

TRADEMARK ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

ETAS ID: TM493748

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATP Leisure, LLC		06/23/2017	Corporation: DELAWARE
<i>Limited Liability Company</i>			
RECEIVING PARTY DATA			
Name:	Lighthouse Products, LLC		
Street Address:	10883 Pearl Rd., Ste 301		
City:	Strongville		
State/Country:	OHIO		
Postal Code:	44136		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7 <i>Limited Liability Company</i>			
Property Type	Number	Word Mark	
Registration Number:	3187729	EVERLIT	
Registration Number:	3413328	364	
Registration Number:	3499509	FRESH CUT	
Registration Number:	4476029	NATURE'S OWN	
Registration Number:	4573095	AURORA MAGIC	
Registration Number:	1734631	SANTA'S OWN	
Registration Number:	2666063	PERFECT LIT	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	iplaw@vorys.com, alderrickson@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	073530-000028-34		
NAME OF SUBMITTER:	Mark A. Watkins		
SIGNATURE:	/Mark A. Watkins/		
DATE SIGNED:	10/12/2018		

CH \$190.00 3187729

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of June 23, 2017, by and between ATP LEISURE, LLC, a Delaware limited liability company ("Seller"), and LITEHOUSE PRODUCTS, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Buyer, Seller, ATP Management Solutions, Inc., an Ohio corporation, and Brian Love entered into an Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title, and interests in the Assigned Intellectual Property to Buyer; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment and Assumption.** Seller hereby sells, assigns, grants, conveys, and transfers to Buyer all of Seller's right, title, and interest in and to the Assigned Intellectual Property. Buyer hereby accepts such assignment and assumes all of Seller's right, title and interest in and to the Assigned Intellectual Property.
2. **Additional Actions.** Seller undertakes that, upon the request of Buyer or Buyer's designees, Seller and/or Seller's successor in business, shall do all lawful acts necessary to carry out the intent of this Assignment in matters involving the Assigned Intellectual Property as well as to provide such other material, documents, information and assistance to Buyer or Buyer's designees as may be considered necessary in connection therewith all at the expense of Seller.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property, are incorporated in this Assignment by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, diminished, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Governing Law; Submission to Jurisdiction.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to

any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the city of Cleveland and county of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. **Further Assurances.** Each party shall cooperate and deliver such instruments and take such action as may be reasonably required by the other party to carry out the provisions and purposes of this Assignment and the transactions contemplated hereby, including any reasonable action reasonably requested by Buyer to assign and transfer title to Buyer, or to vest more effectively in Buyer or to put Buyer more fully in possession of, any of the Assigned Intellectual Property.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment to be effective as of the date first written above.

SELLER:

ATP LEISURE, LLC

By: Brian Love
Name: Brian Love
Title: Member

BUYER:

LITEHOUSE PRODUCTS, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment to be effective as of the date first written above.

SELLER:
ATP LEISURE, LLC

By: _____
Name: _____
Title: _____

BUYER:
LITEHOUSE PRODUCTS, LLC

By: Christopher R. Curcio
Name: Christopher R. Curcio
Title: Managing Member

[Signature Page to Intellectual Property Assignment.]

ASSET PURCHASE AGREEMENT

AMONG

**ATP LEISURE, LLC
AS SELLER,**

**ATP MANAGEMENT SOLUTIONS, INC.
AS SHAREHOLDER,**

BRIAN LOVE

AND

**LITEHOUSE PRODUCTS, LLC
AS BUYER**

DATED AS OF

JUNE 23, 2017

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11:59 p.m. Eastern Time on the date first set forth above in this Agreement and at place or remotely as Seller and Buyer may mutually agree upon (the "Closing Date").

