

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Disasterpreparer LLC		08/06/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Faraday Defense Corporation		
Street Address:	8888 Mountain Pine Lane		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49009		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90390960	T.R.A.P.	
Serial Number:	88162993	EMPSTORM	
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:	7573320829		
Email:	arthur@disasterpreparer.com, j0devri1@protonmail.com		
Correspondent Name:	Arthur T Bradley		
Address Line 1:	112 Zanca Turn		
Address Line 4:	Yorktown, VIRGINIA 23693		
NAME OF SUBMITTER:	Arthur T. Bradley		
SIGNATURE:	/Arthur T Bradley/		
DATE SIGNED:	08/06/2021		
Total Attachments: 16			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made on July 26, 2021, by and between DISASTERPREPARER LLC, EIN 83-2284484, a Virginia limited liability company with a principal address of 112 Zanca Turn, Yorktown, VA 23693 (the "Seller"), and FARADAY DEFENSE CORPORATION, EIN 30-1153448, a Michigan domestic profit corporation with a registered office mailing address of 1591 W. Centre Ave, Suite 205, Portage, Michigan 49024 (the "Purchaser"), each a "Party" and together the "Parties".

RECITALS

(1) The Seller is a company in the business of helping individuals, families, and businesses get prepared for disasters;

(2) The Seller has agreed to sell and the Purchaser has agreed to purchase the Assets on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following terms shall have the following meanings-

"Active Inventory" means inventory currently held by the Seller whose SKU is listed for sale on www.disasterpreparer.com as more particularly described on **Exhibit C** to this Agreement.

"Assets" means the assets of the Business specifically described on Schedule 1 for valuation purposes and **Exhibit B** to this Agreement, excluding the Excluded Assets listed on that Exhibit.

"Business" means the disaster readiness e-commerce business operated via the Domain;

"Business Hours" means Monday through Friday between 09:00 and 17:00 EST, excluding public holidays in the United States of America;

"Closing" means the closing of the transactions contemplated herein;

"Closing Date" means the closing of the transactions contemplated by this Agreement that will be held at mutually agreed location on July 30, 2021, or at such other time and place and/or later date as is mutually agreeable and needed in order for the Parties to consummate the transactions contemplated herein;

"Domain" means the domain names listed in **Exhibit B**;

"Encumbrances" any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;

"Restricted Business" means any business that sells disaster readiness products exclusively online.

"Warranties" the representations, warranties and undertakings set out in clauses 6, 7 and 8 and references to a **"Warranty"** shall be construed accordingly;

"Web Server" means the server where the Website and software(s) are hosted;

"Website" shall mean all assets and content related to and situated on the Domain;

1.2 Construction

Unless a contrary indication appears, any reference in this Agreement to:-

- (a) clause and schedule headings do not affect the interpretation of this Agreement;
- (b) a **Party** is to a party to this Agreement and includes that party's personal representatives, successors or permitted assignees;
- (c) a **person** includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;
- (d) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (e) a reference to one gender includes a reference to the other genders;
- (f) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) a reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the parties, no such amendment or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (h) **writing** or **written** includes email but not faxes; and
- (i) references to clauses and schedules are to clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. SALE OF ASSETS

- 2.1 On and subject to the terms and conditions of this Agreement and for the consideration specified below, on the Closing Date, the Seller shall sell, assign, transfer, convey, and deliver to the Purchaser, and Purchaser shall purchase all of the Seller's rights, title and interest, in and to the Assets and Active Inventory, free and clear of any and all Encumbrances. Valuation of named assets is outlined on Schedule 1.

