

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambiance Textiles, Inc.		08/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	C.F. Stinson, LLC		
Street Address:	2849 Product Drive		
City:	Rochester Hills		
State/Country:	MICHIGAN		
Postal Code:	48309		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1774271	ANZEA	
CORRESPONDENCE DATA			
Fax Number:	8173362181		
<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:	8173362400		
Email:	byost@deckerjones.com		
Correspondent Name:	Brian K. Yost		
Address Line 1:	801 Cherry Street, Suite 2000		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	BRIAN K. YOST		
SIGNATURE:	/Brian K. Yost/		
DATE SIGNED:	01/24/2023		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is entered into as of August 31, 2020 by and among C.F. Stinson, LLC, a Michigan limited liability company (the “**Purchaser**”), Ambiance Textiles, Inc., a Texas corporation (the “**Company**”), and Bruce R. Doeren and Mitzi T. Mills (the “**Shareholders**”). The Purchaser, the Company and the Shareholders are collectively referred to as the “**Parties**.”

Introduction

The Purchaser wishes to purchase from the Company, and the Company desires to sell to the Purchaser, substantially all of the assets of the Company, as set forth more specifically herein. The purchase and sale of the assets and the other transactions contemplated hereby are sometimes collectively referred to herein as the “**Transactions**”. The Shareholders are the sole officers and directors of the Company and own all of the outstanding capital stock of the Company and will benefit substantially from the Transactions.

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

Section 1 - Purchase and Sale of Assets

1.1 Assets to be Purchased. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties contained herein, at the Closing (as defined herein), the Purchaser shall purchase from the Company, and the Company shall sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all liens, security interests, mortgages, encumbrances and restrictions of every kind (collectively, “**Liens**”), all of the Company’s assets and properties of every kind (collectively, the “**Purchased Assets**”), including without limitation the following (to the extent any of the following exist) but excluding the Excluded Assets:

- (a) all cash and cash equivalents, including bank deposits on hand or in the Company’s bank accounts;
- (b) all rights of the Company to deposits relating to pending order fulfillments and security deposits relating to any Contracts assumed by Purchaser (provided that \$14,620 shall be added to the purchase price deliverable at Closing, as contemplated by Section 1.3(d), to account for the Company’s existing security deposits with WFR Properties, Inc. and Atmos Gas);
- (c) all accounts receivable;
- (d) all tangible assets, including without limitation all computer equipment, servers, storage, furniture, tools, machinery and inventories;
- (e) all intangible assets, including the Company Intellectual Property (as defined herein) and other proprietary intellectual property;

(f) all of the Company's rights under each of the Contracts identified on **Schedule 1.1(f)** hereto ("**Assumed Contracts**");

(g) all permits, authorizations, franchises and certifications;

(h) all Company data and information (whether in paper or electronic format or any other medium) including without limitation all books and records, technical data, financial, accounting and operating data, payroll and personnel records, marketing, sales and promotional data, advertising materials, credit information, cost and pricing information, customer, supplier and service provider lists (including phone, domain names and other access and outreach names used by customers), business plans, projections, reference catalogs, and other similar property, rights and information; (provided, however, that the Company shall be entitled to retain a copy (but not an original) of such books and records as are necessary or appropriate to enable the Company and/or the Shareholders to satisfy their respective tax or regulatory requirements, in each case in accordance with the confidentiality provisions of this Agreement);

(i) all drawings, designs, installation references and lists, vendor and customer lists, and pipeline lists;

(j) all claims, causes of action and rights against any person (which for all purposes hereunder includes any individual, company or other entity), whether matured or unmatured, direct or indirect, known or unknown, or absolute or contingent;

(k) all bank accounts of the Company (other than the bank account set forth on **Schedule 1.2(g)**); and

(l) all goodwill associated with the Company and/or the Purchased Assets.

1.2 **Excluded Assets.** Notwithstanding anything herein to the contrary, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**");

(a) the Company's rights under this Agreement or any other agreement, document or instrument entered into by the Company pursuant to this Agreement (including the right to receive the Closing Purchase Price and the right to receive the Earnout Payments (if earned)) and the agreements and instruments delivered to the Company by the Purchaser pursuant to this Agreement;

(b) any employee compensation and benefit plans, agreements, commitment or arrangements of any type;

(c) the 2015 Ford Edge vehicle (VIN: 2FMPK3K89FBC39238) owned or leased by the Company;

(d) the Company's charter documents, minutes, bylaws, minute books, corporate record books, corporate seals and such other books and records relating to the organization, existence, or capitalization of the Company;

representations or warranties, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, and with counterpart facsimile signature pages, each of which shall be an original, but all of which when taken together shall constitute one and the same Agreement.

