

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI192463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lachman Enterprises LLC		04/25/2024	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Traverse Imports LLC		
<b>Street Address:</b>	16192 Coastal Highway		
<b>City:</b>	Lewes		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19958		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6321098	GOODDAY PUZZLES	
<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>	(203)5597806		
<b>Email:</b>	reed@blacksandsind.com, evanlachman@gmail.com		
<b>Correspondent Name:</b>	John Reed Boehringer		
<b>Address Line 1:</b>	16192 Coastal Highway		
<b>Address Line 4:</b>	Lewes, DELAWARE 19958		
<b>NAME OF SUBMITTER:</b>	EVAN LACHMAN		
<b>SIGNATURE:</b>	EVAN LACHMAN		
<b>DATE SIGNED:</b>	04/25/2024		
<b>Total Attachments: 13</b>			
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into effect on Apr 25 2024 2024, between Lachman Enterprises LLC (“Seller”), and Reed Boehringer / Traverse Imports LLC (“Purchaser”).

WHEREAS, Seller is the owner and operator of an e-commerce website known as GoodDay Puzzles ([www.gooddaypuzzles.com](http://www.gooddaypuzzles.com)) and related websites and 3rd party accounts (the “Web Site”) and Seller’s business is devoted, in part, to the sales of puzzles, games, and activities via the Web Site (together the “Business”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets of Seller used in the Business.

NOW, THEREFORE, the parties agree as follows:

1. Purchase of Assets. In consideration of the Purchase Price, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases from Seller, all of the assets of Seller which are currently owned by, or necessary to be used in, the operation of the Web Site or the Business, including, but not limited to, all properties, rights (contractual or otherwise) of every kind, nature and description, real, personal and mixed, tangible and intangible, known or unknown, wherever located (collectively, the “Assets”). The Assets include, but are not limited to, all of the Seller’s right, title and interest in each of the following:

1.1 The intellectual property rights of Seller related to the ownership, operation and maintenance of the Web Site or the Business, including but not limited to, all trade secrets, processes, proprietary rights, proprietary knowledge, and customized computer software and related documentation; all trademarks, names and trade names (including, without limitation, the name of the Web Site); all service marks, copyrights, marks, symbols, logos and all applications related thereto; all registrations and licenses, sublicenses or agreements related thereto; and all rights in and to all artwork, plates, and computer generated materials.

1.2 All of the Seller’s customer lists, lists of vendors and suppliers, databases, files and other papers of any nature whatsoever (either in electronic or other form), compiled

or maintained by Seller pertaining to the Web Site or the Business.

1.3 All licenses, permits, consents, subscriptions, authorizations, approvals, certificates and certifications of any regulatory, administrative or other government agency or body for the Web Site or the Business.

1.4 All claims, privileges and rights under any third-party contracts, agreements, contract rights, license agreements, purchase and sale orders, arrangements, and understandings of Seller, whether oral or written.

1.5 All prepaid revenues and expenses that pertain to any period after the closing of the transaction contemplated by this Agreement (the "Closing").

1.6 All service contracts, telephone numbers, electronic mail addresses, goodwill and any other asset used in or related to the maintenance and operation of the Web Site or the Business.

1.7 Any additional assets as defined in Exhibit A.

2. Excluded Assets. The sale of the Assets under this Agreement shall not include any of Seller's vehicles, furniture, fixtures, equipment, computers, leases, cash on hand or on deposit or in financial institutions (unless funds are a deposit or prepayment for undelivered goods or services of the Business), any accounts receivable, security deposits of any kind, prepaid taxes that pertain to any period after the Closing, tax refunds or rebates, insurance premium refunds or personal property.

3. No Assumption of Liabilities. Purchaser is not assuming, and shall not be deemed to have assumed, any liabilities or obligations of Seller of any kind or nature whatsoever (whether contractual, statutory or otherwise).

