

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VSM Agency, Inc. d/b/a Karst Media		04/01/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lifestyles CFL LLC		
<b>Street Address:</b>	2198 Four Winds Blvd.		
<b>City:</b>	Kissimmee		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34746		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97330651	COLLEGE PARK LIFESTYLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	561-653-5000		
<b>Email:</b>	kendra.waterman@akerman.com		
<b>Correspondent Name:</b>	Mark D. Passler, Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Drive		
<b>Address Line 2:</b>	Suite 1100, West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	13171-14 (407230)		
<b>NAME OF SUBMITTER:</b>	Mark D. Passler		
<b>SIGNATURE:</b>	/Mark D. Passler/		
<b>DATE SIGNED:</b>	05/15/2023		
<b>Total Attachments: 8</b>			
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement" or "agreement", dated and effective as of the 1<sup>st</sup> 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.

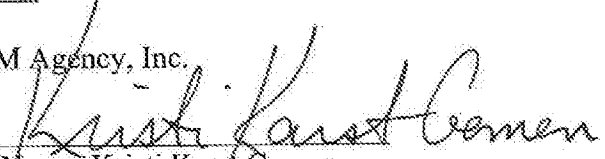
"Buyer":

Lifestyles CFL LLC

By: \_\_\_\_\_  
Waylon Krush  
Member

"Seller":

VSM Agency, Inc.

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

"Sole Shareholder":

Kristi Karst Gomen

By:   
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](http://www.centralfloridalifestyle.com)  
[www.advertisewithlifestyle.com](http://www.advertisewithlifestyle.com)

**FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "*Amendment*") is made effective as of April 1, 2022 ("*Effective Date*"), by and between Bon Voyage Holdings, Inc., a Florida corporation formerly known as VSM Agency, Inc. d/b/a Karst Media (the "*Seller*"), Kristi Karst Gomen (the "*Sole Shareholder*"), and Lifestyles CFL LLC, a Florida limited liability company (the "*Buyer*"). Seller, Sole Shareholder, and Buyer are collectively referred to herein as the "*Parties*" and each individually as a "*Party*."

**RECITALS:**

**WHEREAS**, the Parties are parties to that certain Asset Purchase Agreement, dated effective April 1, 2022 (the "*APA*"); and

**WHEREAS**, in accordance with Section 1.9 of the APA, Seller, formerly known as VSM Agency, Inc., amended its corporate name to Bon Voyage Holdings, Inc., but inadvertently caused the applicable Articles of Amendment to be filed and take effect prior to the Closing; and

**WHEREAS**, in light of the foregoing, the Parties desire to correct Seller's identity in the APA; and

**WHEREAS**, the Parties desire to revise and restate Schedule 3.6(a) in its entirety to correct an inadvertent omission.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Precedence; Definitions.** This Amendment shall be deemed part of but shall take precedence over and supersede any provisions to the contrary contained in the APA. All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the APA unless otherwise provided. When the term "APA" is used below, "APA" shall mean the APA, as amended by this Amendment.

**Amendments**

3. **Seller.** The "*Seller*" is hereby amended to Bon Voyage Holdings, Inc., a Florida corporation.
4. **Schedule 3.6(a).** Schedule 3.6(a) is hereby revised and restated in its entirety.

**End of Amendments**

5. **Ratification; Conflict; Time.** Except as specifically modified hereby, all of the provisions of the APA which are not in conflict with the terms of this Amendment shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the APA, this Amendment shall prevail.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be



an original; such counterparts, together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart.

7. **Complete Agreement.** This Amendment constitutes the entire agreement between the Parties with respect to the matters referred to herein. No modification of this Amendment shall be effective as between the Parties unless in writing and signed by the party against whom enforcement is sought.

**ACKNOWLEDGED AND AGREED TO** by each of the Parties as of the Effective Date:

**BUYER:**

**LIFESTYLES CFL LLC**

By:   
Waylon Krush  
Member

**SELLER:**

**BON VOYAGE HOLDINGS, INC.  
(F/K/A VSM AGENCY, INC.)**

By:   
Kristi Karst Gomen  
Chief Executive Officer

**SOLE SHAREHOLDER:**

  
Kristi Karst Gomen

SCHEDULE 3.6(a)

Intellectual Property

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Trademark Application Serial Number 97330651 - COLLEGE PARK LIFESTYLE

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