

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDG, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trodat USA, Inc.		
Street Address:	48 Heller Park Lane		
City:	Somerset		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0597299	PERMA STAMP	
Registration Number:	1292831	STAMP-EVER	
Registration Number:	2041582	U.S. STAMP & SIGN	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy., Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	05/03/2021		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of December 31, 2020, by and between TRODAT USA, INC., a Delaware corporation ("Buyer"), and Identity Group Holdings Corp., a Delaware corporation ("IGHC"), Identity Group Inc., a Delaware corporation ("IG"), Identity Group Holdings, LLC, a Delaware limited liability company ("IGH"), and IDG, LLC, a Delaware limited liability company ("IDG") (IGH, IGHC, IG, and IDG collectively are referred to as the "Sellers").

RECITALS

A. Sellers are engaged in a variety of different business segments, including the business of developing, manufacturing and selling stock and custom stamps (the stamp business is referred to as the "Business").

B. Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, certain of the assets of Sellers primarily relating to the Business, as such assets are more particularly described in Section 2 below.

AGREEMENTS

In consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the parties agree as follows.

1. Certain Definitions.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Affiliates" means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Ancillary Documents" means the Bill of Sale, the Assignment and Assumption Agreement, the Transition Services Agreement, and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at Closing.

"Closing" or "Closing Date" has the meaning set forth in Section 6. "Code" means the Internal Revenue Code of 1986, as amended.

"Environmental Claim" means any Action, governmental order, Lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of

radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, divisions, continuations-in-part, revisions, extensions, and reexaminations thereof; (ii) all trademarks (whether registered or unregistered), service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, other source identifiers, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all mask works and all applications, registrations, and renewals in connection therewith; (v) all trade secrets and confidential, technical, and business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer, distributor and supplier lists, pricing and cost information, and business and marketing plans and proposals); (vi) all computer software (including source code, executable code, data, databases, and related documentation); (vii) all advertising and promotional materials; (viii) all other proprietary rights; and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

"Knowledge of Sellers" (or similar formulations) means the actual knowledge of Sam Richardson, Chief Executive Officer of IDG, or Robert Tate, Chief Financial Officer of IDG.

"Law" means any constitution, statute, law, code, ordinance, rule, regulation, judgment, injunction, order, decree, writ or ruling of any Government Authority.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" means any mortgage, pledge, lien, encumbrance, charge, security interest, license, option, pledge, right of way, easement, encroachment, servitude, right of first offer or first refusal, community or other marital property interest, equitable interest, buy/sell agreement or any restriction or covenant with respect to voting (in the case of any security or equity interest) or transfer.

"Losses" means all Actions, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, Liens, losses, expenses, and fees (including interest, penalties, costs of preparation and investigation, court costs and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors).

"Non-Assignable Contract" means agreements between IDG, IG, IGHC, IGH, or one of their affiliates, on the one hand, and a vendor or customer of the Business, on the other hand, which also relates to the Retained Business. The Non-Assignable Contracts include, without limitation, the following: (a) Agreement between IGH and CA Fortune Sales & Marketing, LLC dated

"Transition Services Agreement" means that Transition Services Agreement between Buyer and Sellers dated as of the date hereof.

2. Transfer of Assets. Subject to the terms and conditions of this Agreement, Sellers sell and deliver to Buyer, and Buyer purchases from Sellers, as of the Closing Date, the following assets (such assets, the "Purchased Assets"):

2.01. Intangible Assets. All rights, title and interest in and to the customer data base listed on Schedule 2.01, all goodwill, patents, licenses, trade names, assumed names, trade dress, business identifiers, trademarks, service marks, copyrights, applications and registrations for the foregoing, trade secrets, confidential information, processes, systems, techniques, know-how, causes of action (including all claims for infringement), uniform resource locators, social media accounts and sites, all other rights and claims related to intangible assets, and all other intangible assets and other Intellectual Property, in each case which are owned and utilized primarily in connection with the Business (the "Intangible Assets") which are listed in Schedule 2.01.

2.02. Contracts. All rights, title and interest in and to the contracts, agreements and commitments that are listed in Schedule 2.02 (the "Assumed Contracts") and the Passed-Through Rights (defined below) under the Non-Assignable Contracts.

2.03. Personal Property. The injection molding tooling, computer hardware (including the internal systems and software contained thereon) and other personal property listed on Schedule 2.03.

2.04. Inventory. All inventory, including all finished goods inventory, work-in-process, raw materials and supplies (and other consumable items) of custom self-inking stamp products of the Business and owned by IDG, wherever located, including such items described in Schedule 2.04 (the "Inventory").

2.05. Licenses and Permits. All licenses, approvals, permits and authorizations issued by any Government Authority (and any applications for the foregoing) related primarily to the operation of the Business, including all such items listed in Schedule 2.05.

2.06. Records and Documents. All rights, title and interest in and to all records, books, vendor, dealer, distributor and customer lists, sales and marketing information, work orders, credit information and correspondence, operating data, drawings, blueprints, financial information all other records and documents, in each case to the extent related primarily to the ownership and operation of the Purchased Assets.