3. CLOSING

- 3.1 At Closing, and on and subject to the terms and conditions of this Agreement and for the consideration specified below, the Seller shall deliver to the Purchaser:-
- (a) The Bill of Sale, executed by Seller;
 - (b) a finalized list of the Active Inventory and a finalized Active Inventory Purchase Price;
 - (c) copies of all consents, authorizations and other documentation which may be necessary or desirable in order to complete the transaction contemplated hereby.
- 3.2 At Closing, the Purchaser shall deliver to Seller-
- (a) wired funds or immediately available funds in the amount of the Down Payment;
 - (b) a finalized list of the Active Inventory and a finalized Active Inventory Purchase Price;
 - (c) an executed Promissory Note attached hereto as Exhibit D; and
 - (d) an executed Promissory Note attached hereto as Exhibit D-1.

4. PURCHASE PRICE

- 4.1 In consideration of the sale and transfer to the Purchaser of all the Assets and the Active Inventory, the Purchaser shall pay the Seller seven hundred sixty nine thousand, one hundred forty two US Dollars (\$769,142) (the "**Total Consideration**"), pursuant to the schedule outlined in clause 4.2.
- 4.2 The Total Consideration will be paid out as follows:
- (a) six hundred and fifty thousand US Dollars (\$650,000.00) in immediately available funds (the "**Down Payment**") via wire transfer to Seller at Closing in consideration for the transfer of Assets;
 - (b) one hundred thousand US Dollars and eight cents (\$100,000.08) (the "**Deferred Payment**") in consideration for the Assets paid over the course of two (2) years from the Closing Date. The Deferred Payment shall be paid in equal monthly payments of four thousand one hundred and sixty-six U.S. Dollars and sixty-seven cents (\$4,166.67) with the first payment due one (1) month after the Closing Date followed by twenty-three (23) equal and consecutive monthly payments as evidenced by the promissory note attached hereto as Exhibit D; and

- (c) the difference between the total of Active Inventory as calculated in Exhibit C and five thousand US Dollars (\$5,000) is to be paid by Purchaser to Seller over a twelve (12) month term in equal monthly instalments as evidenced by the Promissory Note attached hereto as Exhibit D-1.

5. LIABILITIES

- 5.1 At Closing, the Purchaser shall become responsible for, assume and agree to pay, discharge or perform any and all obligations of the Seller (the “**Assumed Liabilities**”). The Assumed Liabilities are attached hereto as Exhibit E.
- 5.2 Except for the Assumed Liabilities, the Purchaser shall not become responsible for, assume nor be liable for any of the Seller’s liabilities or obligations whether accrued, absolute or contingent arising before Closing. Except for the Assumed Liabilities, Seller agrees to pay and discharge all of its liabilities and obligations that have arisen before Closing.
- 5.3 The Seller does not have any actual knowledge of any threatened, anticipated or unresolved legal disputes involving the Business in any way prior to this Agreement. Purchaser has been made fully aware of the Non-Disparagement Agreement dated June 5th, 2019, by and between DisasterPreparer, LLC, Arthur Bradley (“Bradley”), and EMP Shield, LLC.

6. SELLER’S REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to the Purchaser that:-

- (a) the Seller has full power, authority, and ownership to enter into this Agreement and to carry out the transactions made hereunder. The Seller has obtained all necessary approvals and permits required to enter into this Agreement and sell the Assets;
- (b) the Seller is the owner of the Assets;
- (c) so far as the Seller has actual knowledge, all Assets sold and transferred under this Agreement:-
 - (i) are in good condition and repair and are fit for the particular purpose for which they are intended to be used fair wear and tear accepted;
 - (ii) do not contain any viruses, trap doors, hidden sequences, hot keys, or time bombs;
 - (iii) do not contain any libellous, false, or defamatory material;
 - (iv) do not contain material that infringes any third-party intellectual property rights and in particular copyright, patent and trademark rights;
 - (v) do not violate any applicable laws or regulations; and
 - (vi) are not subject to any lawsuits, threats of litigation, claims, arbitration, investigation or other proceedings at law or in equity, before any court, arbitration tribunal, licensing authority or governmental agency. Purchaser has been made fully aware of the Non-Disparagement Agreement dated June 5th,

2019, by and between DisasterPreparer, LLC, Arthur Bradley, and EMP Shield, LLC.;

- (d) neither this Agreement nor any document furnished by the Seller to the Purchaser contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements in this Agreement or in such documents not misleading;
- (e) the Seller represents there are no liens, mortgages, pledges, assessments, security interests, leases, adverse claims, levies, or encumbrances of any kind (“Lien”) on the Assets prior to this Agreement; and
- (f) so far as the Seller is aware, there is no basis for the assertion of any claim for taxes prior to this Agreement which, if adversely determined, would, or is reasonably likely to, result in the imposition of any lien on the Assets or otherwise adversely affect the Assets.

