

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valucentric, LLC		02/02/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Opteon Appraisal, Inc.		
Street Address:	5500 Pearl Street		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90053869	IVALU	
Registration Number:	6462101	VALUCENTRIC	
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:	4194185252		
Email:	Kathy.Muneio@opteonusa.com		
Correspondent Name:	Kathy Muneio		
Address Line 1:	300 Madison Avenue		
Address Line 2:	Ste. 900		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Chris Knight		
SIGNATURE:	/Chris Knight/		
DATE SIGNED:	02/24/2022		
Total Attachments: 3			
source=Valucentric_Option Appraisal_excerpt from asset purchase agmt 02 2022#page1.tif			
source=Valucentric_Option Appraisal_excerpt from asset purchase agmt 02 2022#page2.tif			
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ASSET PURCHASE AGREEMENT

by and between

OPTEON APPRAISAL, INC.

(the “Purchaser”),

and

VALUCENTRIC, LLC

(the “Seller”)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“**Agreement**”) is entered into between Opteon Appraisal, Inc., a Delaware corporation (the “**Buyer**”), and Valucentric, LLC a Delaware limited liability company (the “**Seller**”, and together with the Buyer, the “**Parties**”), with reference to the following facts:

RECITALS

A. The Seller presently conducts the business of employing appraisers and providing appraisal services (the “**Business**”).

B. The Seller wishes to sell to the Buyer, and Buyer wishes to purchase from the Seller, the rights of the Seller to the Business and all assets associated with the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements, and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE.

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below) the Seller shall sell, assign, transfer, convey and deliver to the Buyer, and the Buyer shall purchase from the Seller, all of the Seller’s right, title and interest in the Business and the assets associated with or used in the operation of the Business (collectively, the “**Purchased Assets**”) free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

1.2. Assumed Liabilities. Subject to the terms and conditions set forth herein, the Buyer shall assume and agree to pay, perform and discharge the liabilities and obligations arising after the Closing (as defined below) under the Purchased Assets, but only to the extent that such liabilities and obligations do not relate to any breach, default or violation by the Seller on or prior to the Closing (collectively, the “**Assumed Liabilities**”). Other than the Assumed Liabilities, the Buyer shall not assume any liabilities or obligations of the Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.


2. PURCHASE PRICE.

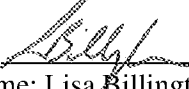
2.1 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$1.00 (the “**Purchase Price**”). The Buyer shall pay the Purchase Price to the Seller at the Closing by wire transfer of immediately available funds to an account designated in writing by the Seller to the Buyer no later than two (2) business days prior to the Closing Date (as defined below).

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

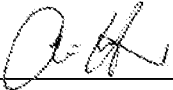
OPTEON APPRAISAL, INC.

By  _____
Name: Chris Knight
Title: President
Date: 31 January 2022 _____

By  _____
Name: Lisa Billington
Title: Company Secretary
Date: 31 January 2022 _____

SELLER:

VALUCENTRIC, LLC

By  _____
Chris Knight, President
Opteon Appraisal, Inc., sole member
Date: 31 January 2022 _____