

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ML Fashion, LLC		11/26/2019	Limited Liability Company: DELAWARE
ML Retail, LLC		11/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Footwear LLC		
<b>Street Address:</b>	7122 Woodland Ave		
<b>City:</b>	Takoma Park		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20912		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86238168	ONE SHOE ONE TREE	
<b>Serial Number:</b>	85806170	INKKAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	17036217140		
<b>Email:</b>	maryfran@mg-ip.com		
<b>Correspondent Name:</b>	Mary Frances Love		
<b>Address Line 1:</b>	4000 Legato Road		
<b>Address Line 2:</b>	Suite 310		
<b>Address Line 4:</b>	Fairfax, VIRGINIA 22033		
<b>NAME OF SUBMITTER:</b>	Pamela Buff Baker		
<b>SIGNATURE:</b>	/Pamela Buff Baker/		
<b>DATE SIGNED:</b>	07/16/2020		
<b>Total Attachments: 64</b>			

OP \$65.00 86238168



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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of November 26, 2019 (this "Agreement"), is made and entered into by and among, Marcus Lemonis LLC ("ML"), ML Footwear LLC ("ML Footwear"), ML Retail LLC ("ML Retail"), ML Fashion Group LLC ("ML Fashion" and together with ML, ML Footwear and ML Retail, "Seller"), Marcus Lemonis (the "Selling Owner"), and Global Footwear, L.L.C., a Maryland ("Purchaser"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 7.04(c) hereof.

**WHEREAS**, Seller is in the business of manufacturing and selling footwear and related apparel under the "Inkkas" brand (the "Business"); and

**WHEREAS**, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of the assets of Seller related to the Business other than the Excluded Assets, on the terms and subject to the conditions of this Agreement; and

**WHEREAS**, as additional consideration, and as a material inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller and Selling Owner desire to make certain representations, warranties, indemnities, covenants and agreements, as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

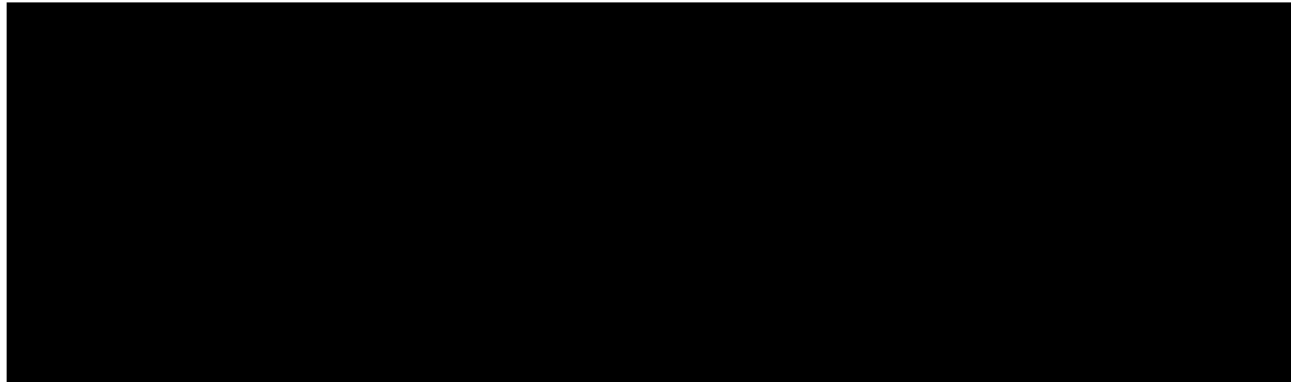
### ARTICLE I

#### Purchase and Sale of Acquired Assets; Closing

Section 1.01. Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement, Seller (and, as necessary, Selling Owner) hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases from Seller, all the right, title and interest of Seller in, to and under the Acquired Assets, free and clear of all Liens other than Permitted Liens, in exchange for the following consideration:

(a) the sum of \$ [REDACTED] (the "Base Purchase Price"), payable as set forth in Section 1.07, subject to any adjustments set forth herein (as adjusted, the "Purchase Price") in accordance with Schedule 1.01 and subject to any adjustments accounted for therein such as adjustments necessitated by any Liability Overages (as defined in Schedule 1.01) or adjustments described in this Agreement; and

(b) the assumption of the Assumed Liabilities which shall be paid in accordance with the schedule set for on Schedule 1.01.



of payments, the number of days under contract pre-Closing and the number of days under contract post-Closing). Further, if any deficiencies in the Minimum Cash Amount, Minimum Inventory Amount or Minimum Accounts Receivable Amount exist at Closing, Purchaser may reduce the Purchase Price (or the amount of the Assumed Liabilities) by an amount equal to aggregate amount of any such deficiencies.

Section 1.04.

Acquired Assets and Excluded Assets.

(a) For all purposes of this Agreement, the term "Acquired Assets" means all the business, properties, assets, contractual rights, going concern value, goodwill, rights and claims of Seller of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by Seller on the Closing Date including those Related to the Business, other than the Excluded Assets, including:

(i) all Inventory, materials, outsole molds and textiles;

(ii) all tangible personal property (other than Inventory) and interests therein, including all machinery, computer software, computers, servers and related hardware, equipment, furniture, furnishings, signage, parts or vehicles ("Personal Property");

(iii) all Intellectual Property whether currently in existence or under development (such Intellectual Property being the "Assigned Intellectual Property") which shall include, for the avoidance of doubt, all digital assets (e.g., images, videos), product designs, print designs, print files, social media accounts and log-in information;

(iv) all confidential information, reports, research records, prospect lists, customer data, marketing materials, market surveys and marketing know-how of Seller;

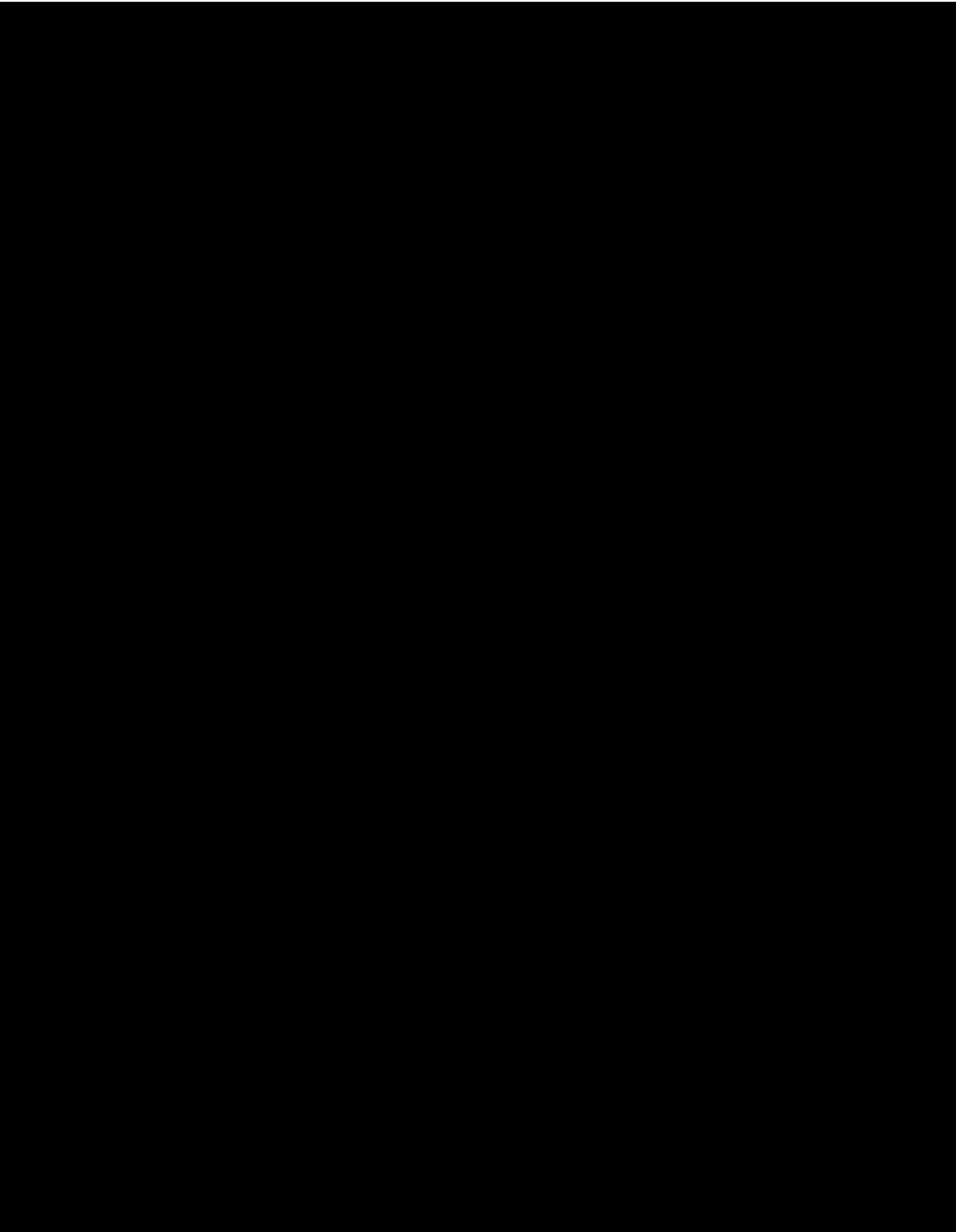
(v) all licenses, permits, Consents, approvals, Orders, certificates authorizations, declarations and filings of Seller that are Related to the Business, to the extent transferable under applicable Law;

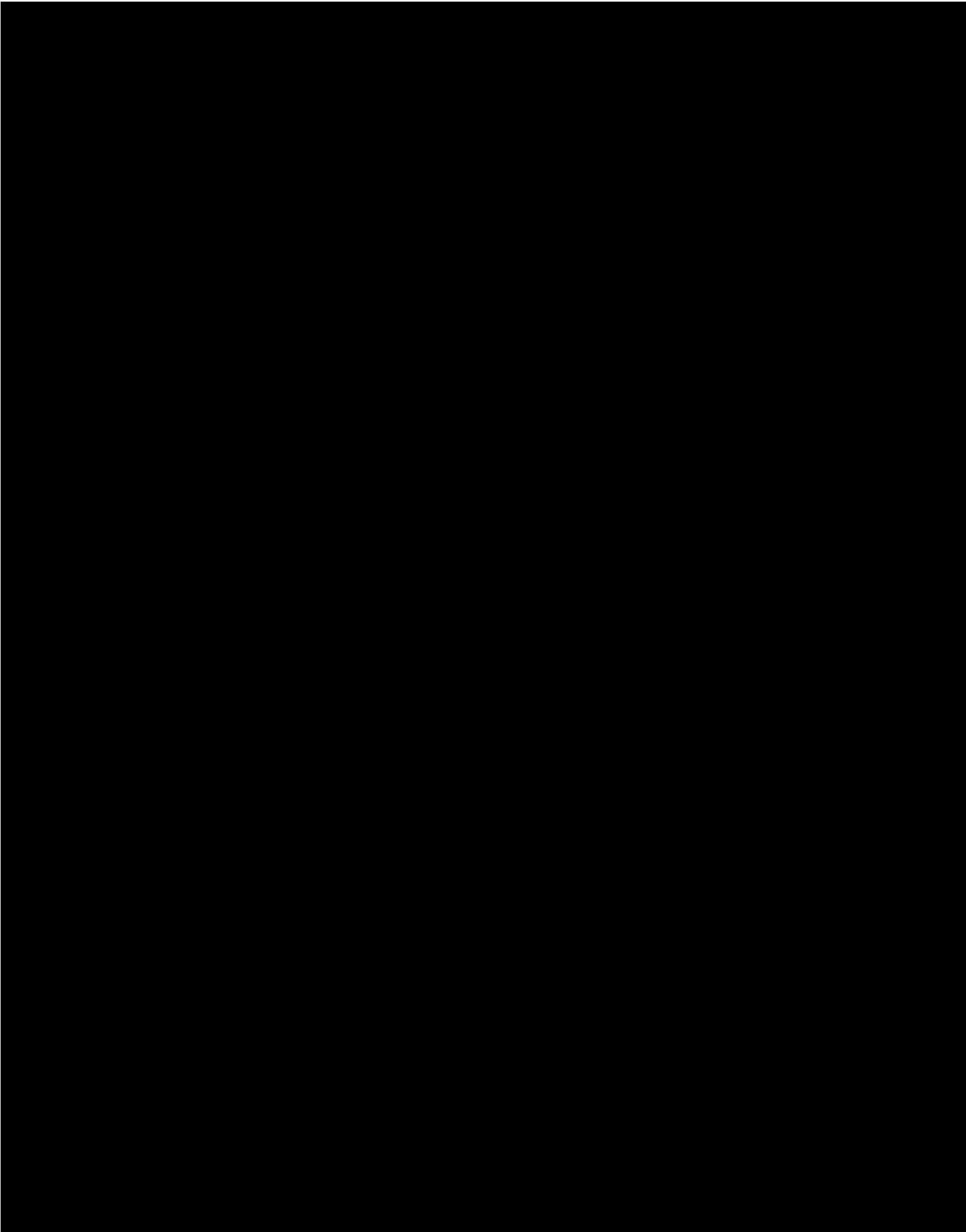
(vi) all rights, benefits and interests of Seller under all Contracts to which Seller is a party or by which Seller is bound that are listed in Schedule 2.08(a), and all other Contracts to which Seller is a party or by which Seller is bound (the "Included Contracts"); provided, that if any Included Contract is identified following the Closing that is required to be disclosed in Schedule 2.08(a), but is not so disclosed, Purchaser may at its sole discretion elect to exclude such Included Contract from the Acquired Assets in accordance with Section 1.04(b)(ii);

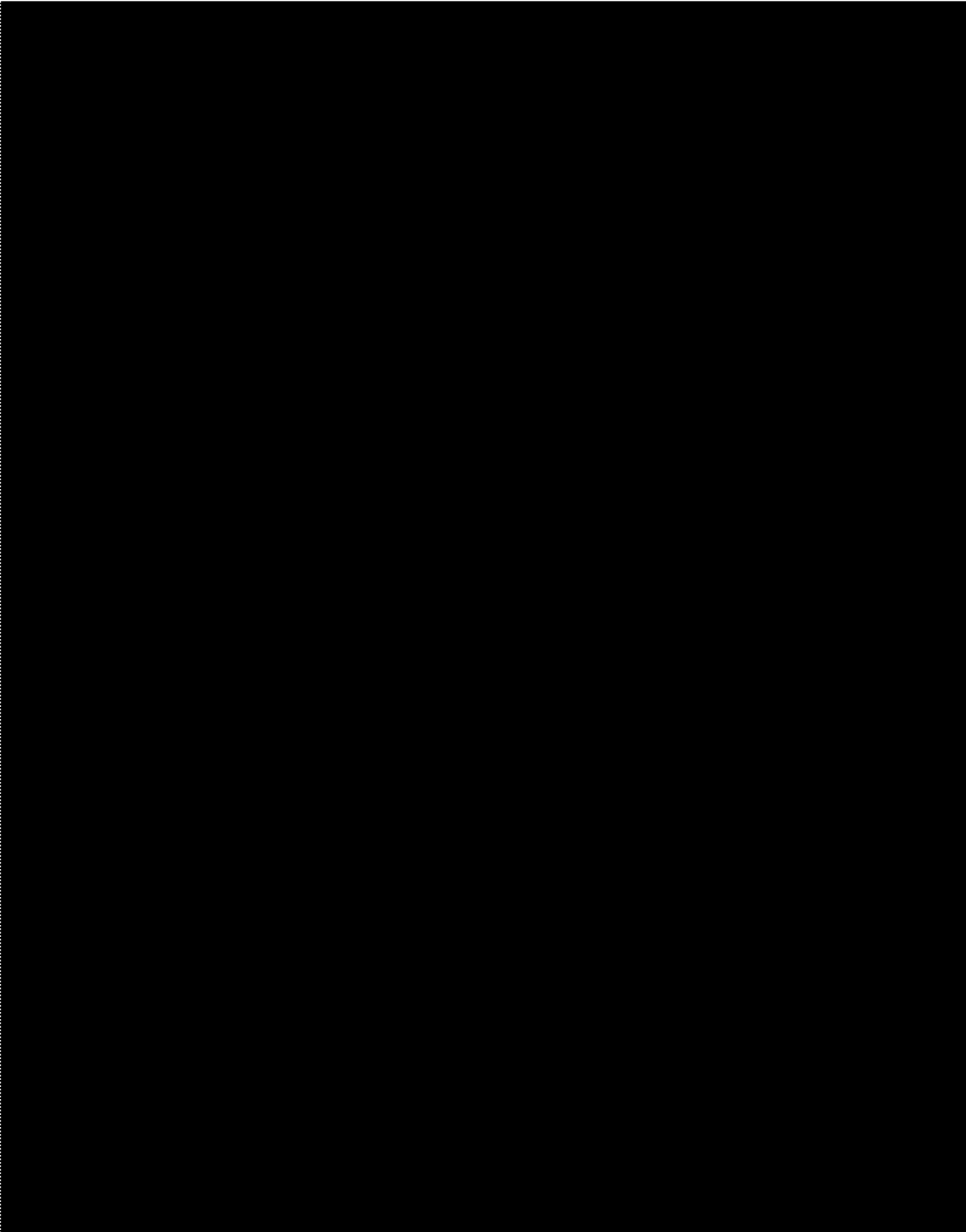
(vii) all rights under or related to non-competition, non-solicitation and restrictive covenant agreements and arrangements, and all invention assignments and work made for hire provisions regarding Seller arising by operation of Law or Contract with respect to the relationship between Seller and any of its current or former employees or independent contractors;

(viii) all payment rights and other intangible assets (including goodwill) with respect to customer relationships that are not embodied in complete written Contracts;

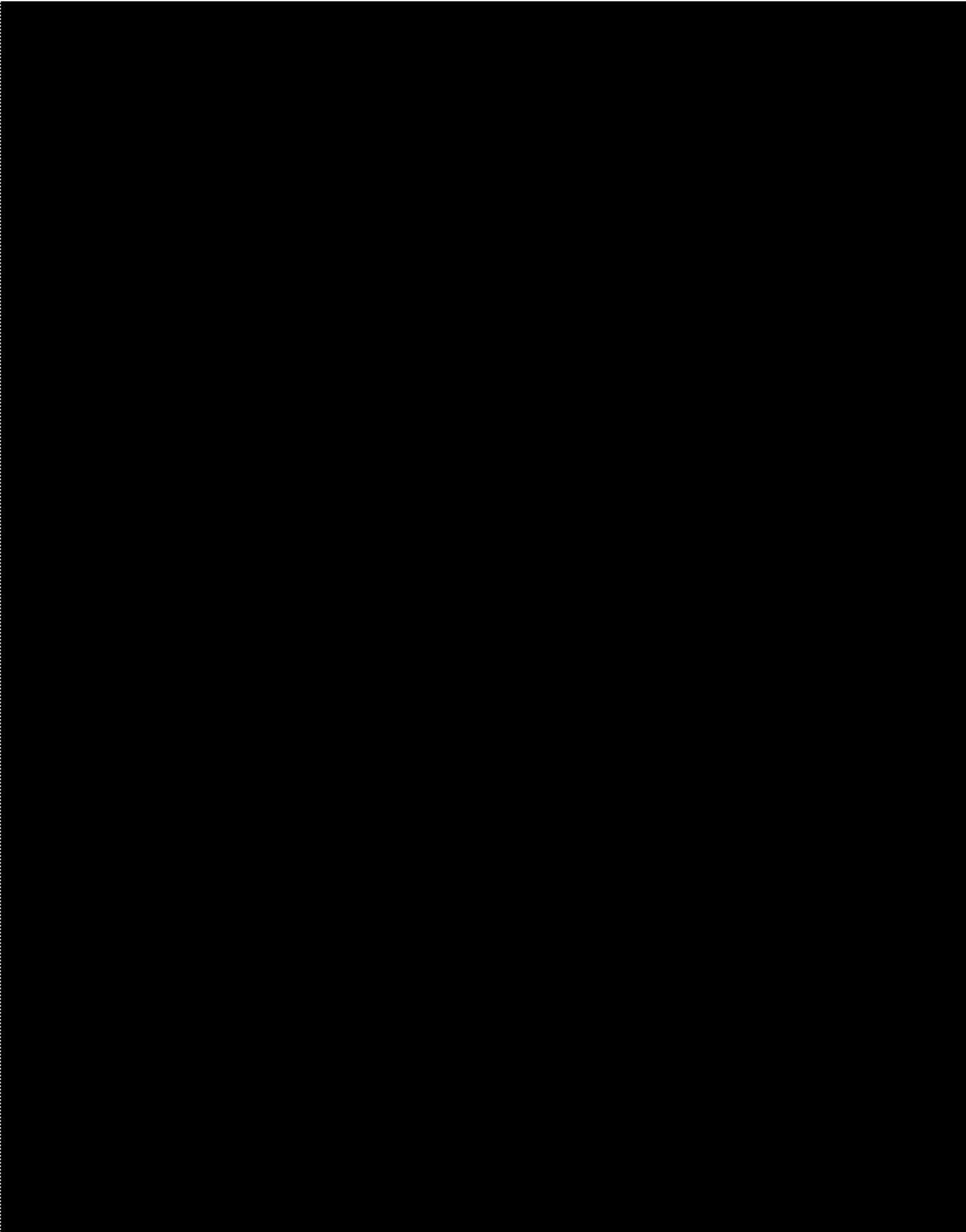
(ix) all rights in and to products sold or leased (including products returned after the Closing and rights of rescission, replevin and reclamation) in the operation or conduct of the Business;

