

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penny Pinchin' Mom Media, LLC		10/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Soapbox Financial Network, LLC		
Street Address:	2000 Duke Street, 4th Floor		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4267594	PENNY PINCHIN' MOM	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Susan Piascik Christoff, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	136794-201		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	08/24/2022		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered the 10/15/2019 day of October, 2019, between **Penny Pinchin' Mom Media, LLC** (the "Seller") and Soapbox Financial Network, LLC, a limited liability company (the "Buyer"). The Buyer and the Seller are referred to collectively herein as the "Parties."

RECITALS

WHEREAS, this Agreement contemplates a transaction in which the Buyer will purchase certain assets of the Seller in return for the consideration described below;

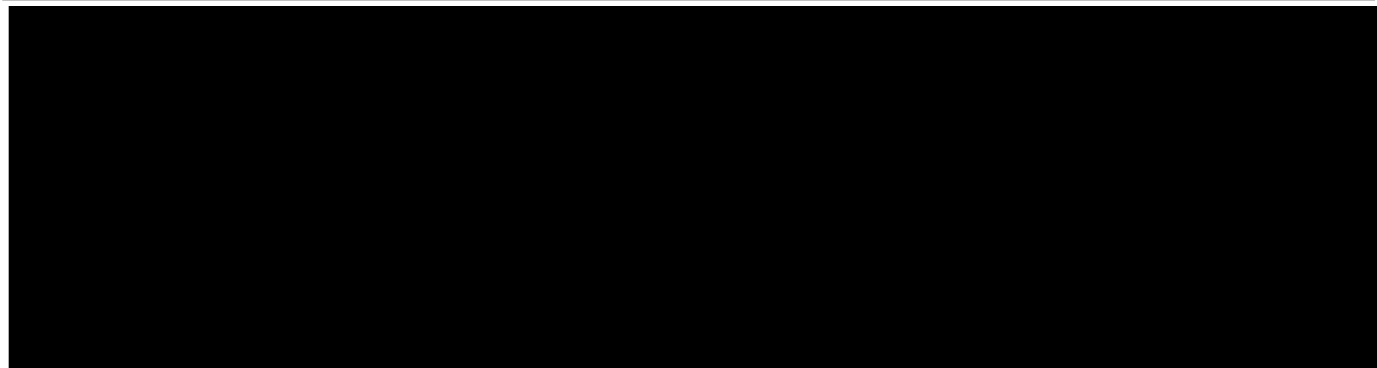
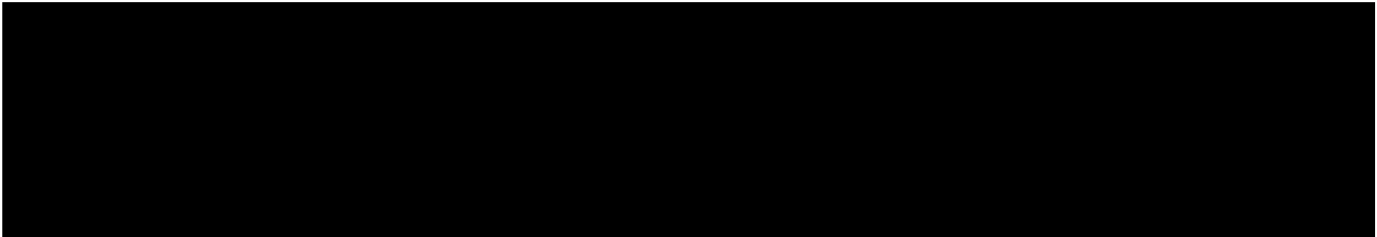
WHEREAS, the Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase and acquire from the Seller, such assets, upon the terms hereinafter set forth;

NOW THEREFORE, in consideration of these premises and the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound, agree as follows:

1- DEFINITIONS. Unless context otherwise requires, capitalized terms shall have the meanings ascribed to them in this Agreement, including, without limitation in **EXHIBIT 1.**

2- TRANSACTION.