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall make (or cause to be made) the following deliveries to Buyer:
- (i) a bill of sale and assumption of liabilities in the form attached as **Exhibit A** (the "Bill of Sale"), duly executed by Seller, transferring the Purchased Assets to Buyer;
 - (ii) Lease Assignment and Assumption Agreement in the form attached as **Exhibit B** (the "Lease Assignment"), duly executed by Seller and the lessor;
 - (iii) possession of all the Purchased Assets (including constructive possession of all intangible Purchased Assets and Purchased Assets at third party locations);
 - (iv) an assignment and assumption agreement in the form attached as **Exhibit C** (the "Assignment and Assumption Agreement"), duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assigned Contracts;
 - (v) an intellectual property assignment agreement in the form attached as **Exhibit D** (the "Intellectual Property Assignment"), duly executed by Seller, transferring to Buyer all of Seller's right, title, and interest in and to all of the Assigned Intellectual Property;
 - (vi) a domain name assignment, substantially in the form attached as **Exhibit E** (the "Domain Name Assignment"), duly executed by Seller, transferring to Buyer all of Seller's right, title, and interest in and to all of Seller's Domain Names;
 - (vii) copies of the Consents listed on **Schedule 3.03**, in form and substance satisfactory to Buyer (the "**Material Consents**"), duly executed by the parties thereto;
 - (viii) an employment agreement, duly executed by Brian Love, in the form attached hereto as **Exhibit F** ("**Employment Agreement**");
 - (ix) releases, including termination statements under the Uniform Commercial Code of any and all financing statements filed against any Purchased Assets, evidencing discharge, removal, and termination of all Encumbrances to which the Purchased Assets are subject effective at or prior to the Closing, together with evidence satisfactory to Buyer that the Funded Indebtedness has been satisfied and extinguished at or prior to the Closing Date;
 - (x) the Funds Flow Memorandum, duly executed by Seller, with payoff and conditional release letters from all creditors of Funded Indebtedness in form reasonable acceptable to Buyer;
 - (xi) a Form W-9 or W-8 (or successor forms), as applicable, duly executed by Seller;
 - (xii) insurance certificates evidencing Seller's purchase of the Post-Closing Insurance;
 - (xiii) a certificate of good standing of Seller issued not earlier than five days prior to the Closing Date by the Secretary of State of Delaware, Ohio and each other jurisdiction where Seller is qualified to do business;

material adverse change to the Business or the Purchased Assets, (ii) Seller has not made any payments or transferred any asset or agreed to make any payments or transfer any asset outside the Ordinary Course, except with respect to the transactions contemplated by, or required for Seller's performance under this Agreement or the Ancillary Agreements to which Seller is party, (iii) Seller has not entered into, or become obligated under, any material future commitment with respect to the Business or the Purchased Assets out of the Ordinary Course and (iv) there has been no: (a) material loss of, or damage to, any of the Purchased Assets (whether or not covered by insurance); (b) sale, transfer or disposition of any of the Purchased Assets, other than sales of Inventory in the Ordinary Course; (c) Encumbrance placed on any of the Purchased Assets; (d) change in the accounting methods, tax elections, policies or practices of Seller; (e) Contract entered into by Seller other than in the Ordinary Course; (f) acquisition, loss, or threatened loss of any customer, supplier or vendor material to the results of operation of the Business, except as set forth on Schedule 3.08(iv)(f); (g) notice of any actual or threatened labor trouble, strike, walk out, picketing, boycott or other similar occurrence; (h) cancellation, without fair consideration, of any Liability due to Seller; (i) actual or threatened modification, cancellation or termination of any Material Contract.

Section 3.09 Inventory. All items of Inventory are held by Seller. Except as set forth on Schedule 3.09, each item of Inventory (a) is of a quality and quantity usable and saleable in the Ordinary Course (subject, in the case of raw materials and work-in-process, to the completion of the production process), (b) is in good condition, and (c) is properly stated on the books and records of Seller at the lower of cost or market value, with adequate obsolescence reserves, if needed, all as determined in accordance with GAAP and (d) is free and clear of all Encumbrances. No Inventory consists of obsolete, damaged, defective, or slow-moving items (unless it has been written off or written down to fair market value), and no Inventory is held on a consignment basis. Except as set forth on Schedule 3.09, since the Balance Sheet Date, (i) there have not been any write-downs of the value of, or establishment of any reserves against, any Inventory, except for write-downs and reserves in the Ordinary Course, (ii) Inventory purchased was purchased in the Ordinary Course, and (iii) the Inventory now on hand is not unreasonably excessive in kind or amount in light of the ordinary and normal conduct and reasonably anticipated needs of the Business.

