

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588497

<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>
Needzo.com Inc.		05/22/2020	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBC Group, Inc.		
<b>Street Address:</b>	5226 S 31st Place		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85040		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88890868	JEWELLED CROSS	
<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>Email:</b>	apopham@pophamlawgroup.com		
<b>Correspondent Name:</b>	Amy Popham		
<b>Address Line 1:</b>	12725 W Indian School Rd. E-101		
<b>Address Line 4:</b>	Avondale, ARIZONA 85392		
<b>NAME OF SUBMITTER:</b>	Amy J. Popham		
<b>SIGNATURE:</b>	/Amy J. Popham/		
<b>DATE SIGNED:</b>	07/25/2020		
<b>Total Attachments: 3</b>			
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# ASSET PURCHASE AGREEMENT

May 22, 2020

## PARTIES

Seller: Needzo.com Inc, an Ohio corporation –

Buyer: CBC Group, Inc., an Arizona corporation

## PRELIMINARY STATEMENT

- A. Seller owns and operates a business at 1512 Russell St, Covington, KY, 41011 which purchases, manufactures, and distributes a variety of products through digital marketplaces such as Amazon, eBay, and/or Walmart (the "Business").
- B. Seller desires to sell certain assets identified in this Agreement to Buyer, and Buyer wishes to buy such assets, all according to the terms and conditions set forth below.

## AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of May 22, 2020 by and among the Parties. Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties affirm and incorporate the Preliminary Statement into this Agreement, and further agree as follows:

### 1. Conveyance of Assets.

1.1 On or about the Closing Date, as defined in Section 4, upon Buyer's payment of the Purchase Price, as defined in Section 3, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interests in the following assets listed herein (collectively referred to as the "Purchased Assets"), unless expressly stated in Section 2 as Excluded Assets:

a. All inventory of the Jeweled Cross Company/Berkander (the "Brand") at Closing, including but not limited to the inventory listed and described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Inventory").

b. All molds and dies used for or in connection with the Brand at Closing, regardless of whether or not in the possession of Seller or its vendors/suppliers, including but not limited to those listed and described on Exhibit 2 attached hereto and incorporated herein by this reference.

c. All contracts, licenses and sublicenses, and agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, and sales orders and commitments as of the Closing Date pertaining to the Brand, including but not limited to the license agreements for Gifts of the Spirit and Holy Mass Crucifix.

d. All phone and fax numbers, web sites, URLs and social media accounts of Sellers and all related credentials for such used in connection with the Brand, including, but not limited to, the website www.jeweledcross.com, along with all website content, images, lists, codes.

e. All customer and vendor lists, files, databases, and related documentation

containing the names, billing and shipping addresses and email address(es), contact numbers or other pertinent information of all current customers and vendors for the Brand.

f. 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) used or held for use in the Brand (the "Trademarks") including, without limitation, the names "Jeweled Cross," "Berkander," and all right, title, and interest in and to all copyrights, and registrations and applications for such copyrights, 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) used for or associated with the Brand (the "Copyrights"), trade dress, logos, trade secrets, know-how (together with Trademarks and Copyrights, collectively referred to as the "Intellectual Property") together with any and all goodwill associated with such Trademarks and Copyrights. Without limiting the foregoing, the rights assigned hereunder include the pending United States trademark application for the "Jeweled Cross" mark, Serial Number 88890868.

g. All other assets, unless expressly stated in Section 2 as Excluded Assets, including, without limitation, all of the licenses, permits, certifications and authorizations relating to the Brand; all telephone and facsimile numbers used in or related to the Brand; all books and records pertaining or related to the operation of the Brand or maintenance of the Purchased Assets, provided that Seller may keep a copy for its tax records; all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to the Purchased Assets; production materials and processes, trade secrets, proprietary information, catalogs, product designs, styles, technologies, inventions, know-how, formulae, processes, databases, procedures, research records, test information, software and software documentation, source and object code, promotional and marketing materials, catalogs, sales materials, customer and dealer records, market surveys, marketing know-how, research and technical information, patents, all other assets and properties of every nature whatsoever, tangible and intangible, and wherever located, used or held for use in connection with the Brand, including all goodwill of the Brand, unless expressly excluded as defined in Section 2.

## **2. Excluded Assets and Liabilities.**

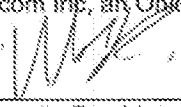
2.1 Notwithstanding the provisions of Section 1, it is agreed that certain assets shall be excluded from this transaction (the "Excluded Assets"), including:

- a. All cash, marketable securities, prepaid investments, deposit accounts, insurance and tax refunds, and life insurance policies.
- b. All of Seller's rights, claims, causes of action, rights of recovery, and rights of set-off against any person arising out of or relating to any litigation.
- c. All real property and interests in real property owned by Seller.
- d. All accounts receivables owned by Seller.
- e. Certain fixed assets, machinery and equipment owned by Seller not used for or in connection with the Brand.

In Witness Whereof, the parties have executed this Agreement as of May 22, 2020.

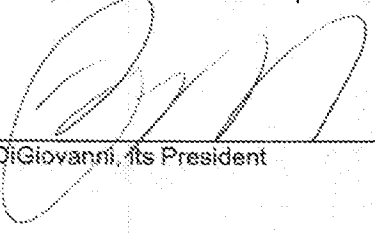
**Seller:**

Needzo.com Inc, an Ohio corporation

By:   
\_\_\_\_\_  
Wes Klopp, its President

**Buyer:**

CBC Group, Inc, an Arizona corporation

By:   
\_\_\_\_\_  
Paul DiGiovanni, its President