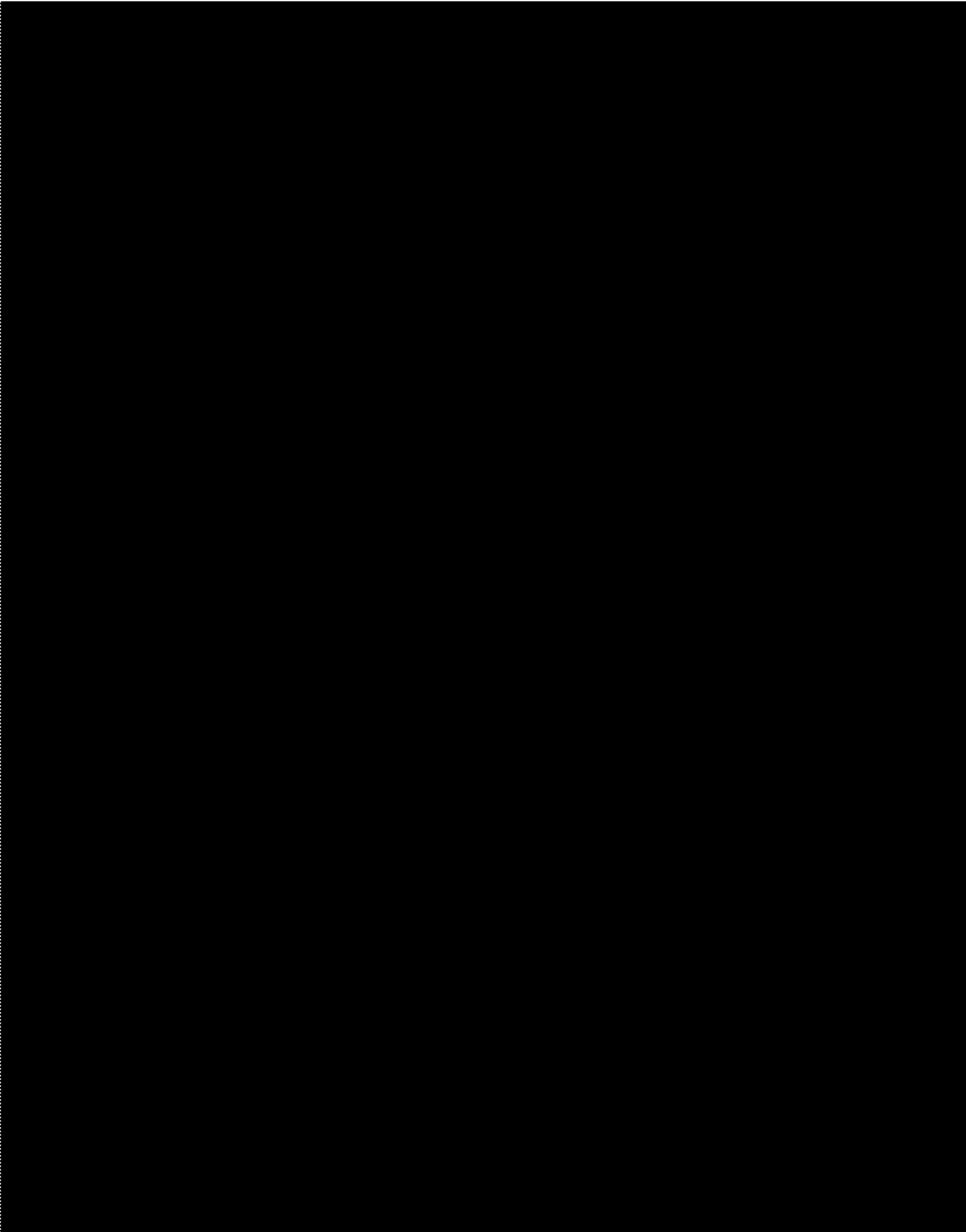


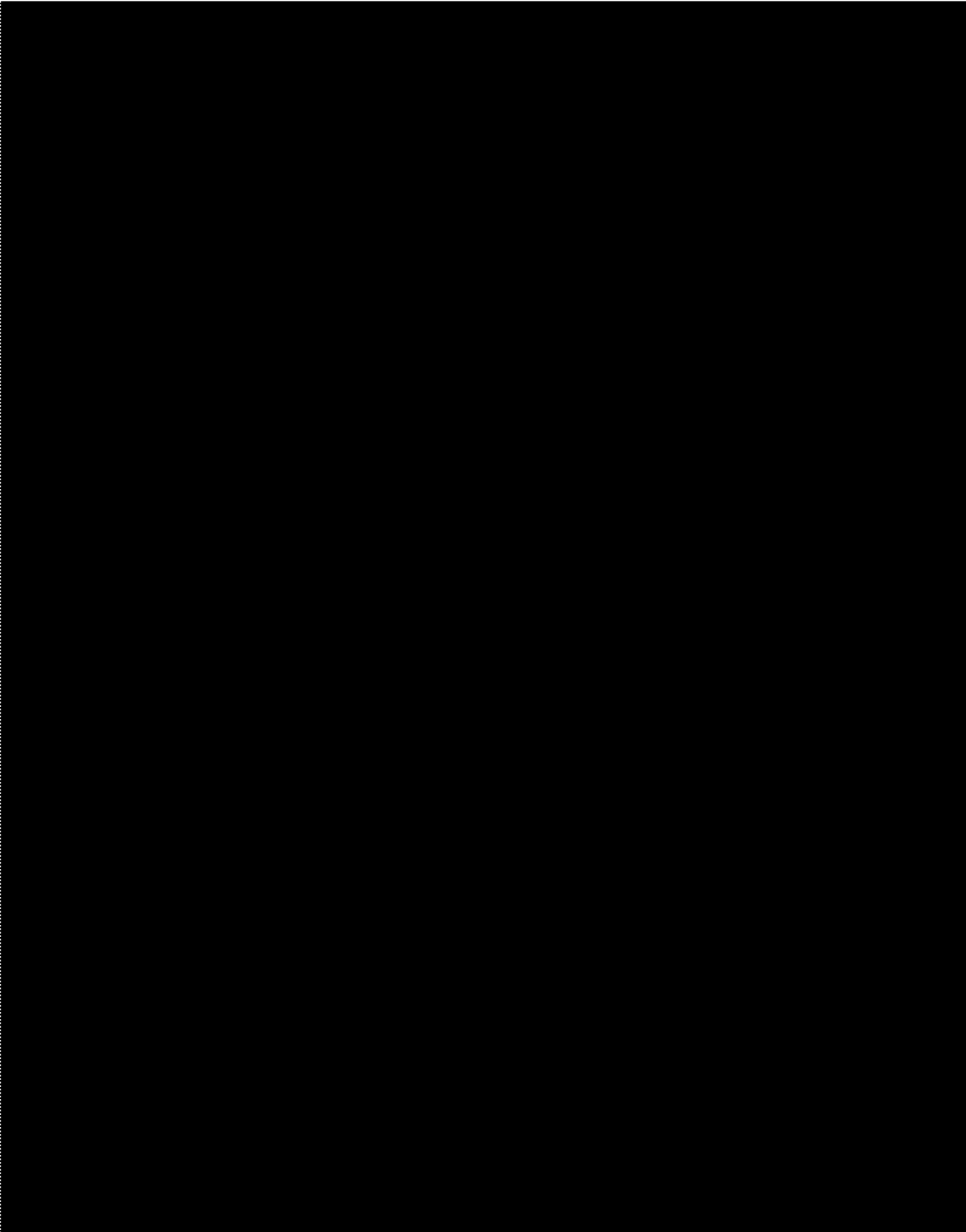


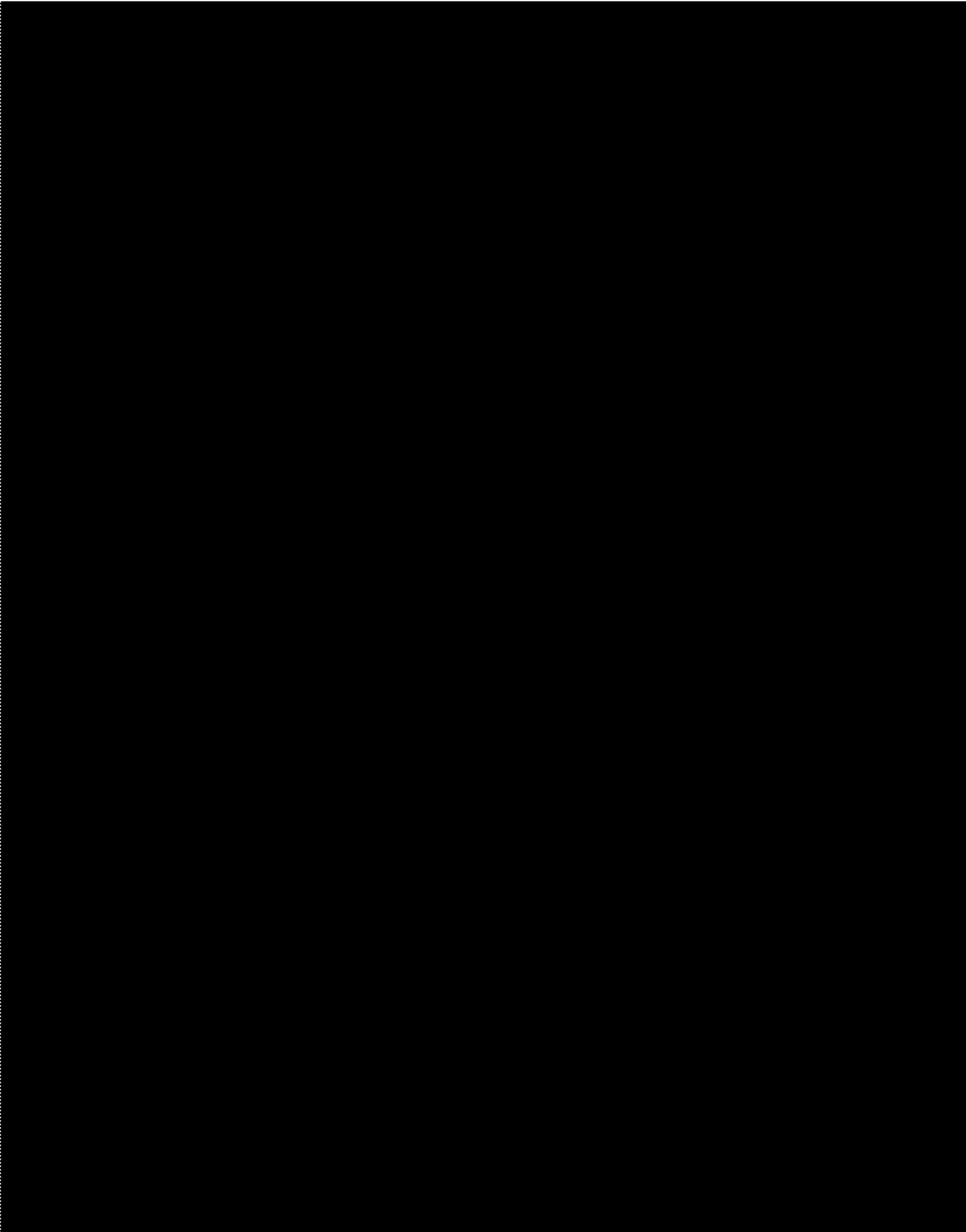


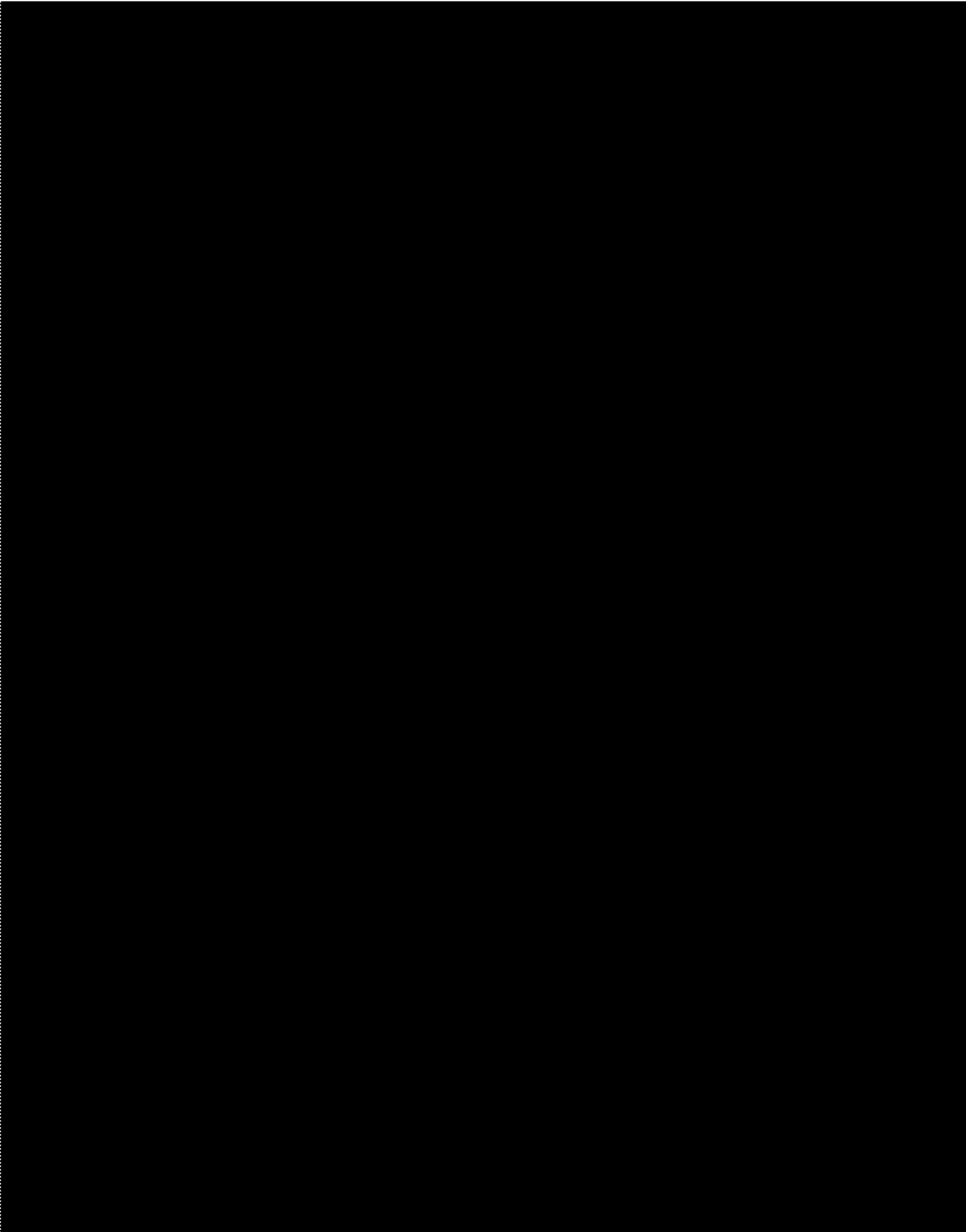


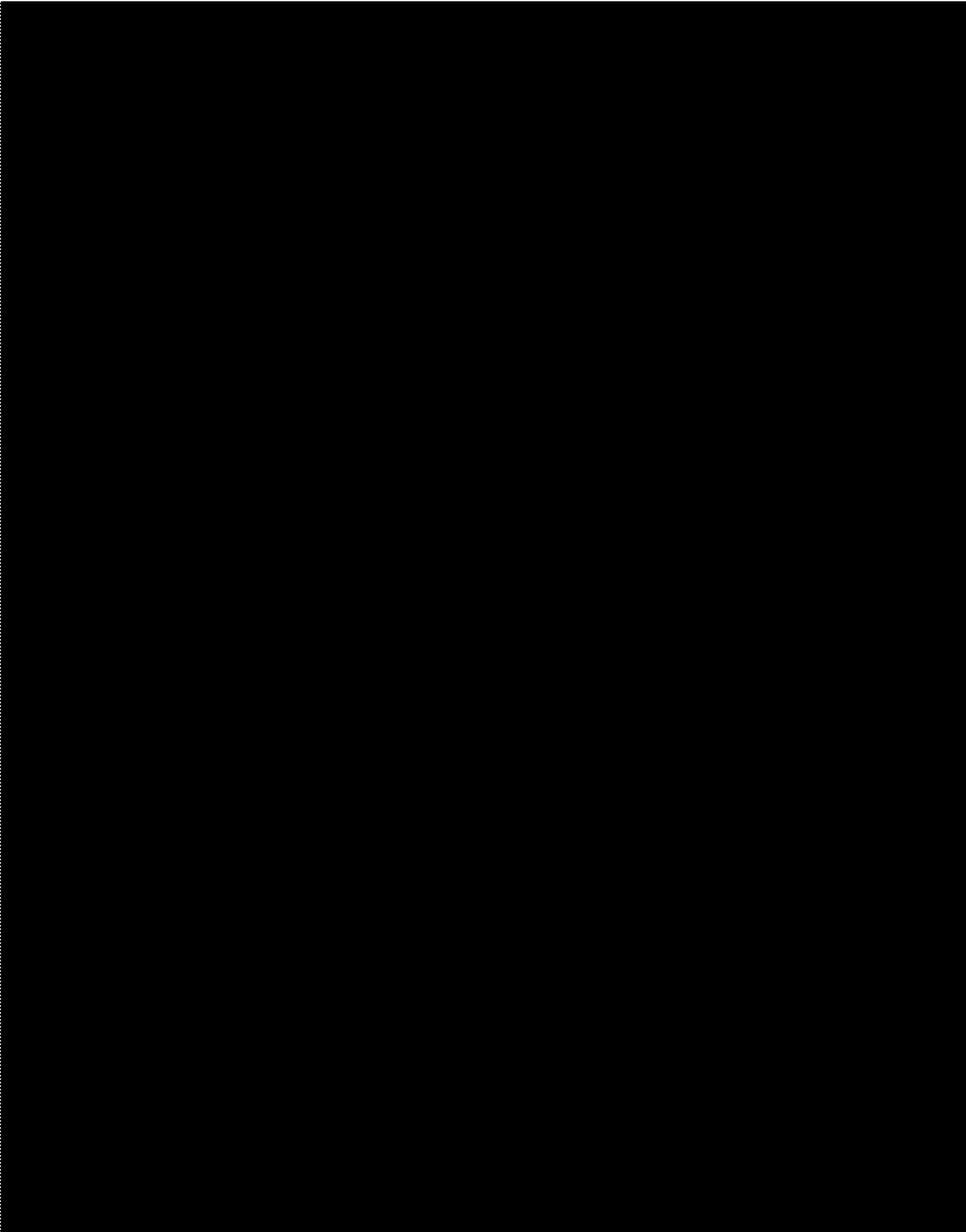


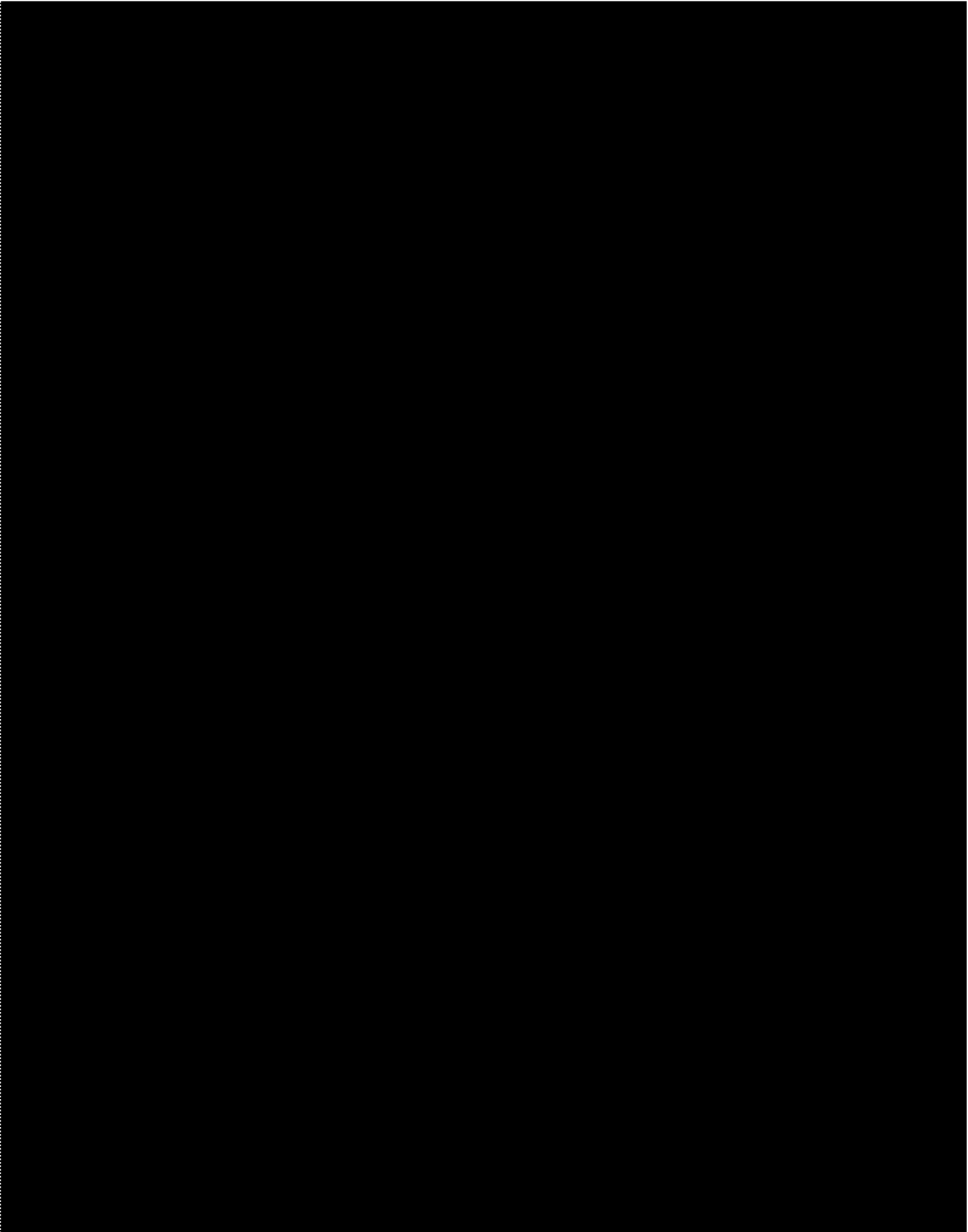


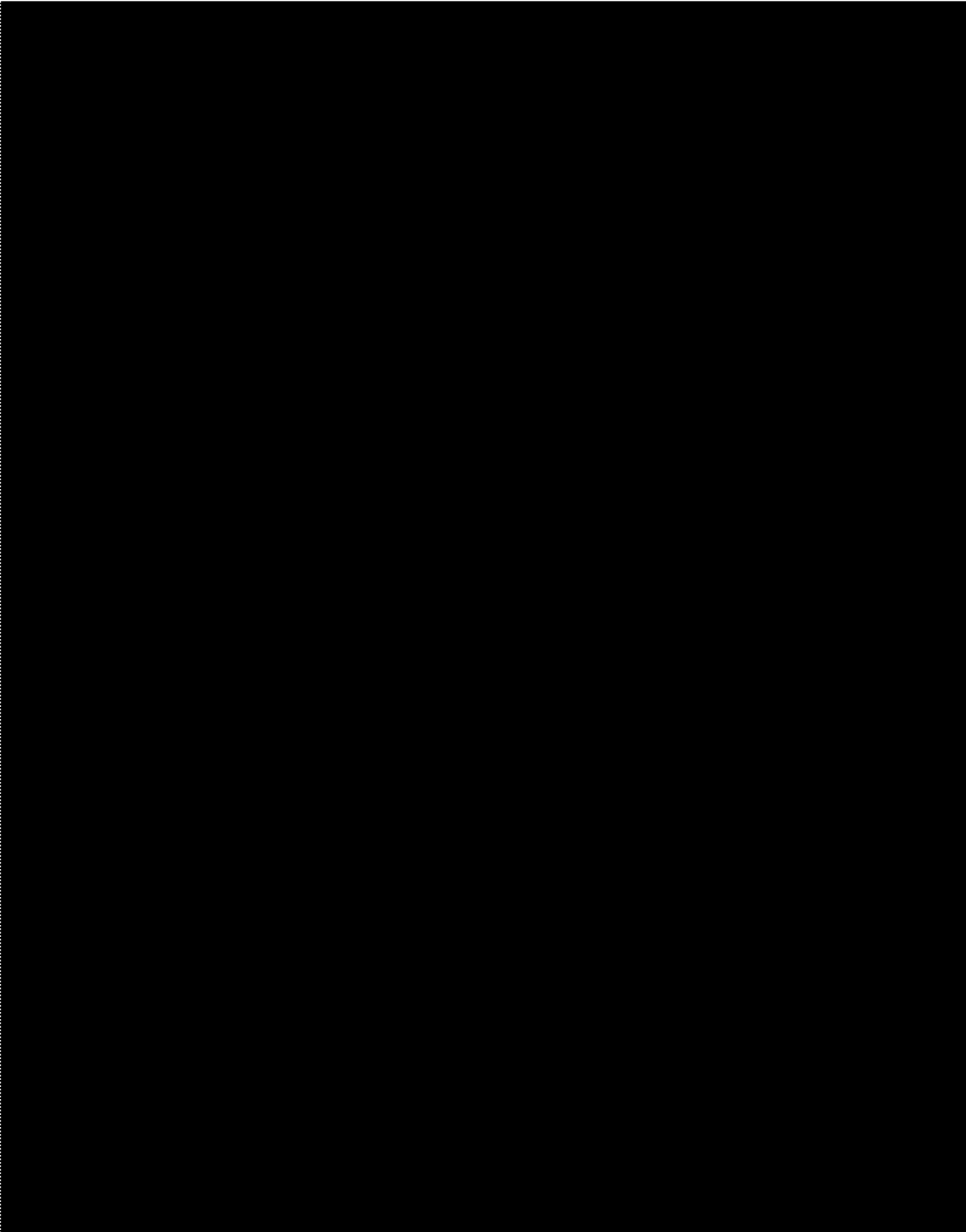




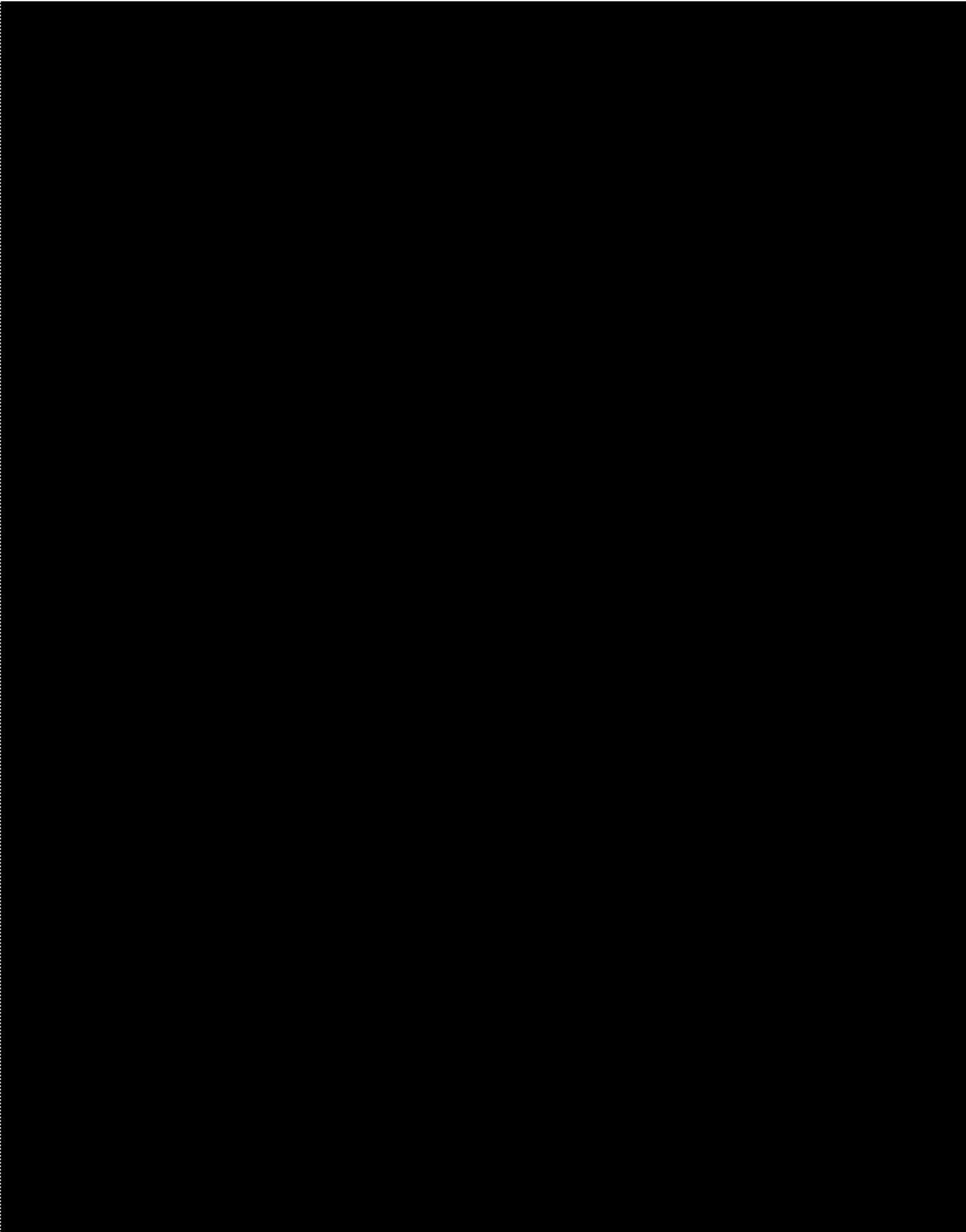












Section 2.10.

Intellectual Property.

(a) Schedule 2.10(a) sets forth a true and complete list of all registrations and applications for registration of Assigned Intellectual Property ("Registered Seller Intellectual Property"). Seller is the sole and exclusive owner of all, if any, Registered Seller Intellectual Property, free and clear of all Liens. Each item of Registered Seller Intellectual Property, if any, is subsisting and valid and enforceable.

(b) Seller is the sole and exclusive owner of, or has a valid right to use, all of the Seller Intellectual Property, if any, in each case, free and clear of all Liens. The consummation of the transactions contemplated hereby does not and will not conflict with, alter or impair any of the Seller Intellectual Property or Seller's rights with respect to any Seller Intellectual Property.

(c) The conduct of the Business, as currently conducted, does not, infringe upon, misappropriate, dilute or otherwise violate the Intellectual Property of any third party and Seller has not received, since January 1, 2015, written notice that the conduct of the Business is or may be infringing, misappropriating, diluting or otherwise violating, or has or may have infringed, misappropriated, diluted or otherwise violated, the Intellectual Property of any third party, and, to the knowledge of Seller and Selling Owner, no such threat has been made by any third party. To the knowledge of Seller and Selling Owner, no third party is infringing, misappropriating, diluting or otherwise violating or has infringed misappropriated, diluted or otherwise violated, any Assigned Intellectual Property, and no such claim, action, suit, Proceeding, arbitration, mediation or investigation is pending or has been threatened in writing.

(d) Seller has taken commercially reasonable steps to protect, preserve and maintain the secrecy and confidentiality of all proprietary or confidential information included in the Seller Intellectual Property ("Confidential Seller Information"). To the knowledge of Seller and Selling Owner, there have been no breaches of security resulting in the disclosure of any material Confidential Seller Information. Except as set forth on Schedule 2.10(d), all current and former employees and contractors of Seller who have had access to Confidential Seller Information have entered into non-disclosure agreements with respect to such information. All use, disclosure or appropriation of confidential information of a third party by Seller has been in compliance in all material respects with the applicable confidentiality obligations or is otherwise lawful.

(e) Schedule 2.10(e) sets forth a true and complete description of all Software (except for commercially available, non-customized Software (other than Open Source Software) for which Seller pays fees of less than [REDACTED] per year) and all databases included in the Seller Intellectual Property that are used or otherwise necessary to conduct the Business, including (i) a description of the functionality of each listed item, (ii) the name of the person that owns such item and (iii) a description of any Open Source Software or third party work incorporated into such item and used by Seller pursuant to

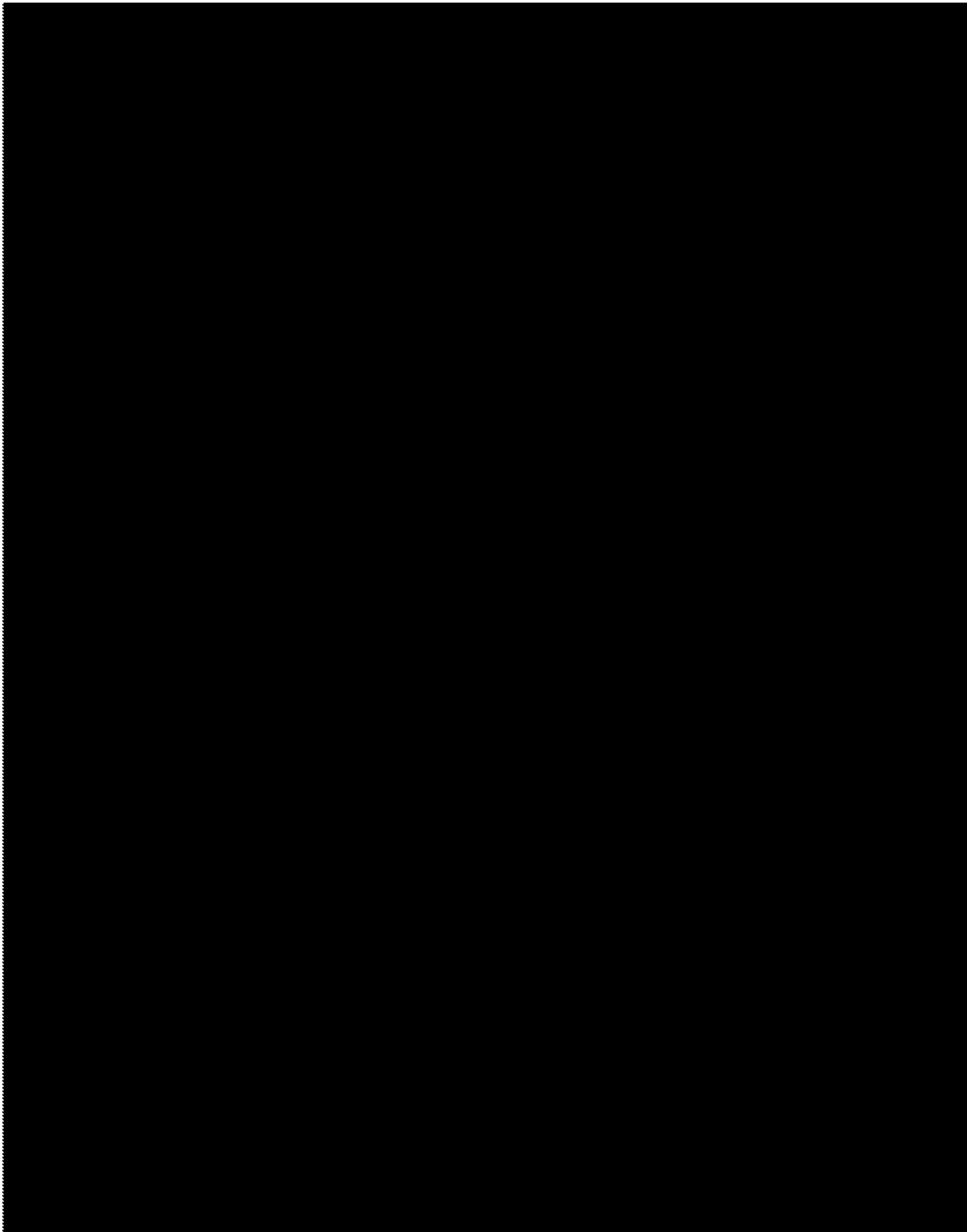
a license. Seller has not used, modified, or distributed any Open Source Software in a manner that: (iv) could or does require (or could or does condition the use or distribution of such software on) the disclosure, licensing or distribution of any source code for any Seller Intellectual Property; or (v) could or does otherwise impose any limitation, restriction or condition on the right or ability of Seller to use or distribute any Seller Intellectual Property.