7. PURCHASER’S REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to the Seller that:-

- (a) it has full power, authority, and ownership to enter into this Agreement and to carry out the transactions made hereunder;
- (b) it has obtained all necessary approvals and permits required to enter into this Agreement and to purchase the Assets;
- (c) there are no lawsuits, threats of litigation, claims, arbitration, investigation or other proceedings pending or threatened against the Purchaser at law or in equity, before any court, arbitration tribunal, licensing authority or governmental agency which prevents the Purchaser from consummating the transactions made herein.
- (d) This Agreement is not in conflict with and does not violate the terms of any other agreement, law, regulation or the like to which Purchaser is subject.
- (e) Purchaser is not bankrupt or insolvent and Purchaser is not a party to any current or threatened bankruptcy, insolvency or similar proceeding.

8. FURTHER ASSURANCES

Subject to the terms and conditions herein provided and consistent with the respective obligations of each Party, each Party shall use its best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. Each Party shall, at any time and from time to time after the Closing, upon the reasonable request of the other party, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, instruments, assignments, transfers, powers of attorney and assurances as may be reasonably required in order to carry out the intent of this Agreement.

9. INTENTIONALLY OMITTED

10. CONFIDENTIALITY AND NONDISCLOSURE

- 10.1 The Seller and the Purchaser acknowledge that the existence and contents of this Agreement and all negotiations made pursuant to this Agreement are confidential. The Seller and the Purchaser also agree that all information relating to the Business including but not limited to the following shall be deemed “**Confidential Information**”: business strategies, technology plans, financial condition, business plans, marketing strategies and plans, data, business records, customer lists; any and all information concerning the Business would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of the Business.
- 10.2 The Parties shall not make any public announcement or issue any press release or respond to any enquiry from the press or other media concerning or relating to this Agreement or any of the transactions contemplated by this Agreement or its subject matter or any ancillary matter except with the prior written approval of the other Party (such approval not to be unreasonably withheld, delayed or made subject to any unreasonable conditions) or if, and to the extent, required by law or governmental, regulatory or other authority. Purchaser hereby acknowledges and consents to Seller disclosing the terms of this Agreement to any supplier or distributor of Seller, as well as any family member of Bradley or personal acquaintance of Bradley.

11. NON-COMPETITION

For a period of five (5) years after the Closing Date, the Seller shall not become a principal, partner, employee, or shareholder, in a Restricted Business. Nothing contained in this provision, or this Agreement shall limit Bradley’s ability to act as a consultant and/or advisor to Businesses whose products, services or activities involve online sales of disaster readiness products or any similar product or service including, without limitation, nuclear electromagnetic pulse. Additionally, nothing contained in this provision, or this Agreement shall limit Bradley’s ability to develop products or author books in the areas of: disaster preparedness, emergency management, emergency preparation, natural disaster, nuclear electromagnetic pulse, survival or the like.

12. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be void or unenforceable, that provision shall be severed and the remaining portions of this Agreement shall continue in full force and effect.

13. WAIVER

13.1 No failure to exercise nor delay in exercising a right or remedy provided by this Agreement or at law or in equity (and/or the continued performance of this Agreement) shall constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement shall not constitute a waiver of any other breach nor affect the other terms of this Agreement.

13.2 The rights and remedies provided by this Agreement are cumulative and (except as otherwise provide herein) are not exclusive of any rights or remedies provided at law or in equity.