4. Purchase Price, Payment and Allocation. The purchase price for the Assets is Forty-Four Thousand Dollars (\$44,000.00) (the "Cash Purchase Price") plus the inventory on hand as the time of Closing (the "Inventory Purchase Price") (the Cash Purchase Price and Inventory Purchase Price collectively, the "Purchase Price"). The Inventory Purchase Price will reflect the actual landed cost of inventory adjusted to account for any inventory that is obsolete, damaged, defective, or slow-moving. This shall be paid to Seller pursuant to the terms of an Escrow Agreement attached hereto as Exhibit B. Both parties agree to allocate the Purchase Price among the Assets for all purposes (including financial accounting and tax purposes) in accordance with Exhibit C.

4.1. Release of Escrow. Seller and Purchaser shall instruct Escrow to release payment in accordance with the Escrow Agreement in Exhibit B within 1 business day of completing the transfer of all assets listed in Exhibit A from Seller to Purchaser.

4.2. Reconciliation of Payments. There may be: (a) certain payments or refunds made by a party; (b) certain payments or amounts received by a party; or (c) certain Inventory Purchase Price balance corrections that were not included in the Purchase Price or were not prorated as of the Closing Date, including, without limitation, inventory orders, receivables, invoices, bills, subscriptions, or loan balances. Accordingly, within thirty (30) calendar days after the Closing Date, Purchaser and Seller shall, in good faith, provide each other with documentation for, and true-up, such payments, refunds, and receipts in accordance with normal and customary settlement procedures making net adjustment payments as necessary to give effect to the transfer of the Business on the Closing Date. Such true-up payments shall be made by the applicable party within ten (10) Business Days of receiving notice of the net amount owed to the other party.

4.3 State of Inventory. All costs and risks associated with the movement or transfer of control of inventory from the Seller's possession to the Buyer will be the responsibility of the Seller. All Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off. All Inventory is owned by Seller free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller or have been appropriately discounted to account for an excess. Seller represents and warrants the quantity, quality, and value of the inventory is substantially the same as represented to the Buyer.

5. The Closing. The transaction contemplated by this Agreement shall be closed at midnight (PDT) on Friday, 26 April 2024. At the Closing, Purchaser will deliver the Purchase Price to the Escrow Agent and Seller will deliver a Bill of Sale (Exhibit D) for the Assets and such other transfer and assignment documents as may be required to affect the transfer of the Assets.

6. Warranties and Representations of Seller. Seller hereby makes the following representations and warranties to Purchaser as of the time of the Closing, which representations and warranties are made for the express purpose of inducing Purchaser to enter into this Agreement.

6.1 Organization and Good Standing of Seller. Seller is a duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own or lease its properties and to carry on the Business as now being conducted.

6.2 Authorization. The execution and delivery of this Agreement to Purchaser and the sale and assignments contemplated herein have been duly approved by all appropriate corporate action of Seller.

6.3 Ownership and Sufficiency of Assets. Seller has good and marketable title to the Assets being transferred to Purchaser, free and clear of all encumbrances, security interests, liens, charges, conditional sales agreements or, to the knowledge of Seller, claims by any person of any kind. None of the Assets are subject to any commitment or other arrangement for their sale or use by Seller or third parties. The Assets constitute all of the assets of the Seller necessary to be used in the Business and are in good and marketable condition and are sufficient to permit the conduct of the Business as it has and will be conducted up to the Closing.

6.4 Litigation and Adverse Claims. There are no actions, suits, arbitrations, regulatory proceedings or other litigation, pending or, to the knowledge of Seller, threatened against Seller or any of its shareholders, managers, employees or agents in their capacity as such, or any of its properties or businesses. Seller is not subject to any order, judgment, decree, injunction, or consent order of or with any court or other governmental agency.

6.5 Restrictions on Transfer. Seller is not subject to any agreement, judgment or decree, restriction or instrument of any kind which would prevent the consummation of any of the transactions provided in this Agreement, terminate or modify any agreement to which Seller is a party, or prevent the execution of this Agreement.