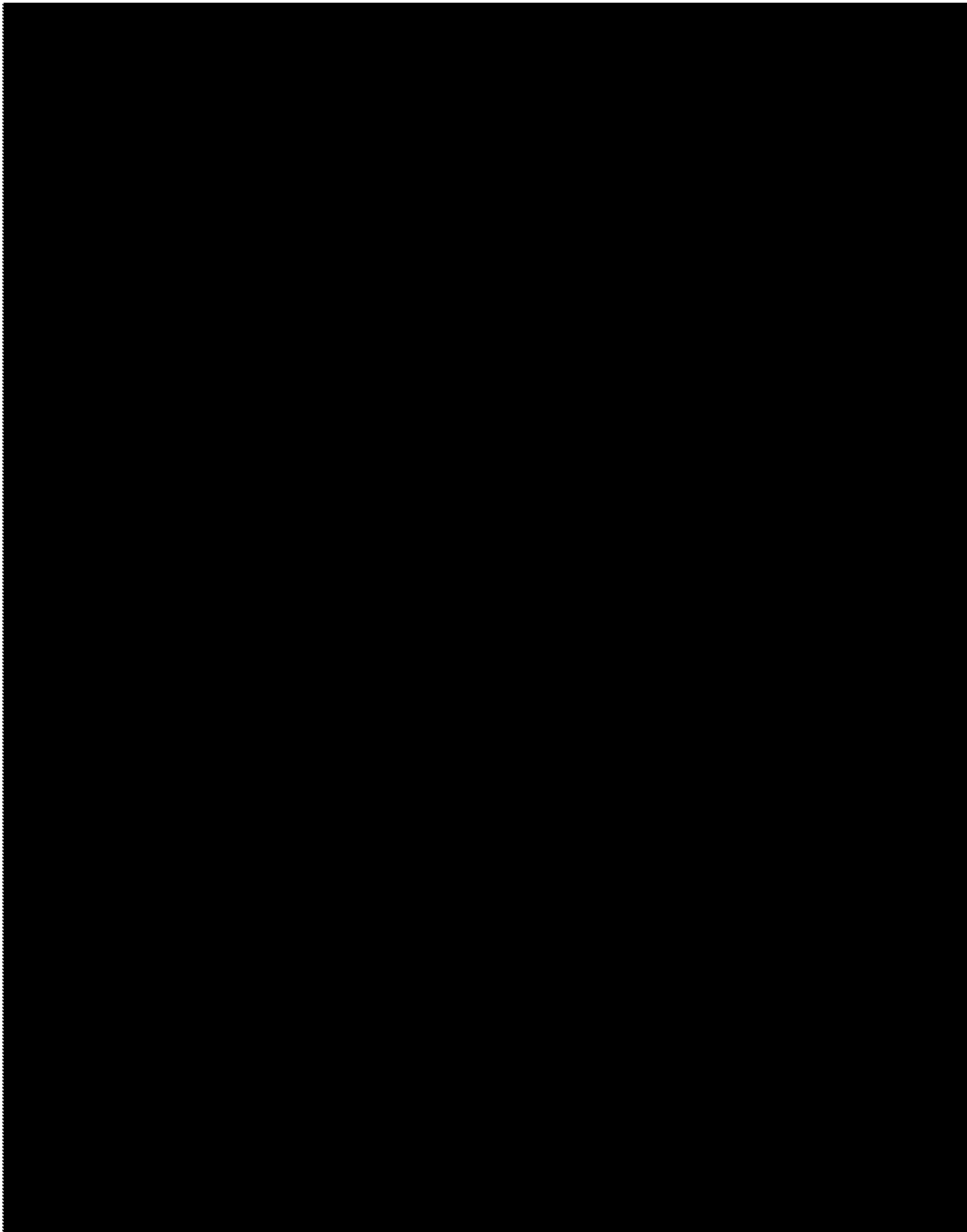
(f) The Software, databases and other information technology systems included in the Acquired Assets, (i) are in satisfactory working order and scalable to meet current and reasonably anticipated capacity of the Business, (ii) have no material defects and their technical documentation and manuals have no material errors, (iii) are configured and maintained to minimize the effects of and do not, to the knowledge of Seller and Selling Owner, contain any "viruses," trojan horses, or other Software routines designed to permit unauthorized access to or disabling or erasure of data without the consent of the user (it being understood that the foregoing does not include routines or mechanisms related to security or that limit the number or locations of users or modifications); and (iv) have appropriate security, back ups, and hardware and Software support and maintenance to minimize the risk of material error, breakdown, failure or security breach occurring and to ensure that if such event does occur it does not cause any loss of data or disruption to the operation of the Business or the businesses of Seller's customers. Since January 1, 2015, (v) there have been no material security breaches in Seller's information technology systems, and (vi) there have been no disruptions in any of Seller's information technology systems that have adversely affected the Business in any material respect.

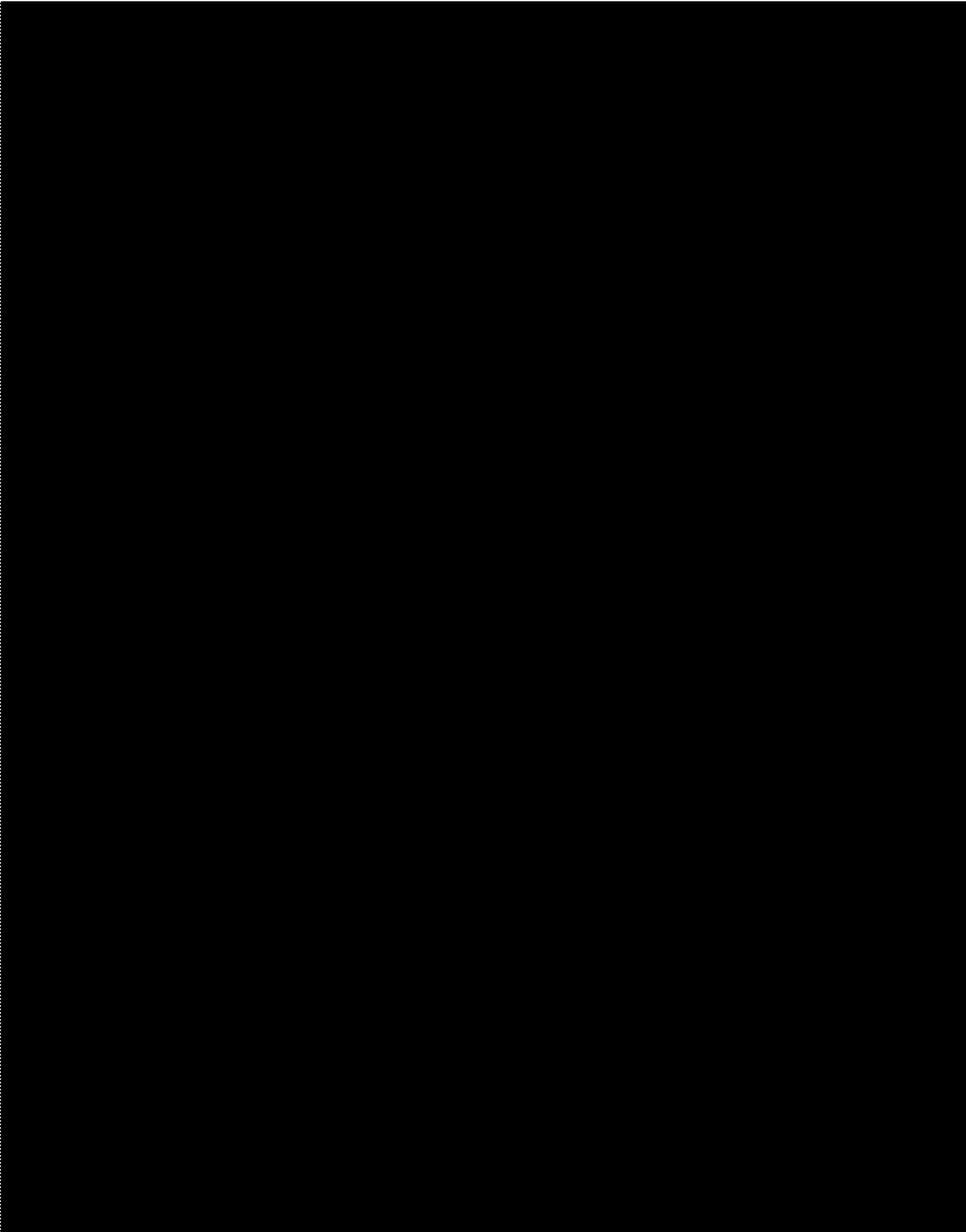
(g) Seller is and at all times has been in compliance in all material respects with each of its privacy policies and any applicable Laws and contractual obligations pertaining to personal information of customers of the Business and end users. True and complete copies of all current and historical privacy policies of Seller have been provided to Purchaser. No claims have been asserted or threatened against Seller alleging a violation of any Person's privacy or personal information or data rights and the consummation of the transactions contemplated hereby will not breach or otherwise cause any violation of any Law, privacy policy or contractual related to privacy, data protection, or the collection and use of personal information collected, used, or held for use by Seller in the conduct of the Business. Seller takes reasonable measures to ensure that such information is protected against unauthorized access, use, modification, or other misuse.

(h) Except as set forth on Schedule 2.10(h), (i) Seller is the sole and exclusive owner of all Intellectual Property with respect to all current and historical content of each website and other publication made available by the Business (the "Content"), (ii) to the extent that all Intellectual Property rights with respect to the Content does not vest in Seller by operation of law, Seller has secured, pursuant to a written and enforceable contract with each author of or other contributor to any Content, unencumbered and unrestricted exclusive ownership of all such Intellectual Property rights and has obtained the waiver of all non-assignable rights, including moral rights and (iii) no author of or other contributor to any Content has retained any rights, licenses, claims or interest whatsoever with respect to any Content.

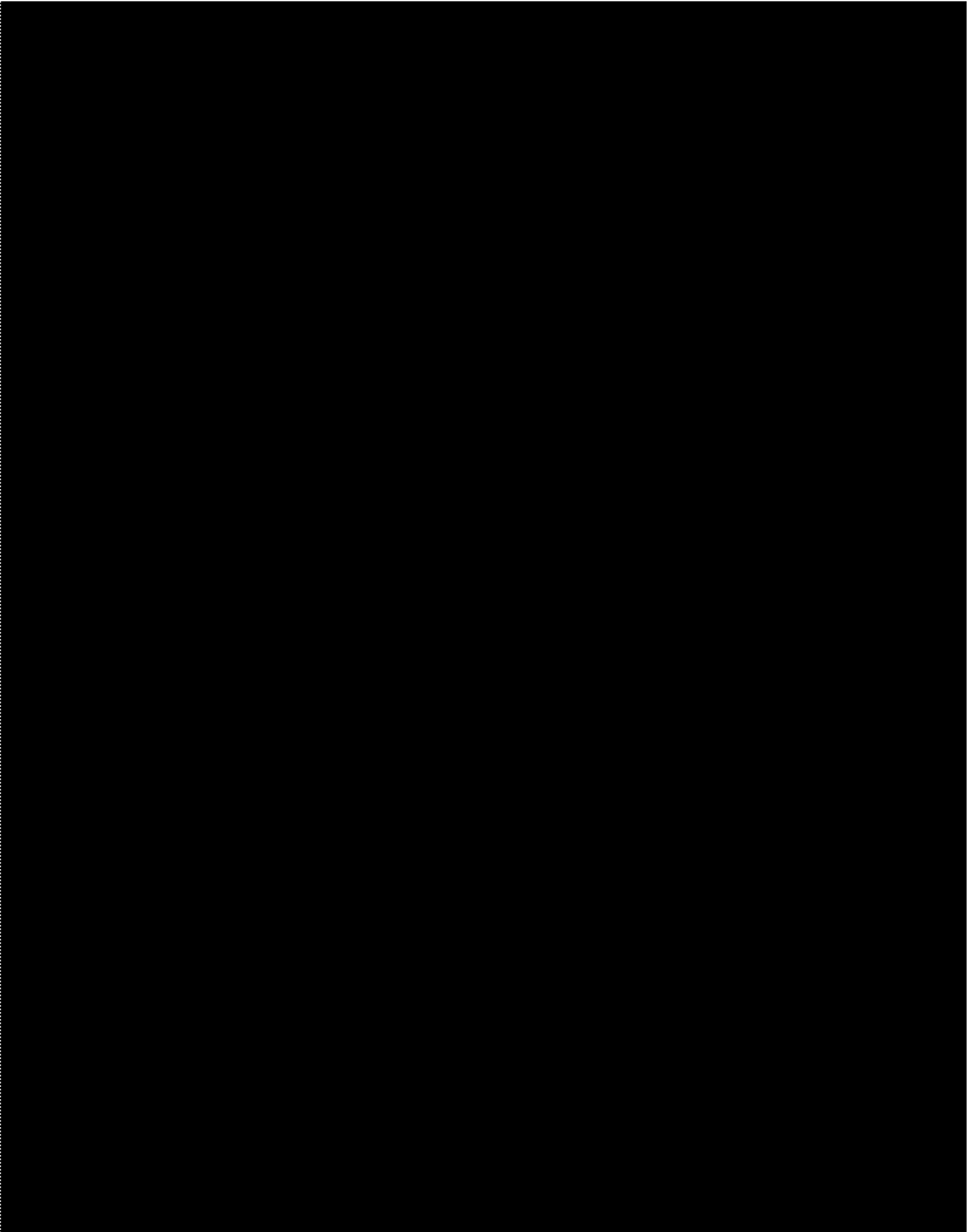
Section 2.11. Compliance with Law. Seller has complied in all material respects with all Laws applicable to the Business and ownership and operation of the Acquired Assets. Seller has not received any written notice relating to the Business of any alleged violation of Law from a Governmental Entity since January 1, 2015, and there are no pending or, to the knowledge of Seller and Selling Owner, threatened hearings, investigations or other Proceedings with respect to any such violation and, to knowledge of Seller and Selling Owner, there are no facts or circumstances which could form the basis for any such violation. There is no unresolved violation or exception by any Governmental Entity with respect to any report or statement relating to any examination of the Business.