2.1 PURCHASE AND SALE OF ASSETS. On and subject to the terms of this Agreement, the Buyer hereby purchases from the Seller, and the Seller hereby sells, transfers, conveys, and delivers to the Buyer, the Acquired Assets at the Closing for the consideration specified below in this §2.

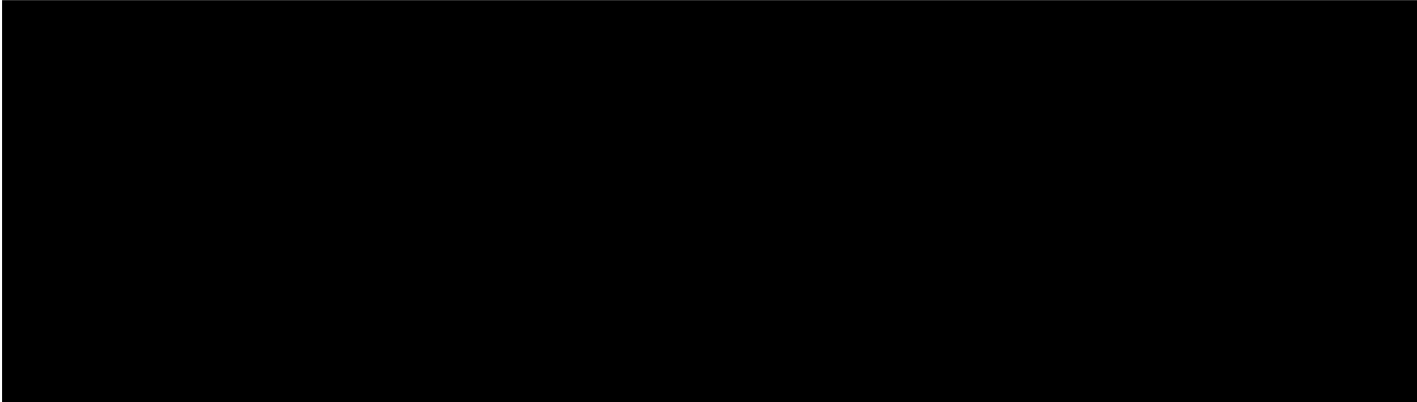




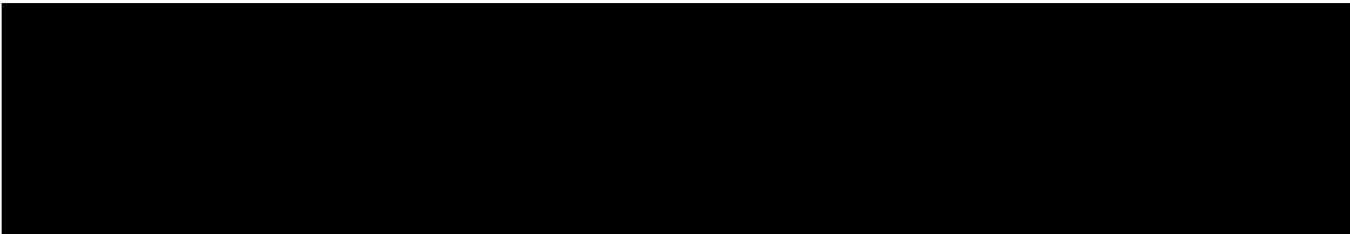
3.6 TITLE TO ASSETS. The Seller has good and transferable title to all of the Acquired Assets, and as of the Closing Date, the Acquired Assets will be free and clear of any Security Interest.

3.7 INDEBTEDNESS. The Seller has no Indebtedness.

3.8 LEGAL COMPLIANCE. The Seller has complied with all applicable Laws. No Proceeding or notice has been filed or commenced against the Seller alleging any failure so to comply.