6.6 Financial Statements. The financial statements of Seller that have been provided to Purchaser (the "Financial Statements") are true, correct, complete and fairly represent in all material respects the financial condition of the Business for the periods reflected therein. Seller represents and warrants that Seller and the Business are not subject to any liabilities, known or unknown, fixed or contingent, except for those liabilities reflected in the Financial Statements.

6.7 Taxes & Litigation. To the knowledge of Seller, all required taxes and fees related

to the Web Site and the Business have been paid when due, and no deficiencies for any taxes have been proposed, asserted or assessed against Seller and no requests for waivers of the time to assess any such taxes have been granted or are pending. In addition, there are no claims, actions, suits, proceedings, judgments, orders, or investigations (including but not limited to actions for property damages) pending or threatened against Seller that would materially diminish the value of, or otherwise materially impair the operation and maintenance of the Business.

7. Warranties and Representations of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties are made for the express purpose of inducing Seller to enter into this Agreement, that Purchaser has full power and authority to execute, deliver and perform this Agreement and all action of Purchaser necessary for such execution, delivery and performance will have been taken. No consent of any federal, state, municipal or other governmental authority is required for the execution, delivery or performance of this Agreement by Purchaser. No consent of any party to any contract or agreement to which Purchaser is a party or that relates to any of the properties or assets of Purchaser is required for the execution, delivery or performance of this Agreement.

8. Covenants of Seller.

8.1 Performance of Transition Services. For a period of ninety (90) days following the Closing (the "Transition Period"), Seller agrees to provide up to twenty (20) hours of such services as may be necessary to transition the Business to Purchaser. Such services may include, but are not be limited to (a) communicating with customers regarding the transition; (b) fielding questions from Purchaser regarding the Business; (c) forwarding correspondence, telephone calls, and payment, if any, received in connection with the Business to Purchaser; (d) assisting with vendors; (e) assisting with any Web Site questions; and (f) such other services as reasonably requested by Purchaser from time to time during the Transition Period. Consideration for such services rendered by Seller during the Transition Period is included as part of the Purchase Price. All such services shall be completed remotely at mutually agreeable times and during normal business hours. Additional services, if needed, may be provided by Seller at a rate of eighty-five dollars (\$85.00) per hour.

8.2 Non-Compete. Seller agrees that neither Seller, nor any of its shareholders, officers, or directors, has, or for a period of 3 years from the Closing will have, an equity interest or any other interest in any other entity in the same or similar businesses of the Business, defined as puzzles marketed via e-commerce or products for dementia patients.

8.3 Transfer of Registration of Trademarks. Seller agrees that it will, immediately upon the Closing, attend to the transfer of registration of the Trademarks of the Seller, and shall provide evidence of the registration of the Trademarks in the Purchaser's name within three (3) business days of Closing.

8.4 Assignment of Certifications. Seller agrees that all Certifications of the Business are hereby assigned to the Purchaser from Closing and that it will continue to do all things required of it after Closing in order to effectively assign the full benefit of the Certifications of the Business to the Purchaser.

8.5 Assistance with VAT Registration. Seller acknowledges that the Purchaser's registration under the Value Added Tax Act 1994 (UK) may take several months following Closing and agrees that the sales in the Business following Closing may use the Seller's VAT registration. During this time the Purchaser may use the Seller's VAT details and the Seller must retain accurate VAT records throughout this time. Within five (5) business days of the Purchaser obtaining its VAT registration, the parties must carry out the reconciliation of VAT monies and make the necessary adjustments and payments between them.

9. Indemnity.

9.1 Indemnification by Seller. From and after the Closing, Seller shall indemnify, hold harmless and defend Purchaser and its directors, officers and employees from and against any claims, liabilities and expenses incurred by reason of (a) any breach or inaccuracy of a representation or warranty of Seller in this Agreement, (b) any failure by Seller to perform any covenant required to be performed by it pursuant to this Agreement, or (c) any liability or obligation of Seller arising out of or in connection with the ownership of the Assets or the operation of the Business arising on or before the Closing.

