

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leedom Management Group		12/31/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CLAC Holdings, LLC		
Street Address:	5250 17th Street		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34235		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5251138	TEXTMAXX	
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:	9413231653		
Email:	debra@leedomgroup.com		
Correspondent Name:	debra dawn		
Address Line 1:	5250 17th Street, Suite 115		
Address Line 4:	Sarasota, FLORIDA 34235		
NAME OF SUBMITTER:	Debra Dawn		
SIGNATURE:	/debra dawn/		
DATE SIGNED:	10/07/2018		
Total Attachments: 6			
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OP \$40.00 5251138

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of July 31, 2018 (Agreement), is between Leedom Management Group, Inc., a Florida corporation (LMG) and CLAC Holdings, LLC, a Florida limited liability company (CLAC).

WHEREAS, LMG desires to sell, transfer and assign to CLAC, and CLAC desires to purchase, acquire and assume from LMG, certain assets identified as Textmaxx Pro as more fully ~~set forth in Appendix A hereto and agrees to assume the liabilities set forth in Appendix B~~ hereto; and

WHEREAS, the shareholders and director of LMG has approved the sale of these assets in meetings which took place on June 21, 2018; and

WHEREAS, the members and managing member of CLAC, have approved the purchase of these assets in meetings which took place on June 21, 2018;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

ARTICLE ONE

PURCHASE, PAYMENT AND CLOSING

Section 1.01. Purchase of Acquired Assets. Upon the terms and conditions of this Agreement LMG does hereby sell, assign, transfer, deliver and convey to CLAC, and CLAC does hereby accept from LMG, all of LMG's rights, title and interest in the Acquired Assets hereby defined as those assets set forth in Schedule A attached hereto.

Section 1.02 Purchase of Acquired Liabilities. In connection with and as part of the acquisition of the Acquired Assets, CLAC does hereby assume the LMG liabilities, set forth in Schedule B.

Section 1.03. Payment of Purchase Price. For the sale and assignment by LMG to CLAC of all the Acquired Assets, CLAC shall pay to LMG the sum of \$200,000.

Section 1.04. Closing. The Closing shall take place at the offices of LMG or electronically on July 31, 2018.

ARTICLE TWO

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of CLAC. CLAC hereby represents and warrants to LMG as of the date hereof and as of the closing date:

(a) Organization and Good Standing. CLAC has been duly formed and is in good standing under the laws of the State of Florida, and has full power, authority and legal right to execute and deliver this Agreement and to perform the terms and provisions hereof.

(b) Due Authorization. The execution, delivery and performance of this Agreement by CLAC has been duly authorized by all necessary limited liability company action, does not require any approval or consent of any governmental entity, does not and will not violate or result in a breach which would constitute a default under any agreement, or any law or governmental regulation or court decree applicable to CLAC, and this Agreement is a valid, binding and enforceable obligation of CLAC.

(c) No Governmental Administrative Proceedings. There are no governmental administrative proceedings or investigations pending, or, to the best knowledge of CLAC, threatened against CLAC before any regulatory body, administrative agency or other tribunal or governmental instrumentality seeking any determination or ruling that, in the reasonable judgment of CLAC, would have a material adverse effect on the performance by CLAC of its obligations under this Agreement.

(d) Solvency. There are no entries or orders for relief by a court having jurisdiction in respect of CLAC in an involuntary case under the federal bankruptcy laws, or any other federal or state bankruptcy, insolvency or similar Law, for appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of CLAC or of any substantial part of the respective properties of CLAC or ordering the winding up or liquidation of the affairs of CLAC. There is no admission in writing by CLAC of any inability to pay the debts of CLAC as they come due, or the commencement by CLAC of a voluntary case under the federal bankruptcy laws, as now or hereafter in effect, or any other present or future federal or state bankruptcy, insolvency or similar law, or the consent by CLAC to the appointment of, or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of CLAC or of any substantial part of the properties or the making by CLAC of an assignment for the benefit of creditors or the failure by CLAC generally to pay debts as such debts become due or the taking of corporate action by CLAC. CLAC is solvent, and the purchase of the Acquired Assets and the assumption of the Acquired Liabilities will not cause CLAC to become insolvent.

Section 2.02 Representations and Warranties of LMG. LMG hereby represents and warrants to CLAC as of the date hereof and as of the Closing Date:

(a) Organization and Good Standing. LMG has been duly formed and is in good standing as a corporation under the laws of the State of Florida, and has full power, authority and legal right to execute and deliver this Agreement and to perform the terms and provisions hereof.

(b) Due Authorization. The execution, delivery and performance of this Agreement by LMG has been duly authorized by all necessary limited liability company action, does not require any approval or consent of any governmental entity, does not and will not violate or result in a breach which would constitute a default under any agreement, including any agreement for borrowed money binding upon or applicable to LMG, or any law or governmental regulation or court decree applicable to LMG, and this Agreement is a valid, binding and enforceable obligation of LMG.

