

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855465

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900814992

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Play Tents, Inc.		03/31/2022	Corporation:

RECEIVING PARTY DATA

Name:	Stansport, LLC
Street Address:	8945 W RUSSELL RD
Internal Address:	SUITE 200
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89148
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4199805	STANSPORT SINCE 1949
Registration Number:	5386630	STANSPORT
Registration Number:	4199782	STANSPORT SINCE 1949
Registration Number:	5375370	STANSPORT
Registration Number:	4199804	STANSPORT SINCE 1949
Registration Number:	4199803	STANSPORT SINCE 1949
Registration Number:	4199781	STANSPORT SINCE 1949
Registration Number:	4199780	STANSPORT SINCE 1949
Registration Number:	4998410	STANSPORT SINCE 1949
Registration Number:	4195766	STANSPORT SINCE 1949
Registration Number:	4988861	STANSPORT SINCE 1949
Registration Number:	5384834	STANSPORT
Registration Number:	5386631	STANSPORT
Registration Number:	5386632	STANSPORT
Registration Number:	4199779	STANSPORT SINCE 1949
Registration Number:	5386628	STANSPORT
Registration Number:	5375372	STANSPORT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5375382	STANSPORT
Registration Number:	5375383	STANSPORT
Registration Number:	5386629	STANSPORT
Registration Number:	5386627	STANSPORT
Registration Number:	5375371	STANSPORT
Registration Number:	5375384	STANSPORT
Registration Number:	3004807	SHOTHELL
Registration Number:	3892316	TUFF STOVE
Registration Number:	3610879	BLACK GRANITE
Registration Number:	4513954	AUTUMN SUN FOODS
Registration Number:	4015964	POLYWARE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3109097440

Email: aclaybon@messner.com

Correspondent Name: Allan Claybon

Address Line 1: 7250 NORTH 16TH STREET

Address Line 2: SUITE 410

Address Line 4: PHOENIX, ARIZONA 85020

ATTORNEY DOCKET NUMBER:	13041.0009
NAME OF SUBMITTER:	Allan Claybon
SIGNATURE:	/abc/
DATE SIGNED:	11/22/2023

Total Attachments: 10

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ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement") is made effective as of the 31st day of March, 2022 (the "Effective Date"), by and among **PREISLER HOLDINGS, INC.**, a California corporation (the "HoldCo"), **PACIFIC PLAY TENTS, INC.**, a California corporation ("PPT") and **VICTOR PREISLER AND STACEY PREISLER, TRUSTEES OF THE PREISLER FAMILY TRUST DATED DECEMBER 15, 2004** ("Preisler," collectively with HoldCo and PPT referred to herein as "Seller") and **STANSPORT, LLC**, a Nevada limited liability company ("Buyer").

RECITALS

- A. WHEREAS, Pacific Play Tents, Inc. ("PPT") and Standard Sales, Inc., operating as Stansport ("SSI," referred to collectively PPT as the "Entities"). The Entities are engaged in certain commercial operations in the recreational industry (the "Business"). Preisler controls the Entities and owns 100% of the shares of each individual Entity; and
- B. WHEREAS, prior to the Reorganization (as defined below), SSI (the "Predecessor Corporation") was a California corporation wholly-owned by Preisler; and
- C. WHEREAS, prior to the date hereof, the following transactions were consummated (collectively, the "Reorganization"): (i) Preisler formed HoldCo and contributed one hundred percent (100%) of the stock of the Predecessor Corporation to HoldCo (the "Contribution"), (ii) HoldCo duly elected to treat the Predecessor Corporation as a "qualified Subchapter S subsidiary" pursuant to Section 1361(b)(3)(B) of the Code effective as of the date of the Contribution (the "Q-Sub Election"), and (iii) after the Contribution and prior to the date hereof, HoldCo caused the Predecessor Corporation to be converted from a California corporation into a California limited liability company named Standard Sales, LLC (the "QSub") (the "Conversion");
- D. WHEREAS, Preisler owns 100% of the membership interests in the HoldCo and HoldCo owns 100% of the membership interests in QSub; and
- E. WHEREAS, Buyer wishes to acquire from Seller (a) 100% of the membership interests in the QSub (the "Interests") in the manner set forth below; and (b) 100% of the Assets of PPT; (c) all rights to the Business and all assets necessary in the operation of the Entities thereof as set forth herein; and
- F. WHEREAS, upon Closing hereof, Buyer shall own 100% of the Interests in QSub along with 100% of the Assets of PPT.