Section 3.10 Intellectual Property. Schedule 3.10 sets forth a correct and complete list of all of the Assigned Intellectual Property used or held for use by Seller (and designating whether it is owned or licensed as licensor or licensee, and if licensed the Person to/from which it is licensed) including, without limitation, all: (i) patented or registered Assigned Intellectual Property; (ii) pending patent applications and applications for registrations of Assigned Intellectual Property; (iii) Software; and (iv) other unregistered Assigned Intellectual Property including general descriptions of trade secrets, confidential information, and invention disclosures without revealing any confidential information relating thereto. Seller is the owner of record of any application, registration, or grant for each item of Assigned Intellectual Property listed on Schedule 3.10 and has properly executed and recorded all documents necessary to perfect its title to the Assigned Intellectual Property. Seller owns and possesses all right, title and interest in and to, or has a valid, enforceable and transferable license to use, the Assigned Intellectual Property and the Assigned Intellectual Property constitutes all proprietary rights necessary or desirable for the operation of the Business and the use of the Purchased Assets in the Ordinary Course. To Seller's knowledge, all of the Assigned Intellectual Property (i) is valid and enforceable and none of the Assigned Intellectual Property has been misused in any material respect, and (ii) there are no pending or, to Seller's Knowledge, threatened, claims or proceedings by any Person challenging the validity, enforceability, or Seller's use or ownership of any of the Assigned Intellectual Property. To Seller's knowledge, neither the conduct

of the Business nor any of the products sold or provided in connection therewith infringes, misappropriates, or otherwise conflicts with the Intellectual Property of any other Person, and Seller has not received any notices regarding any of the foregoing (including, without limitation, any demands or unsolicited offers to license any Intellectual Property from any other Person). To Seller's Knowledge, no Person has infringed, misappropriated, or otherwise conflicted with any of the Assigned Intellectual Property. No loss or expiration of any of the Assigned Intellectual Property is pending, or to Seller's Knowledge threatened or reasonably foreseeable, except for patents expiring at the end of their statutory terms. Seller has taken all commercially reasonable necessary actions to maintain all Assigned Intellectual Property. Seller owns and possesses the entire right, title, and interest in and to all Assigned Intellectual Property created or developed by, for or under the direction or supervision of Seller. Immediately after the Closing, the Assigned Intellectual Property will be owned by or available for use by Buyer, and other Intellectual Property licensed to Seller will be available for use by Buyer, on terms and conditions identical to those under which Seller owned or used such Intellectual Property immediately prior to the Closing Date (provided, however, Seller makes no representations or warranties as to the future costs or fees necessary to maintain such Intellectual Property).

Section 3.11 Material Contracts.

(a) **Schedule 3.11(a)** is a true, correct, and complete list of the following Contracts (which including the Assigned Contracts are referred to as the "**Material Contracts**") to which Seller is a party:

(i) any Contract (or group of related Contracts) that involves a commitment by Seller in excess of \$5,000 per annum or under which Seller could receive in excess of \$5,000 per annum, in each case which has a term in excess of one year and is not terminable at the option of Seller upon no more than 30 days' notice;

(ii) any Contract concerning a partnership or joint venture or investment in or loan to any Person;

(iii) any Contract (or group of related Contracts) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation;

(iv) any Contract under which Seller agreed to limit its ability to compete in any line of business, to conduct business in any location, to solicit or conduct business with any Person, or to hire any individual or group of individuals;

(v) any Contract with any exclusivity or "most favored nation" provision;

(vi) any Contract obligating Seller to maintain the confidentiality of another Person's information;

(vii) any Contract binding another Person to maintain the confidentiality of Seller's information, other than any confidentiality agreements entered into by other Persons who expressed interest in acquiring Seller and were provided confidential information for review;

(viii) any Contract for the employment or independent contractor (including as sales representatives) status of any individual on a full-time, part-time, consulting, or other basis;

(ix) any Contract providing for consultation services;

“Non-Assignable Contracts” has the meaning set forth in Section 1.05.