~~(c) No Governmental Administrative Proceedings. There are no governmental administrative proceedings or investigations pending, or, to the best knowledge of LMG, threatened against LMG before any regulatory body, administrative agency or other tribunal or governmental instrumentality seeking any determination or ruling that, in the reasonable judgment of LMG, would have a material adverse effect on the performance by LMG of its obligations under this Agreement.~~

(d) Solvency. There are no entries or orders for relief by a court having jurisdiction in respect of LMG in an involuntary case under the federal bankruptcy laws, or any other federal or state bankruptcy, insolvency or similar Law, for appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of LMG or of any substantial part of the respective properties of LMG or ordering the winding up or liquidation of the affairs of LMG. There is no admission in writing by LMG of any inability to pay the debts of LMG as they come due, or the commencement by LMG of a voluntary case under the federal bankruptcy laws, as now or hereafter in effect, or any other present or future federal or state bankruptcy, insolvency or similar Law, or the consent by LMG to the appointment of, or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of LMG or of any substantial part of the properties or the making by LMG of an assignment for the benefit of creditors or the failure by LMG generally to pay debts as such debts become due or the taking of corporate action by LMG. LMG is solvent, and sale of the Acquired Assets and the assignment of the Acquired Liabilities will not cause LMG to become insolvent.

ARTICLE THREE

DEFENSE AND INDEMNIFICATION

Section 3.01. Defense and Indemnification Obligations. CLAC will defend, indemnify and hold harmless LMG and each of its officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing (the "Indemnified Parties") from, against and in respect of any and all claims, lawsuits, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law, including statutory and common) and damages whenever arising or incurred (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or relating to this Agreement ("Indemnification Event").

Section 3.02. Indemnification Procedure. Promptly after receipt of notice of any complaint or the commencement of any audit, investigation, action or proceeding with respect to which such Indemnified Party may be entitled to receive payment from CLAC, CLAC will have the right, upon written notice delivered to the Indemnified Party within ten (10) days thereafter assuming full responsibility for any Purchaser Losses or the Company Losses (as the case may be) resulting from such audit, investigation, action or proceeding, to assume the defense of such audit, investigation, action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. ~~If CLAC fails to provide timely notice, the Indemnified Party shall be entitled to~~ employ counsel directly and CLAC will promptly pay the reasonable fees and disbursements of such counsel as incurred. In the event of any judgment, fine or settlement resulting from an Indemnification Event, CLAC will pay such judgment, fine or settlement within ten (10) days after receiving notice of same.

Section 3.03. Survival. The period during which a claim for indemnification may be asserted with shall survive the closing and continue indefinitely (or until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days).

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. Integration. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and, except as otherwise expressly indicated by the context, expressly supersedes any prior agreements, oral or written.

Section 4.02. Waiver. No failure or delay on the part of CLAC or LMG in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

Section 4.03. Notices. All communications and notices pursuant hereto shall be in writing or by e-mail and addressed or delivered to it at the address shown below and, if mailed or sent by email, shall be deemed given when mailed or e-mailed. Such notice shall be sent to, in the case of (i) LMG, to Christopher Leedom, 5250 17th Street, Suite 115, Sarasota, FL 34235, (e-mail: chris@leedomgroup.com), and (ii) CLAC, to Christopher Leedom, 5250 17th Street, Suite 115, Sarasota, FL 34235, (e-mail: chris@leedomgroup.com), or, in any such case, at such other address as shall be designated in a written notice to the other party.

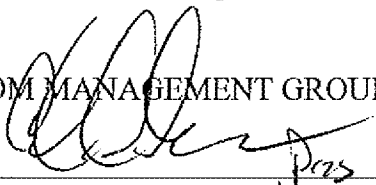
Section 4.04. Governing Law; Venue; Waiver of Jury Trial. **THIS AGREEMENT AND THE ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. ALL DISPUTES RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE SUBJECT TO THE**

EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN THE COUNTY OF SARASOTA, FLORIDA. EACH OF THE PARTIES HERETO (i) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY COURT; (ii) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE FEDERAL OR STATE COURTS IN THE COUNTY OF SARASOTA, FLORIDA; AND (iii) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.


Section 4.05. Attorneys' Fees. In the event of any dispute related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs at both trial and appellate level.

Section 4.06. Limitations on Actions. Each party agrees that all causes of action arising from or related to this Agreement must be brought on or before December 31, 2018.

LEEDOM MANAGEMENT GROUP, INC.

By: 
Christopher M. Leedom
President

CLAC Holdings, LLC

By: 
Christopher M. Leedom
President

SCHEDULE A

ACQUIRED ASSETS

All customer contracts as well as any and all addendums, documents, files and any other related material as listed in Exhibit 1 to this Schedule

The d/b/a registration recorded with the State of Florida permitting use of