

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
One Industries Corp		09/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jim O'Neal Distributing, Inc.
Street Address:	799 Camarillo Springs Road
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2842641	
Registration Number:	2831710	
Registration Number:	2946193	
Registration Number:	2894614	ONE
Registration Number:	2894615	ONE
Registration Number:	2894616	ONE
Registration Number:	2970422	ONE
Registration Number:	2846003	ONE INDUSTRIES
Registration Number:	2907713	ONE INDUSTRIES
Registration Number:	2894613	ONE INDUSTRIES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9516777774

Email: brad@bluejeanlawyer.com

Correspondent Name: Brad Jefferson Landon

Address Line 1: 27555 Ynez Road, Suite 110

Address Line 4: Temecula, CALIFORNIA 92591

TRADEMARK

NAME OF SUBMITTER:	Brad Jefferson Landon
SIGNATURE:	/bjl/
DATE SIGNED:	10/11/2021
Total Attachments: 8 source=2021-09-08_Sale Agreement fully executed#page1.tif source=2021-09-08_Sale Agreement fully executed#page2.tif source=2021-09-08_Sale Agreement fully executed#page3.tif source=2021-09-08_Sale Agreement fully executed#page4.tif source=2021-09-08_Sale Agreement fully executed#page5.tif source=2021-09-08_Sale Agreement fully executed#page6.tif source=2021-09-08_Sale Agreement fully executed#page7.tif source=2021-09-08_Sale Agreement fully executed#page8.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of September 8, 2021 (the "Closing") between (a) Jim O'Neal Distributing, Inc., a California corporation ("Buyer") and (b) One Industries Corp., a Delaware corporation ("Company") and (c) Bravo Sports, a California Corporation ("Bravo").

1. Purchase and Sale of Acquired Assets. Buyer shall purchase from Company, and Company hereby sells, transfers, assigns and delivers to Buyer, all of Company's right, title and interest in Company's One Industries intellectual property, including, without limitation, the following:

- All trademarks worldwide, whether registered, pending, abandoned or common law, and all goodwill appurtenant thereto, as more fully set forth in Exhibit A (collectively, the "Trademarks");
- The website oneindustries.com, and all affiliated social media accounts (whether active or inactive) including hosting login and password information;
- All "One Industries" related design rights including but not limited to graphics, art, designs, tooling and molds;
- Any and all old "One Industries" art files including but not limited to photos, catalogs, drawings, designs and associated images;
- Any "One Industries" sales history data and purchase history data that that Company has including customer and vendor details, to the extent such transfer is permitted under applicable law.

The assets (the "Acquired Assets") are free and clear of any third-party interest, including but not limited to any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, transfer restriction, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge, license, encumbrance or other similar arrangement or interest in real or personal property (each an "Encumbrance"). The Acquired Assets represent substantially all assets of Company, with the exception of any assets relating to the "661" brand.

2. Assumption of No Liabilities. Buyer shall not assume any liabilities of Company existing prior to the Closing. All liabilities existing prior to the Closing shall remain the liability of Company.

3. Excluded Assets. The Acquired Assets expressly do not include any assets of Company relating to the "661" brand.

4. License Back to Bravo.

(a) Buyer hereby grants to Bravo an ongoing, royalty-free, perpetual license at no cost, charge, or fee to produce and market powered ride-on children's toys and powered and non-powered children's scooters, all having four or fewer wheels and designed having a target of kids 12 years or younger and a maximum speed of under 15 mph (the "Licensed Products") bearing the Trademarks.

(b) Buyer disclaims any warranty that Bravo has the right to use the Licensed

Trademark. All goodwill arising from Bravo's use of the Licensed Trademark shall inure to Buyer. Buyer acknowledges that Bravo's current products bearing the Licensed Trademark are of adequate quality, and Bravo agrees that all Licensed Products shall be of a quality at least as good as such current products.

(c) Company and Bravo shall indemnify, defend, and hold harmless Buyer and its respective, agents, and employees from and against any and all prior liabilities as well as any and all future liabilities, claims, suits, actions, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, from the marketing, sale, distribution or use of Licensed Products.

5. Purchase Price. In consideration of the sale, transfer, assignment and conveyance of the Acquired Assets, Buyer shall convey to Company Five Hundred Thousand Dollars (\$500,000.00) payable at the Closing (the "Purchase Price"), by wire to:

Transom Bravo Holdings, LLC
Bank Name: East West Bank
Bank Address: 135 N. Los Robles Ave
Pasadena, CA 91101
Account Number: 80-45008747
Wire Routing Number (ABA): 322070381

6. Closing. The Closing shall take place remotely via the electronic exchange of a fully executed copy of this Agreement. Within five calendar days of the Closing, Buyer shall deliver to Company the Purchase Price by wire transfer of immediately available funds. Upon receipt of payment, Bravo and Company shall promptly execute and deliver all such documents, and do all such things, as the Buyer may reasonably require for the purpose of giving full effect to the provisions of this Agreement (*i.e.* trademark transfer/assignment documents in the relevant countries). If payment is not made within five calendar days of the Closing, Company may unilaterally terminate this Agreement.

7. Representations and Warranties. As an inducement to Buyer to enter into this Agreement, Bravo and Company represents and warrants to Buyer as follows:

(a) Authority of Company. Bravo and Company have all necessary legal power and authority to enter into this Agreement and to consummate their respective obligations and covenants hereunder. This Agreement has been duly executed and delivered by Bravo and Company, and constitutes a legal, valid, and binding obligation of Bravo and Company, enforceable against each such party.