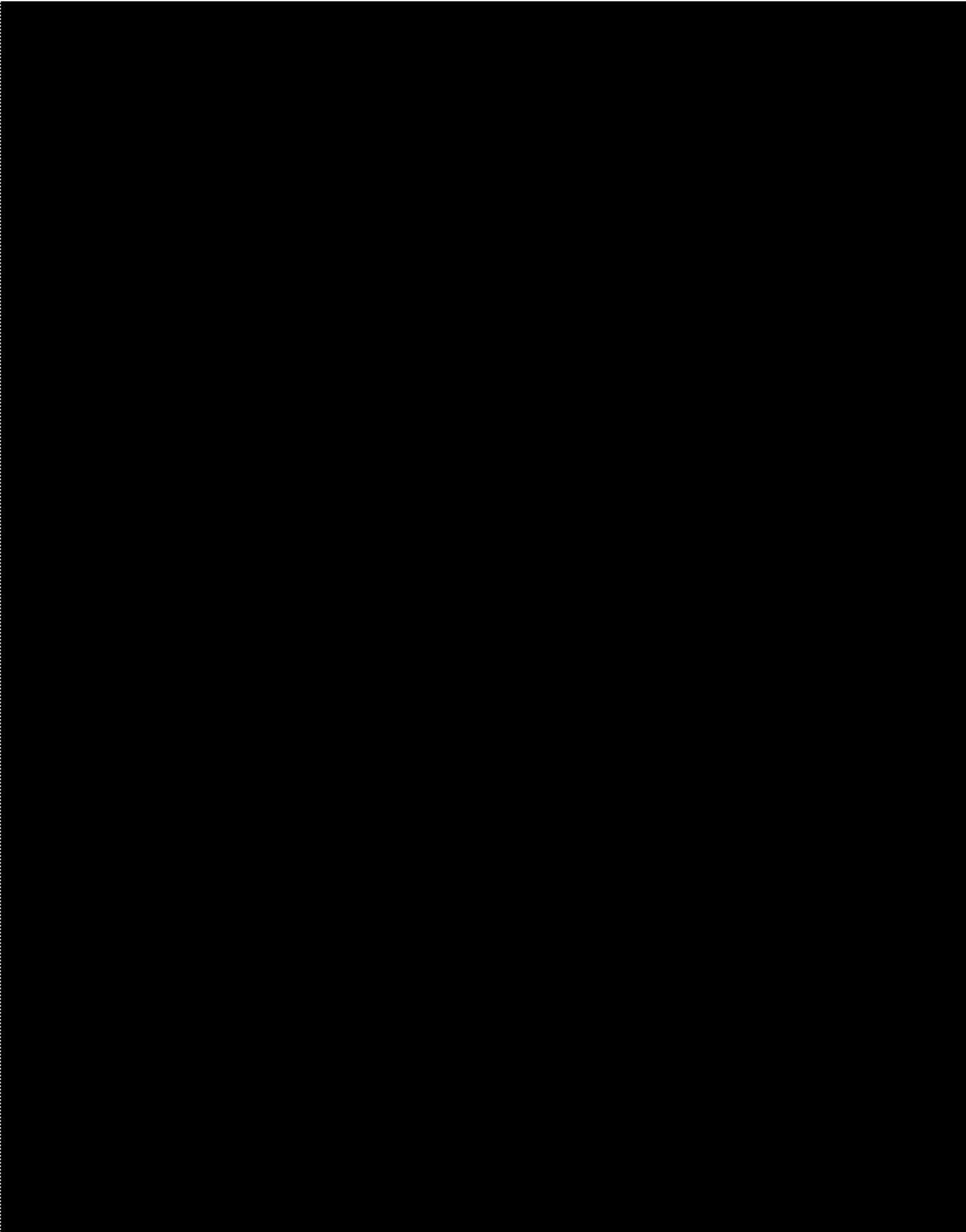


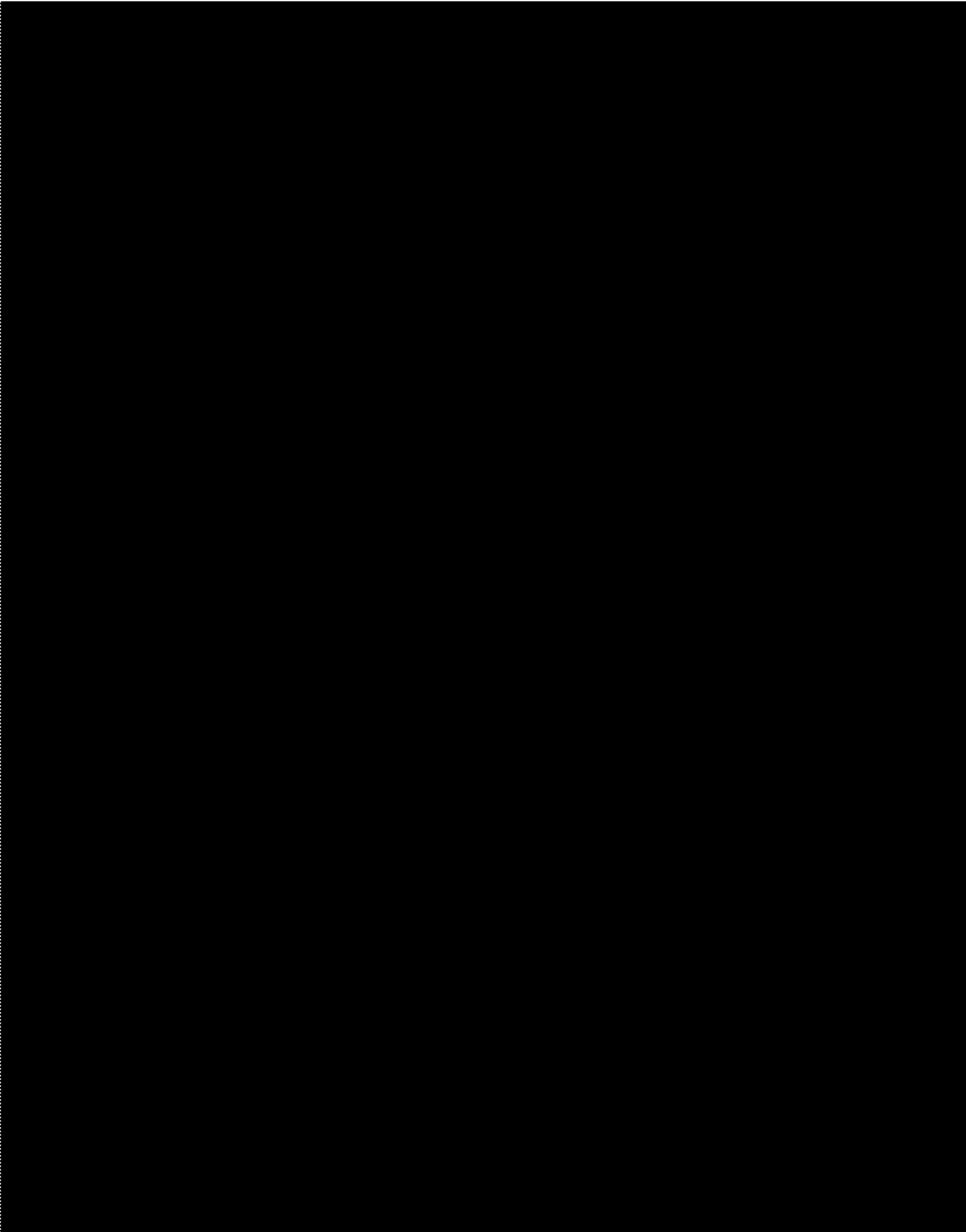


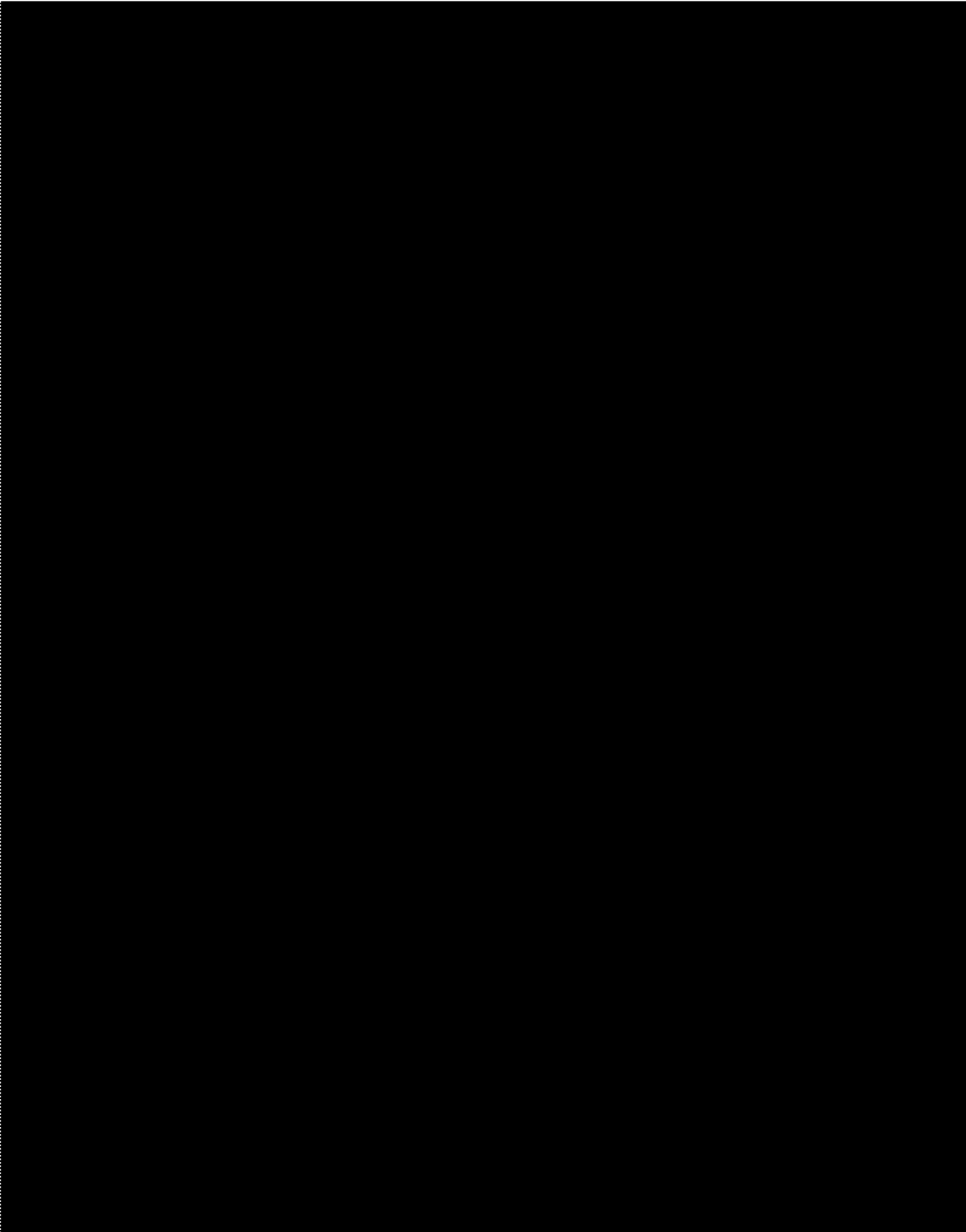
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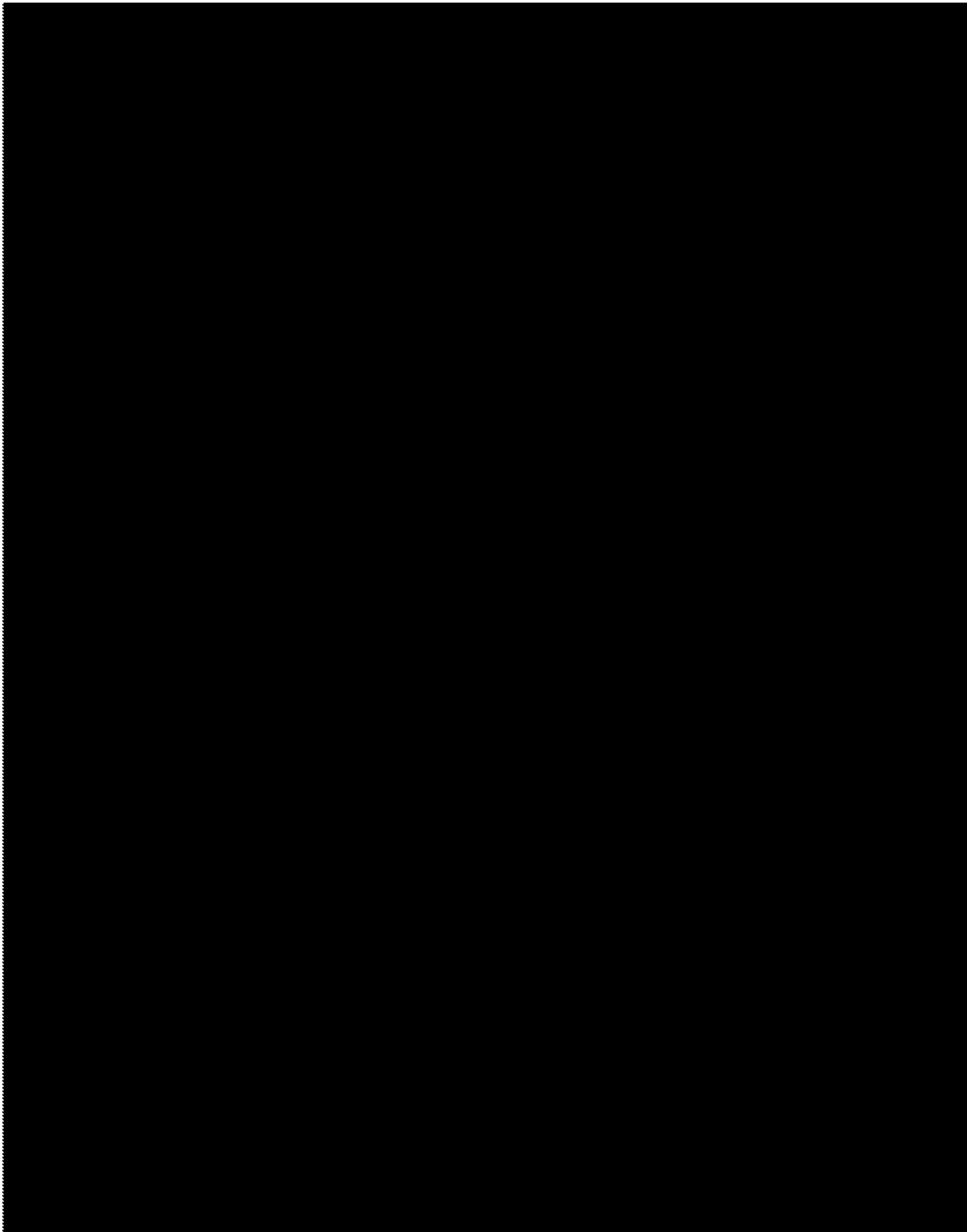