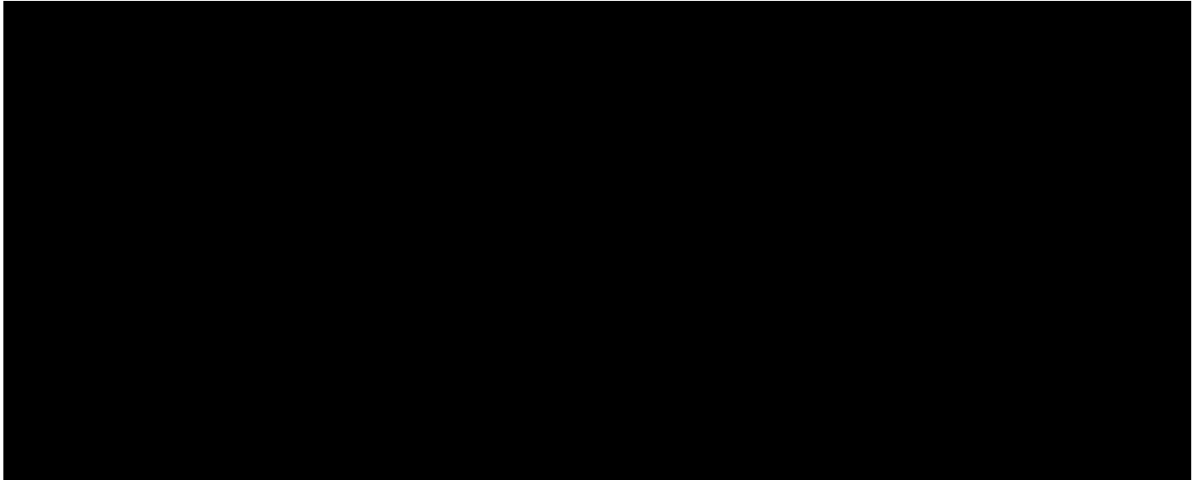
NOW THEREFORE, for good and valuable consideration as set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE I SALE OF MEMBERSHIP INTERESTS IN THE COMPANY

