

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bella Corporation		12/15/2021	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	CBC Group, Inc.		
Street Address:	5226 S 31st Pl		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5094160	BELLA IL FIORE	
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>			
Email:	apopham@pophamlawgroup.com		
Correspondent Name:	Amy J Popham		
Address Line 1:	12725 W Indian School Rd		
Address Line 2:	Ste E101		
Address Line 4:	Avondale, ARIZONA 85392		
NAME OF SUBMITTER:	Amy J Popham		
SIGNATURE:	/Amy J Popham/		
DATE SIGNED:	04/04/2022		
Total Attachments: 3			
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ASSET PURCHASE AGREEMENT

December 15, 2021

PARTIES

Seller: Bella Corporation, an Oklahoma corporation dba Bella il Fiore

Shareholder: Suzanne Maniss

Buyer: CBC Group, Inc., an Arizona corporation

PRELIMINARY STATEMENT

- A. Seller owns and operates a business at 1369 E. 26th Street, Tulsa, OK, 74114, which purchases and distributes a variety of gift, sleep, spa and beauty products to the specialty gift, spa and wellness markets through retailers and wholesalers (the "Business").
- B. Shareholder is the sole shareholder of Seller.
- C. Seller desires to sell certain assets identified in this Agreement to Buyer, and Buyer wishes to buy such assets, all according to the terms and conditions set forth below.

AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of December 15, 2021 by and among the Parties. Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties affirm and incorporate the Preliminary Statement into this Agreement, and further agree as follows:

1. Conveyance of Assets.

1.1 On or about the Closing Date, as defined in Section 4, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interests in the following assets listed herein (collectively referred to as the "Purchased Assets"), unless expressly stated in Section 2 as Excluded Assets:

a. Specific active inventory of the Business at Closing, including but not limited to the inventory listed and described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Inventory").

b. All prepaid inventory at Closing, including but not limited to those listed and described on Exhibit 2 attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, any outstanding purchase orders for inventory that have not been fully paid for by Seller and for which Buyer pays the remaining outstanding balance for prior to Closing shall belong to Buyer and will not be included in prepaid inventory or the Inventory Adjustment set forth in Section 3.1(b).

c. All contracts, licenses and sublicenses, and agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, and sales orders and commitments as of the Closing Date pertaining to the Business.

d. All phone and fax numbers, web sites, URLs and social media accounts of Seller and all related credentials for such used in connection with the Business, including, but not limited to, the website www.bellailfiore.com, along with all website content, images, lists, codes.

e. All customer and vendor lists, files, databases, and related documentation containing the names, billing and shipping addresses and email address(es), contact numbers or other pertinent information of all current customers and vendors for the Business.

f. All rights, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used or held for use in the Business, including but not limited to U.S. Registration Number 5094160 (the "Trademarks"), and all right, title, and interest in and to all copyrights, and registrations and applications for such copyrights, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used for or associated with the Business (the "Copyrights"), trade dress, logos, trade secrets, know-how (together with Trademarks and Copyrights, collectively referred to as the "Intellectual Property") together with any and all goodwill associated with such Trademarks and Copyrights.

g. All other assets, unless expressly stated in Section 2 as Excluded Assets, including, without limitation, all of the licenses, permits, certifications and authorizations relating to the Business; all telephone and facsimile numbers used in or related to the Business; all books and records pertaining or related to the operation of the Business or maintenance of the Purchased Assets, provided that Seller may keep a copy for its tax records; all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to the Purchased Assets; production materials and processes, trade secrets, proprietary information, catalogs, product designs, styles, technologies, inventions, know-how, formulae, processes, databases, procedures, research records, test information, software and software documentation, source and object code, promotional and marketing materials, catalogs, sales materials, customer and dealer records, market surveys, marketing know-how, research and technical information, patents, all other assets and properties of every nature whatsoever, tangible and intangible, and wherever located, used or held for use in connection with the Business, including all goodwill of the Business, unless expressly excluded as defined in Section 2.

2. Excluded Assets and Liabilities.

2.1 Notwithstanding the provisions of Section 1, it is agreed that certain assets shall be excluded from this transaction (the "Excluded Assets"), including:

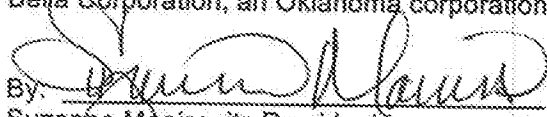
a. All cash, marketable securities, prepaid investments, deposit accounts, insurance and tax refunds, and life insurance policies.

b. All of Seller's rights, claims, causes of action, rights of recovery, and rights of set-off against any person arising out of or relating to any litigation.

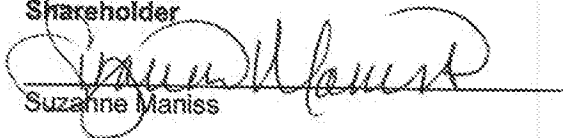
In Witness Whereof, the parties have executed this Agreement as of December 15, 2021.

Seller:

Bella Corporation, an Oklahoma corporation dba Bella Il Fiore


By: 
Suzanne Maniss, its President

Shareholder


Suzanne Maniss

Buyer:

CBC Group, Inc., an Arizona corporation

By: 
Paul DiGiovanni, its President