The parties acknowledge that certain of the Purchased Assets are not assignable, including the Assumed Contracts. In those cases where any of the Purchased Assets are not by their terms assignable or which require the consent of a third party in connection with the Transactions, Sellers shall use its commercially reasonable efforts, and Buyer shall cooperate in all reasonable respects with Sellers, to obtain all consents and waivers and to resolve all impracticalities of assignments and transfers necessary to convey such Purchased Assets to Buyer. If any actual or attempted assignment or transfer of the Purchased Assets, without the consent of any party other than Sellers, would constitute a breach by Sellers or would otherwise not be permitted under applicable Law

any rights under or with respect to any Intellectual Property and Sellers have not abandoned, allowed a lapse of or failed to maintain in full force and effect any Intellectual Property registration, or failed to take or maintain reasonable measures to protect the confidentiality or value of any trade secrets included in the Intellectual Property assets;

(o) Sellers have not experienced any damage, destruction, or loss (whether or not covered by insurance) to its property;

(p) Sellers have not implemented any employee layoffs that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state, local, or non-U.S. Law;

(q) there has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the ordinary course of business consistent with past practices;

(r) Sellers have not made any loans or advances of money to any Person; and

(s) There has been no agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing.

7.06. Legal Compliance and Permits. Sellers have complied within the past seven (7) years and is complying with all Laws applicable to the Business as currently conducted or the ownership and use of the Purchased Assets and no Action has been filed or commenced against Sellers with respect to the Business. All Permits required for Sellers to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Sellers and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 7.06 lists all current Permits issued to Sellers which are related to the use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth Schedule 7.06.

7.07. Tax Matters. Sellers have timely filed all Tax Returns that it was required to file with respect to the Business. All such Tax Returns were correct and complete in all respects and were prepared in substantial compliance with all applicable Laws. All Taxes owed by Sellers (whether or not shown or required to be shown on any Tax Return) with respect to the Business have been paid. With respect to the Business, no claim has ever been made by an authority in a jurisdiction where a Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction.

7.08. Intellectual Property.

(a) IDG owns, or possesses or has the right to access and use pursuant to a valid and enforceable written license, sublicense, agreement, covenant not to sue, or other permission, all Intellectual Property necessary for the operation of the Business as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned, accessed, or used by IDG immediately prior to the Closing primarily in connection with the

Business will be owned or available for access and use by Buyer on identical terms and conditions immediately subsequent to the Closing hereunder.

(b) To the Knowledge of Sellers, the Business has not interfered with, infringed upon, diluted, misappropriated, or otherwise come into conflict with, any Intellectual Property rights of third parties; there are no facts indicating a likelihood of the foregoing; and, to the Knowledge of Sellers, Sellers have never received, with respect to the Business, any charge, complaint, claim, demand, or notice alleging any such interference, infringement, dilution, misappropriation, or conflict (including any claim that Seller must license or refrain from accessing or using any Intellectual Property rights of any third party). To the Knowledge of Sellers, no third party has interfered with, infringed upon, diluted, misappropriated, or otherwise come into conflict with, any Intellectual Property rights of Sellers with respect to the Business.

(c) Schedule 7.08(c) identifies each patent or registration that has been issued to IDG with respect to any of its Intellectual Property included in the Purchased Assets, identifies each pending patent application or application for registration that IDG has made with respect to any of its Intellectual Property included in the Purchased Assets, and identifies each license, sublicense, agreement, covenant not to sue, or other permission that IDG has granted to any third party with respect to any of its Intellectual Property included in the Purchased Assets (together with any exceptions). Schedule 7.08(c) also identifies each unregistered trademark, service mark, logo, slogan, trade name, corporate name, Internet domain name, or other source identifier, computer software item (other than commercially available, un-customized off-the-shelf software purchased or licensed for less than a total cost of \$10,000 in the aggregate) and each material unregistered copyright used by Sellers included in the Purchased Assets. With respect to each item of Intellectual Property required to be identified in Schedule 7.08(c):

(i) IDG owns and possesses all right, title, and interest in and to the item, free and clear of any Lien, license, or other restriction or limitation regarding access, use, or disclosure, and

(ii) no loss or expiration of the item is threatened, pending, or reasonably foreseeable, except for patents expiring at the end of their statutory terms (and not as a result of any act or omission by IDG, including a failure by IDG to pay any required maintenance fees).

(d) Schedule 7.08(d) identifies each item of Intellectual Property that any third party owns and that Sellers access or use, included in the Purchased Assets, pursuant to license, sublicense, agreement, covenant not to sue, or other permission. With respect to each item of Intellectual Property required to be identified in Schedule 7.08(d):

(i) the license, sublicense, agreement, covenant not to sue, or other permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(ii) the license, sublicense, agreement, covenant not to sue, or other permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following consummation of the Transactions; and

(iii) no party to the license, sublicense, agreement, covenant not to sue,

or other permission is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder.

