

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777702

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900723281		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIZARD AUDIO INDUSTRIES, LLC		04/26/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Noble HiFi, LLC		
Doing Business As:	DBA Noble Audio		
Street Address:	109 State Hwy. 110 S.		
City:	Whitehouse		
State/Country:	TEXAS		
Postal Code:	75791		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5155600		
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:	9037802540		
Email:	jim@nobleaudio.com		
Correspondent Name:	James Moulton		
Address Line 1:	109 State Hwy. 110 S.		
Address Line 4:	Whitehouse, TEXAS 75791		
NAME OF SUBMITTER:	James Moulton		
SIGNATURE:	/James Moulton/		
DATE SIGNED:	01/02/2023		
Total Attachments: 18			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), made and entered into as of this 26th day of April, 2018, by and between Noble Hifi, LLC, a Texas limited liability company ("Purchaser"), and Wizard Audio Industries, LLC, a Delaware Limited Liability Company ("Seller");

WITNESSETH:

WHEREAS, Seller presently owns and operates a retail business manufacturing and selling personal audio products under the name of Noble (the "Store");

WHEREAS, the current liabilities of Seller, which is currently in excess of \$700,000, exceeds all assets, including goodwill, and any intellectual property, patents, or copyrights;

WHEREAS, Seller desires to sell and transfer to Purchaser and Purchaser desires to purchase and acquire from Seller the Store on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. PURCHASE AND SALE OF ASSETS

1.1. Purchase and Sale of Assets. Subject to and upon the terms and conditions hereof, Seller shall sell and assign to Purchaser, and Purchaser shall purchase and acquire from Seller at the Closing (as defined in Section 7.1 hereof) the assets referred to or described in this Section 1.1 and/or the Schedules contemplated hereby (the "Assets");

1.1.1. Tangible Personal Property. All rights and incidents of interest of Seller in and to all Store equipment, fixtures, furniture, signs, and other business related items,

in which Seller has any interest as of the Closing Date and which are located at the Store (the "Tangible Personal Property"), as listed on Schedule 1.1.1.

1.1.2. Intangible Property. All rights and incidents of interest of Seller in and to the marks, web pages, domain names, social media accounts, patents, copyrights, and intellectual property, associated with the Store.

1.1.3. Inventories. All rights and incidents of interest of Seller in and to inventories and supplies located at the Store, as of the Closing Date (the "inventories").

1.1.4. Miscellaneous Assets. Other supplies (in addition to those listed as part of the Inventories described in Section 1.1.3 hereof) and sundry items, including telephone numbers, keys, lock combinations, vender and dealer lists, and similar items relating to the operation of the Store.

1.1.5. Accounts Receivable and Assignment of Contracts. All accounts receivable and all contracts for the production and delivery of any product sold by the Store.

II. PURCHASE PRICE

2.1. Purchase Price. (a) In consideration of the transfer of the Assets and the other undertakings of Seller, including the assumption of liabilities as provided hereunder, Purchaser shall pay to Seller the sum of TEN DOLLARS (\$10.00) (the "Purchase Price").

III. ASSUMPTION OF LIABILITIES

3.1. Assumed Liabilities. It is expressly understood and agreed that Purchaser shall assume, and shall be responsible for, those liabilities and obligations as are described in this Section 3.1. Purchaser shall assume on the Closing Date, and thereafter in due course shall pay and fully satisfy, the liabilities and obligations relating to the

Store only as set forth below in subparagraphs (i) and (ii) of this Section 3.1 (such liabilities and obligations being referred to herein as the "Assumed Liabilities"):

(i) All liabilities and obligations arising or accruing on, or after the Closing Date (A) relating to the Store or the Assets, or its ownership or operation, and (B) under all contracts, leases, any accounts payable, and other agreements pertaining to the Store (the "Assumed Contracts"); and

(ii) Without limiting anything in subparagraph (i) above, all liabilities and obligations arising or accruing on or after the Closing Date for death, personal injury (including workers' compensation), property damage or other injury, damage or loss to, by or of any person or entity, any property or any right, relating to the Store or the Assets, or its operation, including, without limitation, any tort, breach of contract or violation of any statute, regulation or other law or requirement of any governmental agency.

