

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dan R Bradbary		12/22/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vault Rooms, Inc.		
Street Address:	309 W. 7th Street		
Internal Address:	Site 810		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4654558	GLOBAL DEAL MARKET	
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:	4045583262		
Email:	dan@bradbary.com		
Correspondent Name:	Danny Bradbary		
Address Line 1:	1 Harbourside Dr.		
Address Line 2:	3101		
Address Line 4:	Delray Beach, FLORIDA 33483		
NAME OF SUBMITTER:	Dan R. Bradbary		
SIGNATURE:	/Dan R Bradbary/		
DATE SIGNED:	08/24/2020		
Total Attachments: 12			
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TRADEMARK AND URL ASSET PURCHASE AGREEMENT ASSIGNMENT
As of December 22, 2015

WHEREAS, Dan R. Bradbary, a Florida resident, with an address of 635 Casa Loma Boulevard, Boynton Beach, FL 33435 (“Seller or Assignor”), is the owner of the trademark and the corresponding registration set forth below and as evidenced by the screenshots set forth in Exhibit A attached hereto (collectively, “Marks”) and filed with the United States Patent and Trademark Office (“Trademark Office”):

<u>MARKS</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Owner/Applicant</u>
Global Deal Market	86247816	4654558	Dan R. Bradbary

WHEREAS, Dan R. Bradbary, a Florida resident, with an address of 635 Casa Loma Boulevard, Boynton Beach, FL 33435 also is the owner of the website URL www.GlobalDealMarket.com.

WHEREAS, Vault Rooms, Inc., a Texas corporation with offices at 309 W. 7th Street, Suite 810, Fort Worth, TX 76102 (“Buyer or Assignee”), wishes to acquire Assignor’s interest in and to the Marks and URL listing.

NOW, THEREFORE, for good and valuable consideration Assignor:

HEREBY ASSIGNS, TRANSFERS AND SETS OVER unto to Assignee all of Assignor’s right, title and interest in, to and under the Marks, as well as all the goodwill relating to the business with which the Marks are associated, for the use and enjoyment of the Assignee and its successors and assigns forever;

HEREBY AUTHORIZES AND REQUESTS the Trademark Office to record the Assignee as the owner of the s and to grant any and all trademark registrations and renewals arising from the Marks to Assignee;

HEREBY FURTHER AGREES that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits reasonably required or useful to apply for, maintain, issue and enforce the Marks; and

PURCHASE PRICE. Buyer agrees to pay to Seller \$150,000.00 (the “Purchase Price”) for the "Global Deal Market" Trademark and www.GlobalDealMarket.com URL website address payable by delivery of Buyer’s promissory note in the form of Exhibit B (the “Purchase Money Note”).

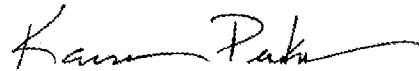
HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Marks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignee shall promptly record this Trademark Assignment with the Trademark Office, by electronic filing of a Recordation Form Cover Sheet along with a copy of this Trademark Assignment.

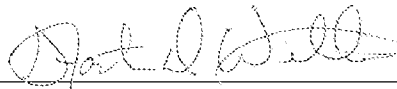
The Parties have executed this Agreement as of the date first above written.

BUYER:

Vault Rooms, Inc.



Karen Perkins
President and Shareholder



Stanton Williams
CEO and Shareholder

SELLER:

Dan R. Bradbary



Dan R. Bradbary

Exhibit A

TESS was last updated on: Tue Dec 22 01:21:46 EST 2015

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[Home](#) [Advanced Search](#) [Help](#) | Use the "Back" button of the Internet Browser to return to TESS.

Global Deal Market

Word Mark	GLOBAL DEAL MARKET
Goods and Services	IC 042, US 100, 101, G & S: Providing a web site featuring temporary use of non-downloadable software for uploading, transferring, downloading, storing, and sharing data, documents, files, information, text, photos, images, graphics, music, audio, video, and multimedia content with others via networks, mobile telephones, and other communications devices. FIRST USE: 20140402; FIRST USE IN COMMERCE: 20140402
Standard Characters Claimed	
Mark Drawing Code	(1) STANDARD CHARACTER MARK
Serial Number	63247818
Filing Date	April 9, 2014
Current Basis	1A
Original Filing Basis	1A
Date Presented to Current Registrar	October 14, 2014
Registration Number	4924558
Registration Date	December 9, 2014
Owner	(REGISTRANT) Den R. Bradley; INDIVIDUAL UNITED STATES; State 320419; 2536 Peachtree Rd Atlanta GEORGIA 30328
Type of Mark	SERVICE MARK
Registrar	SUPPLEMENTAL
Live/Dead Indicator	LIVE

