f) Goodwill.
- g) Digital files for product packaging and instruction manuals.
- h) Product image files and historical information.
- i) Non-compete agreement.
- j) All molds, dies, fixtures and forming tools as-is and where-is.

TO HAVE AND TO HOLD all and singular said personal property to Grantee and Grantee's executors, administrators, heirs and assigns to Grantee's own use and behoof forever. And Grantor hereby covenants with Grantee that Grantor is the lawful owner of said property; and it is free from all encumbrances, and that Grantor has good right to sell the same as aforesaid; and that Grantor will WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I hereunto set my hand this 20 day of Feb, 2020.

MacRyan Inc.

By: 

Its duly authorized agent