9.2 Indemnification by Purchaser. From and after the Closing, Purchaser shall indemnify, hold harmless and defend Seller from and against any claims, liabilities and expenses incurred by reason of (a) any breach or inaccuracy of a representation or warranty of Purchaser in this Agreement, (b) any failure by Purchaser to perform any covenant required to be performed by it pursuant to this Agreement, or (c) any liability or obligation of Purchaser arising out of or in connection with the ownership of the Assets or the operation of the Business arising after the Closing.



10. Survival of Representations. Unless otherwise set forth in this Agreement, all representations, warranties, and covenants made by either party in this Agreement or pursuant hereto, shall survive the execution hereof and any investigation at any time made by or on behalf of the other party.

11. Notices. If any notification is required by law, such notification shall be deemed reasonable and properly given fifteen (15) business days following deposit in the U.S. Mail or one day following deposit in a reputable overnight service postage prepaid, addressed to

Seller at:

205 Cheval Lane, Walnut Creek, CA 94596, USA

or Purchaser at:

125 Court Street, Apt 7ND, Brooklyn, NY 11201, USA

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or at such other address as shall be given in writing by one party to the other.

12. Entire Agreement. This Agreement (including all exhibits attached hereto and all documents delivered as provided for herein) constitutes the entire agreement of the parties and supersedes any and all other agreements and understandings, whether written or oral, relative to the matters discussed herein.

13. Governing Law. This Agreement shall be interpreted, governed, and enforced in all respects by the laws of the State of Delaware.

14. Successors or Assigns. The parties agree that this Agreement shall be binding on their respective successors and assigns, and that the term "Seller" and the term "Purchaser" as used herein shall be deemed to include, for all purposes, the respective designees, successors, assigns, heirs, executors and administrators. Notwithstanding the foregoing, this Agreement and the rights and obligations of the parties hereunder shall not be assignable, in whole or in part, by either party without the prior written consent of the other party.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature or an e-mail of a PDF signature which shall in all events have the same force and effect as original signatures.

16. Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17. Invalidity of Particular Provisions. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein or this Agreement itself invalid.

18. Brokers or Agents. Neither party has employed nor dealt with any brokers, consultants or investment bankers in connection with the transactions contemplated hereby except for Quiet Light Brokerage, the fees of which shall be paid by Seller.

19. Attorneys' Fees and Interest. In any suit or action brought to enforce this Agreement, the exhibits attached hereto or any other signed instrument referred to herein, or to obtain an adjudication, declaratory or otherwise, of rights hereunder or thereunder, the losing party shall pay to the prevailing party actual attorneys' fees and all other costs and expenses that may be incurred by the prevailing party in such action.

20. No Third Party Beneficiaries. This Agreement is not intended to benefit any third parties, and no entity not a party to this Agreement, except for Quiet Light Brokerage as provided herein, shall be granted any rights hereby.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**Purchaser**

Signature: *Reed Boehring*

Name: Reed Boehringer

Company: Traverse Imports LLC

Title: Founder

**Seller**

Signature: *Evan Lachman*

Name: Evan Lachman

Company: Lachman Enterprises LLC

Title: CEO

## **Exhibit A**

### **Asset Transfer List**

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Below is a list of assets that will be transferred at closing to Buyer.

1. Website Domain/URLs:
2. All hosting accounts
3. All domain name accounts
4. All ecommerce platform accounts
5. All GS1 barcode accounts
6. All website content and files
7. All customer lists
8. All marketing materials
9. All vendor contacts
10. All social media accounts
11. All policy and procedure documents/files
12. All email address associated with website
13. All registered or unregistered trademarks
14. Contracts (written or verbal) with customers and suppliers

**Exhibit B**

**Escrow Agreement**

Attachment from Ecommerce Law Group.

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## Exhibit C

### Allocation of Purchase Price

#### Business Purchase Price

Assets: \$8,800.00 (20%)

Goodwill: \$35,200.00 (80%)

Total: \$44,000.00 (100%)

#### Inventory Purchase Price

Inventory: \$17,700.00 (100%)

Total: \$61,700.00 (100%)