8.9 Headings. The headings of Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

8.10 Further Assurances. Following the Closing, the parties will execute and deliver such documents and take such other actions as may be reasonably requested from time to time by the Purchaser or the Company in order to fully consummate the Transactions.

8.11 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements and documents contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other agreement or documents contemplated herein, this Agreement and such other agreements or documents shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other agreements or documents contemplated herein.

8.12 Publicity. No person shall issue a press release or make any other public announcement concerning the Transactions contemplated by this Agreement without the prior written consent of the Purchaser, except to the extent required by law.

8.13 Schedules and Exhibits. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference in this Agreement for all purposes of this Agreement.

8.14 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

8.15 Certain Terms.

(a) Calculation of Days. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

(b) References to this Agreement. The words “hereof,” “herein,” “hereto”, “hereunder”, “hereby” and other similar expressions refer to this Agreement as a whole and not to any particular section or portion of it.

(c) Including. Where the word “including” or the word “includes” is used in this Agreement, it means “including (or includes) without limitation”.

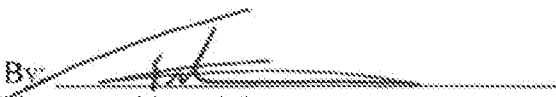
8.16 Severability. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

8.17 Transfer Taxes. All transfer, excise, sales, income or other taxes payable by reason of the sale and transfer of the Purchased Assets pursuant to this Agreement shall be paid or provided for by the Company.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the date first stated above.

C.F. STINSON, LLC

By: 
Name: Keith A. Stinson
Title: President

[Signature Page to Asset Purchase Agreement]

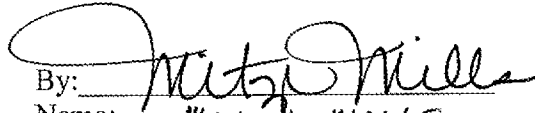
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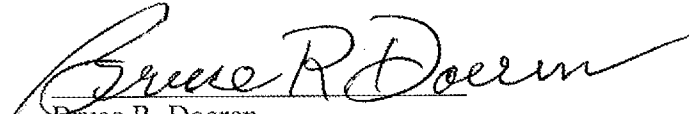
IN WITNESS WHEREOF, the parties have hereunder set their hands as of the date first stated above.

C.F. STINSON, LLC

By: _____
Name: Keith A. Stinson
Title: President

AMBIANCE TEXTILES, INC.

By: 
Name: MITZI MILLS
Title: PRESIDENT


Bruce R. Doeren


Mitzi T. Mills

Schedule 4.8(a)

Company Intellectual Property

Trademarks

Trademark	Jurisdiction of Registration	Registration Number	Registration Date / Expiration Date	Owner
Anzea	United States	1,774,271	June 1, 2013 / June 1, 2023	Ambiance Textiles, Inc.
Anzea	Texas	5213517	June 1, 2012 / June 1, 2022	Ambiance Textiles, Inc.

Domain Names

Domain Name	Network Solutions	Expiration Dates
Anzea.com	Private Registration	August 17, 2025
	Expiration Protection	December 16, 2020
Anzea.net	Domain Name	September 25, 2021
	Private Registration	September 21, 2024
	Expiration Protection	September 25, 2020
Anzea.cn.com	Domain Name	September 26, 2023
	Private Registration	September 21, 2020
	Expiration Protection	September 26, 2023
Anzea.net.cn	Domain Name	September 26, 2023
	Web Address	September 26, 2020
	Expiration Protection	September 26, 2023
Anzea.biz	Web Forwarding	September 24, 2021
	Web Address	September 24, 2021
	Private Registration	September 24, 2021
Anzea.tw	Domain .tw	September 24, 2021
Anzea.asia	Domain .asia	September 25, 2021
	Private Registration	September 25, 2021
Anzea.info	Web Forwarding	April 9, 2021
	Domain .info	April 9, 2021
	Private Registration	April 9, 2021
Anzea.office	Domain	January 26, 2019

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