

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acquisition Agreement		
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: 5			
Property Type	Number	Word Mark	
Registration Number:	5879145	PACIFIC PLAY TENTS	
Registration Number:	3264727	PACIFIC PLAY TENTS	
Registration Number:	5879144	PACIFIC PLAY TENTS	
Registration Number:	3294364	SHOPBISTRO	
Registration Number:	4487812	PACIFIC PLAY TENTS	
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>			
Email:	ipinbox@messner.com, amullarkey@messner.com		
Correspondent Name:	MESSNER REEVES LLP		
Address Line 1:	7250 N. 16TH STREET, SUITE 410		
Address Line 4:	PHOENIX, ARIZONA 85020		
ATTORNEY DOCKET NUMBER:	13041.0009		
NAME OF SUBMITTER:	Ann Mullarkey		
SIGNATURE:	/Ann Mullarkey/		
DATE SIGNED:	12/19/2023		
Total Attachments: 8			

OP \$140.00 5879145

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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.

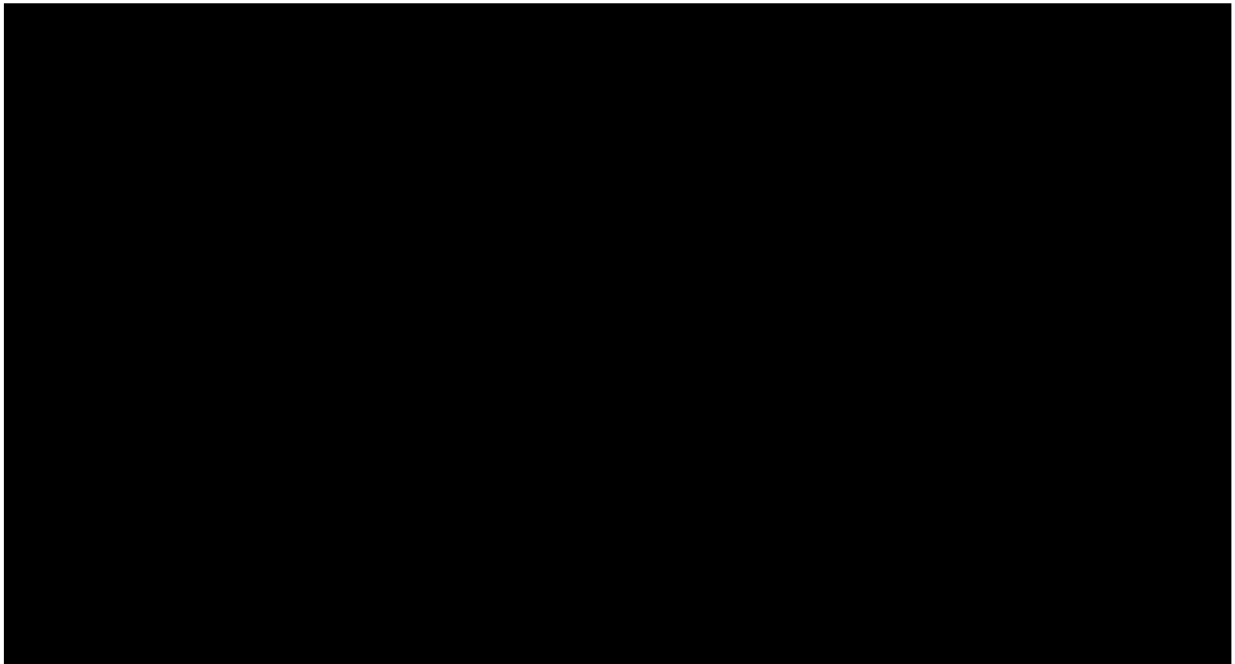
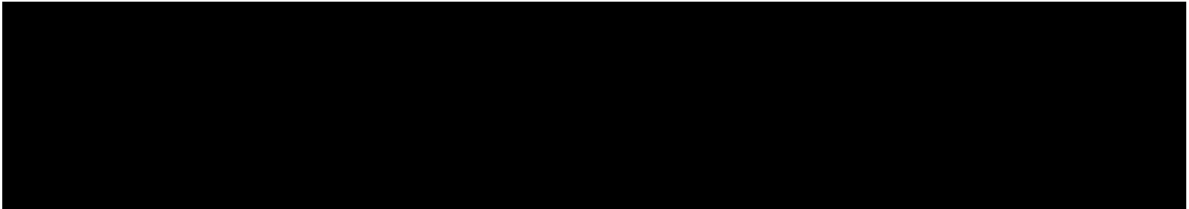
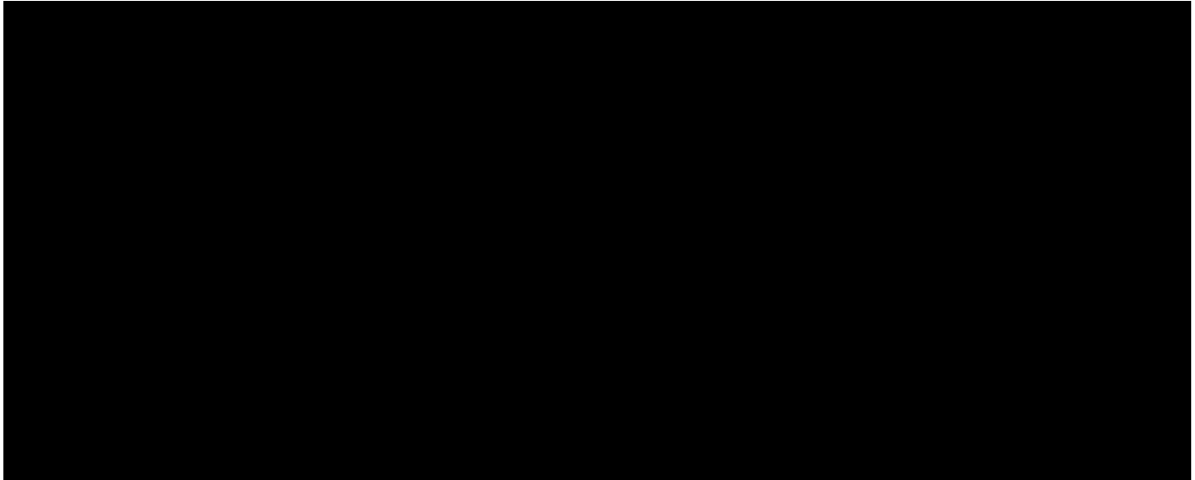
NOW THEREFORE, for good and valuable consideration as set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