14. OPPORTUNITY TO CONSULT WITH COUNSEL

The Parties hereby acknowledge and agree that they have read this Agreement, freely and voluntarily agree to all its terms and conditions, and have independently evaluated the desirability of entering into this Agreement. Each Party acknowledges that it has consulted, or has had ample opportunity to consult, legal counsel regarding this Agreement and each and every provision of this Agreement.

15. TRANSITION ASSISTANCE

The Seller shall aid the Purchaser in handing over all technical contents, systems, data and all business contacts, customer lists, advertising accounts, Web Server, etc., related to the Assets to the Purchaser. Specifically, the Seller shall do the following: -

- (a) **Training.** The Seller shall provide the Purchaser with training for a maximum five (5) total hours per week for four consecutive weeks following the Closing. Within forty-eight (48) hours of Closing, the Seller shall deliver to Purchaser via email all usernames and passwords associated with the assets in Exhibit B;
- (b) **Consulting Option.** The Purchaser may seek further transition assistance by compensating the Seller at a rate of one hundred twenty-five US Dollars (\$125.00) per hour for all services, work, or consulting provided by Seller to Purchaser after Training. (the "**Consulting Option**"). Seller shall not be obligated to provide further transitional assistance, as contemplated under this Section, in excess of five (5) hours per week. This Consulting Option shall remain active for a period of two (2) years after the Closing Date. Activities associated with the Consulting Option include customer assistance, video creation, new product consulting and participating in up to two (2) tradeshow each year. Travel expenses, including labor costs associated with any such travel, will be the responsibility of the Purchaser at terms agreeable to the Seller; and
- (c) the Seller shall make all relevant introductions between the Purchaser and business partners associated with the managing or operating of or providing services to the Business.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes all previous agreements between the Parties relating to such matters, notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

17. COUNTERPARTS

This Agreement may be executed in counterparts, to include facsimile counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

18. GOVERNING LAW; JURISDICTION

- 18.1 Any and all claims, disputes, actions or non-contractual obligations arising out of or in connection with this Agreement will be governed by the laws of the Commonwealth of Virginia of the United States of America.
- 18.2 The courts of Yorktown, Virginia, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (a "**Dispute**").
- 18.3 The courts of Yorktown, Virginia are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

19. PURCHASER'S INDEMNIFICATION

Purchaser shall indemnify, defend and hold harmless the Seller and Arthur Bradley from and against any and all claims, loss, or expense ("Losses") sustained, incurred, paid or required to be paid by the Bradley which arise out of, result from or are related to (a) any breach by Purchaser or any failure by Purchaser to comply with any representation, warranty or covenant made by Purchaser in this Agreement or other document or instrument delivered to Bradley in connection with the transactions contemplated hereunder, (b) any Assumed Liabilities or (c) any claim, suit, action or proceeding (known or unknown, contingent or otherwise, whether arising in tort, contract, contribution, indemnity or otherwise) that relates to or affects the Assets or the Business in which the event giving rise thereto occurred on or after the Closing Date.

20. ATTORNEYS' FEES AND COSTS

In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies and appeals.

21. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and personal representatives.

22. DATA PROTECTION

The Purchaser shall comply with all data protection legislation enacted by any local, state or federal governmental authority that relate in any way to the Assets after the Closing Date.