(b) Claims. To the knowledge of Bravo and Company, (i) there are no actions, suits, claims, investigations, or other legal proceedings pending or threatened against or by Bravo and Company relating to or affecting the Acquired Assets and (ii) there are no unsatisfied judgments, penalties, or awards against or affecting the Bravo and Company or the Acquired Assets.

(c) Ownership and Condition of Assets. Company is the lawful owner and has good title to all of the Acquired Assets, free and clear of all Encumbrances. All of the goodwill

arising from Bravo's use of the Trademarks has inured to Company.

8. As-Is Sale. Except for the representations and warranties of Bravo and Company set forth in this Agreement, Buyer understands and agrees that the Acquired Assets are being acquired "As-Is, Where-Is" on the Closing, and in their condition on the Closing "with all faults," and that Buyer is relying on its own examination of the Acquired Assets and have satisfied themselves as to their condition.

9. Further Assurances. At any time and from time to time after the Closing, Buyer shall use their commercially reasonable efforts (at the requesting parties expense) to execute and deliver such additional documents, conveyances and assurances, and take further such actions as may be reasonably requested by Buyer, as applicable, in order to carry out the intent and purposes of this Agreement and give effect to the transactions contemplated hereby and to secure Buyer's right, title and interest to the Acquired Assets. Further assurances include, without limitation, execution of trademark assignments prepared by Buyer, to the extent requested and mutually agreeable.

10. Entire Agreement. This Agreement (including the documents referred to herein) constitute the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof, including but not limited to any letter of intent or term sheet submitted by Buyer to Company.

11. Counterparts and Facsimile Signature. This Agreement may be executed and delivered by facsimile and PDF signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Governing Law; Submission to Venue. This Agreement shall be governed by and construed in accordance with the laws of California without regard to its conflicts of laws principles. Any dispute or claim arising to or in any way related to this Agreement or the rights and obligations of each of the parties shall be brought only in the state courts of California located in the Orange County Superior Court or in the federal courts located in the Central District of California. Prior to any party commencing a legal proceeding arising out of or relating to this Agreement, the parties agree to discuss such dispute in good faith to achieve an equitable solution for a minimum of two (2) weeks.

13. Prevailing Party. In any dispute resolution proceeding between the parties in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs in such proceeding from the other party.

14. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties. No waiver by either party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by either party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms

and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY

One Industries Corp,
a Delaware corporation

By: Ken Firtel
Name: Ken Firtel
Title: Vice President

BUYER

Jim O'Neal Distributing, Inc.,
a California corporation

By: Frank Kashare
Name: Frank Kashare
Title: President








BRAVO

Bravo Sports,
a California Corporation










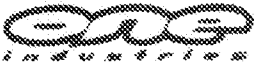
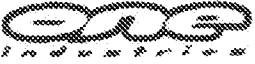
By: Ken Firtel
Name: Ken Firtel
Title: Vice President

Exhibit A
List of Marks

Trademarks

Mark	Territory	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)
	Australia	1538708	Feb 1 2013	1538708	Feb 1 2013	9, 12, 16, 25
	Australia	1538711	Feb 1 2013	1538711	Feb 1 2013	9, 12, 16, 25
ONE INDUSTRIES	Australia	1538704	Feb 1 2013	1538704	Feb 1 2013	12
	Canada	1611946	Jan 30 2013	TMA906890	Jun 19 2015	9, 12, 16, 25
	Canada	1611952	Jan 30 2013	TMA931115	Mar 9 2016	9, 12, 16, 25
ONE INDUSTRIES	Canada	1611945	Jan 30 2013	TMA926752	Jan 21 2016	9, 12, 16, 25
	EU	4481041	Jun 9 2005	4481041	Jun 7 2006	9, 12, 16, 18, 25
	EU	10430841	Nov 21 2011	10430841	Sep 9 2012	9, 25
ONE INDUSTRIES	EU	10474963	Dec 7 2011	10474963	Apr 18 2012	9, 25
ONE INDUSTRIES	France	97663441	Feb 12 1997	97663441	Feb 12 1997	12, 16, 25
	United Kingdom	UK009-04481041	Jun 9 2005	UK009-04481041	Jun 7 2006	9, 12, 16, 18, 25

[Exhibit A -- List of Marks]

Mark	Territory	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)
	United Kingdom	UK009-10430841	Nov 21 2011	UK009-10430841	Sep 9 2012	9, 25
ONE INDUSTRIES	United Kingdom	UK009-10474963	Dec 7 2011	UK009-10474963	Apr 18 2012	9, 25
	United States	76/517560	May 27 2003	2831709	Apr 13 2004	25
	United States	76/517561	May 27 2003	2842641	May 18 2004	16
	United States	76/517562	May 27 2003	2831710	Apr 13 2004	12
	United States	78/409661	Apr 28 2004	2946193	May 3 2005	9
	United States	76/517566	May 27 2003	2894614	Oct 19 2004	25
	United States	76/517567	May 27 2003	2894615	Oct 19 2004	16
	United States	76/517568	May 27 2003	2894616	Oct 19 2004	12
	United States	78/409589	Apr 28 2004	2970422	Jul 19 2005	9
ONE INDUSTRIES	United States	76/453592	Sep 19 2002	2846003	May 25 2004	9
	United States	76/517564	May 27 2003	2907713	Dec 7 2004	12
	United States	76/517565	May 27 2003	2894613	Oct 19 2004	16

[Exhibit A - List of Marks]

Mark	Territory	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)
			2003		2004	

[Exhibit A -- List of Marks]