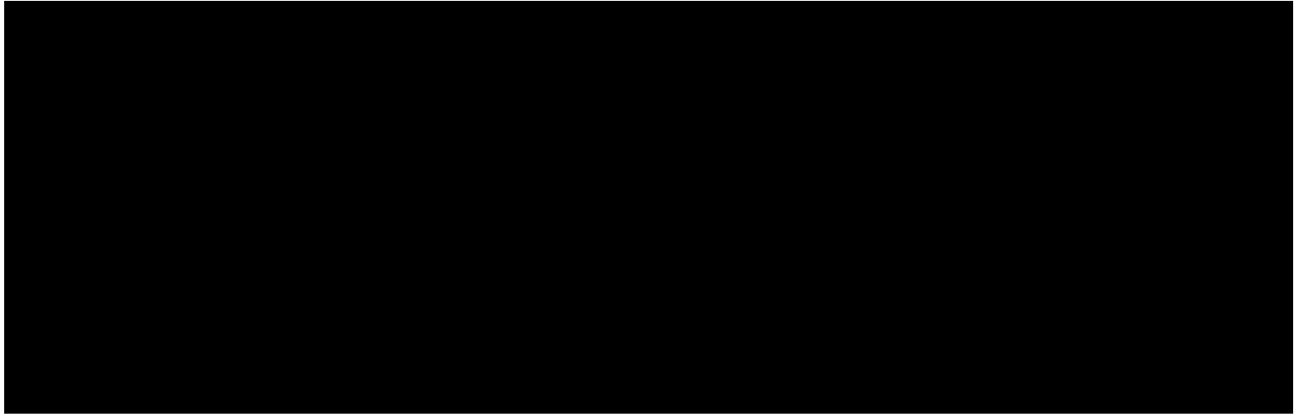
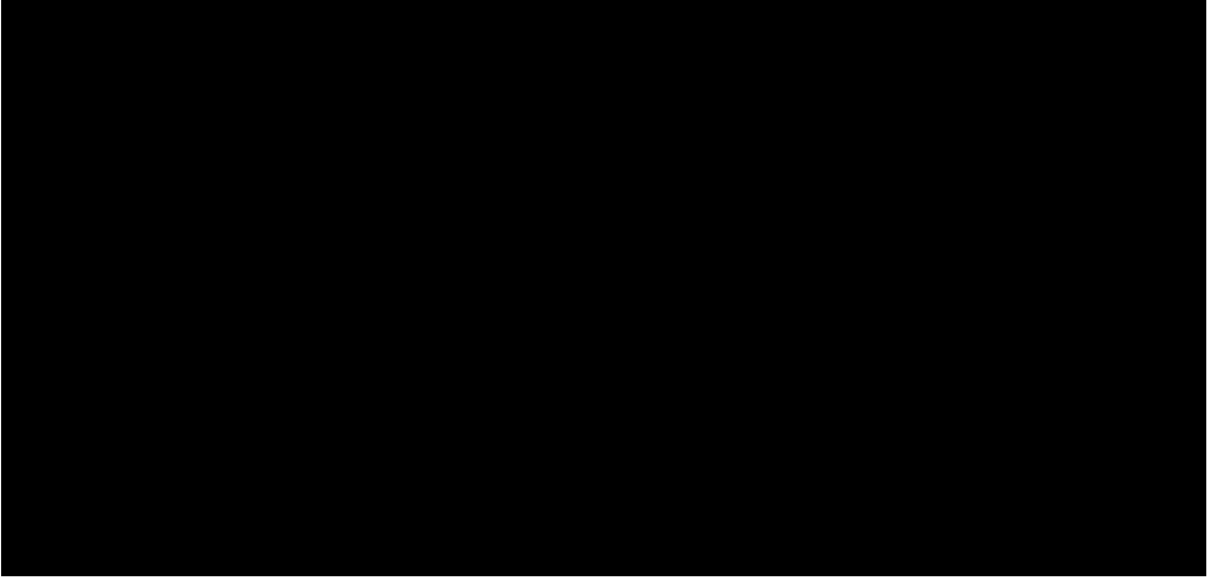
ARTICLE I SALE OF MEMBERSHIP INTERESTS IN THE COMPANY