(iii) Without limiting anything in subparagraph (i) and (ii) above, all liabilities listed on Schedule 3.1.

IV. REPRESENTATIONS, WARRANTIES AND CERTAIN COVENANTS

4.1. Representations, Warranties and Certain Covenants of Seller. Seller represents and warrants to and covenants with Purchaser as follows:

4.1.1. Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware.

4.1.2. Authorization and Effect of Agreement. Seller has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of Seller.

4.1.3. No Restrictions Against Sale of the Assets. The execution and delivery of this Agreement by Seller, and the performance by it of the transactions contemplated

hereby will not violate, conflict with, or result in a breach of the Certificate of Formation or Member Regulations of Seller, or any Law applicable to it.

4.1.4. Compliance with Laws. The Store has been, is and will be, from the date hereof through the Closing Date, conducted in substantial compliance with applicable laws ("Laws").

4.1.5. Title to and Condition of Tangible Personal Property. Seller has marketable title to all of the Tangible Personal Property free and clear of all liens, except for liens for taxes not due and payable, or that otherwise arise by operation of law. **ALL ITEMS OF THE TANGIBLE AND INTANGIBLE PERSONAL PROPERTY ARE BEING SOLD IN "AS IS" CONDITION.**

4.2. Representations, Warranties and Certain Covenants of Purchaser. Purchaser represents and warrants to and covenants with Seller as follows:

4.2.1. Organization and Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of Texas. Purchaser has all requisite corporate power and authority to own its properties and to conduct its business as presently conducted.

4.2.2. Authorization and Effect of Agreement. Purchaser has all requisite power and authority to enter into and to perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of Purchaser.

4.2.3. No Restrictions Against Purchase of the Assets. The execution and delivery of this Agreement by Purchaser, and the performance by it of the transactions contemplated hereby will not violate, conflict with or result in a breach of the Certificate of Formation or member regulations of Purchaser, or any Law applicable to it.

V. CERTAIN COVENANTS OF PURCHASER AND SELLER

Purchaser and Seller covenant and agree as follows:

5.1. Confidential Nature of Information. Whether or not the Closing shall occur, each of the parties hereto shall treat in confidence all documents, materials and other information which it shall have obtained regarding the other relating to this Agreement or the transactions contemplated hereby, and any parties that have been involved with Wizard Audio Industries, LLC and the Store.

5.2. Make No Material Change in the Store. Seller shall operate the Store until the Closing Date in the ordinary course.

5.3. Satisfaction of Conditions. Each of the parties hereto agrees to use its best efforts with due diligence and in good faith to satisfy promptly all conditions to the obligations of the parties' hereto in order to expedite the consummation of the transactions contemplated hereby.

VI. CONDITIONS PRECEDENT TO THE CLOSING

6.1. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser under this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived at the option of Purchaser:

6.1.1. No Misrepresentation or Breach of Covenants, Representations and Warranties. There shall have been no material breach by Seller in the performance of Seller's covenants herein, the representations and warranties of Seller contained or referred to in this Agreement shall be true and correct on the Closing Date.

6.1.2. Conveyancing Documents. There shall have been delivered to Purchaser by Seller bills of sale, assignments, lease assignments, and other sufficient instruments of transfer in connection with conveying and transferring to Purchaser title to the Assets.

6.1.3. Consents and Approvals. The consents, waivers and approvals necessary for the effective transfer, assignment and conveyance of the Assets shall have been given or obtained.

6.2. Conditions Precedent to Obligations of Seller. The obligations of Seller under this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived at the option of Seller.

6.2.1. No Misrepresentation or Breach of Covenants, Representations and Warranties. There shall have been no material breach by Purchaser in the performance of its covenants herein, the representations and warranties of Purchaser contained or referred to in this Agreement shall be true and correct on the Closing Date.

6.2.2. Consideration. Purchaser shall have delivered to Seller the Purchase Price in accordance with the terms of Section 2.1(a) hereof.