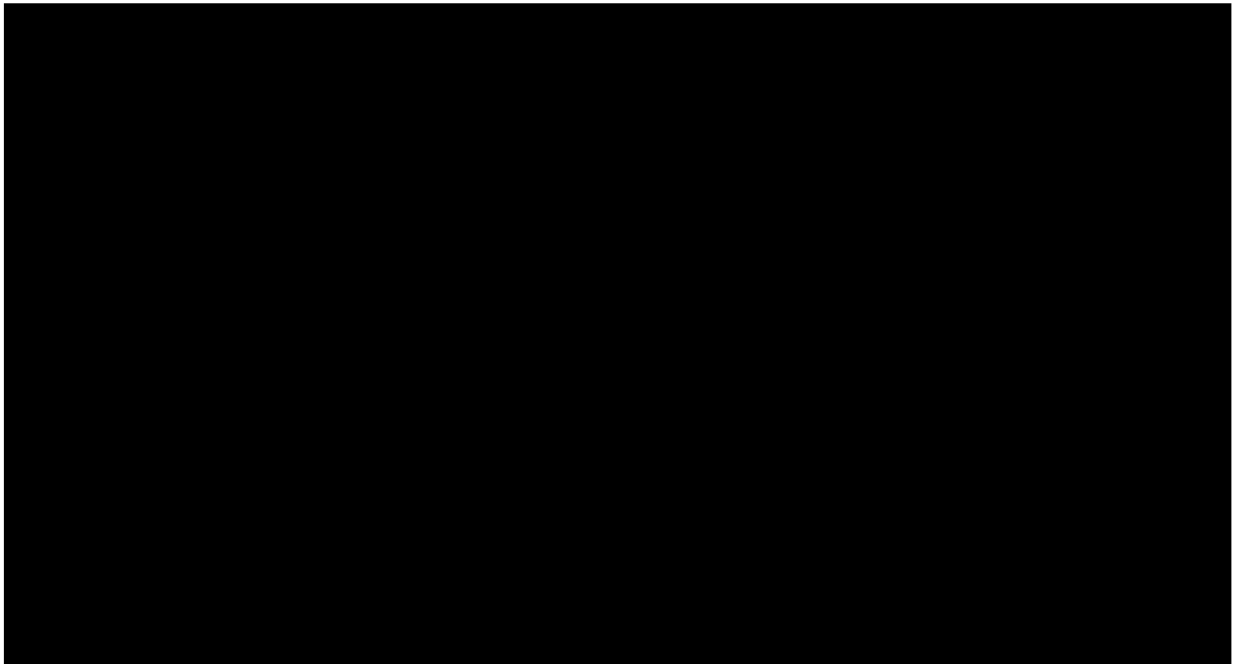
Section 1.1 Sale of Membership Interests of HoldCo. Subject to the provisions of this Agreement, and in exchange for the Purchase Price below, at Closing the HoldCo shall (a) sell, transfer and deliver to Buyer all of Seller's rights, title and interest in and to its 100% ownership interest in and to the QSub (with 75% of the Interests being transferred for the Purchase Price and the remaining 25% in exchange for 25% of the membership interests in Buyer as outlined in Section 3.1 hereinbelow), including