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").

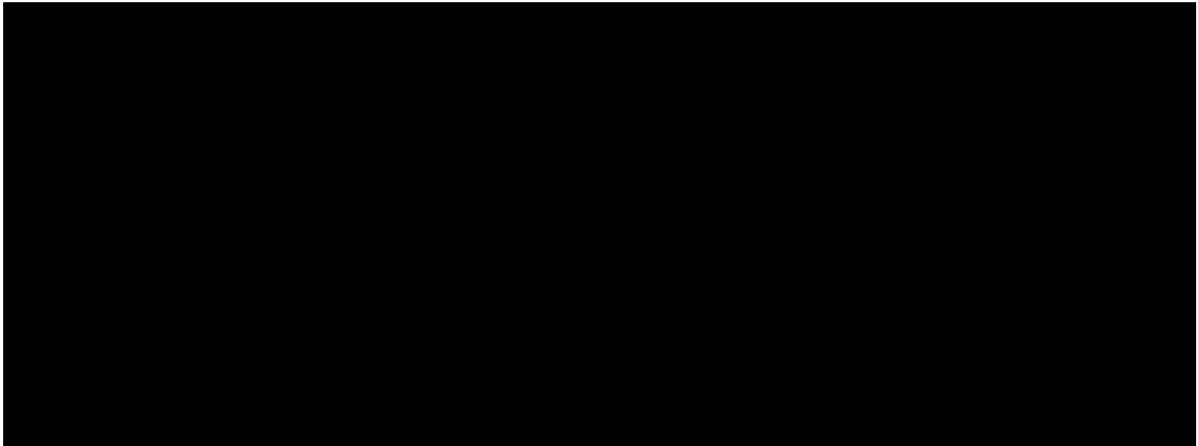
Section 1.2 Transfer of HoldCo Ownership. As a result of the sale of the Interests set forth in Section 1.1 hereinabove, Buyer shall be the 100% owner of QSub, and Qsub will control all right, title and interest in and to tangible and intangible assets and properties of QSub used or useful in connection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





