

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stefan Bender		11/19/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	9830 Macarthur, LLC		
Doing Business As:	Smash Commerce		
Street Address:	30 N. Gould St. Suite R		
City:	Sheridan		
State/Country:	WYOMING		
Postal Code:	82801		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5289780	MUELLER AUSTRIA	
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>			
Email:	sseck@seckassociates.com		
Correspondent Name:	Sheila Seck		
Address Line 1:	7285 West 132nd Street, Suite 240		
Address Line 4:	Overland Park, KANSAS 66213		
NAME OF SUBMITTER:	Sheila Seck		
SIGNATURE:	/Sheila Seck/		
DATE SIGNED:	11/25/2020		
Total Attachments: 6			
source=SIGNED Trademark Acquisition Agreement#page1.tif			
source=SIGNED Trademark Acquisition Agreement#page2.tif			
source=SIGNED Trademark Acquisition Agreement#page3.tif			
source=SIGNED Trademark Acquisition Agreement#page4.tif			
source=SIGNED Trademark Acquisition Agreement#page5.tif			
source=SIGNED Trademark Acquisition Agreement#page6.tif			

OP \$40.00 5289780

TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("**Agreement**"), dated as of 11/19/2020 ("**Effective Date**"), is made by and between Stefan Bender, a German individual ("**Seller**"), and 9830 Macarthur, LLC d/b/a Smash Commerce, a Wyoming limited liability company ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Trademarks. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby: (a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("**Trademarks**") listed on Schedule 1 and all registrations, applications for registration, renewals, and common law rights of such Trademarks (collectively, "**Acquired Marks**"); (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing; (c) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and (d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. No Liabilities. Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**").

3. Purchase Price. The aggregate purchase price for the Acquired Rights shall be [One hundred] US Dollars (US\$[100]) (the "**Purchase Price**"). Buyer shall pay the Purchase Price within [30] days following the parties' full execution of this Agreement. Payment shall be made in US dollars by wire transfer to the following account: [IBAN:HR6123800063240134007, BIC: ISKBHR2X].

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following: (a) an assignment in the form of Exhibit 0 (the "**Assignment**") and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer; (b) copies of all consents, permissions, and agreements related to the Acquired Rights.

5. Further Assurances. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 6 are true and correct as of the date hereof.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational

action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Acquired Marks. All required filings and fees related to the trademark registrations and applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing.

(e) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary. No event or circumstance has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Acquired Mark.

(f) Non-Infringement. To Seller's knowledge, the registration, ownership, and exercise of the Acquired Rights did not, do not, and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To Seller's knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Acquired Rights.

(g) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or threatened: (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller or any third party alleging any infringement or other violation by any third party of any Acquired Rights.

7. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

8. Equitable Remedies. Seller acknowledges that (a) a breach or threatened breach by Seller of any of its obligations under this Agreement would give rise to irreparable harm to Buyer for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Seller of any such obligations occurs, the other party will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

9. Confidentiality. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the terms of this Agreement. Seller agrees: (i) not to use any information that is of a sensitive, proprietary, or confidential nature, whether written or oral, concerning the Acquired Rights or Buyer's use thereof in the conduct of its business, or otherwise concerning the business of Buyer and its affiliates, other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (ii) not to use any such information, directly or indirectly, in any manner to the detriment of Buyer or to obtain any competitive advantage relative to Buyer; (iii) to maintain such information in strict confidence, and not to use or disclose such information without Buyer's prior written consent. If either party is compelled to disclose any information with respect to the terms of this Agreement, or Seller is compelled to disclose any information that is of a sensitive, proprietary, or confidential nature concerning the Acquired Rights or otherwise concerning the business of Buyer and its affiliates, by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, and the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wyoming without

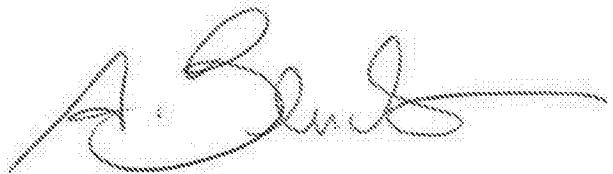
giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Wyoming, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(c) Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

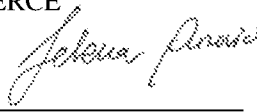
STEFAN BENDER



By: _____

Name: Stefan Bender

9830 MACARTHUR, LLC D/B/A SMASH
COMMERCE



By: _____

Name: Jelena Puzovic

Title: Managing Member

EXHIBIT A

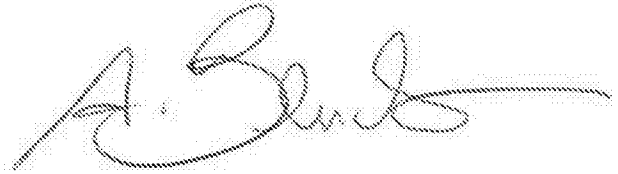
ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stefan Bender, a German individual located at Weiherstrasse 2 Tanusstein FED REP Germany 65232 ("**Seller**"), hereby sells, assigns, transfers, and conveys to 9830 Macarthur, LLC d/b/a Smash Commerce, a Wyoming limited liability company, located at 30 N. Gould St., Suite R, Sheridan, Wyoming 82801 ("**Buyer**"), pursuant to the Trademark Acquisition Agreement dated as of 11/19/2020, by and between Seller and Buyer, all right, title, and interest in and to the trademark set forth on Schedule 1 attached hereto together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Trademarks upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed on this 11/19/2020.

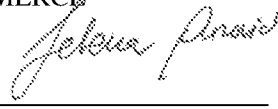
STEFAN BENDER



By: _____

Name: Stefan Bender

9830 MACARTHUR, LLC D/B/A SMASH
COMMERCE

By:  _____

Name: Jelena Puzovic

Title: Managing Member

SCHEDULE 1
ACQUIRED MARKS

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods/Services
MUELLER AUSTRIA	United States	5289780	September 19, 2017	Hand tools, namely, mandoline slicers, spiral slicers, vegetable choppers, manual juicers