

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swap O Rama Inc.		04/15/2021	Corporation:
RECEIVING PARTY DATA			
Name:	PLUTUS SWAP-O-RAMA LLC		
Street Address:	1132 SOUTH WABASH		
Internal Address:	SUITE 201		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60605		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2988740	SWAP-O-RAMA	
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:	3126671357		
Email:	TM@LLFLEGAL.COM		
Correspondent Name:	John L. Ambrogi		
Address Line 1:	55 W. MONROE ST.		
Address Line 2:	SUITE 1100		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	37473-0002		
NAME OF SUBMITTER:	John L. Ambrogi		
SIGNATURE:	/John L. Ambrogi/		
DATE SIGNED:	11/28/2023		
Total Attachments: 5			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of ____ April 15 ____, 2021, is entered into among SWAP O RAMA, INC., a Delaware corporation (“**Swap O Rama**”), LEONIAN HOLDINGS, INC., an Illinois corporation (“**Holdings**”), each of the direct or indirect subsidiaries of Swap O Rama and/or Holdings (collectively, the “**Subsidiaries**” and together with Swap O Rama and Holdings collectively, the “**Sellers**” and each individually, a “**Seller**”), and Plutus Swap-O-Rama, LLC, an Illinois limited liability company, or its nominees (“**Buyer**”).

WHEREAS, Sellers are engaged in the business of owning and operating flea markets (the “**Business**”);

WHEREAS, Swap O Rama and Holdings collectively own, directly or indirectly, 100% of the issued and outstanding capital stock or other equity interest, as applicable, of each of the Subsidiaries;

WHEREAS, Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from Sellers, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, Sellers are selling, and Buyer is purchasing, all of Sellers’ right, title and interest in, to and under the Owned Real Property (as defined herein) pursuant to a separate purchase and sale agreements dated as of the date hereof between the parties (each a “**PSA**”, and collectively, the “**PSAs**”).

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:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

“**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, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Bill of Sale and Assignment and Assumption Agreement**” has the meaning set forth in Section 3.02(a)(i).

“**Business**” has the meaning set forth in the recitals.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Chicago, Illinois are authorized or required by Law to be closed for business.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer Closing Certificate**” has the meaning set forth in Section 7.03(d). “**Closing**” has the meaning set forth in Section 3.01.

“**Closing Date**” has the meaning set forth in Section 3.01.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” means the confidentiality agreement or non-disclosure agreement entered into between Buyer and Swap O Rama.

“**Direct Claim**” has the meaning set forth in Section 8.05(c).

“**Disclosure Schedules**” means the Disclosure Schedules delivered concurrently with the execution and delivery of this Agreement.

“**Drop Dead Date**” has the meaning set forth in Section 9.01(b)(i).

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**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.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Holdings**” has the meaning set forth in the preamble.

“**Indemnified Party**” has the meaning set forth in Section 8.05.

“**Indemnifying Party**” has the meaning set forth in Section 8.05.

“**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.

Section 4.01 Organization of Sellers. Each of the Sellers is, or will be as of the Closing, a corporation, limited liability company or other organization duly organized, validly existing and in good standing under the Laws of the state of Delaware, Illinois or Florida, as applicable, and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted.

Section 4.02 Authority of Sellers. Each of the Sellers has, or will have as of the Closing, all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of the Sellers of this Agreement and any other Transaction Document to which such Seller is a party, the performance by such Seller of its obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been, or will be as of the Closing, duly authorized by all requisite corporate action on the part of such Seller. This Agreement has been duly executed and delivered by each of the Sellers, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.03 No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

Section 4.04 No Other Representations and Warranties. Except for the representations and warranties contained in this ARTICLE IV (including the related portions of the Disclosure Schedules), neither Sellers nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Sellers, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including any information, documents or material made available to Buyer, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

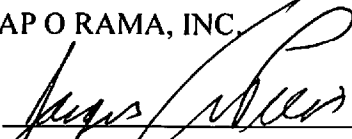
Buyer represents and warrants to Sellers that the statements contained in this ARTICLE V are true and correct in all material respects as of the date hereof.

Section 5.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SELLERS:

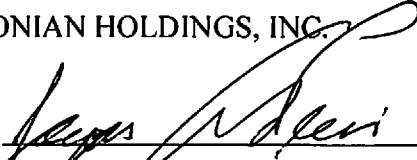
SWAP O RAMA, INC.

By:  _____

Name: Jacques Preis

Title: Director

LEONIAN HOLDINGS, INC.

By:  _____

Name: Jacques Preis

Title: Director

BUYER:

PLUTUS SWAP-O-RAMA, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SELLERS:

SWAP O RAMA, INC.

By: _____

Name:

Title:

LEONIAN HOLDINGS, INC.

By: _____

Name:

Title:

BUYER:

PLUTUS SWAP-O-RAMA, LLC

By: James P. Auger

Name: JAMES AUGER

Title: MANAGER