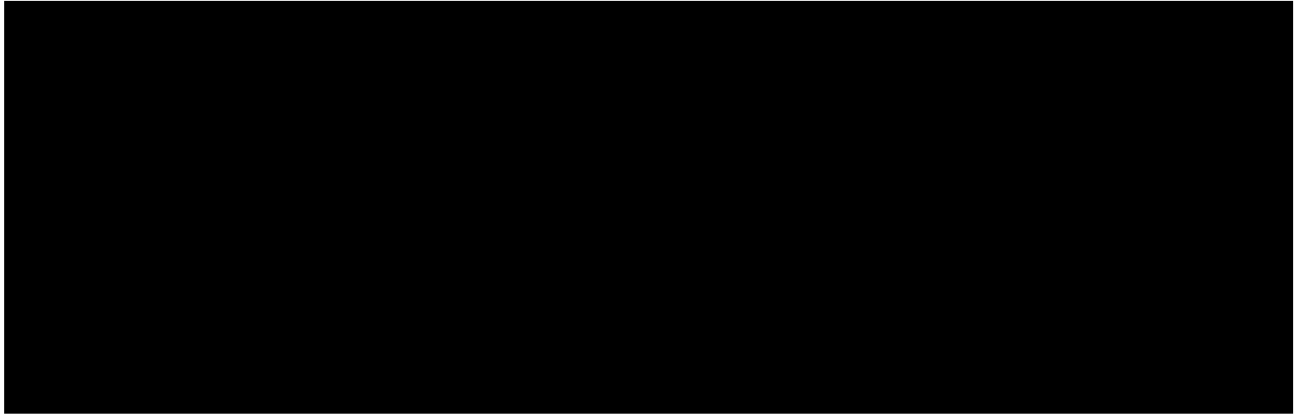
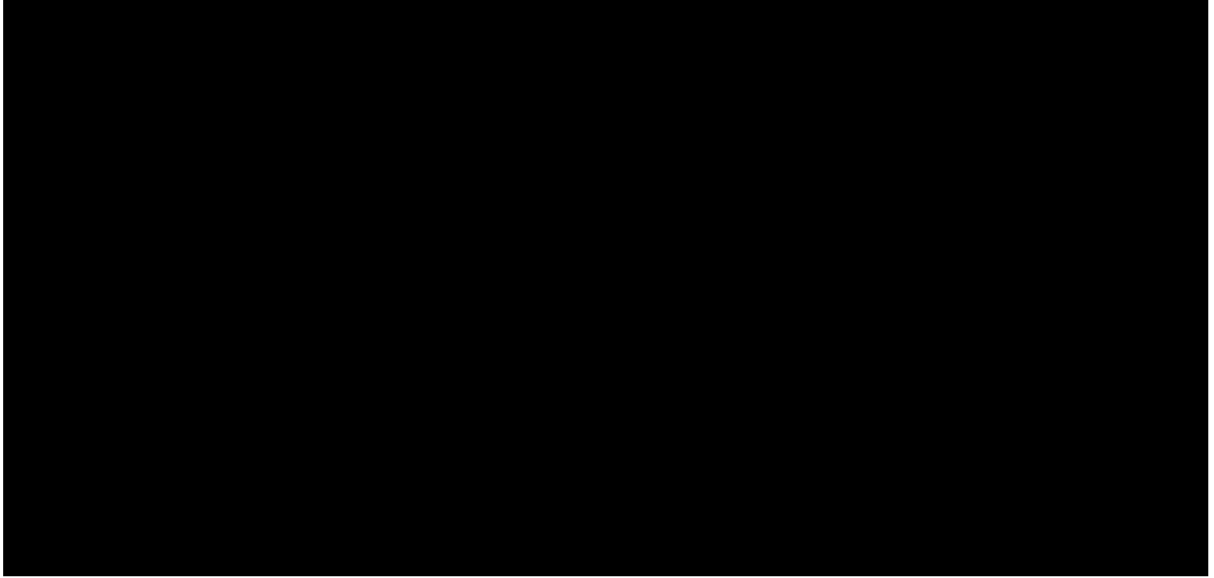
the Interests and any capital account Seller may have in the QSub; (b) Seller's right to share in the profits and losses of the QSub; (c) Seller's right to receive distributions of profits from the QSub, and (d) any and all voting and information rights attributable to the Interest, all of which shall be conveyed free and clear of any pledge, lien, chare, security interest, mortgage, claim or other encumbrance (each, an "Encumbrance").