VII. CLOSING

7.1. The Closing. Subject to the fulfillment of the conditions precedent specified in Article VI hereof, the consummation of the transactions of purchase and sale contemplated hereby shall take place on or on such other date as mutually agreed by Seller and Purchaser (the "Closing Date"). The Closing shall take place at 109 Hwy. 110 S, Whitehouse, Texas 75791.

VIII. INDEMNIFICATION

Indemnification. (a) Purchaser and Seller (i) represent that they have not incurred any brokerage or finder's fees or agent's commissions or other similar charges to any person or entity which would result in liability, cost or obligation to the other or any affiliate of the other and (ii) agree to indemnify and save harmless the other from and

against any loss, cost, damage or expense (including court costs and reasonable attorneys' fees and expenses) resulting from any breach of such representation.

(b) From and after the Closing, Purchaser shall indemnify and save harmless Seller and its affiliates from and against any and all loss, cost, damage or expense of or to Seller or its affiliates (including court costs and reasonable attorneys' fees and expenses) resulting from or arising out of:

(i) Any breach of any representation, warranty, covenant or obligation of Purchaser contained in this Agreement; or

(ii) The Assumed Liabilities, to the extent that such liabilities did not arise from any bad faith acts of the seller.

IX. PRORATIONS AND EXPENSES

9.1. Exclusivity. Utility charges, rental charges, Real Property taxes, and personal property taxes, including without limitation, accruals or prepayments thereof (collectively called the "Proration Accounts"), shall be apportioned between Seller and Purchaser as of the Closing.

9.2. Other Taxes and Expenses. (a) All federal, state and municipal income, excise, federal and state withholding, Federal Insurance Contributions Act, federal employment and state unemployment taxes, license fees and other charges levied or imposed upon Seller will be borne and paid by Seller and all such taxes, fees and charges so levied or imposed upon Purchaser will be borne and paid by Purchaser.

(b) Except as otherwise provided by the Proration Accounts or this Agreement, each party will bear and pay its own expenses and taxes incurred in connection with the transactions referred to in this Agreement. Notwithstanding the foregoing, Purchaser shall

bear and pay in their entirety all registration, sales, transfer and recordation taxes, if any, payable by reason of the sale and conveyance of the Assets.

X. MISCELLANEOUS

10.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Purchaser and Seller;

(b) by Seller if the Closing shall not have occurred on or before July 1, 2018 unless extended by written agreement of the parties; or

(c) by either Purchaser or Seller if the other shall fail to fulfill any of its obligations hereunder that constitutes a condition precedent to the performance of the first party's obligations in accordance with the terms hereof.

In the event of termination of this Agreement under Section 10.1, each party hereto shall pay all of its own fees and expenses. There shall be no further liability hereunder on the part of any party hereto if this Agreement shall be so terminated, except by reason of a breach of this Agreement or any representation, warranty or covenant contained herein.

10.2. Remedies

10.2.1. Specific Performance. Because the liquidated damages provided to Seller in SECTION 10.2.2 below, are intended by Buyer and Seller as substitute performance by Buyer, in case of Buyer's breach hereunder, Seller agrees that it shall not be entitled to specific performance as a remedy under this Agreement.

10.2.2. LIQUIDATED DAMAGES. After endeavoring to estimate what Seller's actual loss would be in the event of Buyer's default, and as a material inducement to Buyer's execution hereof, BUYER AND SELLER AGREE THAT IT WOULD BE

IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN CASE OF BUYER'S DEFAULT, THAT 10% OF THE PURCHASE PRICE IS A REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SELLER MAY COLLECT SAID 10% UPON DEMAND. UPON PAYMENT OF SAID 10%, SELLER SELLER SHALL NO LONGER HAVE ANY CAUSE OF ACTION ARISING OUT OF BUYER'S BREACH OF THIS AGREEMENT.

