

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pomchies, LLC		05/05/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CBC Group, Inc.		
Street Address:	5226 S 31st Place		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90487424	P	
Serial Number:	85314970	AMERICA'S FAVORITE FUN ACCESSORY!	
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:	6234449791		
Email:	apopham@pophamlawgroup.com		
Correspondent Name:	Amy J Popham		
Address Line 1:	12725 W Indian School Rd Ste E101		
Address Line 4:	Avondale, ARIZONA 85392		
NAME OF SUBMITTER:	Amy J Popham		
SIGNATURE:	/Amy J Popham/		
DATE SIGNED:	06/29/2023		
Total Attachments: 3			
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ASSET PURCHASE AGREEMENT

May 5, 2022

PARTIES

Seller: Pomchies, LLC, an Arizona limited liability company

Member: Heather Clark

Buyer: CBC Group, Inc., an Arizona corporation

PRELIMINARY STATEMENT

- A. Seller owns and operates a business at 1403 West 10th Place Suite B-120 Tempe, AZ 85281, which purchases and sells a variety of hair, gift, and travel products to consumers, retailers and wholesalers (the "Business").
- B. Member is the sole manager and member of Seller.
- C. Seller desires to sell certain assets identified in this Agreement to Buyer, and Buyer wishes to buy such assets, all according to the terms and conditions set forth below.

AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of May 5, 2022 by and among the Parties. Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties affirm and incorporate the Preliminary Statement into this Agreement, and further agree as follows:

1. Conveyance of Assets and Liabilities.

1.1 On or about the Closing Date, as defined in Section 4, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interests in the following assets listed herein (collectively referred to as the "Purchased Assets"), unless expressly stated in Section 2 as Excluded Assets:

- a. All finished goods, work-in-process, and raw materials inventory (located both in Arizona and Vietnam) of the Business at Closing (the "Inventory").
- b. All phone and fax numbers, web sites, URLs and social media accounts of Seller and all related credentials for such used in connection with the Business, including, but not limited to, the website www.pomchies.com, along with all website content, images, lists, codes.
- c. All customer and vendor lists, files, databases, UPC bar codes, and related documentation containing the names, billing and shipping addresses and email address(es), contact numbers or other pertinent information of all current customers and vendors for the Business.
- d. All rights, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States

of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used or held for use in the Business, including but not limited to U.S. Registration Number 4,160,107 and U.S. Registration Number 6,460,009 (the "Trademarks"), and all right, title, and interest in and to all copyrights, and registrations and applications for such copyrights, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used for or associated with the Business (the "Copyrights"), trade dress, logos, trade secrets, know-how (together with Trademarks and Copyrights, collectively referred to as the "Intellectual Property") together with any and all goodwill associated with such Trademarks and Copyrights.

e. All other assets, unless expressly stated in Section 2 as Excluded Assets, including, without limitation, all of the licenses, permits, certifications and authorizations relating to the Business; all books and records pertaining or related to the operation of the Business or maintenance of the Purchased Assets, provided that Seller may keep a copy for its tax records; all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to the Purchased Assets; production materials and processes, trade secrets, proprietary information, catalogs, product designs, styles, technologies, inventions, know-how, formulae, processes, databases, procedures, research records, test information, software and software documentation, source and object code, promotional and marketing materials, catalogs, sales materials, customer and dealer records, market surveys, marketing know-how, research and technical information, patents, all other assets and properties of every nature whatsoever, tangible and intangible, and wherever located, used or held for use in connection with the Business, including all goodwill of the Business, unless expressly excluded as defined in Section 2.

1.2 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities arising out of or relating to the Purchased Assets on or after the Closing (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities for (A) Taxes relating to the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date and (B) Taxes for which Buyer is liable; and

(b) all other Liabilities arising out of or relating to Buyer's ownership of the Purchased Assets on or after the Closing.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

2. Excluded Assets and Liabilities.

2.1 Notwithstanding the provisions of Section 1, it is agreed that certain assets shall be excluded from this transaction (the "Excluded Assets"), including:

(a) All cash, marketable securities, prepaid investments, deposit accounts, insurance and tax refunds, and life insurance policies.


In Witness Whereof, the parties have executed this Agreement as of May 5, 2022.

Seller:

Pomchies, LLC, an Arizona limited liability company

By: 

Heather Clark, its Manager

Member: 

Heather Clark

Buyer:

CBC Group, Inc., an Arizona corporation

By: 

Paul DiGiovanni, its President