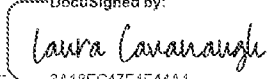


3.11 INTELLECTUAL PROPERTY. Seller is not infringing on any patent, trade name, trade secret, copyright or trademark right or other Intellectual Property rights of any other Person and to the Knowledge of the Seller, no third party has misappropriated or is infringing upon any Seller Intellectual Property. The Buyer, and Seller each acknowledge and agree that the restrictions, rights, interests, and obligations contained within this Agreement shall not be assigned to any other Person without the prior written consent of each of the Parties; provided, however, the Buyer may assign its rights under this Agreement to one of its Affiliates or to a purchaser of all or substantially all of its assets. Any attempted assignment in violation of this Agreement absent such prior written consent shall be void *ab initio*.



IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date and year written above.

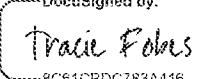
SOAPBOX FINANCIAL NETWORK, LLC

By: DocuSigned by:

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Name: Laura Cavanaugh

Date: 10/15/2019

Penny Pinchin' Mom Media, LLC

By: DocuSigned by:

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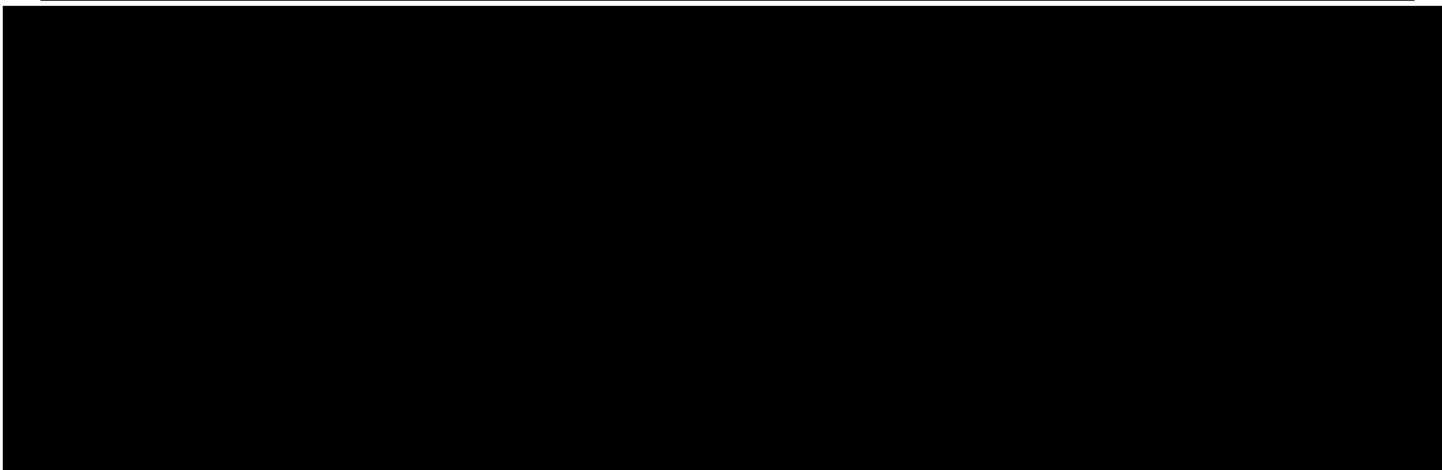
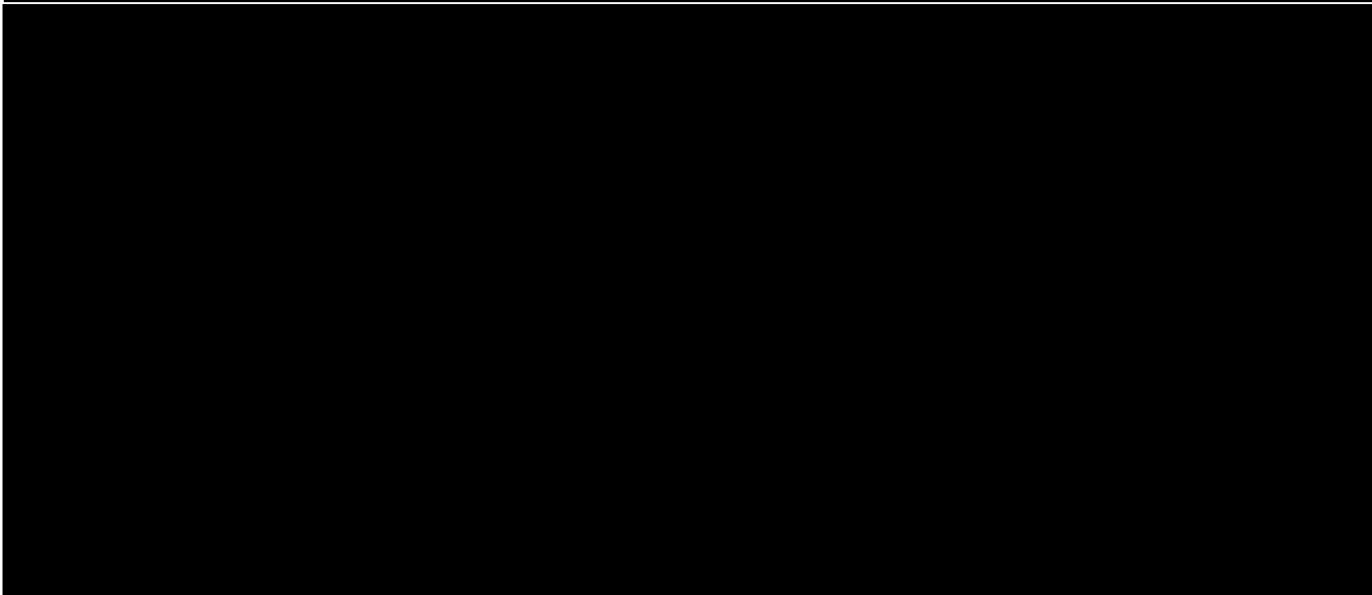
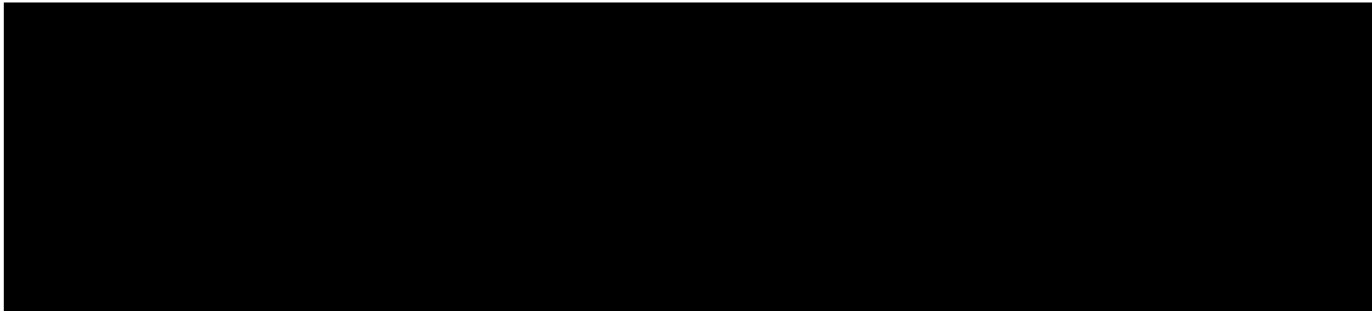
Name: Tracie Fobes