10.3. Notices. All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, shall be deemed to have been duly given when delivered in person or when dispatched by telegram or electronic facsimile transfer, or sent by overnight mail to the addressees at the addresses specified below:

(a) If to Seller:

Wizard Audio Industries, LLC
109 Hwy. 110 S.
Whitehouse, Texas 75791

(b) If to Purchaser:

Noble Hifi, LLC
109 Hwy. 110 S.
Whitehouse, Texas 75791

or to such other address or addresses as any such party may from time to time designate as to itself by like notice.

10.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller, Purchaser, and their respective successors and assigns.

10.5. Modification and Waiver. No modification or waiver of any of the provisions of this Agreement shall be effective unless such modification or waiver shall be in writing and signed by the party or parties to be bound.

10.6. Entire Agreement. This Agreement (together with any Schedules and Exhibits hereto) supersedes any other agreement, whether written or oral, that may have been made or entered into by Purchaser or Seller relating to the matters contemplated hereby. This Agreement (together with any Schedules and Exhibits hereto) constitutes the entire agreement by and between the parties and there are no agreements or commitments except as expressly set forth herein.

10.7. Limitations on Rights of the Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

10.8. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Texas without giving effect to the principles of conflict of laws thereof. If any party seeks to enforce its rights under this Agreement by legal proceedings or otherwise, the non-prevailing party shall pay the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees.

10.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10.10. Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.11. Severability. If any provision or provisions of this Agreement, or any of the documents or instruments delivered pursuant hereto, or any portion of any provision hereof or thereof, shall be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof.

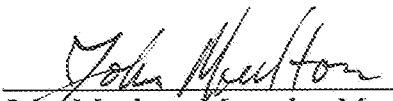
IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Agreement the day and year first above written.

SELLER:

PURCHASER:

Wizard Audio Industries, LLC

Noble HiFi, LLC

By: 
John Moulton, Managing Member

By: 
James Moulton, Managing Member

Schedule 1.1.1

Tangible Personal Property

All tools, equipment and inventory, including the following:

- Various box sleeves
 - Encore: 200
 - Katana: 250
 - Dulce: 385
 - Django: 375
 - Savanna: 375
 - Trident: 420
 - Sage: 250
- Various custom boxes
- 5 Django UIEM
- 2 Savanna UIEM
- Approximately 200 Velvet EDC's
- Approximately 800 Bell EDC's
- Heat tunnel
- Roland MDX-40A (approximately 4 years of usage)
- NextEngine 3d scanner (approximately 4 years of usage)
- used Mac computer
- used Lenova laptop
- various T-shirts
- various cables
- various materials used for making Prestige headphones
- various materials used for shows (used)
- heat shrink cutting tool
- various other packing tools and office supplies

Schedule 3.1

Additional Assumed Liabilities

Cool Audio	\$40,000.00
Knowles Malay	\$150,000.00
Knowles US	\$60,000.00
Maeden	\$112,521.00
Demi Creative	\$12,980.00
Bluevine	\$70,000.00

BILL OF SALE AND ASSIGNMENT

WIZARD AUDIO INDUSTRIES, LLC, (referred to as "Assignor"); and NOBLE HIFI, LLC ("Assignee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to the assets of Assignor related to all of the assets of WIZARD AUDIO INDUSTRIES, LLC pertaining to NOBLE AUDIO, and any business conducted by WIZARD AUDIO INDUSTRIES, LLC Said assigned assets include, but are not limited to:

- Any contracts or orders for products sold by WIZARD AUDIO INDUSTRIES, LLC, or NOBLE AUDIO;
- Leases/subscriptions;
- Phone numbers currently associated with WIZARD AUDIO INDUSTRIES, LLC or NOBLE AUDIO;
- Website nobleaudio.com and any variations thereof in any country;
- Associated email;
- Associated Facebook page, and any other similar social media accounts;
- All goods;
- All accounts, including but not limited to, credit card receivables, PayPal and Stripe accounts, or any other similar accounts;
- chattel of any kind;
- inventory;
- equipment, machinery, and office and warehouse equipment and computers;
- instruments, including but not limited to Promissory Notes;
- investment properties;
- documents
- deposit accounts;
- any copyrights, patents, or intellectual property; and
- proceeds and products of the foregoing.