23. ADDITIONAL DEAL TERMS

- 23.1 In consideration of the terms and conditions specified herein, Seller agrees to sell all books listed on Exhibit A to Purchaser at fifty percent (50%) retail price in perpetuity. Seller and Purchaser agree that there will be no multiple order discount beyond the fifty percent (50%) reduction specified above. Purchaser fully understands that the retail price for any book may change over time due to a variety of circumstances. Seller also grants Purchaser the right to place the books, including the Amazon kindle versions, listed on Exhibit A on their website for sale. Purchaser shall be solely responsible for placing said books, and the Amazon kindle version, on their website. Other than the right to place a book on their website for sale, Purchaser and Seller agree that Seller shall be the absolute owner of any and all books authored by him and the copies thereof and Purchaser shall have no right, title or interest therein. Seller shall remain the absolute owner of any book authored by him or that shall be authored by him and Purchaser shall have no right, title or interest therein.
- 23.2 Seller agrees to notify buyer if personally held book rights are made available for sale or if an offer for purchase is made by a third party before accepting said offer;
- 23.3 Where Seller has the ability to do so, he will allow Purchaser to incorporate Faraday Defense links in online mentions of the Business; and
- 23.4 Bradley or an agent of Bradley will assist Purchaser in facilitating dropshipped orders for a period of three (3) months after the Closing date on as needed basis. Purchaser shall pay Bradley the sum of \$500.00 per week.

[Signatures on the following page]

Executed as a deed by DISASTER PREPARER LLC.

by Dr. Arthur T. Bradley, Owner

Arthur T. Bradley
)

Date

07/27/2021
)

Executed as a deed by FARADAY DEFENSE CORPORATION

by Mr. Jason DeVries, Director


)

Date

07/27/2021
)

Schedule 1
Allocation Schedule

Pursuant to the provisions of this Agreement, the Seller hereby sells, assigns, transfers, conveys, and delivers to the Purchaser, and Purchaser hereby purchases all of the Seller's rights, title and interest, in and to the Assets free and clear of any and all Encumbrances. The Assets shall include the following:

- (a) IRS Asset Class VI: Other Intangible Property
 - a. the Domain; \$500,000 valuation
 - b. all intangible property including but not limited to all rights, titles and interests of the Seller, to any web development, software development, design work, engineering work, computer software, artwork, programs and documentation used in the operation of the Website as set out in Exhibit B; Including customer list - \$50,000 valuation
 - c. all intellectual property rights of the Business limited to trademarks, trade names, service marks, service names copyrights, client lists, client order history, client email lists, email listings and databases as set out in Exhibit B; and - \$50,000 valuation
 - d. all rights, title, and interests of the Seller in and to the inventions, discoveries, improvements, ideas, know-how, confidential information as set out in Exhibit B. - \$50,000 valuation
- (e) IRS Asset Class VI Covenant Not to Compete - \$50,000 valuation
- (f) IRS Asset Class IV Inventory – approx. \$25,000 (exact value depending on final inventory)
- (g) IRS Asset Class VII Goodwill –intangible value associated with company's good reputation, service quality, and customer perception - \$50,000

Exhibit A

Lists of Books and Kindle Offerings

<u>Book Title</u>	<u>ISBN</u>	<u>Print Retail</u>	<u>Print Wholesale</u>
The Survivalist #1 (Frontier Justice)	148274631X	\$12.95	\$6.48
The Survivalist #2 (Anarchy Rising)	1492340626	\$12.95	\$6.48
The Survivalist #3 (Judgment Day)	1495265471	\$12.95	\$6.48
The Survivalist #4 (Madness Rules)	1500208825	\$12.95	\$6.48
The Survivalist #5 (Battle Lines)	1500647497	\$12.95	\$6.48
The Survivalist #6 (Finest Hour)	1505887267	\$12.95	\$6.48
The Survivalist #7 (Last Stand)	1517076048	\$12.95	\$6.48
The Survivalist #8 (Dark Days)	1534938125	\$12.95	\$6.48
The Survivalist #9 (Freedom Lost)	1540326667	\$12.95	\$6.48
The Survivalist #10 (National Treasure)	1975652045	\$12.95	\$6.48
The Survivalist #11 (Solemn Duty)	1722119527	\$12.95	\$6.48
The Survivalist #12 (Road Home)	1703612124	\$12.95	\$6.48
The Watchman	979-8673821695	\$12.95	\$6.48
Disaster Preparedness for EMP Attacks and Solar Storms, Exp. Edition	1478376651	\$14.95	\$7.48
Prepper's Instruction Manual	1477663398	\$18.95	\$9.48
Handbook to Practical Disaster Preparedness for the Family, 3rd Ed.	1475136536	\$24.95	\$12.48

Notes: No additional discounts on multi-book bundles. Shipping not included. Prices may be subject to change over time.