“Non-Competition Period” has the meaning set forth in Section 5.12(a).

“Notice of Disagreement” has the meaning set forth in Section 1.08(c)(ii).

“Notice Period” has the meaning set forth in Section 6.04(b).

“Order” means any judgment, writ, decree, award, compliance agreement, injunction or judicial or administrative order and determination of any Governmental Entity.

“Ordinary Course” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Permits” means any permit, license, franchise, approval, certificate, consent, ratification, permission, confirmation, endorsement, waiver, certification, registration, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Law, and including all applications that are the basis for the same.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, government, Governmental Entity or regulatory authority, court or arbitrator, or any other entity whatsoever.

“Post-Closing Insurance” has the meaning set forth in Section 5.03.

“Private Resolution Period” has the meaning set forth in Section 1.08(d)(i).

“Proceedings” has the meaning set forth in Section 3.14.

“Purchase Price” has the meaning set forth in Section 1.06.

“Purchased Assets” means all of the assets, on a cash free, debt free basis, of Seller, including without limitation: (a) all Inventory; (b) all Rolling Stock; (c) all tangible personal property other than Inventory, including machinery, equipment, fixtures, furniture, supplies, security equipment, parts, tools, vehicles, leasehold improvements, computer and network hardware, software and other information systems technology, telephones, printers, copiers, shelving, trade fixtures, and other fixed assets; (d) the Business Name and all rights in respect thereof and all Intellectual Property, in whatever format, including goodwill, owned or licensed (as licensor or licensee); (e) all rights to and under all Contracts, including leases, licenses and warranties in favor of Seller; (f) all Permits and pending applications therefor or renewals thereof, in each case to the extent transferable; (g) all data and records, in any format, including sales and purchase order files, creative materials, advertising materials, promotional materials, customer and supplier information, lists, reports, studies and records, service and warranty records, logs, journals, manuals, operating guides, instructions, correspondence, financial and accounting records, and, subject to any legal requirements, copies of all personnel and other records Seller is required to maintain by legal requirements; (h) all rights to property owned by others but which Seller has the right to possess, access or use pursuant to lease, license, easement, bailment or consignment; (i) all claims, rights of recovery, causes of action, choses in action, claims against third parties; (j) all rights to prepaid expenses or deposits with vendors, suppliers or other third parties, including claims for refund and rights of offset; (k) all rights to make a claim or receive benefits under Seller’s insurance policies; (l) all rights relating to customer prepayments and deposits; and

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

BUYER:

LITEHOUSE PRODUCTS LLC

By: Christopher R. Curcio Member
Name: Christopher R. Curcio
Title: Managing Member

SELLER:

ATP LEISURE, LLC

By: _____
Name: _____
Title: _____

SHAREHOLDER:

ATP MANAGEMENT SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

BRIAN LOVE

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

BUYER:

LITEHOUSE PRODUCTS LLC

By: _____
Name: _____
Title: _____

SELLER:

ATP LEISURE, LLC

By: Brian Love
Name: Brian Love
Title: Member

SHAREHOLDER:

ATP MANAGEMENT SOLUTIONS, INC.

By: Brian Love
Name: Brian Love
Title: President

Brian Love
BRIAN LOVE

[Signature Page to Asset Purchase Agreement]

Schedule 3.10

Intellectual Property

1. EVERLIT, Reg. 3,187,729 – June 19, 2017 — renewed by Mike Marrero 5/25
2. 364, Reg. 3,413,328 – April 15, 2018
3. FRESH CUT, Reg. 3,499,509 – September 9, 2018
4. NATURE'S OWN, Reg. 4,476,029 – January 28, 2020
5. AURORA MAGIC, Reg. 4,573,095 – July 22, 2020
6. SANTA'S OWN, Reg. 1,734,631 – November 24, 2022
7. PERFECT LIT, Reg. 2,666,063 – December 24, 2022