Exhibit B - To Be Executed via Separate Transmittal

PURCHASE MONEY NOTE AND SECURITY AGREEMENT
("Note")

\$150,000.00

December 22, 2015

FOR VALUE RECEIVED, Vault Rooms, Inc., a Texas corporation ("Maker"), promises to pay to Danny Ray Bradbary Revocable Trust ("Holder"), in lawful money of the United States of America, the principal amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) together with interest on the unpaid principal balance of this Note at a rate equal to six percent (6%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days, commencing on March 1, 2016 of this Note.

This Note is issued by Maker pursuant to the terms and conditions of that certain Trademark and URL Asset Purchase Agreement ("Purchase Agreement") among Holder, Maker and others entered into as of December 22, 2015 ("Effective Date"), and is subject to the following terms and conditions:

Payments. Beginning on March 1, 2016 the principal and interest of this Note shall be due and payable in thirty six (36) equal monthly installments in the amount of four thousand five hundred sixty three and 29/100 Dollars (\$4,563.29) each, payable on the first (1st) day of March, 2016, and upon the first (1st) day of each successive month thereafter, with any remaining unpaid principal and interest being due on April 1, 2019.

Events of Default. Each of the following shall constitute an "Event of Default" under this Note:

Failure to Pay. Maker fails to pay any principal or interest payment under this Note on the date due and such payment has not have been made within five (5) Business Days after Maker's receipt of written notice from or on behalf of Holder of such failure to pay. The term "Business Day" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Texas are authorized or required by law or other government action to close;

Voluntary Bankruptcy or Insolvency Proceedings. Maker (i) applies for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay its debts generally as they mature, (iii) makes a general assignment for the benefit of its or any of its creditors, (iv) is dissolved or liquidated, (v) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) takes any action for the purpose of effecting any of the foregoing; or

Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Maker, or of all or a substantial part of the property of Maker, or an involuntary case or other proceedings seeking liquidation, reorganization or other

relief with respect to Maker, or the debts of Maker under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered, and such proceeding is not dismissed or discharged within ninety (90) days of commencement.

Rights of Holder upon Default.

Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may, by written notice to Maker, declare all principal and accrued interest to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence and during the continuance of any Event of Default, Holder may exercise the rights set forth below and/or any other right power or remedy granted to it or permitted to it by law, either by suit in equity or by action at law, or both, against Maker and/or Guarantor.

Security Interest. Maker's debt to Holder hereunder is secured. To protect Holder if Maker fails to repay Maker's debt hereunder, Maker gives and grants Holder a security interest in, and irrevocably assigns to Holder all assets transferred to Maker by the Asset Purchase Agreement between Maker and Holder of even date herewith.

These Assets in which Maker grants Holder a security interest or lien is sometimes hereinafter called "collateral." Any additions, substitutions, accessions, replacements, income, and proceeds (including insurance proceeds and rebates) arising out of or relating to the collateral are also part of the collateral, whether Maker now owns these or acquires them in the future.

Protecting the Collateral. Maker agrees to do all that is necessary to protect Holder's interest in the collateral. Maker promises not to do anything that will create any claim against it other than Holder's, except for any purchase money loans from Maker's lender related to the Asset Purchase Agreement between Maker and Holder of even date herewith. Maker promises not to pledge, lease, encumber, dispose of, grant any other security interest in, or in any way allow any interest in the collateral adverse to Holder's to arise or be brought against the collateral hereafter. Maker will take any and all actions necessary to have removed immediately any liens, pledges, charges, claims, security interests or other restrictions upon the collateral, other than Holder's and Maker's lender related to the Asset Purchase Agreement between Maker and Holder of even date herewith, which may arise. Maker will not sell, lease, lend or give the collateral to anyone else without Holder's advance written permission. In the event that Maker sells the collateral as part of a future sale of the business, any remaining balance on this Note shall be fully paid out of the proceeds of such sale, on or before the closing date of that transaction.

Claims against the Collateral. Maker will pay any taxes or claims that become due on the collateral. If Maker fails to do so, Holder can pay the taxes and claims. Holder will be the sole judge of their amount and validity. Maker will reimburse Holder for any amounts Holder pays on taxes and claims against the collateral.