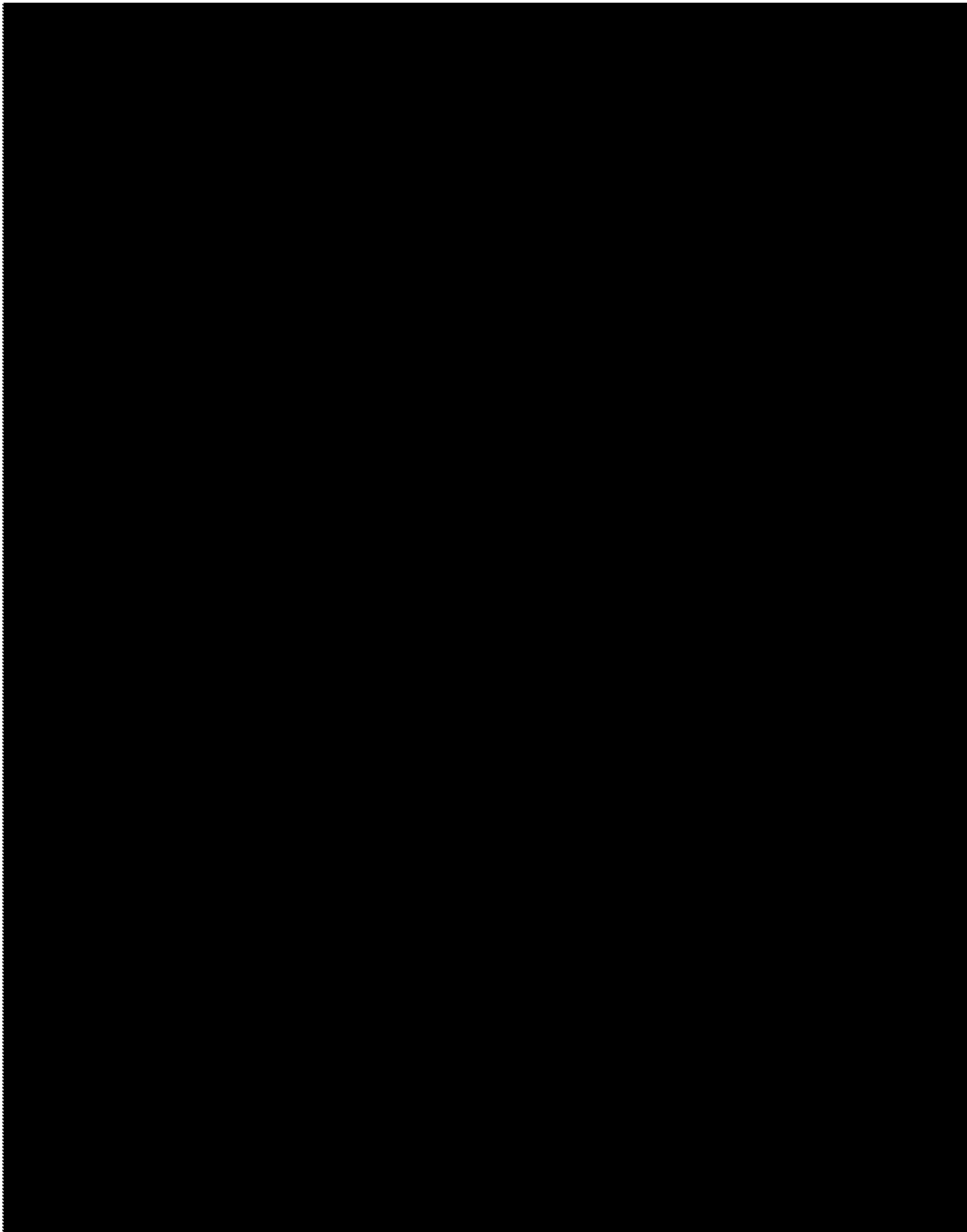


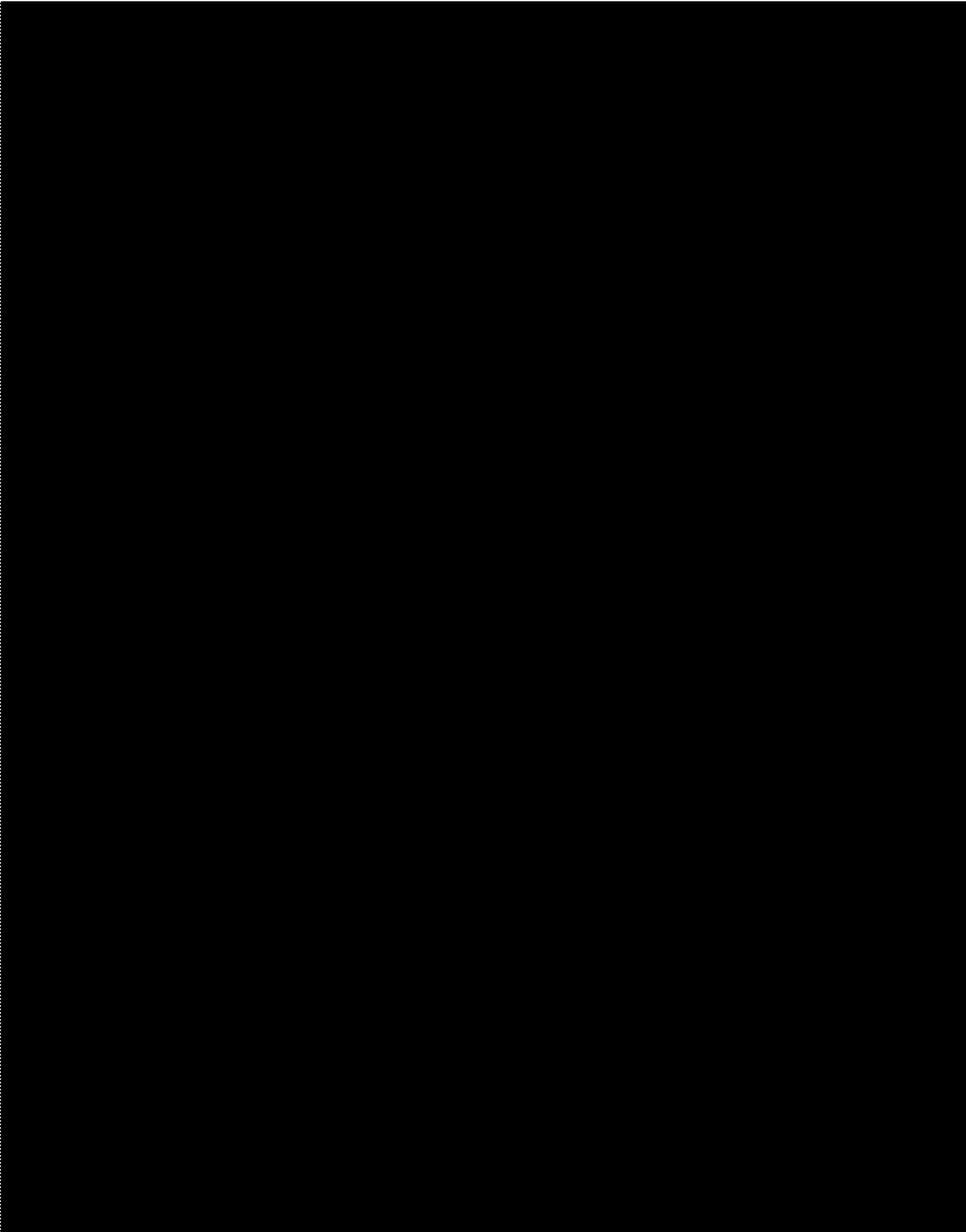


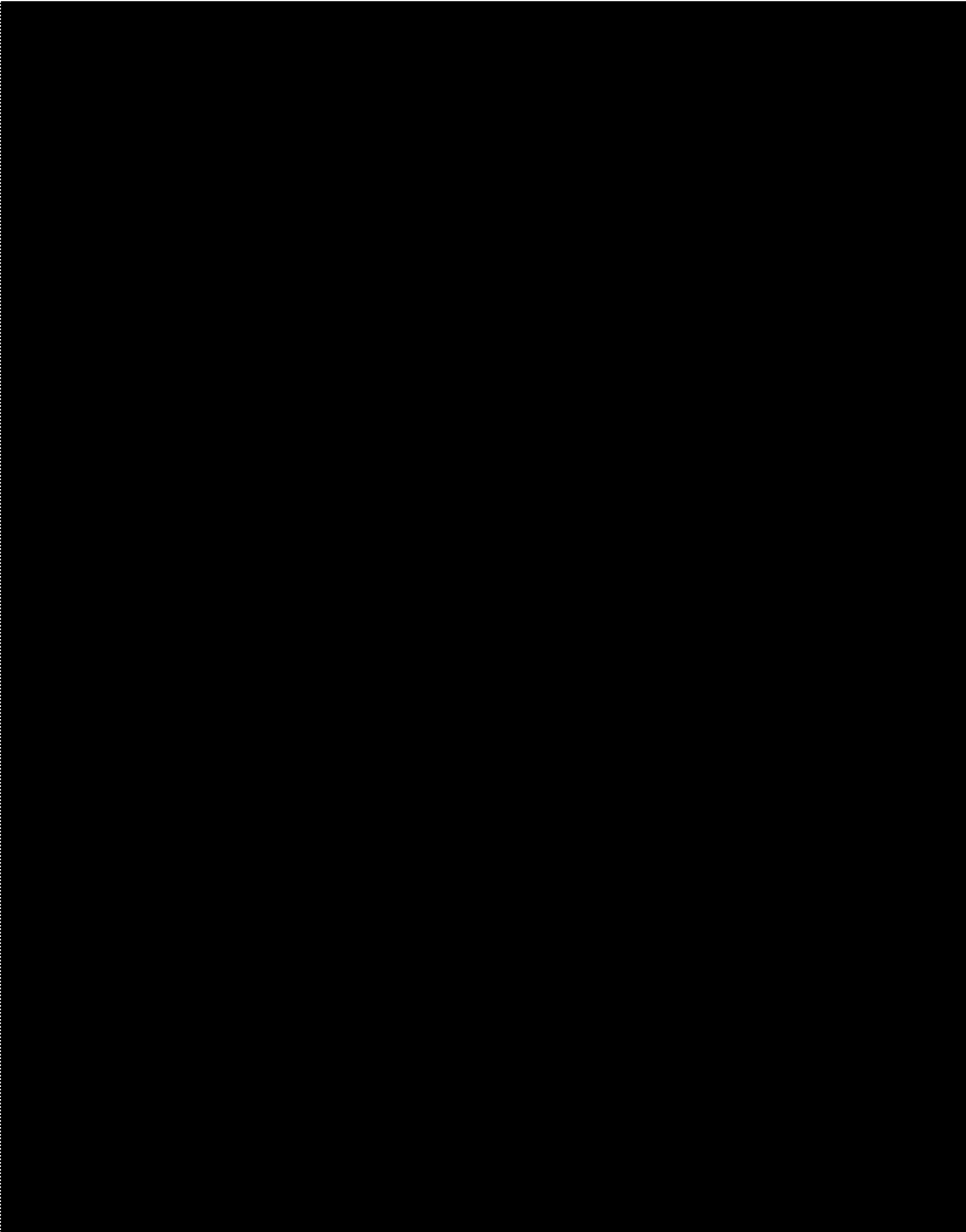


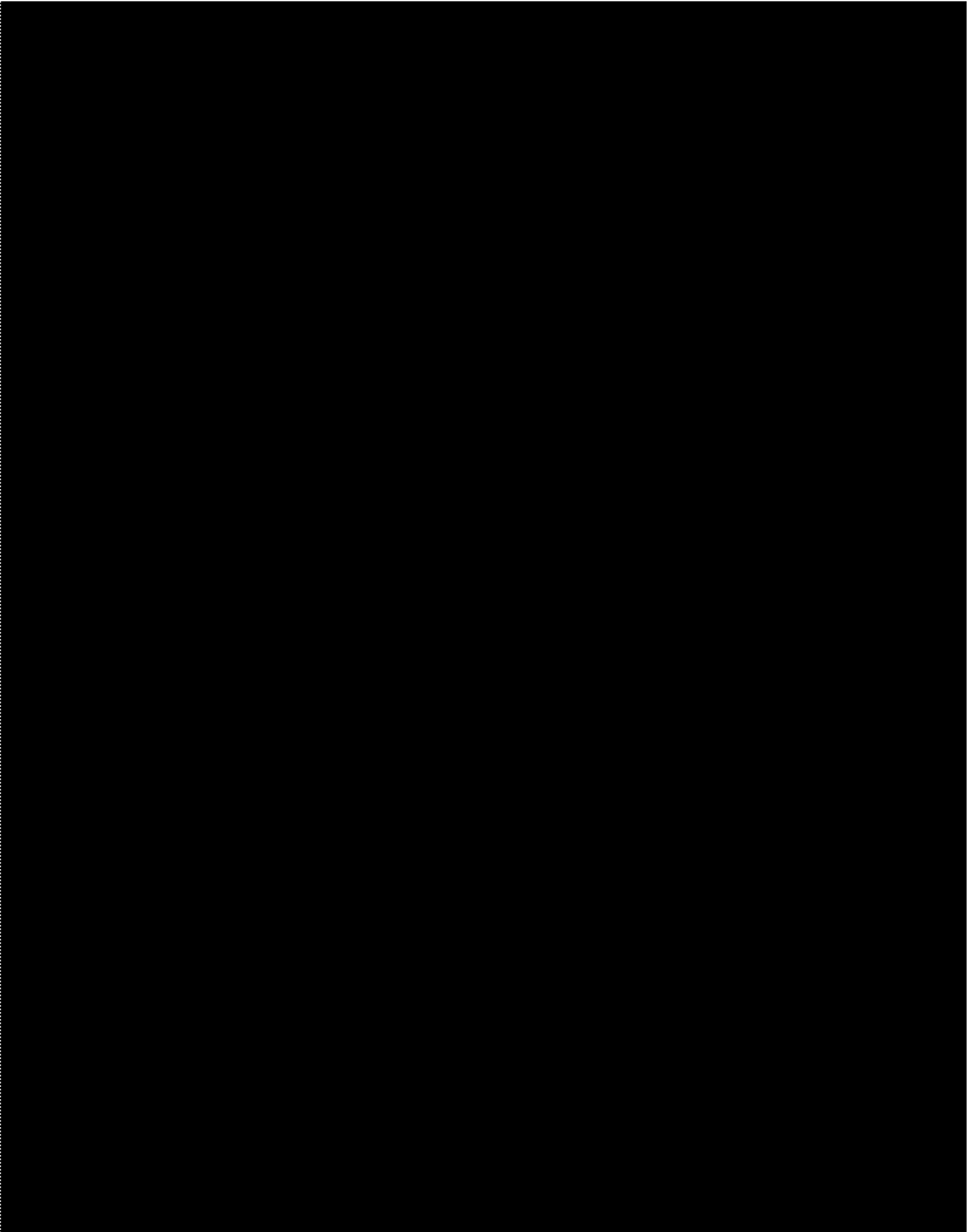
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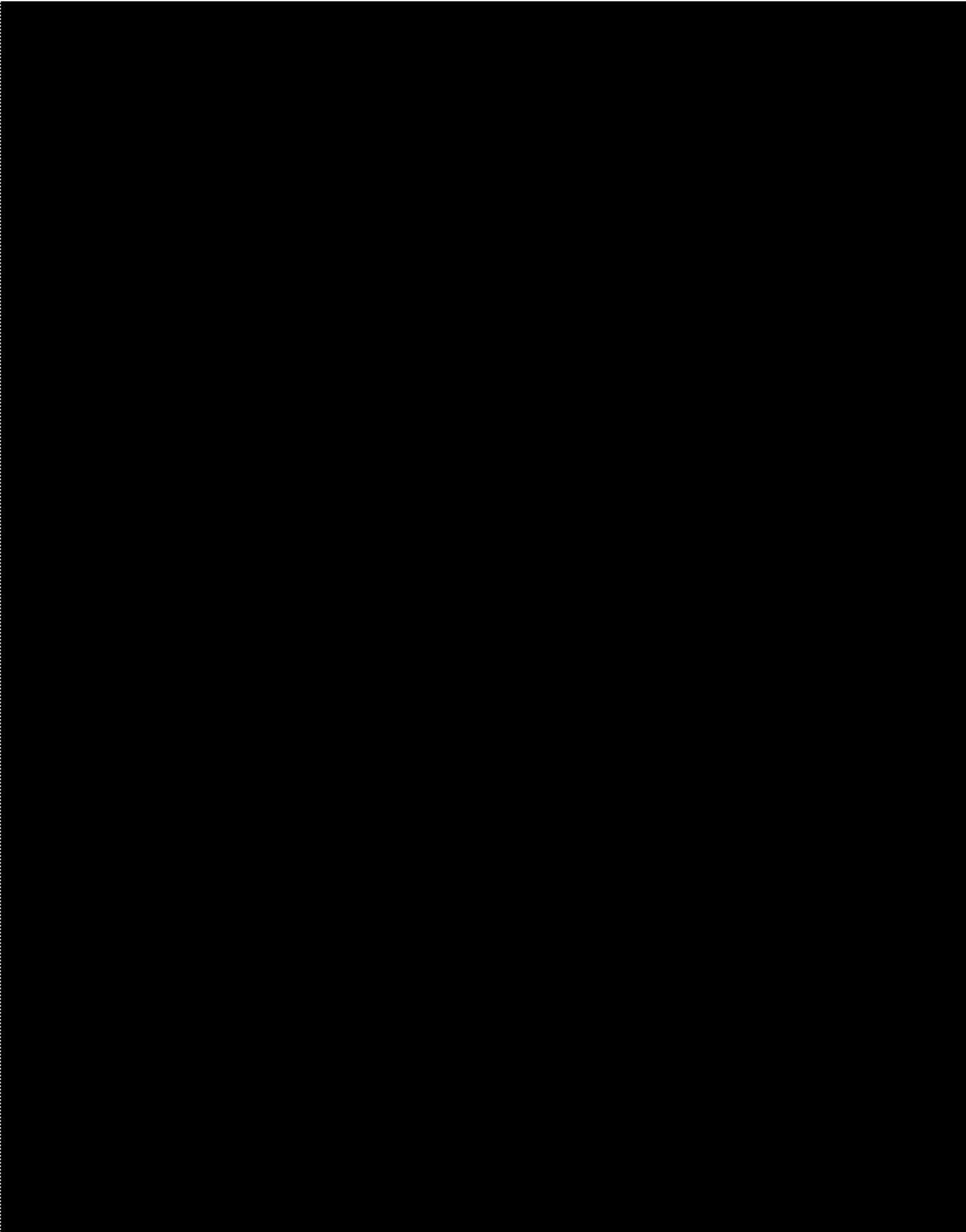


