

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658142

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900622529		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luxnow, LLC		05/17/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Luxnow Inc.		
<b>Street Address:</b>	651 North Broad Street, Suite 206		
<b>City:</b>	Middletown		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19709		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88630584	LUXNOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<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>Phone:</b>	9086545000		
<b>Email:</b>	assignment@lernerdavid.com, trademarkadmin@lernerdavid.com		
<b>Correspondent Name:</b>	Bruce H. Sales		
<b>Address Line 1:</b>	20 Commerce Drive		
<b>Address Line 4:</b>	Cranford, NEW JERSEY 07016		
<b>ATTORNEY DOCKET NUMBER:</b>	LNWINC.3		
<b>NAME OF SUBMITTER:</b>	Dorothy L. Barone		
<b>SIGNATURE:</b>	/Dorothy L. Barone/		
<b>DATE SIGNED:</b>	07/06/2021		
<b>Total Attachments: 8</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "APA") dated as of Nov 17, 2021 (the "Agreement Date"), is by and among LUXNOW, LLC a Florida Limited Liability Company ("Seller"), and LUXNOW INC., a Delaware coporation (the "Buyer"). Terms used in this APA shall have the definitions set-forth throughout. Hereinafter, Seller and Buyer may individually be referred to as a "Party" and they may be collectively referred to as the "Parties."

REDACTED

### ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Assets to be Sold. On the terms and subject to the conditions set forth in this APA, at the Closing (as defined below), the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and accept the assignment and delivery of, the Seller's right, title and interest in and to the assets, properties, rights and business of the Seller used in, useful for or otherwise related to the Business including all assets set forth on Schedule 1.1 (hereinafter, all of such assets, properties, rights and business being referred to as the "Purchased Assets"), free and clear of all Liens (as defined below).

REDACTED

ARTICLE 3  
CONSIDERATION AND PAYMENT; CLOSING

3.1 Payment For Assets.

(a) As consideration for the Purchased Assets, the Buyer shall pay Seller and/or its successors and assigns, the sum of \$10.00 the "Purchase Price"), which shall paid and delivered at closing.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



[signatures to Asset Purchase Agreement between  
Luxnow Inc. and LUXNOW LLC]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this APA as  
of the date first above written.

**BUYER**

**LUXNOW INC.**

By:   
Name: Matt Sweetwood  
Title: CEO

**SELLER:**

**LUXNOW, LLC**

By:   
Name: Gary Marotta  
Title: CEO

REDACTED

**SCHEDULE 1.1(A) – PURCHASED ASSETS**

REDACTED

5. Trademark, copyright, and other intellectual property rights owned by Seller, including but not limited to software, databases, AWS Accounts, trade names, client and vendor lists and APP. Buyer understands and agrees that the trademark has not been finalized and currently there has been no formal trademark or copyright approvals. Under no terms shall Buyer seek any claims against Seller should the Buyer be unable to ultimately obtain trademark or copyright approvals.

REDACTED