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. If there is any conflict as to the terms of the Agreement and this Bill of Sale and Assignment, the terms of the Agreement shall prevail.

Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations with respect to the Assumed Contracts (other than the Third Party Leases) to the extent of obligations first accruing and applying to the period after the Effective Date (as defined below).

Except for such of Assignor's representations and warranties as are set forth in the Agreement, the Assets described hereinabove are transferred and conveyed **AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY (ALL OF WHICH ASSIGNOR DISCLAIMS) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN QUALITY, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING WITHOUT LIMITATION THOSE RELATING TO HEALTH, SAFETY OR THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING OR RELATING TO THE ASSETS.**

This Bill of Sale and Assignment is made in accordance with and is subject to the terms and conditions of the Agreement. In the event of a conflict between the terms of the Agreement and this Bill of Sale and Assignment, the terms of the Agreement shall control with respect thereto.

This Bill of Sale and Assignment shall be construed and enforced in accordance with the laws of Texas, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale and Assignment to be executed this 6th day of June, 2018 (the "Effective Date").

ASSIGNOR:

WIZARD AUDIO INDUSTRIES, LLC

By: 
John Moulton, Managing Member

ASSIGNEE:

NOBLE HIFI, LLC

By: 
James Moulton, Managing Member

**UNANIMOUS WRITTEN CONSENT OF MEMBERS
IN LIEU OF A SPECIAL MEETING**

June 6, 2018

WIZARD AUDIO INDUSTRIES, LLC

THE UNDERSIGNED, being all of the Members of WIZARD AUDIO INDUSTRIES, LLC, a Delaware Limited Liability Company organized and existing under the laws of the State of Delaware ("the Company"), who would be entitled to notice of a special meeting of the Members for the purpose of taking the action and adopting the resolutions set forth below, do hereby waive such notice, who also own 100% of the interest of the Company take the following action and adopt the following resolutions by unanimous written consent to action:

I, the undersigned MANAGING MEMBER of the company named above, HEREBY CERTIFY that the company, **WIZARD AUDIO INDUSTRIES, LLC**, is organized and existing under and by virtue of the laws of the state of Delaware as a limited liability company for profit, with its principal office at 109 Hwy. 110 S, Whitehouse, Texas 75791.

I FURTHER CERTIFY that at a meeting of the Members of the company, duly and regularly called and held on June 6, 2018, at which a quorum was present and voting, the following resolutions were adopted:

RESOLVED, that the Company sell, assign, and transfer all assets and certain liabilities of WIZARD AUDIO INDUSTRIES, LLC upon the terms and conditions set for in the Asset Purchase Agreement dated April 26, 2018.

FURTHER RESOLVED, that the Asset Purchase Agreement signed by Member John Moulton is hereby adopted and ratified by the Company.

FURTHER RESOLVED, that the Managing Member is hereby authorized to take all necessary steps to fulfill the terms of the Asset Purchase Agreement, including the execution of a Bill of Sale, and any other documents related to such Asset Purchase Agreement.

I FURTHER CERTIFY that the foregoing Resolutions now stand of record on the books of the Company; that they are in full force and effect and have not been modified in any manner whatsoever.

In testimony whereof, I have hereunto set my hand on June 6, 2018.

WIZARD AUDIO INDUSTRIES, LLC

By: 
John Thomas Moulton,
Managing Member

ATTEST: I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of WIZARD AUDIO INDUSTRIES, LLC, a Delaware Limited Liability Company; that, by unanimous written consent of all members of the Limited Liability Company, the above resolutions have been duly adopted; that said resolutions have been recorded in the minute books of the Company kept by me, are in accord with and pursuant to the Member Regulations, have not been amended, modified, superseded or revoked, and are now in full force and effect, to-wit:

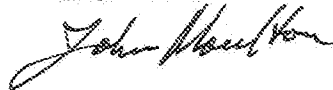

John Moulton, Managing Member

APPROVED

Name of Interest Holder

John Moulton

Signature



John Thomas Moulton 1,050 shares


John Thomas Moulton, Managing Member