<u>e-Book Title</u>	<u>ISBN</u>	<u>E-book Retail</u>	<u>E-book Wholesale</u>
The Survivalist #1 (Frontier Justice)	B00CYR3Z2W	\$0.00	\$0.00
The Survivalist #2 (Anarchy Rising)	B00FO0BX7K	\$5.99	\$3.00
The Survivalist #3 (Judgment Day)	B00IN3CSCO	\$5.99	\$3.00
The Survivalist #4 (Madness Rules)	B00LP0OAFK	\$5.99	\$3.00
The Survivalist #5 (Battle Lines)	B000EHXCRI	\$5.99	\$3.00
The Survivalist #6 (Finest Hour)	B00V2GMFYK	\$5.99	\$3.00
The Survivalist #7 (Last Stand)	B015RS4JHO	\$5.99	\$3.00
The Survivalist #8 (Dark Days)	B01EG1LKZW	\$5.99	\$3.00
The Survivalist #9 (Freedom Lost)	B01N2O8Y5G	\$5.99	\$3.00
The Survivalist #10 (National Treasure)	B0753HQWJR	\$5.99	\$3.00
The Survivalist #11 (Solemn Duty)	B07FLZFPW2	\$5.99	\$3.00
The Survivalist #12 (Road Home)	B07ZQJGPY9	\$5.99	\$3.00
The Watchman	B08FRQ9H7T	\$5.99	\$3.00
Disaster Preparedness for EMP Attacks and Solar Storms, Exp. Edition	B0096SRC8U	\$6.99	\$3.50
Prepper's Instruction Manual	B008OXF0BY	\$7.99	\$4.00
Handbook to Practical Disaster Preparedness for the Family, 3rd Ed.	B0089NLHD4	\$9.99	\$5.00
Survivalist Boxed Set (Books 1-3)	B072L1N7Z6	\$6.99	\$3.50

Exhibit B

Assets

- (a) The trade name, Disaster Preparer, together with any trademark rights, which the Seller has in the trade name and any goodwill of the business, symbolized by the trade name.
- (b) The domain names:
 - (i) www.disasterpreparer.com;
 - (ii) www.disasterprepare.com
 - (iii) www.empstorm.com
 - (iv) www.disasterprepper.com
- (c) Website content and all related electronic files:
 - (i) Website database and content; and
 - (ii) Website files.
- (d) Graphics, Logos, Slogans, etc.
- (e) All content of the Business and Website.
- (f) The U.S. Trademarks, Patents, and Copyrights:
 - (i) Transient Reducing Auxiliary Plug Provisional Patent (application number: 63/128,128)
 - (ii) Surge Protection Device for Complex Transients Initial Patent Filing (application number: 67/794,587)
 - (iii) T.R.A.P. (U.S. serial number: 90390960)
 - (iv) Survivor Symbols Copyright (pending case number: 1-8952147058)
 - (v) EMPSTORM (U.S. serial number: 88162993)
- (g) Accounts:
 - (i) Fastcomet;
 - (ii) GetResponse;
 - (iii) Sucuri; and
 - (iv) Google Ads.
- (h) And any other asset of the business:
 - (i) Website source code;
 - (ii) any and all other assets and source code(s) of the Business.
- (i) Social media accounts:
 - (i) <https://www.youtube.com/channel/UCFirUQUjZ0baKYflqTb3XSg>

- (j) Client database:
 - (i) Email lists; and
 - (ii) all other customer information available.

- (k) Email Accounts:
 - (i) any and all email account(s) associated with the Business.