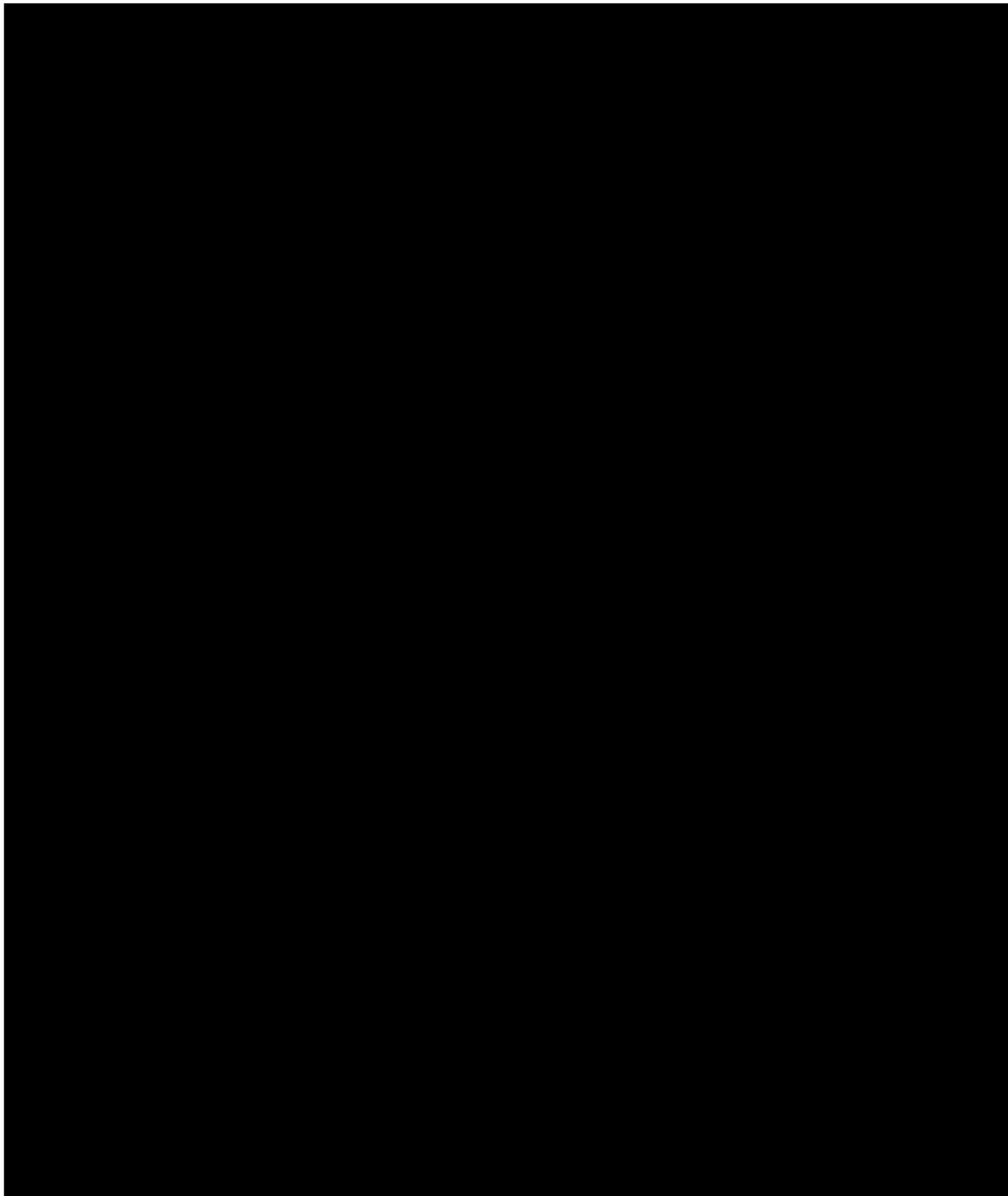
**ARTICLE II
SALE OF PPT ASSETS**

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: _____
Name: Victor Preisler
Title: President

PACIFIC PLAY TENTS, INC.

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

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

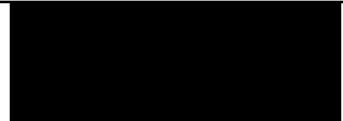



BUYER:

STANSPORT, LLC

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

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.

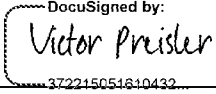
AND, this Agreement shall be governed by the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.

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