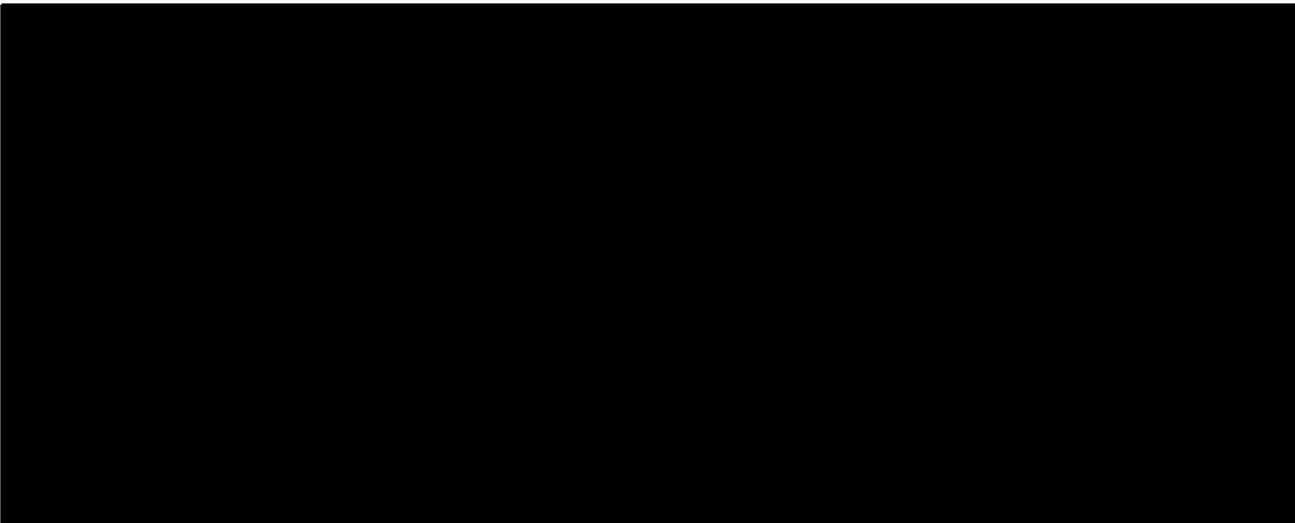




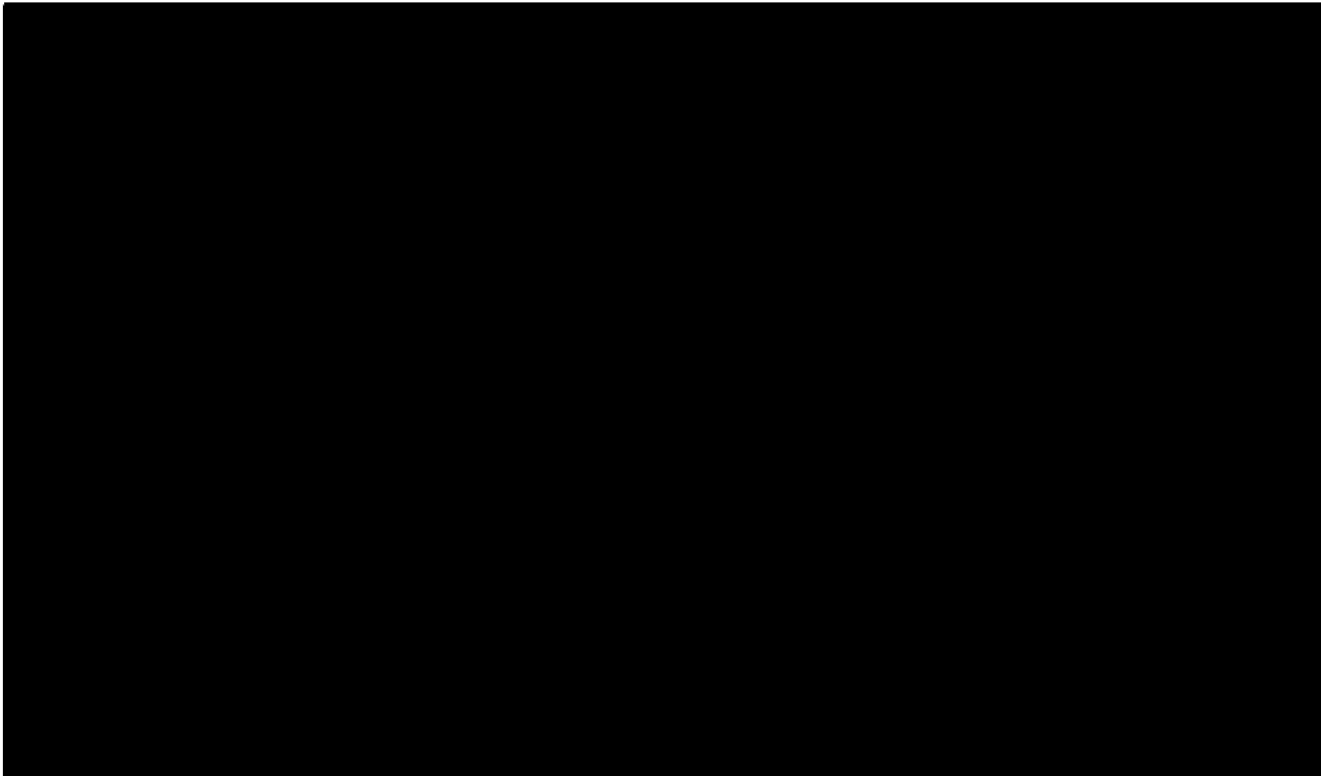


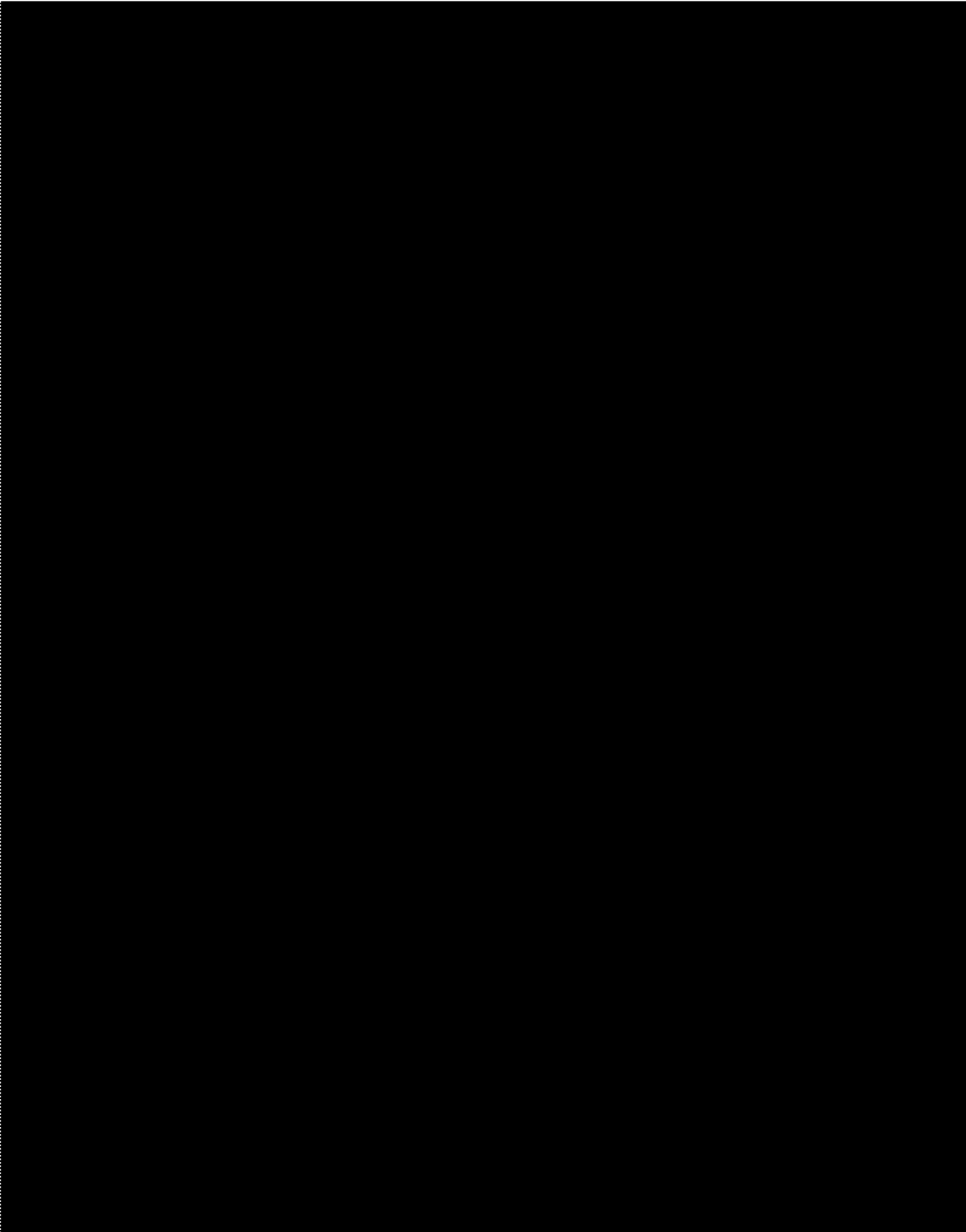


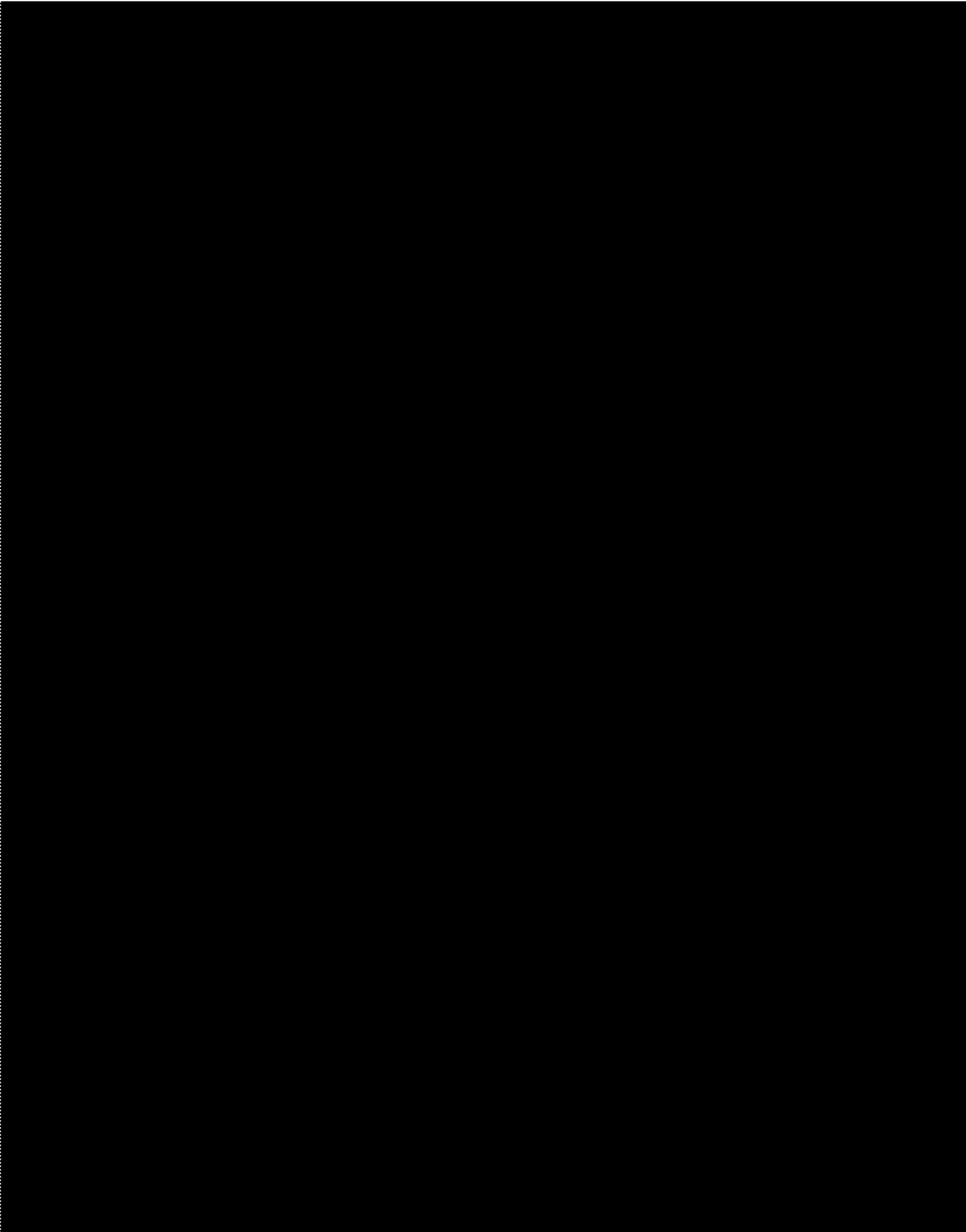


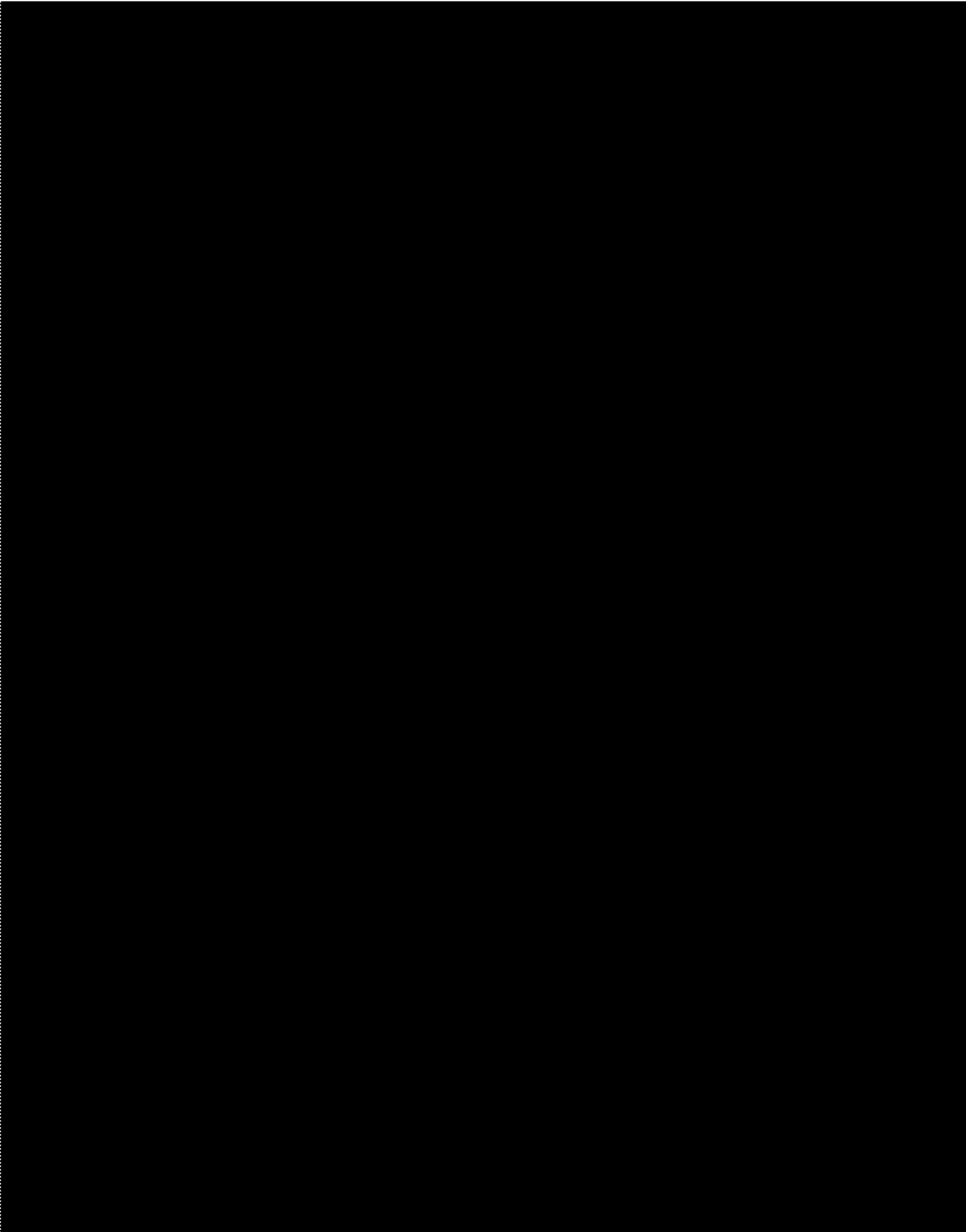


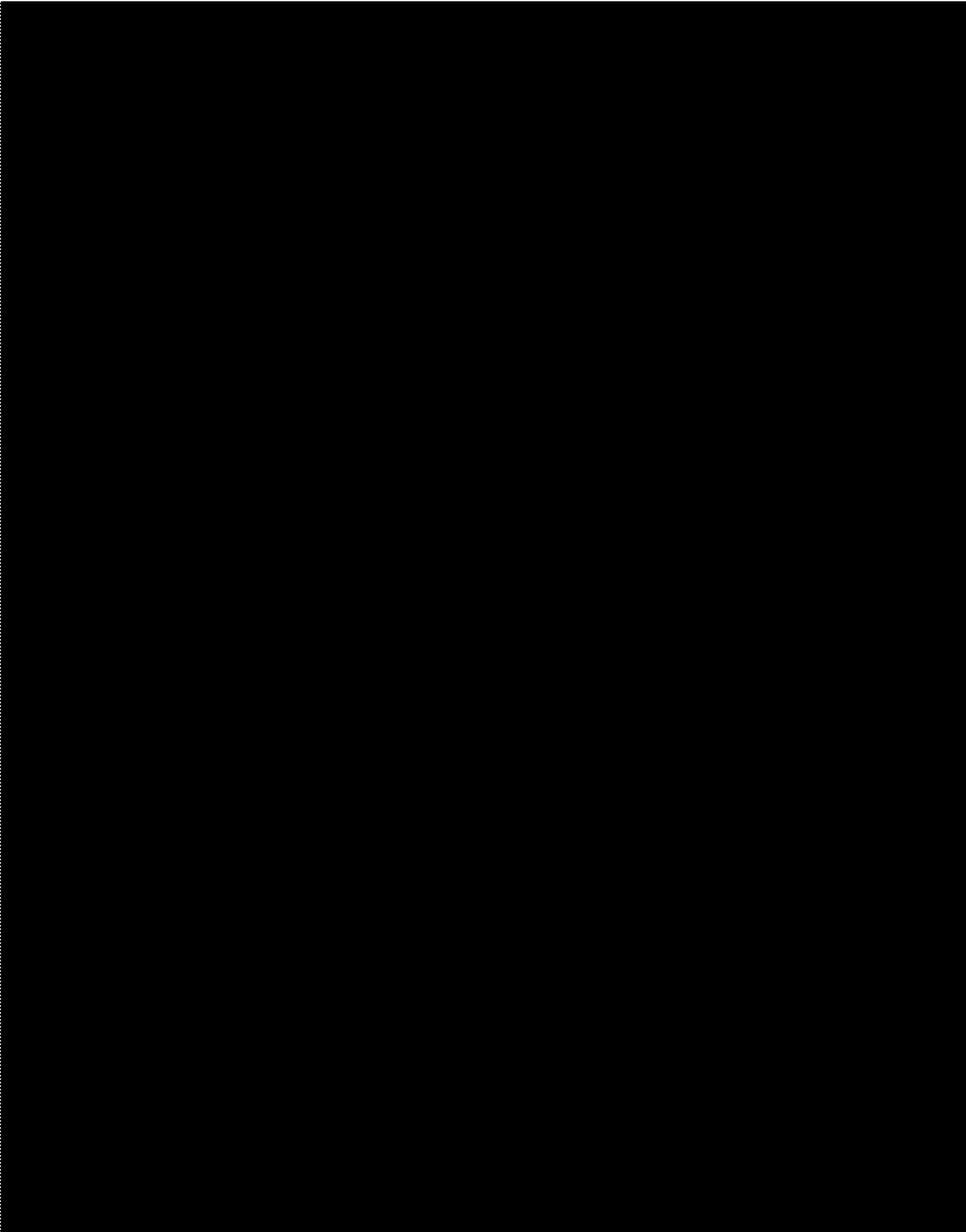
"Intellectual Property" means any and all intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, including all rights and interests pertaining to or deriving from: (i) patents (including all reissues, divisionals, continuations, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, post-grant oppositions, substitutions and extensions thereof), patent applications, invention disclosures and discoveries (whether or not patentable or reduced to practice), (ii) trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, social media handles and other source or business identifiers, and any applications therefor, including any and all goodwill associated therewith, (iii) copyrights, copyright applications, and other copyrightable works, including any derivative works and moral rights associated therewith, (iv) Internet domain names, including top level domain names and global top level domain names, (v) Software, data, databases and documentation thereof, and (vi) trade secrets, know-how and other proprietary or confidential information, whether or not reduced to writing or any other tangible form.











IN WITNESS WHEREOF, Seller, Selling Owner and Purchaser have duly executed this Agreement as of the date first written above.

**PURCHASER:**


GLOBAL FOOTWEAR, L.L.C.


By:   
Name: David Malino  
Title: Manager

**SELLER:**

MARCUS LEMONIS LLC


ML FASHION LLC

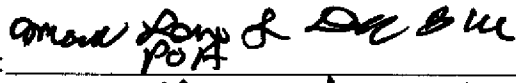
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Name: Marcus Lemonis  
Title: Manager

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Weir POA  
Name: Marcus Lemonis  
Title: Manager

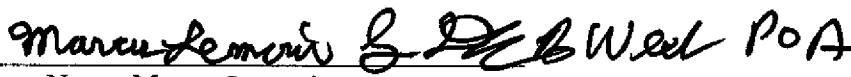
ML FOOTWEAR LLC

ML RETAIL LLC

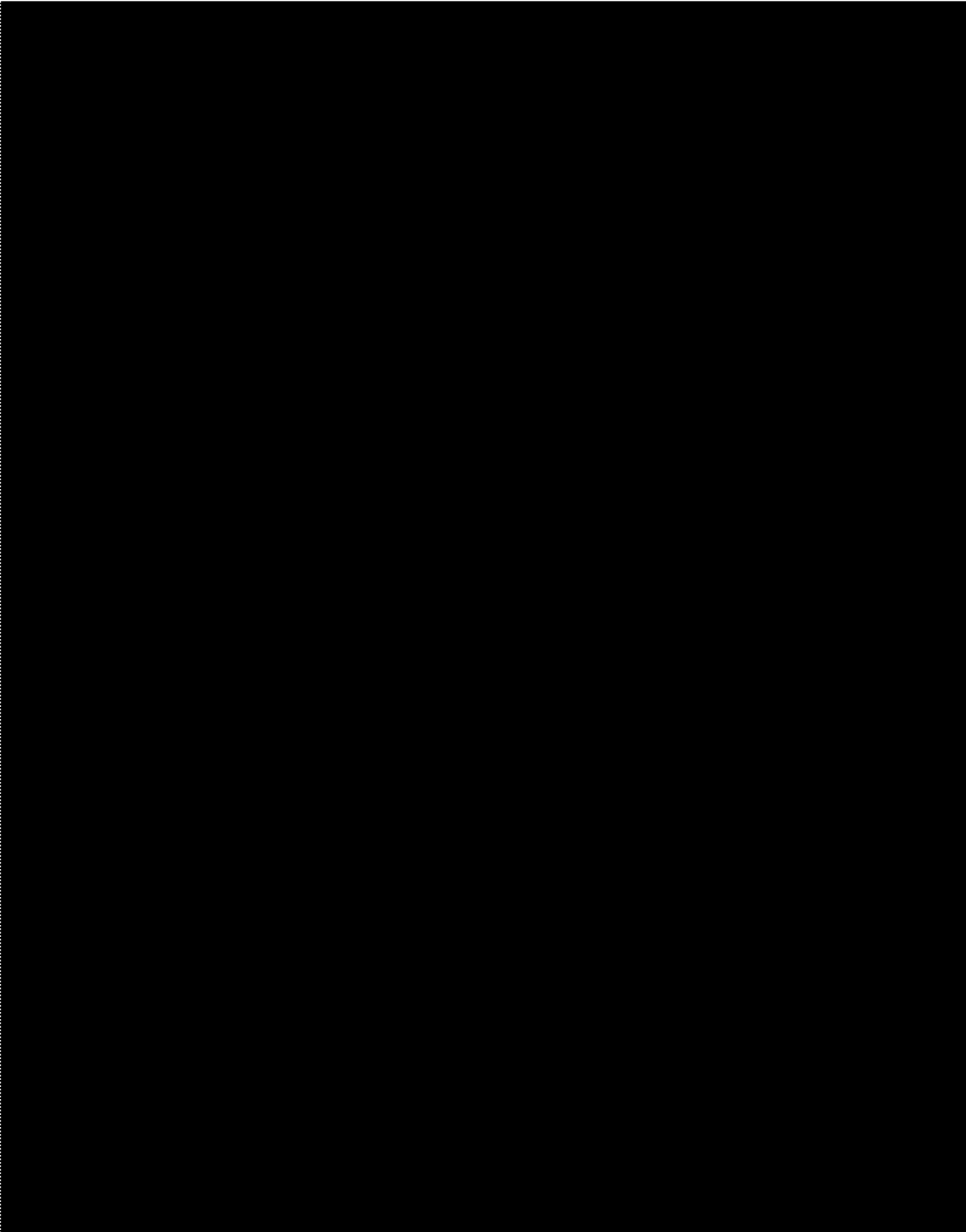
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Name: Marcus Lemonis  
Title: Manager

By:   
POA  
Name: Marcus Lemonis  
Title: Manager

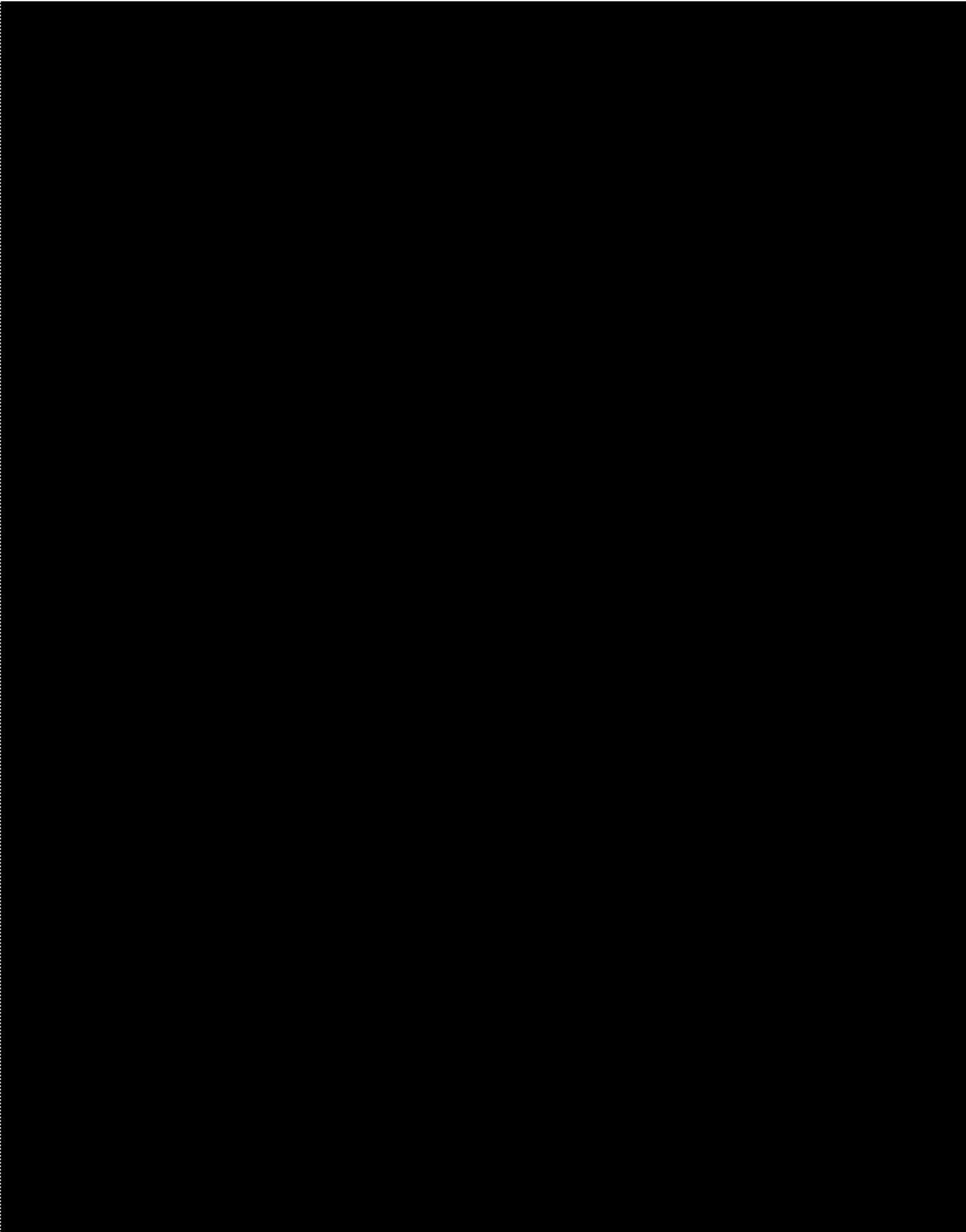
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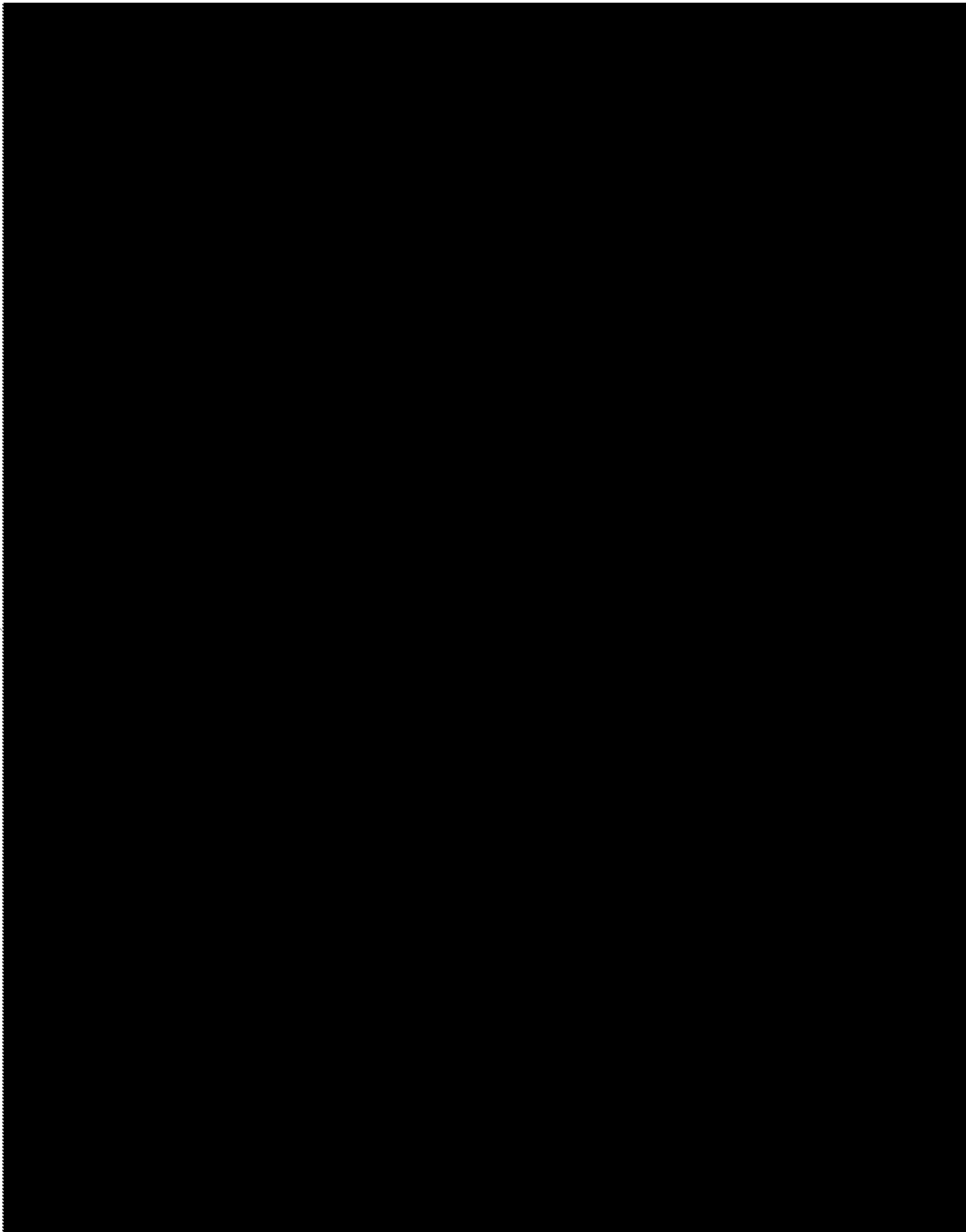
By:   
B Weir POA  
Name: Marcus Lemonis

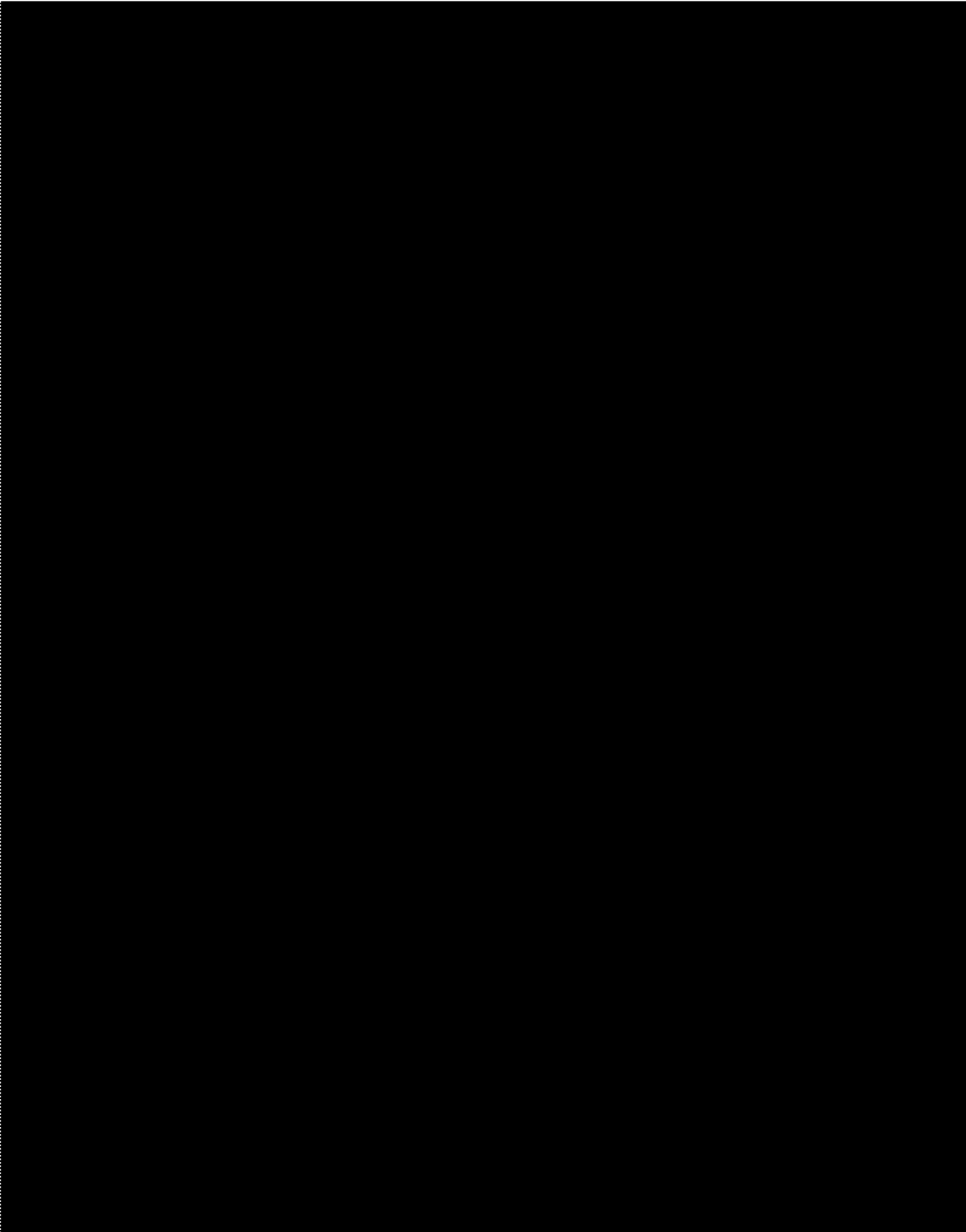
[Signature page to Asset Purchase Agreement]



