

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdvanceOnline Solutions, Inc.		11/29/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	AdvanceOnline Acquisition Corporation		
Street Address:	5000 Plaza on the Lake, Suite 305		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4501555	ADVANCEONLINE SOLUTIONS	
Registration Number:	4501559	ADVANCEONLINE	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy, Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	02/17/2023		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

by and among

360TRAINING.COM, INC.

ADVANCEONLINE ACQUISITION CORPORATION

ADVANCEONLINE SOLUTIONS, INC.

and

KENT URDAHL,
solely for purposes of Section 7.13 hereof

dated as of

November 29, 2022

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated as of November 29, 2022, is entered into by and among 360training.com, Inc., a Texas corporation (“*360training*”), AdvanceOnline Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of 360training (“*Buyer*”), AdvanceOnline Solutions, Inc., a Texas corporation (“*Seller*”), and solely for purposes of Section 7.13 hereof, Kent Urdahl (“*Urdahl*”). Capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in Appendix A attached hereto.

RECITALS

WHEREAS, Seller wishes to sell and assign to Buyer and to cause each of the Seller Entities to sell and assign to Buyer, as applicable, and Buyer wishes to purchase and assume from Seller and the Seller Entities, substantially all the assets, and certain specified liabilities, of the Seller and the Seller Entities, subject to the terms and conditions set forth herein;

WHEREAS, the board of directors of the Seller has (a) determined that this Agreement and the transactions contemplated hereby are in the best interests of the Seller and its shareholders, (b) approved, adopted and declared advisable the execution, delivery and performance of this Agreement and the transactions contemplated hereby (subject to shareholder approval as required by the TBOC), and (c) resolved to recommend adoption of this Agreement by the shareholders of the Seller in accordance with the TBOC.

WHEREAS, promptly following the execution of this Agreement, the Seller shall call a meeting of its shareholders for purposes of approving, in accordance with applicable provisions of the TBOC, this Agreement and the transactions contemplated hereby.

WHEREAS, certain shareholders of the Seller, including the Key Shareholders, have executed and delivered a Support Agreement, in substantially the form attached hereto as Exhibit G (the “*Shareholder Support Agreement*”); and

WHEREAS, a portion of the purchase price otherwise payable by Buyer to Seller shall be retained by Buyer, the release of which shall be contingent upon certain events and conditions, all as set forth in this Agreement.

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 hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall, and shall cause each of the Seller Entities, to sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller and the Seller Entities, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s and the Seller Entities’ right, title and interest in, to and under all of Seller’s and the Seller Entities’ assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, other than the Excluded Assets (collectively, the “*Purchased Assets*”), including, without limitation, the following:

- (a) the Contracts set forth on Section 1.01(a) of the Disclosure Schedules (the “*Assigned Contracts*”);
- (b) all Intellectual Property Assets;
- (c) all equipment, computers, hardware, telephones and other tangible personal property used in or related to the Business, including those items set forth on Section 1.01(c) of the Disclosure Schedules (the “*Tangible Personal Property*”);
- (d) all Permits that are held by Seller and the Seller Entities that are required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 3.16(b) of the Disclosure Schedules;
- (e) all rights to any Actions of any nature available to or being pursued by Seller or any of the Seller Entities to the extent related to the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
- (f) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) relating to the Purchased Assets;
- (g) all of Seller’s and the Seller Entities’ rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (h) originals, or where not available, copies, of all books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the Intellectual Property Agreements (“*Books and Records*”); and
- (i) all goodwill and the going concern value of the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the “*Excluded Assets*”):

- (a) cash and cash equivalents on hand at Closing;
- (b) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing at Closing (“*Accounts Receivable*”) including without limitation those set forth on Section 1.02(b) of the Disclosure Schedules;
- (c) all Contracts, including all Intellectual Property Agreements, that are not Assigned Contracts (the “*Excluded Contracts*”);
- (d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

360TRAINING

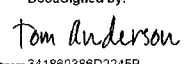
360TRAINING.COM, INC.

DocuSigned by:

By: _____
Name: Tom Anderson
Title: Chief Executive Officer

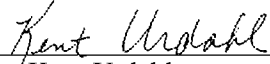
BUYER

ADVANCEONLINE ACQUISITION
CORPORATION

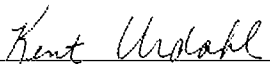
DocuSigned by:

By: _____
Name: Tom Anderson
Title: Chief Executive Officer

SELLER

ADVANCEONLINE SOLUTIONS, INC.

By: 
Name: Kent Urdahl
Title: Chief Executive Officer

URDAHL


Kent/Urdahl

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated as of December 23, 2022, is made by (i) AdvanceOnline Solutions, Inc., a Texas corporation (“*Seller*”), (ii) AdvanceOnline Safety Resources, LLC (d/b/a Comprehensive Safety Resource), a Texas limited liability company (“*AdvanceOnline Safety Resources*”), (iii) AdvanceOnline Digital-2000, LLC, a Texas limited liability company (“*AdvanceOnline Digital*”), and (iv) AdvanceOnline Emergency Film Group, LLC, a Texas limited liability company (“*AdvanceOnline Film Group*” and together with Seller, AdvanceOnline Safety Resources and AdvanceOnline Digital, the “*Seller Entities*”), in favor of AdvanceOnline Acquisition Corporation, a Delaware corporation (“*Buyer*”), the purchaser of certain assets of Seller Entities pursuant to that certain Asset Purchase Agreement, dated as of November 29, 2022, by and among, 360training.com, Inc., Buyer, Seller, and Kent Urdahl (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller Entities have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller Entities, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Seller Entities hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of its right, title, and interest in and to the following (the “*Assigned IP*”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller Entities accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each of the Seller Entities hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, each of the Seller Entities shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ADVANCEONLINE SOLUTIONS, INC.

By: Kent Urdahl
Name: Kent Urdahl
Title: President & CEO

ADVANCEONLINE SAFETY RESOURCES, LLC

By: Kent Urdahl
Name: Kent Urdahl
Title: President

ADVANCEONLINE DIGITAL-2000, LLC

By: Kent Urdahl
Name: Kent Urdahl
Title: Manager & President

ADVANCEONLINE EMERGENCY FILM GROUP, LLC

By: Kent Urdahl
Name: Kent Urdahl
Title: Manager & President

Acknowledged and agreed

ADVANCEONLINE ACQUISITION CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ADVANCEONLINE SOLUTIONS, INC.

By: _____
Name:
Title:

ADVANCEONLINE SAFETY RESOURCES, LLC

By: _____
Name:
Title:

ADVANCEONLINE DIGITAL-2000, LLC

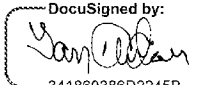
By: _____
Name:
Title:

ADVANCEONLINE EMERGENCY FILM GROUP, LLC

By: _____
Name:
Title:

Acknowledged and agreed

ADVANCEONLINE ACQUISITION CORPORATION

DocuSigned by:

By: _____
Name: Tom Anderson
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
ADVANCEONLINE SOLUTIONS	USA	4,501,555	3.25.2014
ADVANCEONLINE	USA	4,501,559	3.25.2014

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date