Excluded Assets:

1. The Seller's Patreon account (<https://www.patreon.com/arthurbradley>);
2. The Seller's computers, computing equipment, software, and office equipment used to conduct business;
3. The Seller's furniture and other furnishings used to conduct business;
4. The Seller's photography, video, and electronic equipment used to create videos, capture images, or conduct business;
5. The Seller's domains not listed in Exhibit B, item (b);
6. The Seller's real-estate and other physical space used to conduct business;
7. The Seller's cash, cash-equivalents, stocks, securities, and other investments;
8. The Seller's bank accounts and securities accounts;
9. The Seller's financial records, Paypal receipts, credit card statements, minute books, bank statements, and tax returns beyond what has already been provided.

Exhibit C
Active Inventory

	Approx. Inventory	At Shop	On Order	Approx. cost/unit	Approx. total cost
Products					
Anti-tracking Pouches	442	0	0	\$3.30	\$1,458.60
Survivor Symbols cards	376	0	0	\$1.17	\$440.67
T.R.A.P.s	409	0	0	\$11.00	\$4,499.00
T.R.A.P.-Bs	310	0	0	\$8.16	\$2,529.60
T.R.A.P.-ACs	74	100	0	\$10.31	\$1,793.94
Whole-house ferrites	25	300	0	\$10.02	\$3,255.42
Car ferrites	294	0	0	\$6.98	\$2,052.12
Faraday Cage Testers	0	0	0	\$91.45	\$0.00
Conductive cloth	12	0	0	\$9.86	\$118.32
Polyphaser arrestors	82	0	0	\$32.31	\$2,649.42
Other Materials					
Car Ferrite Stickers	2904	0	0	\$0.04	\$120.10
House Ferrite Stickers	1584	0	0	\$0.04	\$65.51
Faraday Cage Stickers	160	0	0	\$0.31	\$49.22
EMPStorm Metal Oxide Varistors	336	0	0	\$9.00	\$3,024.80
TRAP Fuses	1360	0	0	\$0.24	\$320.57
TVS Diodes (33V)	650	0	0	\$2.35	\$1,530.42
Ring Terminal Sets	0	0	0	\$0.81	\$8.91
Packing Supplies					
Small ESD Bags	800	0	0	\$0.11	\$88.00
Medium ESD Bags	400	0	0	\$0.12	\$48.00
Large ESD Bags	90	0	0	\$0.17	\$15.30
Ex Large ESD Bags	50	0	0	\$0.28	\$14.00
Boxes, Mailers	Various				\$60.00
				Total Inventory	\$24,141.92

Exhibit D
Promissory Note

Date of Payment	Amount	Total paid
9/1/2021	\$4,166.67	\$4,166.67
10/1/2021	\$4,166.67	\$8,333.34
11/1/2021	\$4,166.67	\$12,500.01
12/1/2021	\$4,166.67	\$16,666.68
12/2/2021	\$4,166.67	\$20,833.35
12/3/2021	\$4,166.67	\$25,000.02
12/4/2021	\$4,166.67	\$29,166.69
12/5/2021	\$4,166.67	\$33,333.36
12/6/2021	\$4,166.67	\$37,500.03
12/7/2021	\$4,166.67	\$41,666.70
12/8/2021	\$4,166.67	\$45,833.37
12/9/2021	\$4,166.67	\$50,000.04
12/10/2021	\$4,166.67	\$54,166.71
12/11/2021	\$4,166.67	\$58,333.38
12/12/2021	\$4,166.67	\$62,500.05
12/13/2021	\$4,166.67	\$66,666.72
12/14/2021	\$4,166.67	\$70,833.39
12/15/2021	\$4,166.67	\$75,000.06
12/16/2021	\$4,166.67	\$79,166.73
12/17/2021	\$4,166.67	\$83,333.40
12/18/2021	\$4,166.67	\$87,500.07
12/19/2021	\$4,166.67	\$91,666.74
12/20/2021	\$4,166.67	\$95,833.41
12/21/2021	\$4,166.67	\$100,000.08

Exhibit E

Assumed Liabilities

None