Foreclosure of Security Interest. At any time after Holder has accelerated, or has the right to accelerate, the net unpaid balance of Maker's indebtedness hereunder, Holder can sell the collateral, subject only to any claim or lien of Maker's lender related to the Asset Purchase Agreement between Maker and Holder of even date herewith. Maker agrees that this is

reasonable notice.

Assumptions. Maker will not sell, lease, or sublease, or assign or otherwise transfer the collateral or any part of it to anyone without Holder's prior written consent.

Collection Cost. If Holder is forced to take action to collect the debt owing under this Note, Maker agrees to pay Holder the following: court costs; reasonable attorneys' fees; the reasonable costs actually expended for repossessing, storing, preparing for sale, or selling any collateral; transfer fees; and lawful fees for filing, recording or releasing in any public office any collateral.

Miscellaneous.

Successors and Assigns. The rights and obligations of Maker and Holder shall be binding upon and benefit the successors, assigns, legatees, heirs, administrators and transferees of the parties. This Note may be assigned by Holder.

Waiver and Amendment. Any provision of this Note may be amended or modified only upon the written consent of Maker and Holder. Any waiver of any provision of this Note must be evidenced by a written waiver signed by the person against whom such waiver is sought to be enforced.

Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to Maker and Holder at the following addresses:

If to Maker:

Vault Rooms, Inc.
Attention: Karen Perkins and/or Stanton Williams
309 W. 7th Street, Suite 810
Fort Worth, TX 76102

If to Holder:

Danny Ray Bradbary Revocable Trust
Attention: Dan Bradbary
635 Casa Loma Blvd.
Boynton Beach, FL 33435

Any such notice or other communication will be deemed effectively given the earlier of (i) when received, or (ii) one Business Day after being deposited with Federal Express or UPS for overnight delivery. Any party may provide a substituted address for notices under this Section 4(c) by delivery of written notice of such new address in accordance with this Section 4(c).

Payment. All payments of any amounts due under this Note shall be made in lawful tender of the United States.

Usury. In the event any interest is paid or payable on this Note and is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall automatically be deemed a payment of principal and applied against the outstanding principal of this Note.

Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

Governing Law. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions of the State of Texas. Venue shall be in Tarrant County, Texas.

Maker has caused this Note to be executed, delivered and issued as of the date first written above.

Vault Rooms, Inc.

Karen Perkins
President and Shareholder

Stanton Williams
CEO and Shareholder

GUARANTY OF NOTE

Stanton Williams is hereby personally and individually made a party to the above Note, in the capacity of guarantor, as evidenced by his signature below (“Guarantor”). Guarantor shall fulfill Maker’s obligations set forth herein in the event Maker fails to do so. Specifically, Guarantor unconditionally guarantees to Holder the full and prompt payment by Maker of the payments set forth in Section 1 above. This guaranty is one of payment and performance, not of collection. Guarantor waives demand for or notice of default of the Maker’s payment or any obligation, duty, or necessity for Holder to proceed first against Maker. In the event of Maker’s default Holder may proceed solely against either Guarantor or Maker or jointly. Guarantor further agrees that this personal guaranty agreement is entered into and performable in Tarrant County, Texas and that venue for any and all legal proceedings regarding this personal guaranty agreement shall be Tarrant County, Texas. Guarantor further agrees to pay all costs of collection, including court costs and reasonable and necessary attorney’s fees, incurred by Holder under this personal guaranty agreement.

GUARANTOR

Stanton Williams, Individually

Karen Perkins is hereby personally and individually made a party to the above Note, in the capacity of guarantor, as evidenced by his signature below (“Guarantor”). Guarantor shall fulfill Maker’s obligations set forth herein in the event Maker fails to do so. Specifically, Guarantor unconditionally guarantees to Holder the full and prompt payment by Maker of the payments set forth in Section 1 above. This guaranty is one of payment and performance, not of collection. Guarantor waives demand for or notice of default of the Maker’s payment or any obligation, duty, or necessity for Holder to proceed first against Maker. In the event of Maker’s default Holder may proceed solely against either Guarantor or Maker or jointly. Guarantor further agrees that this personal guaranty agreement is entered into and performable in Tarrant County, Texas and that venue for any and all legal proceedings regarding this personal guaranty agreement shall be Tarrant County, Texas. Guarantor further agrees to pay all costs of collection, including court costs and reasonable and necessary attorney’s fees, incurred by Holder under this personal guaranty agreement.