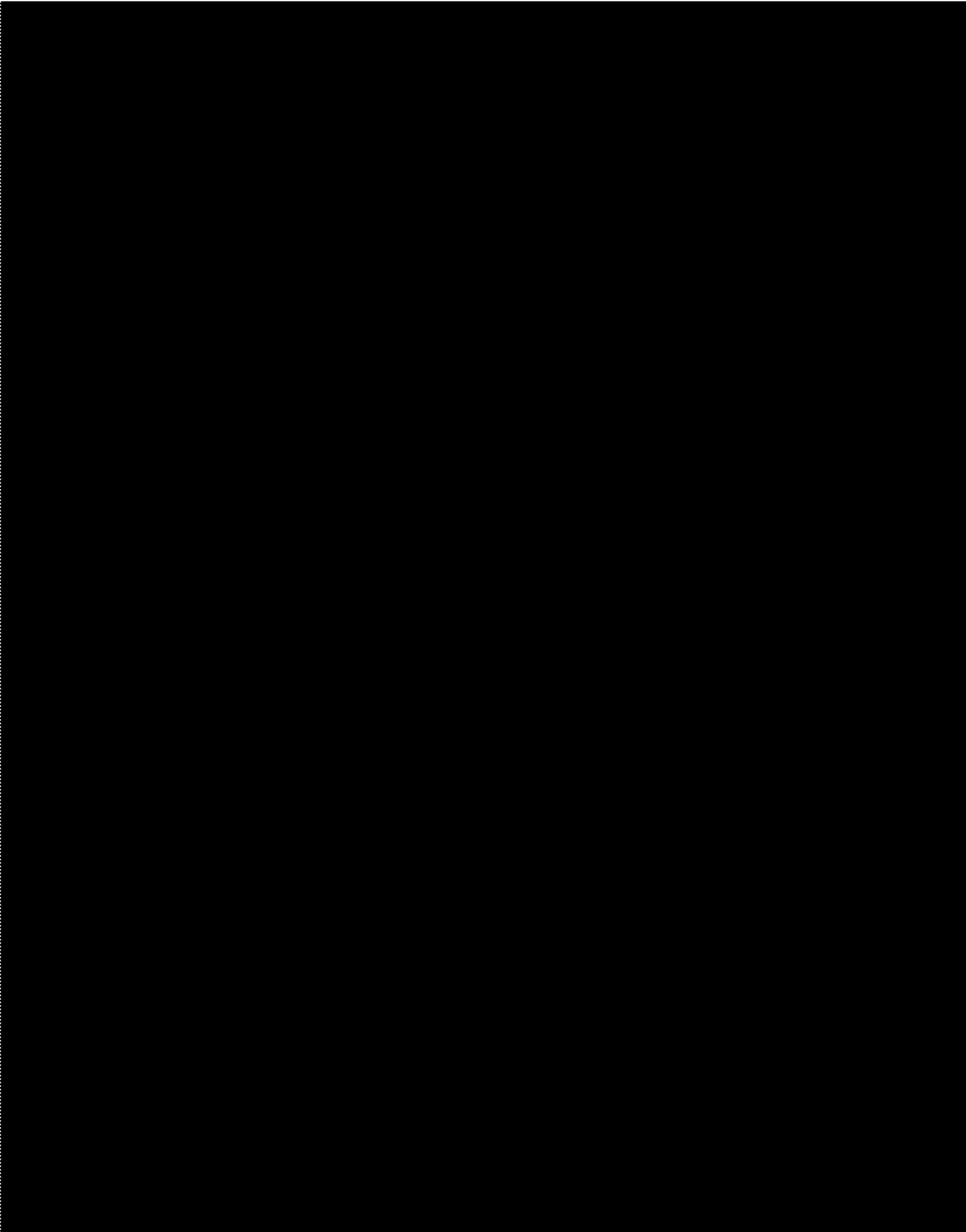


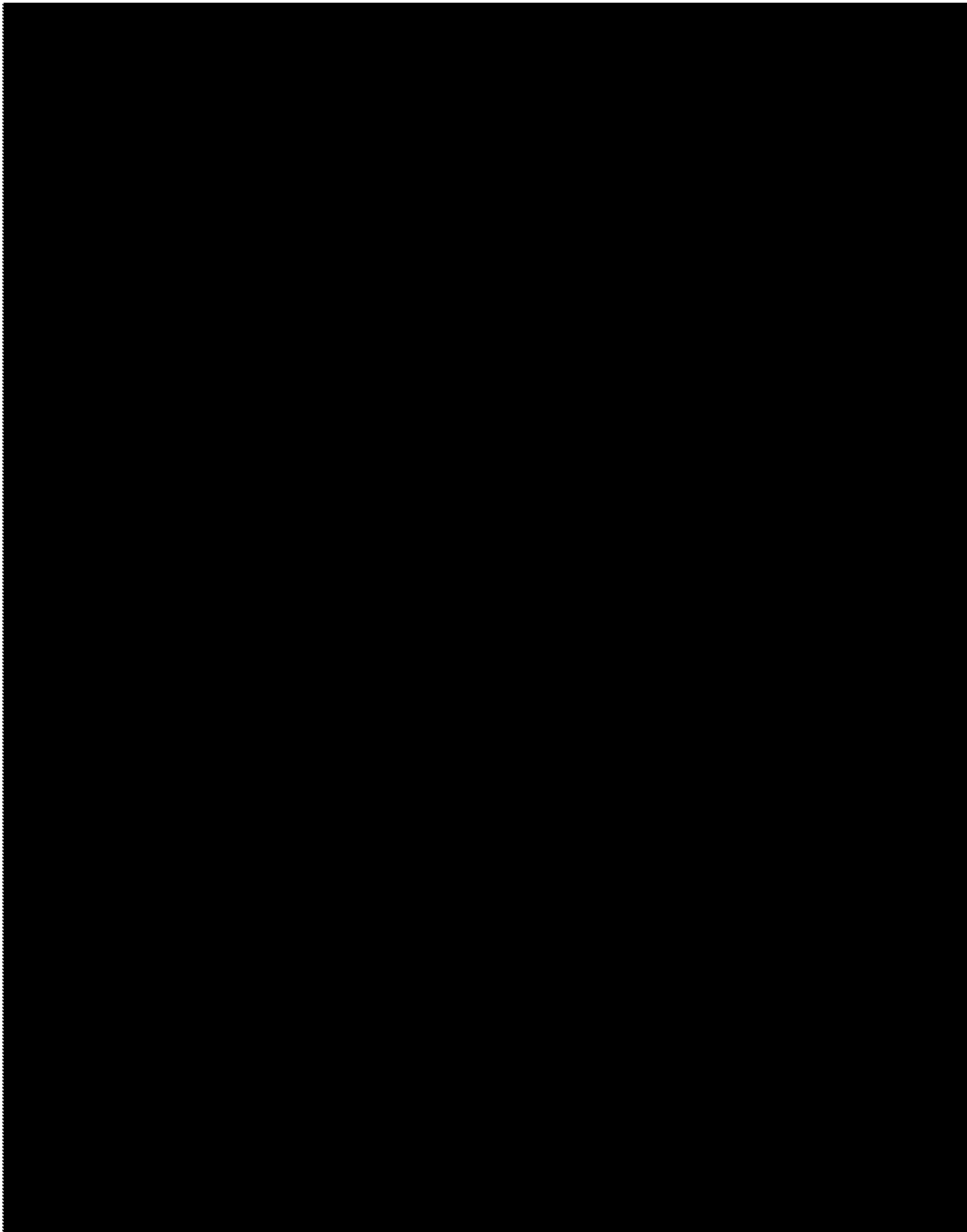


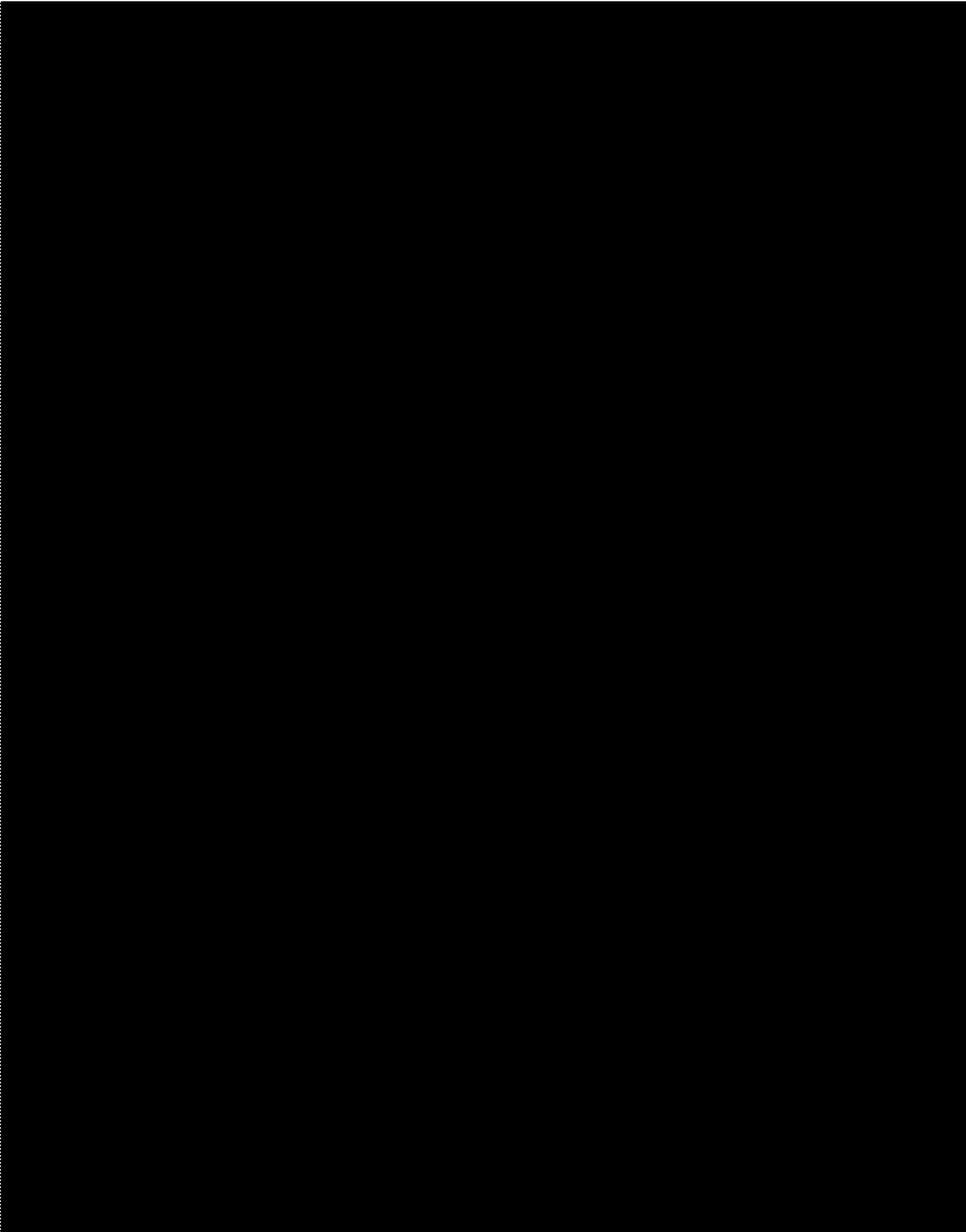


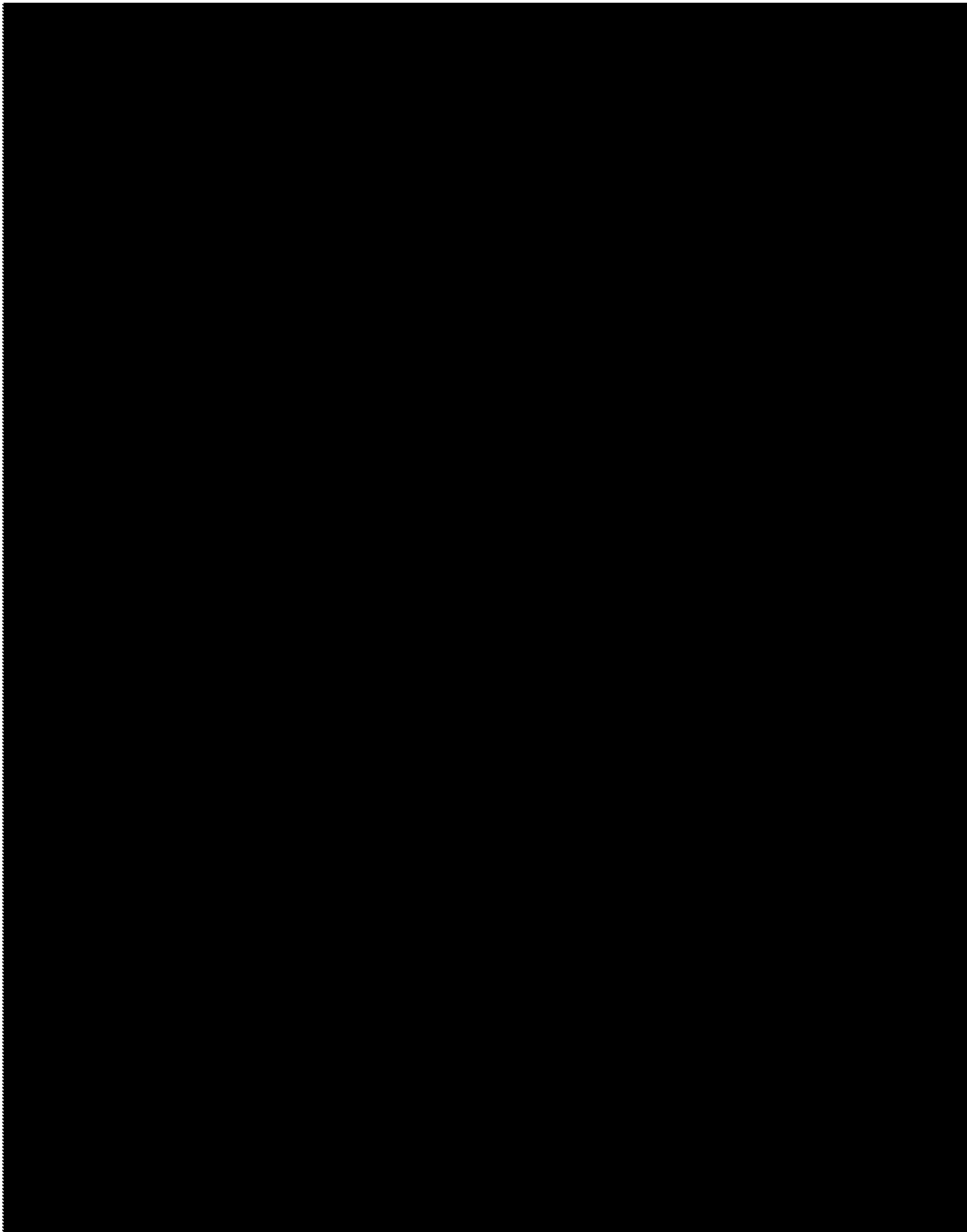


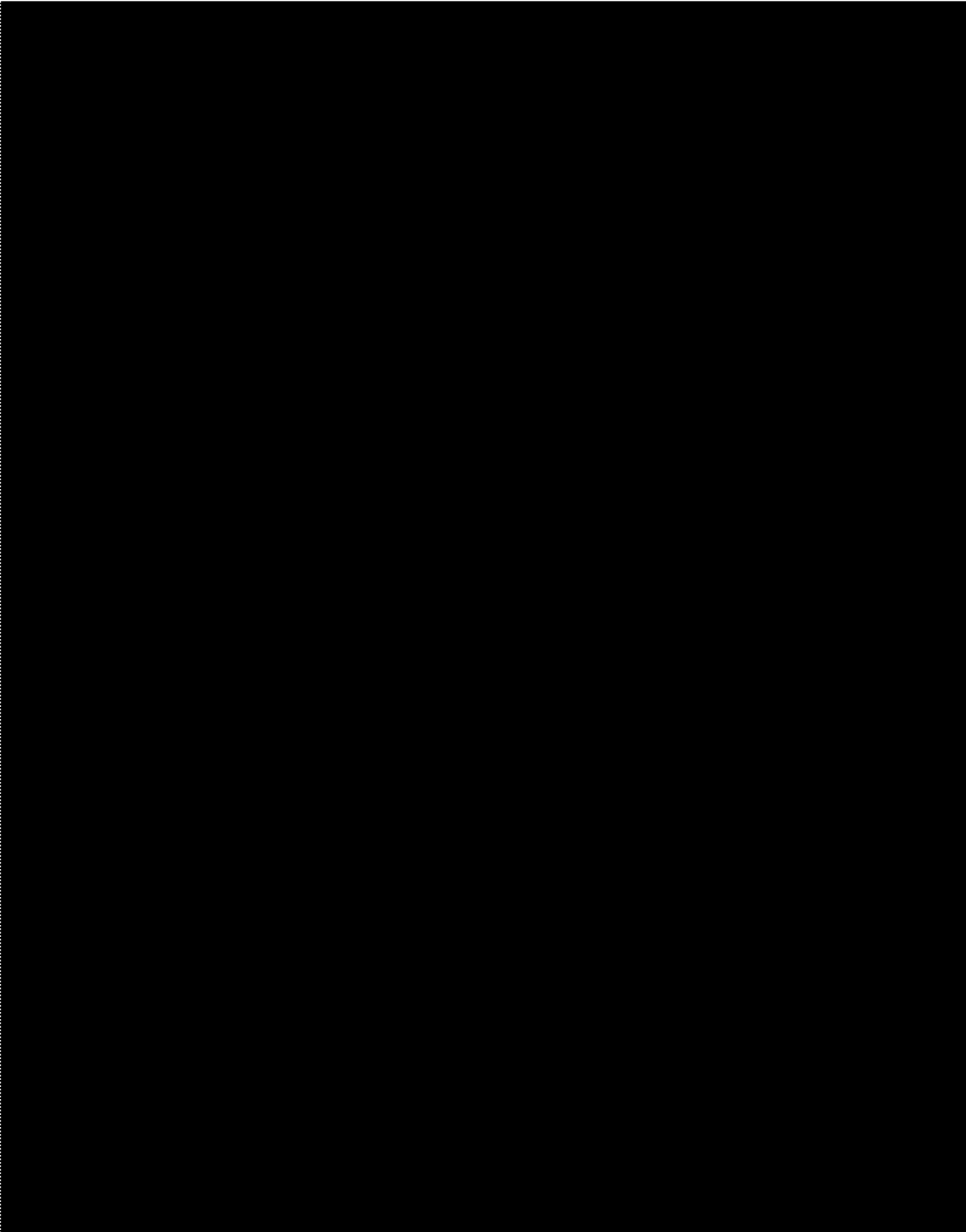
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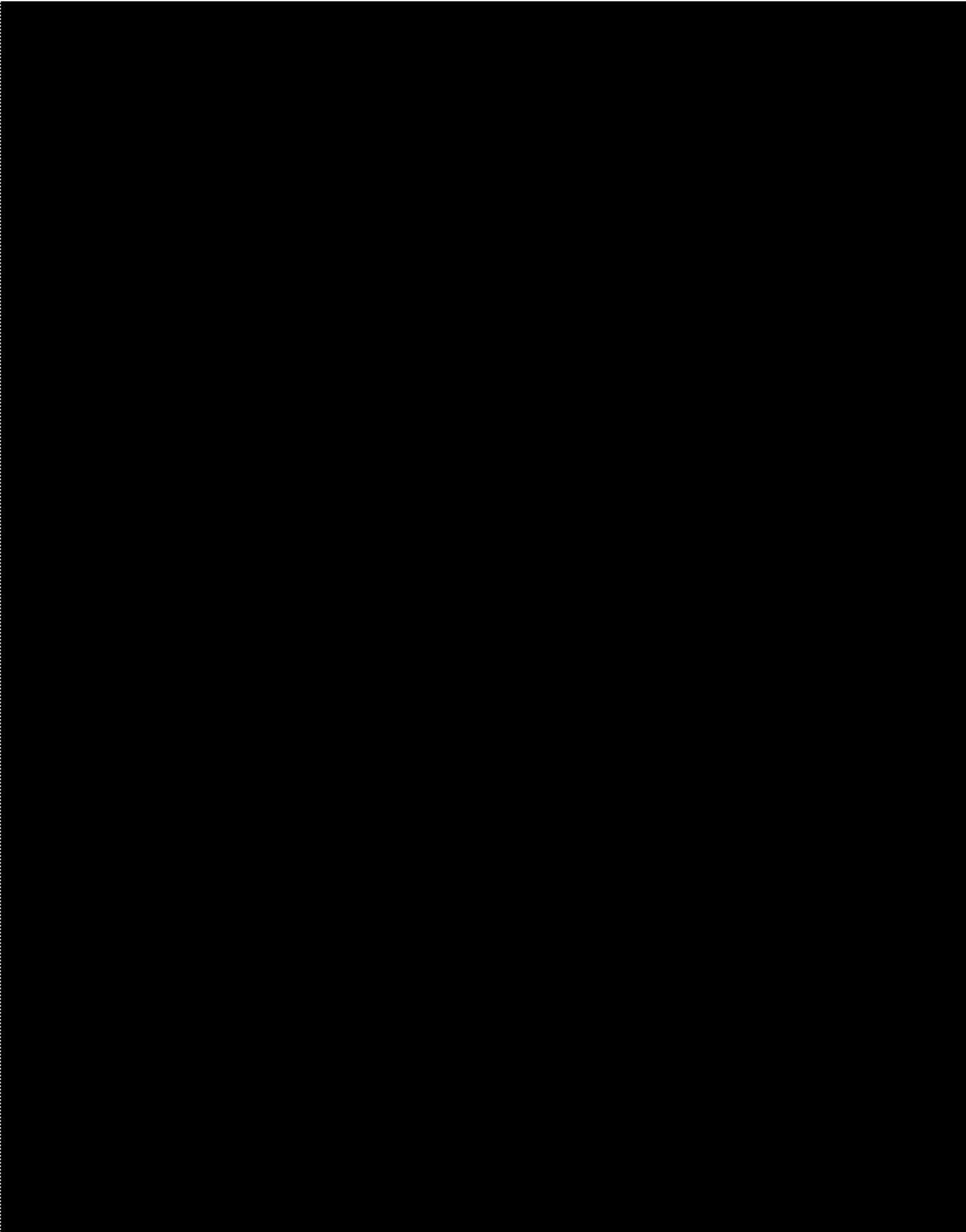