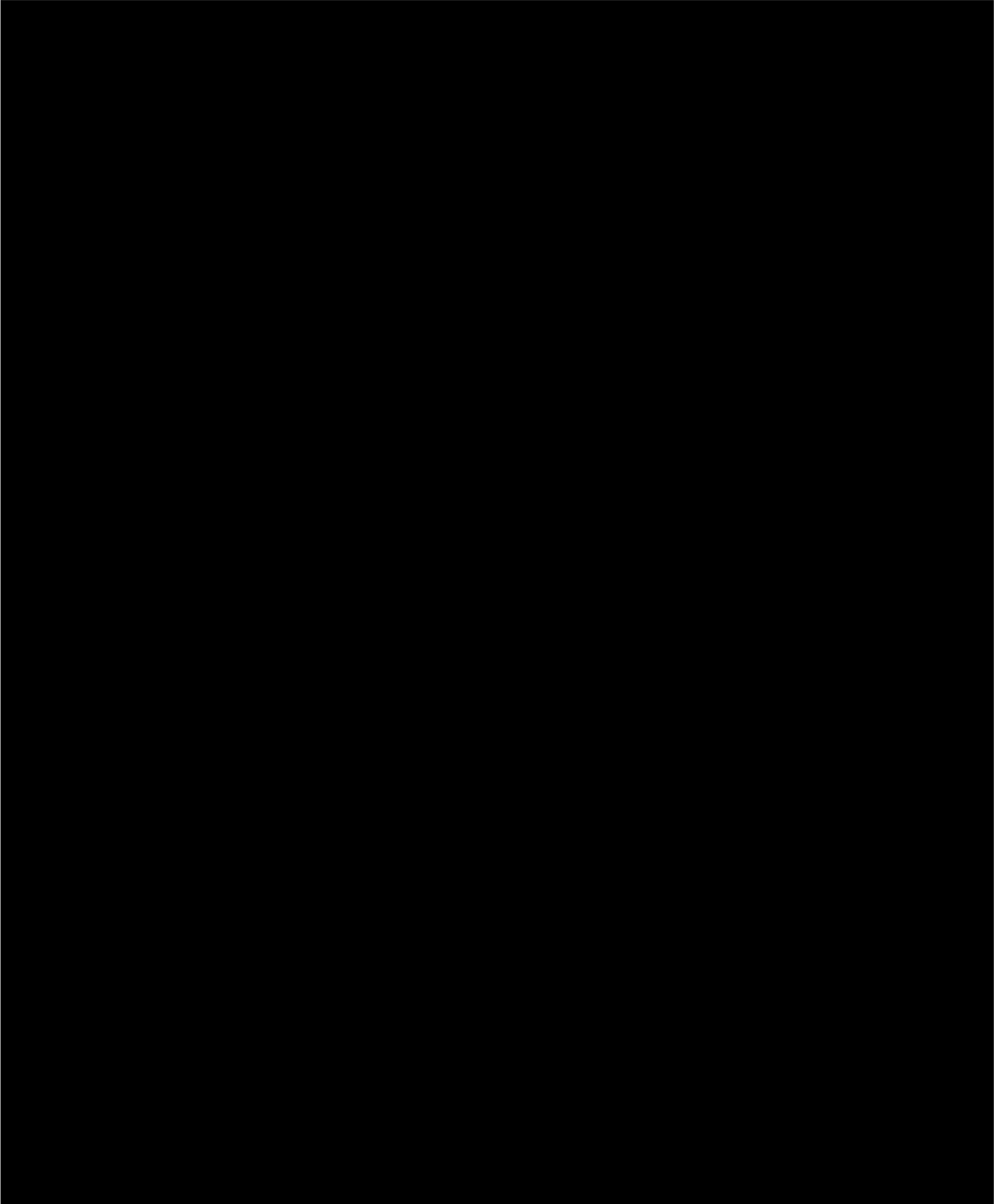
Date: 10/15/2019

EXHIBIT 1-DEFINITIONS

"Acquired Assets" means:

- the domain PennyPinchinMom.com, all content living on that domain at the time of sale, and;
- any rights pertaining to that content and its display, including without reservation copyright, trademark, and any other property right;
- the registered PENNY PINCHIN MOM mark, registration number 4267594, serial number 85606927;





"Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent *applications*, and patent

disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, domain names, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) all computer software (including data and related documentation), and (vi) all other proprietary rights.