7.09. Assets and Inventory. Sellers own good and marketable title to all of the Purchased Assets, free and clear of any Liens or restriction on transfer (other than Liens for personal property taxes not yet due and payable). The assets of Sellers included among the Purchased Assets are adequate, in quality and quantity, for the operation of the Business as currently conducted. With the Transition Services Agreement, the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted. All inventory, finished goods, raw materials, work in progress, packaging, suppliers, parts and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business as customarily conducted by the Sellers.

7.10. Assumed Contracts. Each Assumed Contract is valid and binding on the Seller that is a party thereto in accordance with its terms and is in full force and effect. Neither Sellers nor, to the Knowledge of Sellers, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assumed Contract. No event or circumstance has occurred that would constitute an event of default under any Assumed Contract or result in a termination thereof. Complete and correct copies of each Assumed Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been provided to Buyer. There are no disputes pending or, to the Knowledge of Sellers, threatened under any Assumed Contract.

7.11. Litigation. Schedule 7.11 sets forth each instance in which Sellers, with respect to the Business and the Purchased Assets: (a) is subject to any outstanding injunction, judgment, order, decree, ruling or charge or (b) is or was a party or, to the Knowledge of Sellers, is or was threatened to be made a party to any Action in the past seven (7) years. There have been no product liability, malpractice or errors or omissions Actions relating to products sold or licensed, or services rendered, by the Business or the Sellers.


7.12. Product Warranty. All products manufactured, sold, leased, or delivered by the Business, including, specifically any and all gel ink products, have been in conformity with all applicable Laws, all applicable contractual commitments, and all express and implied warranties. To the Knowledge of Sellers, no Seller has any current or anticipated Liability for any actual or threatened violation of any Laws, contractual commitments, or any express warranties. To the Knowledge of Sellers, no Seller has any current or anticipated Liability for replacement or repair thereof or other damages in connection therewith. Schedule 7.12 includes copies of the standard contractual terms and conditions of Sellers for the Business (containing applicable guaranty, warranty, and indemnity provisions).

7.13. Product Liability. Sellers have no Liability (and there is no basis for any present or future Action against Sellers giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by the Business, including, specifically any and all gel ink products.

The parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

TRODAT USA, INC.

BY  _____

Paul DeMartini, President and
Chief Executive Officer

SELLERS:

IDG, LLC

BY _____

Robert Tate, Chief Financial Officer

IDENTITY GROUP HOLDINGS CORP.

By _____

Robert Tate, Chief Financial Officer

IDENTITY GROUP INC.

By _____

Robert Tate, Chief Financial Officer

IDENTITY GROUP HOLDINGS, LLC

By _____

Robert Tate, Chief Financial Officer

The parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:


TRODAT USA, INC.

BY _____

Paul DeMartini, President and
Chief Executive Officer

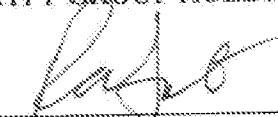
SELLERS:

IDG, LLC

BY  _____

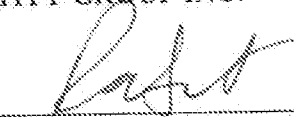
Robert Tate, Chief Financial Officer

IDENTITY GROUP HOLDINGS CORP.

By  _____

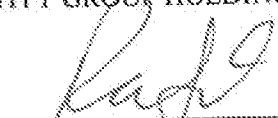
Robert Tate, Chief Financial Officer

IDENTITY GROUP INC.

By  _____

Robert Tate, Chief Financial Officer

IDENTITY GROUP HOLDINGS, LLC

By  _____

Robert Tate, Chief Financial Officer

Schedule 7.08(c)

Patents and Registrations


PATENTS

<u>Patent Description</u>	<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method of Manufacturing Pre-inked Thermoplastic Medium	IDG, LLC	6180036	01/30/2001
Hand Stamp with Housing Having Arcuate Slot and Stamp Carrier Movable Within Slot	IDG, LLC	7296515	11/20/2007
Stamp	IDG, LLC	D544523	06/12/2007

COPYRIGHTS

<u>Title</u>	<u>Owner</u>	<u>Registration Number & Date</u>
SP system: hand stamp processing manual	IDG, LLC	TX0001634091 08/06/1985
When it's worth repeating, say it with an Echo.	IDG, LLC.	TX0001618730 07/22/1985

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Owner</u>	<u>U.S. Serial / Registration No.</u>	<u>Date Registered</u>
U.S. STAMP & SIGN	IDG, LLC	2,041,582	03/04/1997
STAMP-EVER	IDG, LLC	1,292,831	09/04/1984
	IDG, LLC	0,597,299	10/26/1954

<u>Trademark Description</u>	<u>Country</u>	<u>Serial / Registration No.</u>	<u>Date Registered</u>
CLIK! (STYLIZED)	CANADA	TMA735042	02/24/2009
PERMA-VIP	GERMANY	1041633	12/06/1982

Domain Names

BADSTAMP.COM

BADSTAMPS.COM

CLIKSTAMP.COM

SCHOOLSPIRITSTAMP.COM

SCHOOLSPIRITSTAMPS.COM

STAMP-EVER.COM

STAMPEVER.COM

USSTAMP.BIZ