Section 1.2 **Transfer of HoldCo Ownership.** As a result of the sale of the Interests set forth in Section 1.1 hereinabove, Buyer shall be the 100% owner of QSub, and Qsub will control all right, title and interest in and to tangible and intangible assets and properties of QSub used or useful in connection with its operation of the Business prior to the Reorganization, including:



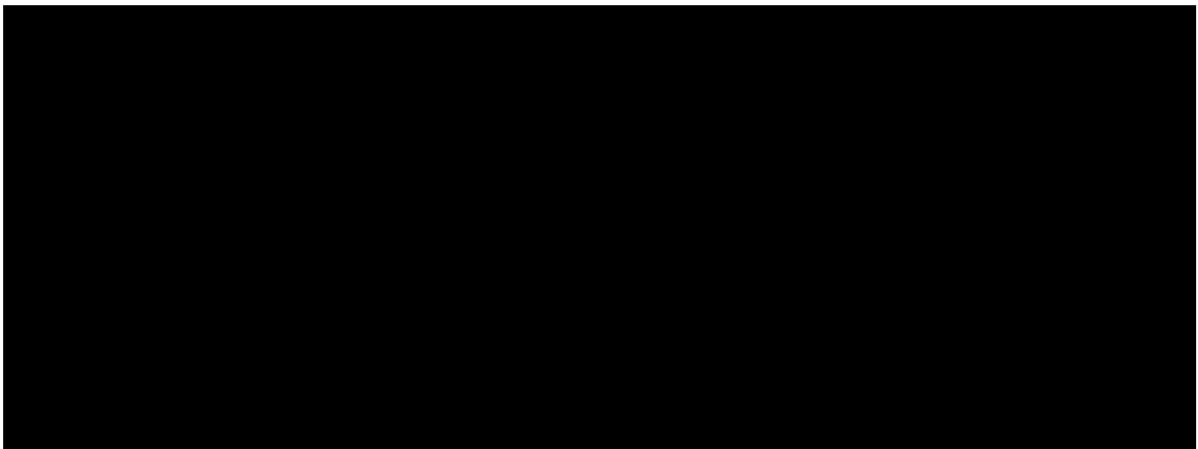
D. Intellectual Property. All intellectual property utilized in the operation of the Business, including, but not limited to, all trademarks, tradenames, service marks, logos, registrations, patents, websites, engineering data, databases, systems, designs, computer hardware and software, know-how, social media accounts, domain addresses, email servers and addresses, trade names, patents, licensing agreements, etc. as referenced on Schedule 1.1(D);





