

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RevCascade, Inc.		09/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Commerce Fabric, Inc.		
Street Address:	113 Cherry Street		
Internal Address:	PMB 66768		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4936372	REVCASCADE	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	75197-9		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	04/07/2023		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT [REDACTED]

This ASSET PURCHASE AGREEMENT [REDACTED] is dated as of September 24, 2021 (the "Agreement"), by and between Commerce Fabric, Inc., a Delaware corporation ("Purchaser"), and RevCascade, Inc., a Delaware corporation ("Seller") (Purchaser and Seller are collectively referred to herein as the "Parties" and individually as a "Party"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings indicated in Section 1.1.

RECITALS

A. Seller is engaged in the Business and owns certain assets used in the conduct of the Business.

B. Seller desires to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser desires to purchase and assume from Seller, all of Seller's right, title and interest in and to the Transferred Asset [REDACTED] upon the terms and subject to the conditions specified in this Agreement.

C. The board of directors of Purchaser and the board of directors of Seller have approved and deemed it advisable and in the best interest of their respective stockholders for (i) Seller to sell, transfer and assign to Purchaser, and Purchaser to purchase from Seller, the Transferred Assets [REDACTED], and (iii) Seller and Purchaser to enter into this Agreement and consummate the transactions contemplated hereunder.

D. [REDACTED]

E. Concurrently with the execution and delivery of this Agreement, stockholders of Seller with sufficient voting power to constitute the Required Seller Stockholder Vote are delivering an executed written consent in the form attached hereto as Exhibit F (the "Form of Stockholders' Written Consent") approving the sale of substantially all of the assets of Seller in accordance with the terms of the transactions contemplated hereby.

F. [REDACTED]

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

[REDACTED]

[REDACTED]

“Indemnifying Party” shall have the meaning set forth in Section 9.4.

“Independent Accountant” shall mean a firm of independent accountants of national standing to which Seller and Purchaser mutually agree in writing.

“Intellectual Property” shall mean all of the following: (a) patents and applications therefor, utility models and applications therefor and statutory invention registrations (including any continuations, continuations-in-part, divisionals, reissues, renewals, foreign counterparts or modifications for any of the foregoing); (b) trade secret rights, rights in know-how and all other rights in or to confidential business or technical information (“Trade Secrets”); (c) copyrights in works of authorship of any type (including copyrights in software), mask work rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto; (d) trademarks, trade names, service marks, service names, trade dress rights, domain names, social media identifiers, URLs, IP addresses, IP address ranges and websites and similar designation of origin, in each case whether registered or unregistered, and all goodwill symbolized thereby and associated therewith (“Trademarks”); and (e) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

“IPO” shall mean Purchaser’s first underwritten public offering of shares of Purchaser Common Stock under the Securities Act.

“IRS” shall mean the United States Internal Revenue Service.

[REDACTED]

than 50% of the stock or other equity interests the holder of which is generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

“Tax” or “Taxes” shall mean any federal, state, local, non-U.S. or other income, alternative, minimum, accumulated earnings, personal holding company, franchise, unincorporated business, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, sales, use, excise, custom duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, real and personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, escheat, withholding, estimated or other similar tax, duty or other charge or assessment by a Governmental Authority or deficiencies thereof (including amounts imposed for failure to file or provide correct or timely information to any Governmental Authority or third parties) and any interest, penalties (including promoter penalties), additions to tax and additional amounts imposed by any Governmental Authority.

“Tax Return” shall mean any return, declaration, report, election, disclosure, form, estimated return and information statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

[REDACTED]

“Transaction Documents” shall mean this Agreement and the Bill of Sale, Assignment and Assumption Agreement.

[REDACTED]

“Transfer Taxes” shall have the meaning set forth in Section 6.7(a).

“Transferred Assets” shall mean the assets set forth in Exhibit C.

“Transferred Contracts” shall have the meaning set forth in Exhibit C.

[REDACTED]

“Transferred IT” shall have the meaning set forth in Exhibit C.

“Transferred Liabilities” shall mean the Liabilities set forth in Exhibit D.

[REDACTED]

ARTICLE II
PURCHASE AND SALE; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Transferred Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the Transferred Assets, free and clear of all Liens other than Permitted Liens. For the avoidance of doubt, the Transferred Assets shall not include the Excluded Assets.

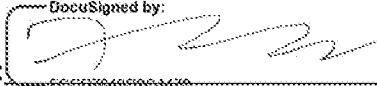
2.2 [REDACTED]

2.3 Consent to Assignment.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery of any Transferred Asset (including any Contract or Permit or any claim, right or benefit arising thereunder or resulting therefrom, in each case, included in the Transferred Assets) if any attempted sale, assignment, transfer, conveyance or delivery of such Transferred Asset (i) would constitute a breach or violation of any applicable Law (whether by operation of law or otherwise), (ii) would adversely affect the rights of Purchaser and its Affiliates thereunder, or (iii) if such Transferred Asset cannot be sold, assigned, transferred, conveyed or delivered without any Consent that has not been obtained (or does not remain in full force and effect) at the Closing (any such Transferred Asset, a "Deferred Asset"), unless and until (A) such Deferred Asset can be sold, assigned, transferred, conveyed or delivered in accordance with Section 2.1 without such breach, violation of Law or adverse effect on Purchaser's rights thereunder or (B) such Consent is obtained, at which time, in the case of clauses (A) and (B), and without the payment of any further consideration by any Person, such Deferred Asset and related Transferred Liability shall be deemed to be sold, assigned, transferred, conveyed or delivered in accordance with Section 2.1 and assumed in accordance with Section 2.3(a)2 and shall cease to be a Deferred Asset. With respect to any such Deferred Asset, Seller shall, for a reasonable period of time following the Closing (but not exceeding one year) (A) use its commercially reasonable efforts to obtain, or cause to be obtained, all Consents required to assign or

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed as of the date first above written.

COMMERCE FABRIC, INC.

DocuSigned by:
By:  _____

Name: Faisal Masud

Title: Chief Executive Officer

REVCASCADE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed as of the date first above written.

COMMERCE FABRIC, INC.

By: _____

Name: Faisal Masud

Title: Chief Executive Officer

REVCASCADE, INC.

DocuSigned by:

By:  _____
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Name: Josh Wexler

Title: CEO

Exhibit C

Transferred Assets

The "Transferred Assets" shall consist of Seller's right, title and interest in the following assets, whether tangible or intangible, real, personal or mixed, used in or related to the Business, other than the Excluded Assets:

(a) the goodwill of the Business;

(b) [REDACTED]

(c) [REDACTED]

(d) (i) all technology used in or to deliver Seller Products, including equipment, documentation, data, know and Software and all Seller Intellectual Property, including without limitation (A) Intellectual Property set forth on Section 4.15 of the Disclosure Schedules, (ii) all other intangible assets used in the Business, to the extent transferrable, and (iii) the right to enforce all Owned Intellectual Property in (i) and (ii) above and to obtain, establish, apply for, prosecute and register the same (collectively, the "Transferred IP") and all physical and tangible materials embodying the same;

(e) all corporate names (including "RevCascade") and corporate logos of Seller that are used in connection with the Business;

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]