

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789612

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900743760		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN GATE SOLUTIONS, INC.		11/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Exerscribe IP LLC		
Street Address:	172 Center Street		
Internal Address:	Suite 202		
City:	Jackson		
State/Country:	WYOMING		
Postal Code:	83001		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6095255	HIP HERO	
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:	855-705-6414		
Email:	ddavis@dbllawyers.com		
Correspondent Name:	Daniel Davis		
Address Line 1:	211 Church Street SE		
Address Line 4:	Leesburg, VIRGINIA 20175		
ATTORNEY DOCKET NUMBER:	54263		
NAME OF SUBMITTER:	Daniel Davis		
SIGNATURE:	/Daniel Davis/		
DATE SIGNED:	02/24/2023		
Total Attachments: 10			
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ASSET PURCHASE AGREEMENT

by and among

EXERSCRIBE IP LLC, as Buyer

and

Golden Gate Solutions, Inc., as Seller

dated as of November 4, 2021

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of November 4, 2021 (the “**Effective Date**”), is entered by and among Exerscribe IP LLC, a Wyoming limited liability company (“**Buyer**”) and Golden Gate Solutions, Inc., a Delaware corporation (“**Seller**”). Together, Buyer and Seller shall be referred to herein as the “**Parties**” or each, a “**Party**”.

RECITALS

WHEREAS, Seller owns certain Intellectual Property Assets listed on Exhibit A (“**Purchased Intellectual Property**”);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the Purchased Intellectual Property, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

I.1.Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

“**Amazon**” means Amazon.com, Inc. or any of its Affiliates.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York, United States of America are authorized or required by Law to be closed for business.

“**Dollars**” or “**\$**” means the lawful currency of the United States.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any

restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Intellectual Property” means any and all past, present, and future rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (**“Patents”**); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (registered and unregistered), together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (**“Trademarks”**); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (**“Copyrights”**); (d) internet domain names and social media account or user names (including **“handles”**), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, diagrams, drawings, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), ideas, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, formulas, designs, and other confidential and proprietary information and all rights therein (**“Trade Secrets”**); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, network configurations and architectures and other documentation thereof (**“Software”**); (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights of any kind and nature.

“Intellectual Property Assets” means all Intellectual Property and Intellectual Property Registrations that are owned by Seller and used or held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property or rights under Intellectual Property Agreements, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or

quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable **attorneys’** fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

II. PURCHASE AND SALE

II.1.Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller’s right, title and interest in and to, the Purchased Intellectual Property.

II.2.Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge any and all liabilities related to the Purchased Intellectual Property that arise on or after the Effective Date (“**Assumed Liabilities**”).

II.3.Purchase Price. The aggregate purchase price for the Purchased Intellectual Property (the “**Purchase Price**”) shall be [REDACTED]

II.4.Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Business ASCAs and Purchased ASINs for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the “**Allocation Schedule**”). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within forty-five (45) days following the Closing Date. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule.

III. CLOSING

III.1.Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall be effective as of 11:59 PM, eastern standard time, on the Effective Date (the “**Closing Date**”).

IV. COVENANTS

IV.1.Books and Records. In order to facilitate the resolution of any claims made against or incurred by Seller or Buyer prior to or subsequent to the Closing, or for any other reasonable purpose, for a period of five (5) years after the Closing, Buyer and Seller shall: (i) retain the Books and Records (including personnel files) relating to periods prior to and subsequent to the Closing in a manner reasonably consistent with the prior practices of the Parties; and (ii) upon reasonable notice, afford the other Party’s Representatives reasonable access (including the right to make photocopies), during normal business hours, to such Books and Records.

IV.2.Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Intellectual Property to Buyer.

IV.3.Acquired Assets. Seller has good and valid title to the Purchased Intellectual Property free and clear of any and all Encumbrances.

IV.4.Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

V. MISCELLANEOUS

V.1.Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

V.2.Prevaling Party Fees. In the event that any Party institutes any legal suit, action, or proceeding, including arbitration, against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys’ fees and expenses and court costs.

V.3.Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on Exhibit B.

V.4.Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

V.5.Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

V.6.Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

V.7.Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Exhibits, the statements in the body of this Agreement will control.

V.8.Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, *provided, however*, that prior to the Closing Date, Seller may, without the prior written consent of Buyer, assign all or any portion of its rights under this Agreement to one or more of its direct

or indirect wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

V.9.No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

V.10.Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

V.11.Governing Law. This Agreement including all exhibits and schedules attached hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware or any other jurisdiction).

V.12.Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in any United States federal court or state court located in the state of Delaware in the City of Dover and County of Kent and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. service of process, summons, notice, or other document by certified mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

V.13.Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH

PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 8.16.

V.14. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

V.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

V.16. Independent Legal Counsel. Buyer acknowledges, represents, and warrants that neither Seller nor any legal counsel retained by Seller has provided any legal, accounting or tax advice to Buyer, and that Seller and any legal counsel retained by Seller have encouraged Buyer to consult its own respective legal counsel as to legal, tax and other matters concerning the transactions contemplated by this Agreement. Buyer agrees and acknowledges that he has had the opportunity to seek advice of independent counsel prior to the execution of this Agreement and has either obtained such advice and counsel or deemed such advice and counsel not necessary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

BUYER:

Exerscribe IP LLC

By: DocuSigned by:
Kusha Karvandi
3C3F600681E0442...

Name: Kusha Karvandi

Title: Member

SELLER:

Golden Gate Solutions, Inc.

By: DocuSigned by:
Michael Fahey
455CC0D2559D43C...

Name: Michael Fahey

Title: Secretary

EXHIBIT A**PURCHASED INTELLECTUAL PROPERTY****(i) PATENTS:**

Patent Title	Status	Jurisdiction	Patent No.	Type	Filing Date
Hip Hero	Pending	US	App. No. 17249814	Utility	3/15/2021
Hip Hero	Issued	US	Pat. No. D905180	Design	1/24/2020

(ii)

(iii) REGISTERED TRADEMARKS:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Word or Design Mark</u>	<u>Reg. or App. No.</u>	<u>Next Due Date</u>
<u>HIP HERO</u>	<u>US</u>	<u>Word</u>	<u>U.S. Reg. No. 6095255</u>	<u>Jul. 07, 2026 (Last day Sec. 8 Dec. can be filed without surcharge)</u>

(iv)

(v) UNREGISTERED TRADEMARKS:

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
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