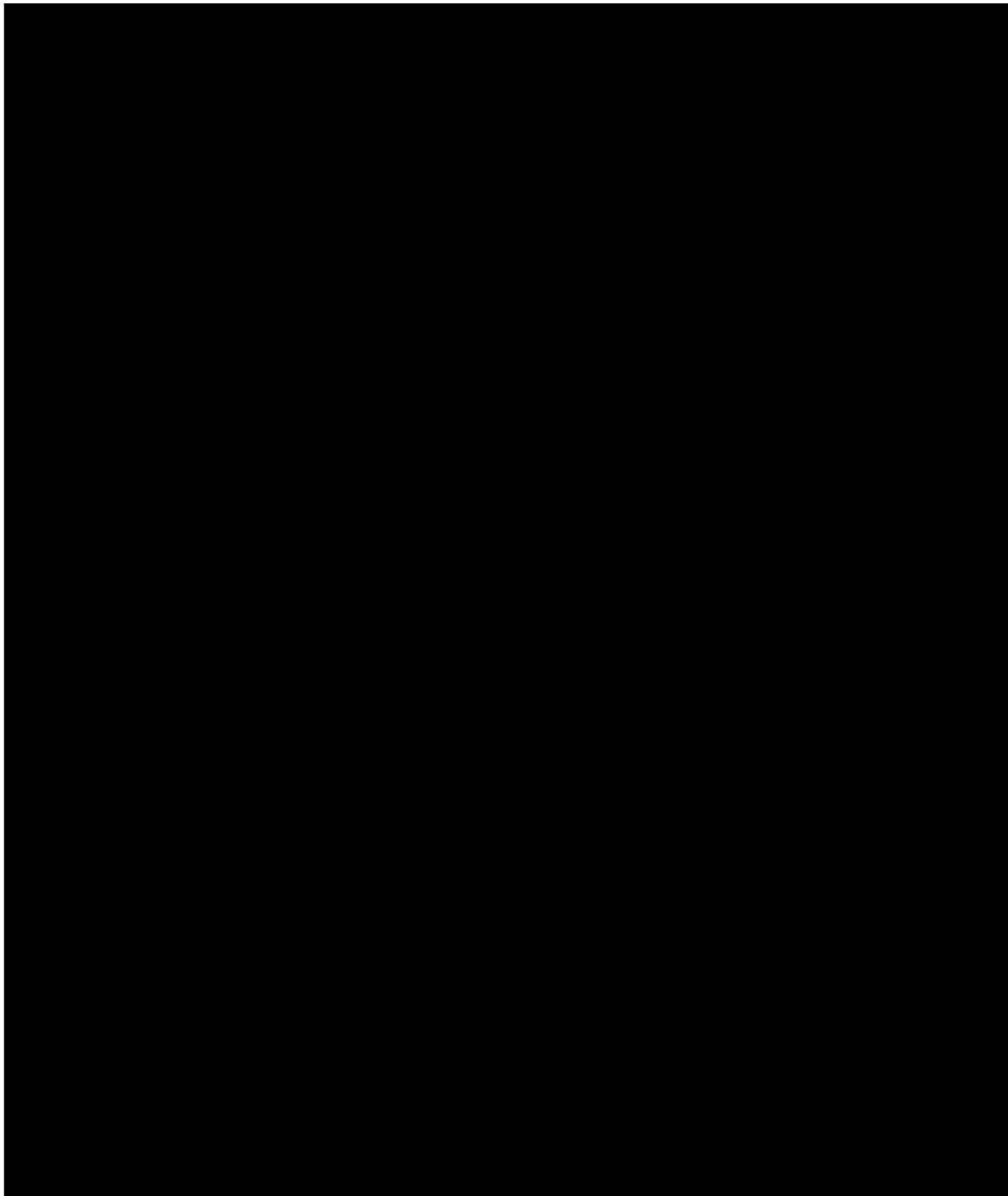
**ARTICLE II
SALE OF PPT ASSETS**

Section 2.1 **Sale of Assets of PPT.** Subject to the provisions of this Agreement, PPT shall sell, convey, assign and transfer to Buyer, and Buyer shall purchase from PPT, all of PPT's right, title and interest in and to tangible and intangible assets and properties of PPT used or useful in connection with operation of the Business by PPT, including those as follows:





D. Intellectual Property. All intellectual property utilized in the operation of the PPT, including, but not limited to, all trademarks, tradenames, service marks, logos, registrations, patents, websites, engineering data, databases, systems, designs, computer hardware and software, know-how, social media accounts, domain addresses, email servers and addresses, trade names, patents, licensing agreements, etc. as referenced on Schedule 2.1(D).



[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have made and delivered this Agreement as of the day first above written.

SELLER:

PREISLER HOLDINGS, INC.

DocuSigned by:
Victor Preisler
By: _____
372215051610432...
Name: Victor Preisler
Title: President

PACIFIC PLAY TENTS, INC.

DocuSigned by:
Victor Preisler
By: _____
372215051610432...
Name: Victor Preisler
Title: President

VICTOR PREISLER AND STACEY PREISLER,
TRUSTEES OF THE PREISLER FAMILY TRUST
DATED DECEMBER 15, 2004

DocuSigned by:
Victor Preisler
By: _____
372215051610432...
VICTOR PREISLER, an individual

DocuSigned by:
Stacey Preisler
By: _____
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STACEY PREISLER, an individual

BUYER:

STANSPORT, LLC

DocuSigned by:
HOWARD BRAND
By: _____
B78654C1EEFB47E...
Name: Howard Brand
Title: Manager

Schedule 1.1(D)
Intellectual Property

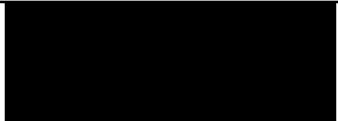



Trademark & Wordmark Registrations

<u>Trademark</u>	<u>Int. Cl.</u>	<u>Geography</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
	22	United States	4199805	8/28/2012	Standard Sales, Inc.
 stansport	21	United States	5386630	1/23/2018	Standard Sales, Inc.
	22	United States	4199782	8/28/2012	Standard Sales, Inc.
STANSPOET	21	United States	5375370	1/9/2018	Standard Sales, Inc.
	21	United States	4199804	8/28/2012	Standard Sales, Inc.
	20	United States	4199803	8/28/2012	Standard Sales, Inc.
	21	United States	4199781	8/28/2012	Standard Sales, Inc.
	20	United States	4199780	8/28/2012	Standard Sales, Inc.
	18	United States	4998410	7/12/2016	Standard Sales, Inc.
	11	United States	4195766	8/21/2012	Standard Sales, Inc.
	18	United States	4988861	6/28/2016	Standard Sales, Inc.
STANSPOET	18	United States	5384834	1/23/2018	Standard Sales, Inc.

