

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784475

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|---|--|---------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VSM Agency, Inc. d/b/a Karst Media | | 04/01/2022 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Lifestyles CFL LLC | | |
| Street Address: | 2198 Four Winds Blvd. | | |
| City: | Kissimmee | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34746 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90723559 | LIFESTYLE | |
| Serial Number: | 90470789 | LIFESTYLE | |
| Serial Number: | 90723633 | LAKE NONA LIFESTYLE | |
| Serial Number: | 90723651 | WINTER PARK LIFESTYLE | |
| Serial Number: | 90723698 | CENTRAL FLORIDA LIFESTYLE | |
| Serial Number: | 90470786 | CENTRAL FLORIDA LIFESTYLE | |
| Serial Number: | 90723732 | WINDERMERE LIFESTYLE | |
| Serial Number: | 90723761 | HORIZON WEST LIFESTYLE | |
| Serial Number: | 90723683 | WINTER GARDEN LIFESTYLE | |
| Serial Number: | 97175973 | METROWEST LIFESTYLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5616596313 | | |
| <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: | 561-653-5000 | | |
| Email: | kendra.waterman@akerman.com | | |
| Correspondent Name: | Mark D. Passler, Akerman LLP | | |
| Address Line 1: | 777 S. Flagler Drive | | |
| Address Line 2: | Suite 1100, West Tower | | |

CH \$265.00 90723559

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|--|--------------------------------|
| Address Line 4: | West Palm Beach, FLORIDA 33401 |
| ATTORNEY DOCKET NUMBER: | 13171 (407230) |
| NAME OF SUBMITTER: | Mark D. Passler |
| SIGNATURE: | /Mark D. Passler/ |
| DATE SIGNED: | 02/03/2023 |
| Total Attachments: 5 source=VSM-Assignment#page1.tif source=VSM-Assignment#page2.tif source=VSM-Assignment#page3.tif source=VSM-Assignment#page4.tif source=VSM-Assignment#page5.tif | |

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement" or "agreement", dated and effective as of the 1st day of April 2022 (the "Effective Date") by and among VSM Agency, Inc. d/b/a Karst Media, a Florida for profit corporation (the "Seller") and Kristi Karst Gomen (the "Sole Shareholder"), and Lifestyles CFL LLC, a Florida Limited Liability Company (the "Buyer");

WITNESSETH:

WHEREAS, the Sole Shareholder owns all of the issued and outstanding shares of VSM Agency, Inc., which is in the business of marketing and selling advertisements for its branded and trademarked Lifestyle magazine and website (the "Business"); and

WHEREAS, upon and subject to the terms and conditions contained herein, the Seller desires to sell to Buyer, and Buyer desires to purchase from the Seller, certain of the assets of the Seller and the Buyer desires to accept and be subject to certain of the specifically enumerated liabilities of the Seller.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, and upon and subject to the terms and the conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Transfer of the Assets. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Seller agrees to sell, convey, assign, and transfer to Buyer, and Buyer agrees to purchase, accept and take from the Seller all of the assets, contracts, leases, properties and rights relating to or utilized in the Business, free and clear from all liens and encumbrances, except as otherwise hereinafter noted on Schedule 1.6, whether or not carried on the books and records of Seller and wherever located, including, without limitation the assets, contracts, leases, properties and rights set forth on Schedule 1.1(a) (the "Assets"), except for those assets, contracts, properties and rights if any that are set forth on Schedule 1.1(b) (the "Excluded Assets"). For avoidance of doubt, the Assets shall include the Seller's accounts receivable, subject to Net Working Capital (defined herein) adjustments as described in Section 3.20. The Assets shall include all right, title and interest of Seller in any and all intellectual property rights relating to or arising out of the Assets, including but not limited to all intellectual property listed on Schedules 3.6(a) and 3.6(b), including patents, copyrights, trademarks, trade names (and all variations thereof) and the goodwill related or associated thereto, as well as know-how and proprietary information and trade secrets related to the Assets. The intellectual property also shall consist of all licenses (together with any requisite consent to assign such licenses), books, records, documents, correspondence, manuals, accounting records, contract administration files, reports and analyses, computer software and computer database records, customer lists and prospective customer lists and related trade secrets, know-how, confidential and proprietary information that relates to the Assets. The Assets shall also include the amounts

REDACTED

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the date indicated on the first page hereof.

"Buyer":

Lifestyles CFL LLC

By: Waylon Krush
Waylon Krush
Member

By: _____
Kathryn Krush
Member

"Seller":

VSM Agency, Inc.

By: _____
Name: Kristi Karst Gomen
Title: Chief Executive Officer

"Sole Shareholder":

Kristi Karst Gomen

By: _____
Name: Kristi Karst Gomen
Title: Sole Shareholder

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the date indicated on the first page hereof.

"Buyer":

Lifestyles CFL LLC

By: _____
Waylon Krush
Member

"Seller":

VSM Agency, Inc.

By: Kristi Karst Gomen
Name: Kristi Karst Gomen
Title: Chief Executive Officer

"Sole Shareholder":

Kristi Karst Gomen

By: Kristi Karst Gomen
Name: Kristi Karst Gomen
Title: Sole Shareholder

SCHEDULE 3.6(a)

Intellectual Property

TRADEMARK Applications

Trademark Application Serial Number 90723559 -- LIFESTYLE
Trademark Application Serial Number 90470789 - LIFESTYLE
Trademark Application Serial Number 90723633 -- LAKE NONA LIFESTYLE
Trademark Application Serial Number 90723651 -- WINTER PARK LIFESTYLE
Trademark Application Serial Number 90723698 - CENTRAL FLORIDA LIFESTYLE
Trademark Application Serial Number 90470786 - CENTRAL FLORIDA LIFESTYLE
Trademark Application Serial Number 90723732 - WINDERMERE LIFESTYLE
Trademark Application Serial Number 90723761 -- HORIZON WEST LIFESTYLE
Trademark Application Serial Number 90723683 - WINTER GARDEN LIFESTYLE
Trademark Application Serial Number 97175973 - METROWEST LIFESTYLE

DOMAINS

www.centralfloridalifestyle.com
www.advertisewithlifestyle.com