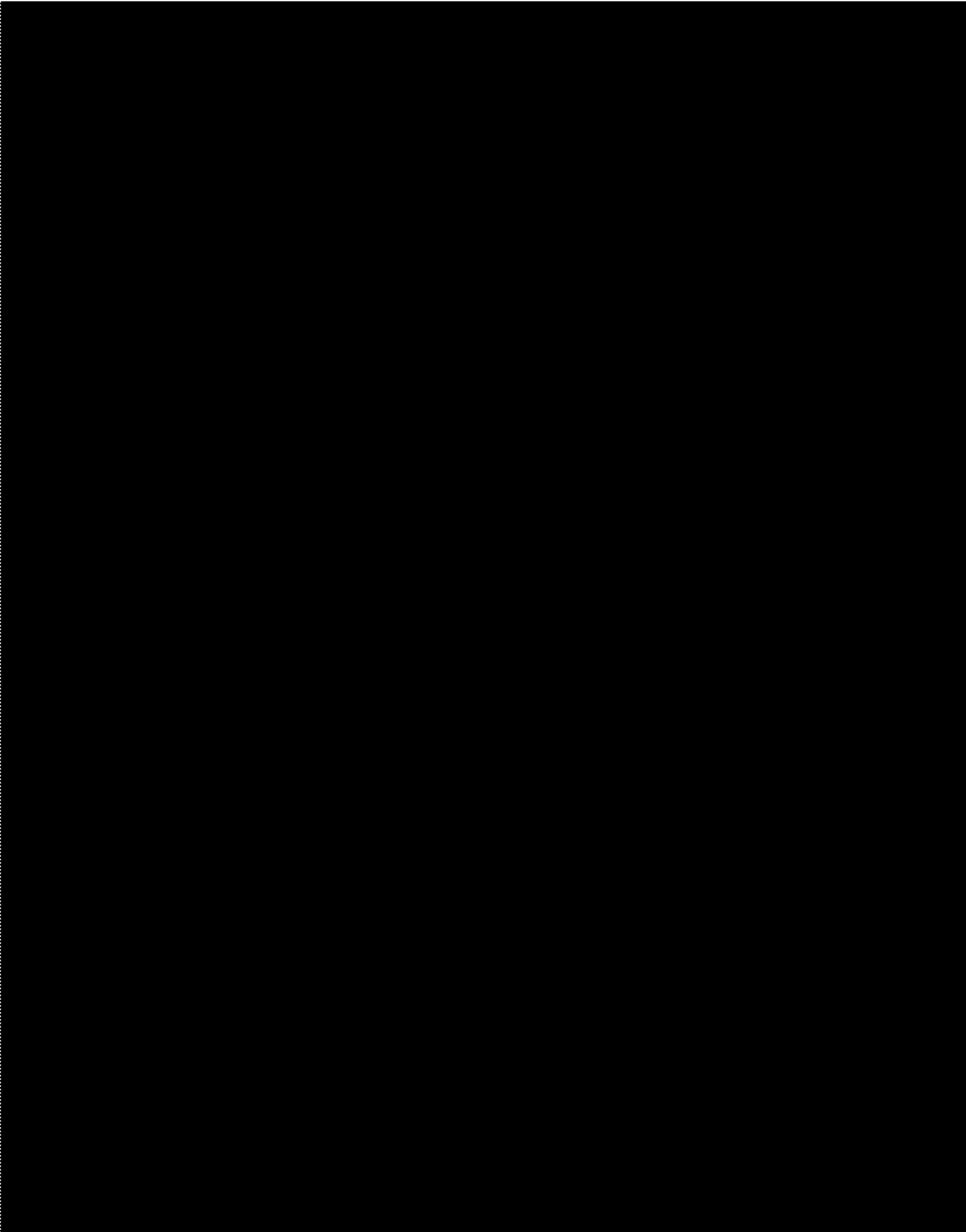


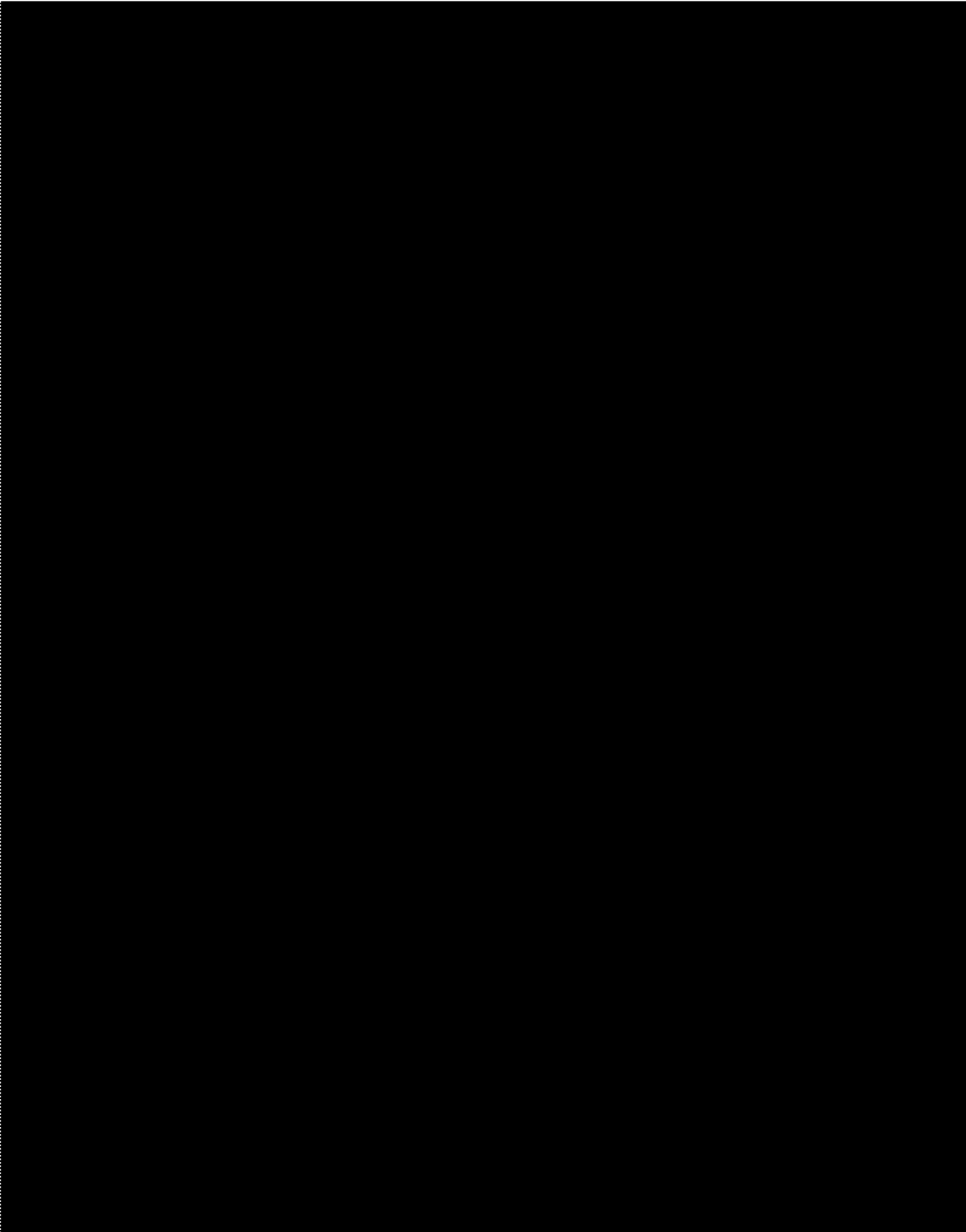


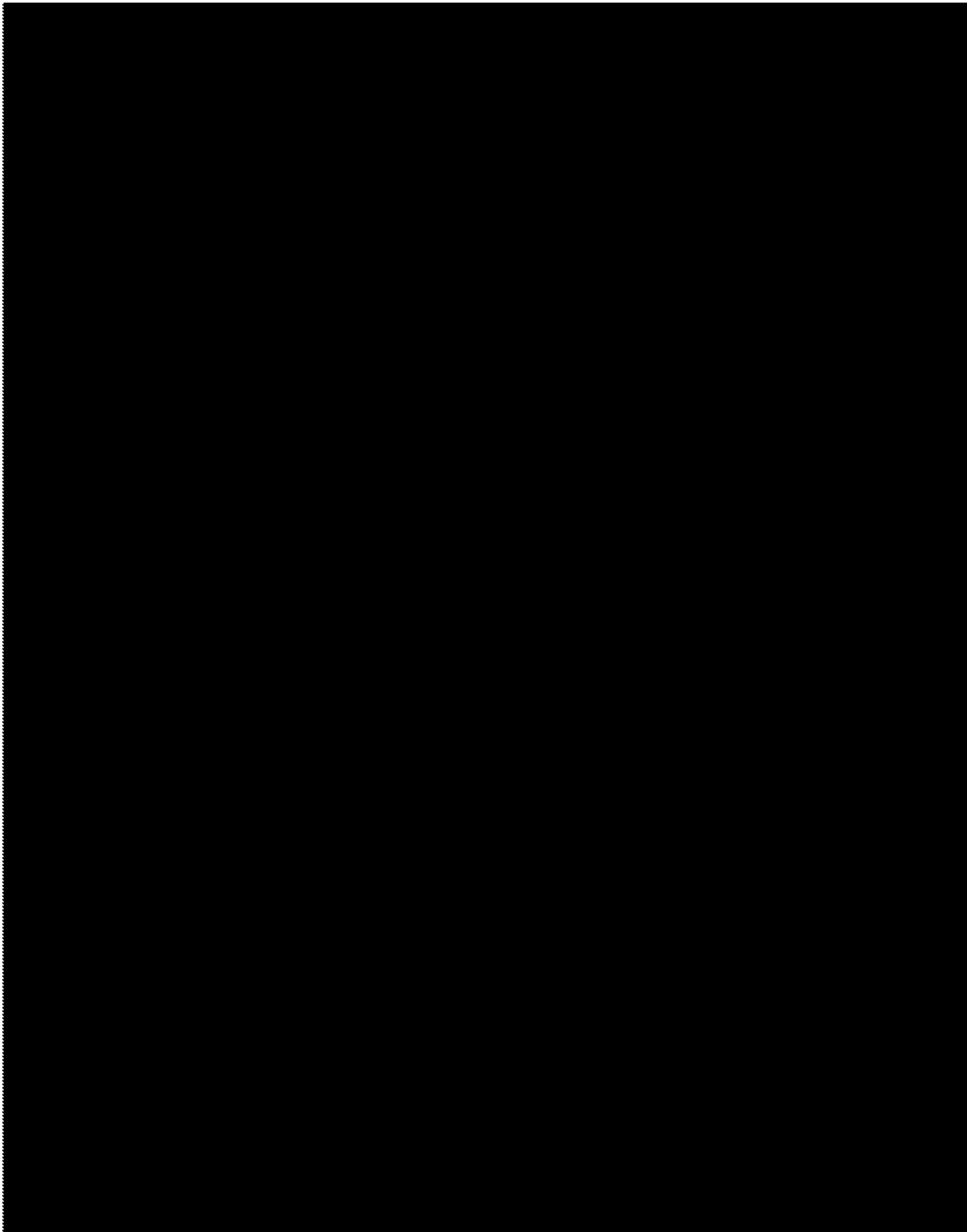
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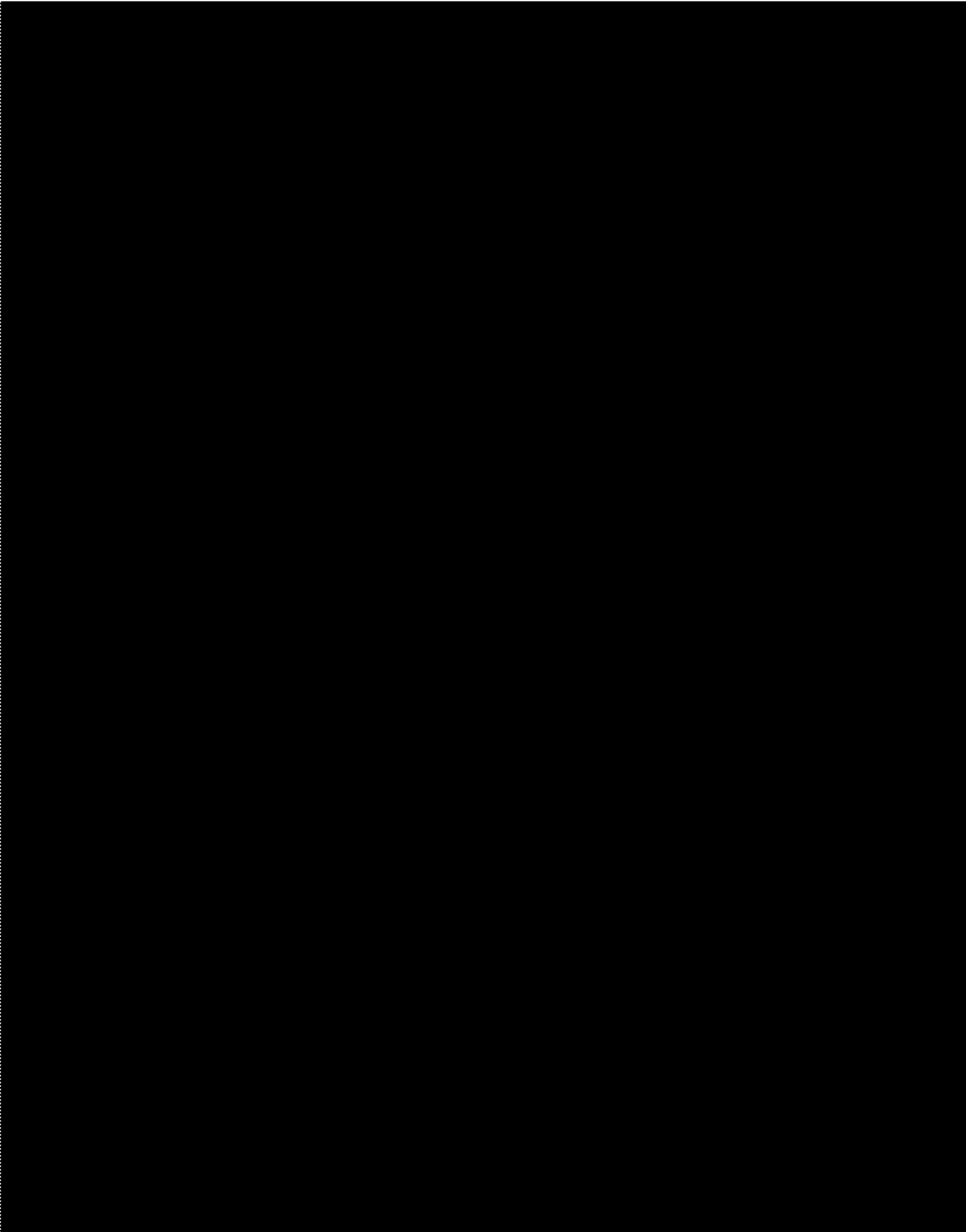


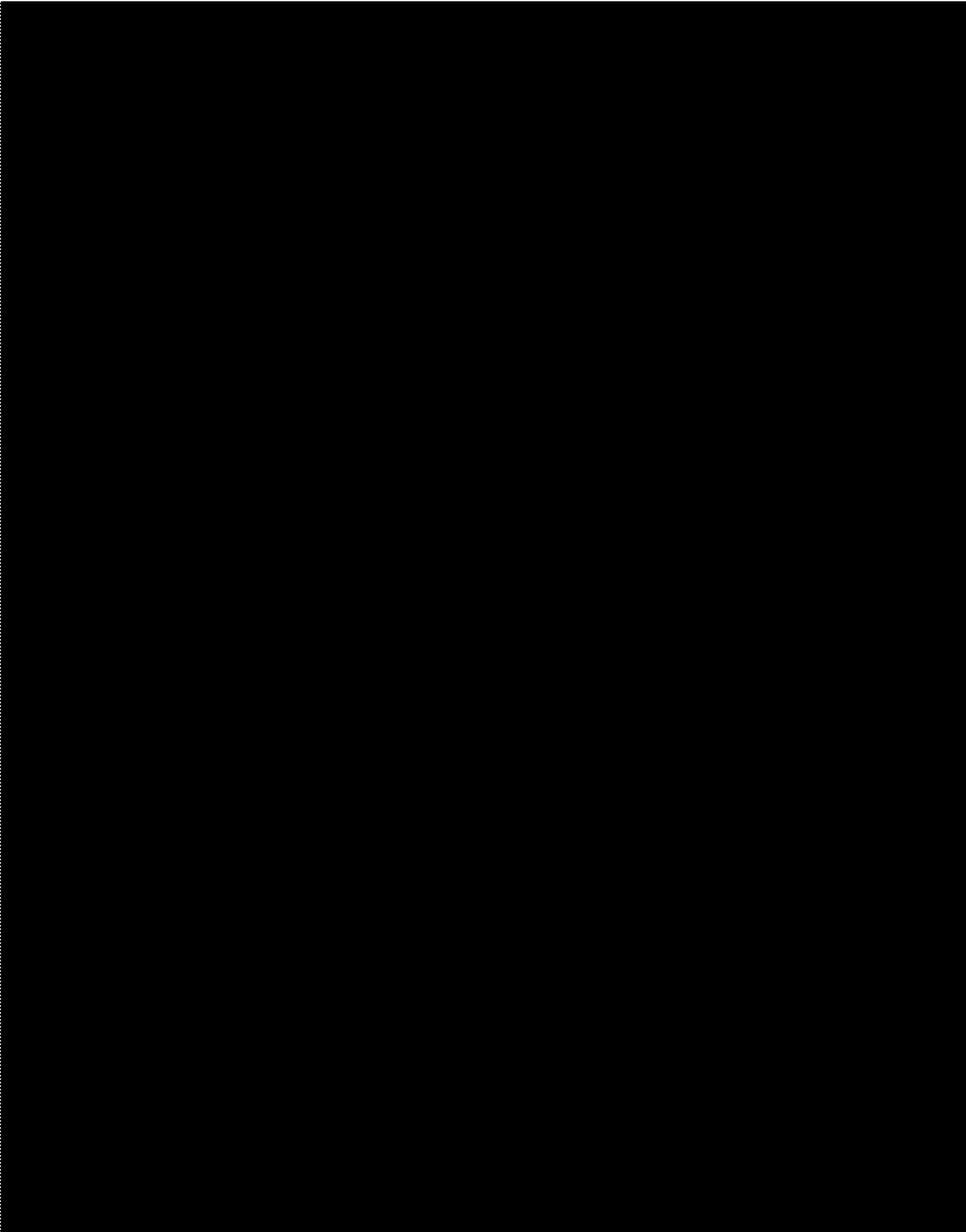






**TRADEMARK**  
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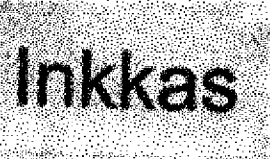


**Schedule 2.10(a)  
Registered Intellectual Property**

<b>TM Record</b>	<b>Mark/Name</b>	<b>Status/Status Date</b>	<b>Brief Goods/Services</b>
US Federal Q2 uf 1	<u>INKKAS</u>	Registered July 30, 2013	(Int'l Class: 25) footwear, shoes
Mexico Q2 mx 2	<u>INKKAS</u>	Mexico Registered Last Status Received: Registered	(Translation) (Int'l Class: 25) Clothes, footwear, headgear.
France Q2 fr 3	<u>Inkkas</u>  <b>Inkkas</b>	92 INPI - DEPOT ELECTRONIQUE Registered Last Status Received: Registered	(Translation) (Int'l Class: 18) Leather and imitations thereof, Animal skins, hides, Trunks and travelling bags, Umbrellas, big umbrellas and walking sticks, Whips, harness and (Translation) (Int'l Class: 24) Fabrics, Bed blankets, Fabrics, Elastic woven material, Velvet, Bed clothes and blankets, Linens, Tablecloths, not of paper, Bath linen (except... (Translation) (Int'l Class: 25)

<p>European Union (EUTM) Q2 eu 4</p>	<p><u>Inkkas</u></p>	<p>European Union Registered Last Status Received: Registered May 13, 2013</p>	<p>(Int'l Class: 18) Leather and imitations of leather, and goods made of these materials and not included in other classes; Animal skins, hides; (Int'l Class: 24) Textiles and textile goods, not included in other classes; Bed covers; Table covers; (Int'l Class: 25) Clothing, footwear, headgear.</p>
<p>China Q2 cn 5</p>	<p><u>INKKAS</u></p> <p><b>Inkkas</b></p>	<p>China Registered Last Status Received: Registered April 7, 2015</p>	<p>(Translation) (Int'l Class: 25) Clothing, shoes (foot wear material); hat (wearing)</p>
<p>China Q2 cn 6</p>	<p><u>INKKAS</u></p>	<p>China Registered Last Status Received: Registered January 14, 2015</p>	<p>(Translation) (Int'l Class: 24) Fabric; Bed sheet; Tablecloth (non-paper system); is not a kind of textile</p>



<p>China: Q2 cn 7</p>	<p><u>INKKAS</u></p> 	<p>China Registered Last Status Received: Registered January 7, 2015</p>	<p>(Translation) (Int'l Class: 18) Animal skin; Suitcase; Suitcase; The female uses the parasol; Umbrella; Walking stick; Saddlery; Pulls the rope (harness); Whip; The leather and imitates the leather, is not a kind of leather and imitates the leather product</p>
<p>Japan Q2 jp 6</p>	<p><u>inkkas</u></p>	<p>Japan Registered Last Status Received: Registered December 13, 2013</p>	<p>(Translation) (Int'l Class: 18) Imitation leather and leather, suitcase, purse, animal hides, raw hides and skins, trunks, luggage, umbrella, parasol, stick, whip, riding harness. (Translation) (Int'l Class: 24) Fabrics, woven fabrics curtain, woven fabrics face towel, handkerchief woven fabrics, quilt fabrics, woven fabrics towel, bed cover, table cover. (Translation) (Int'l Class: 25) clothing, footwear, hat</p>

Republic of Korea Q2 kr 9	<u>Inkkas</u>  <b>Inkkas</b>	Republic of Korea Registered Last Status Received: Registered	(Translation) (Int'l Class: 18) Leather and imitations of leather, Leather and imitation leather bags, Boxes made of leather, Imitation leather key chains, Leather packaging, (Translation) (Int'l Class: 24) Sheets [textile], Towels of textile, Place mats of textile, Upholstery of textile, Textile coverings, Curtains of textile, Bed covers, table (Translation) (Int'l Class: 25) Caps [headwear], Footwear, Clothing
Brazil Q2 br 10	<u>INKKAS</u>	Brazil Other	(Translation) (Int'l Class: 18) Stock markets, feminine stock markets of hand, stock markets, maleta, knapsacks
Brazil Q2 br 11	<u>INKKAS</u>	Brazil Other	(Translation) (Int'l Class: 25) Footwear, clothes, belts, stockings
Peru	<u>INKKAS and Design</u>	Peru	(Translation)
Q2 pe 12	<b>inkkas</b>	Registered Last Status Received: Registered	(Int'l Class: 25) Clothing, footwear, headgear
US Federal	ONE SHOE ONE TREE	Registered August 18, 2015	(Int'l Classes: 25, 44)