 stansport	24	United States	5386631	1/23/2018	Standard Sales, Inc.
 stansport	25	United States	5386632	1/23/2018	Standard Sales, Inc.
	11	United States	4199779	8/28/2012	Standard Sales, Inc.
 stansport	18	United States	5386628	1/23/2018	Standard Sales, Inc.
STANSPORT	22	United States	5375372	1/9/2018	Standard Sales, Inc.
STANSPORT	25	United States	5375382	1/9/2018	Standard Sales, Inc.
STANSPORT	24	United States	5375383	1/9/2018	Standard Sales, Inc.
 stansport	20	United States	5386629	1/23/2018	Standard Sales, Inc.
 stansport	11	United States	5386627	1/23/2018	Standard Sales, Inc.
STANSPORT	18	United States	5384834	1/23/2018	Standard Sales, Inc.
STANSPORT	20	United States	5375371	1/9/2018	Standard Sales, Inc.
STANSPORT	11	United States	5375384	1/9/2018	Standard Sales, Inc.
SHOT SHELL	N/A	United States	3004807	10/4/2005	Standard Sales, Inc.
TUFF STOVE	11	United States	3892316	12/21/2010	Standard Sales, Inc.
BLACK GRANITE	21	United States	3610,879	4/28/2009	Standard Sales, Inc.
AUTUMN SUN FOODS	29	United States	4513954	4/15/2014	Standard Sales, Inc.
POLYWARE	21	United States	4015964	8/23/2011	Standard Sales, Inc.

Schedule 2.1(D)
Intellectual Property

Trademark & Wordmark Registrations

<u>Trademark</u>	<u>Int. Cl.</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
	24	United States	5879145	10/8/2019	Pacific Play Tents, Inc.
	28	United States	3264727	7/17/2007	Pacific Play Tents, Inc.
	28	United States	5879144	10/8/2019	Pacific Play Tents, Inc.
PACIFIC PLAY TENTS	28	United States	3294364	6/5/2007	Pacific Play Tents, Inc.
	20 and 28	United States	4487812	2/25/2014	Pacific Play Tents, Inc.



BILL OF SALE

This BILL OF SALE (this “Bill of Sale”), dated as of March 31, 2022 (“Effective Date”), is delivered by PACIFIC PLAY TENTS, INC. a California corporation (the “Company” or “Seller”), to and for the benefit of STANSPORT, LLC, a Nevada limited liability company (“Buyer”), pursuant to that certain Acquisition Agreement (“Agreement”) between Seller and Buyer.

Seller, pursuant to the terms of the Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, and as contemplated in the Agreement, to which Buyer and Seller are parties, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, and Buyer hereby purchases, accepts and acquires from Seller, effective as of the Effective Time, all of Seller’s right, title and interest in all of the assets of the Company including, but not limited to all, accounts receivable, inventory, machinery, and equipment, marketable securities, engineering data, databases, systems, designs, computer hardware and software, records, work in process, contracts, backlog, know-how, company name, operating and equipment leases, licenses, permits, franchises, Intellectual Property (such as, but not limited to patents, trademarks, licensing agreements, etc.) and all other intangible and all tangible property (“Assets”) as otherwise identified in the Agreement.

TO HAVE AND TO HOLD all of the Assets hereby sold, transferred, assigned, conveyed and delivered unto Buyer to its and their own use and behalf forever;

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller in its name and stead, or otherwise, by and on the behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Assets hereby sold, assigned, transferred, conveyed and delivered, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Seller or otherwise, but at the expense and for the benefit of Buyer any and all proceedings at law, in equity, or otherwise, which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assets hereby sold, assigned, transferred, conveyed and delivered, and to defend or compromise any and all actions, suits or proceedings in respect of any of the Assets, and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason;

AND, for the consideration aforesaid, Seller covenants and agrees to warrant the sale, transfer, assignment, conveyance, grant and delivery of the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer’s title to the Assets and, at the written request of Buyer, to execute and deliver such further instruments of transfer and assignment and take such other action as Buyer may reasonably request to transfer and assign to and vest in Buyer each of the Assets.

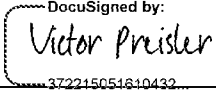
AND, this Agreement shall be governed by the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer and shall be binding upon Seller.

IN WITNESS WHEREOF, Seller has executed and delivered this instrument as of the date first written above.

Seller:

PACIFIC PLAY TENTS, INC.

By:  _____
Name: Victor Preisler