GUARANTOR

Karen Perkins, Individually

AMORTIZATION SCHEDULE

APPLY EXTRA PAYMENTS

01 Feb, 2019

PAY-OFF
DATE

DATE	PAYMENT	PRINCIPAL	INTEREST	TOTAL INTEREST	BALANCE
Mar. 2016	\$4,563.29	\$3,813.29	\$750.00	\$750.00	\$146,166.71
April 2016	\$4,563.29	\$3,832.36	\$730.93	\$1,480.93	\$142,354.35
May 2016	\$4,563.29	\$3,851.52	\$711.77	\$2,192.71	\$138,502.83
June 2016	\$4,563.29	\$3,870.78	\$692.51	\$2,885.22	\$134,632.06
July 2016	\$4,563.29	\$3,890.13	\$673.16	\$3,558.38	\$130,741.93
Aug. 2016	\$4,563.29	\$3,909.58	\$653.71	\$4,212.09	\$126,832.35
Sept. 2016	\$4,563.29	\$3,929.13	\$634.16	\$4,846.25	\$122,903.22
Oct. 2016	\$4,563.29	\$3,948.77	\$614.52	\$5,460.77	\$118,954.44
Nov. 2016	\$4,563.29	\$3,968.52	\$594.77	\$6,055.54	\$114,985.92
Dec. 2016	\$4,563.29	\$3,988.36	\$574.93	\$6,630.47	\$110,997.56
Jan. 2017	\$4,563.29	\$4,008.30	\$554.99	\$7,185.46	\$106,989.26
Feb. 2017	\$4,563.29	\$4,028.34	\$534.95	\$7,720.40	\$102,960.92
Mar. 2017	\$4,563.29	\$4,048.49	\$514.80	\$8,235.21	\$98,912.43
April 2017	\$4,563.29	\$4,068.73	\$494.56	\$8,729.77	\$94,843.70
May 2017	\$4,563.29	\$4,089.07	\$474.22	\$9,203.99	\$90,754.63
June 2017	\$4,563.29	\$4,109.52	\$453.77	\$9,657.76	\$86,645.11
July 2017	\$4,563.29	\$4,130.07	\$433.23	\$10,090.99	\$82,516.05
Aug. 2017	\$4,563.29	\$4,150.72	\$412.58	\$10,503.56	\$78,366.33
Sept. 2017	\$4,563.29	\$4,171.47	\$391.82	\$10,895.38	\$74,192.86

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Aug. 2017	\$4,563.29	\$4,150.72	\$412.58	\$10,503.56	\$78,364.33
Sept. 2017	\$4,563.29	\$4,171.47	\$391.82	\$10,895.38	\$74,192.86
Oct. 2017	\$4,563.29	\$4,192.33	\$370.96	\$11,266.35	\$70,000.54
Nov. 2017	\$4,563.29	\$4,213.29	\$350.00	\$11,616.35	\$65,787.25
Dec. 2017	\$4,563.29	\$4,234.35	\$328.94	\$11,945.29	\$61,552.89
Jan. 2018	\$4,563.29	\$4,255.53	\$307.76	\$12,253.05	\$57,297.37
Feb. 2018	\$4,563.29	\$4,276.80	\$286.49	\$12,539.54	\$53,020.56
Mar. 2018	\$4,563.29	\$4,298.19	\$265.10	\$12,804.64	\$48,722.38
April 2018	\$4,563.29	\$4,319.68	\$243.61	\$13,049.25	\$44,402.70
May 2018	\$4,563.29	\$4,341.28	\$222.01	\$13,270.27	\$40,061.42
June 2018	\$4,563.29	\$4,362.98	\$200.31	\$13,470.57	\$35,698.44
July 2018	\$4,563.29	\$4,384.80	\$178.49	\$13,649.07	\$31,313.64
Aug. 2018	\$4,563.29	\$4,406.72	\$156.57	\$13,805.63	\$26,906.92
Sept. 2018	\$4,563.29	\$4,428.76	\$134.53	\$13,940.17	\$22,478.18
Oct. 2018	\$4,563.29	\$4,450.90	\$112.39	\$14,052.56	\$18,027.26
Nov. 2018	\$4,563.29	\$4,473.15	\$90.14	\$14,142.70	\$13,554.11
Dec. 2018	\$4,563.29	\$4,495.52	\$67.77	\$14,210.47	\$9,058.59

Jan 2019	\$4,563.29	\$4,518.00	\$45.29	\$14,255.76	\$4,540.59
Feb 2019	\$4,563.29	\$4,540.59	\$22.70	\$14,278.46	80.00