

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417427

<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>
Jet Bowling, Inc.		02/25/2017	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jetbowling, LLC		
<b>Street Address:</b>	1199 Pond View Drive		
<b>City:</b>	Troy		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45373		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85925973	JET	
<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>Email:</b>	ekistner@woh.rr.com		
<b>Correspondent Name:</b>	Jetbowling, LLC		
<b>Address Line 1:</b>	1199 Pond View Drive		
<b>Address Line 4:</b>	Troy, OHIO 45373		
<b>NAME OF SUBMITTER:</b>	chris crossett		
<b>SIGNATURE:</b>	/chris crossett/		
<b>DATE SIGNED:</b>	02/25/2017		
<b>Total Attachments: 13</b>			
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## ASSET PURCHASE AGREEMENT

This Agreement ("Agreement") is entered into as of the 17<sup>th</sup> day of February, 2017 by and among Jet Bowling, Inc., whose principal business address 3771 West Angelica Way, South Jordan, UT 84095 ("Seller"), Christopher Crossett and Shellie Crossett, whose mailing address is 3771 West Angelica Way, South Jordan, UT 84095 ("Shareholders") and Jethowling, LLC, an Ohio limited liability company, whose business address is 1199 Pond View Drive, Troy, Ohio 45373 ("Buyer"). Buyer, Seller and Shareholders are sometimes referred to herein collectively as the "Parties".

### WITNESSETH

**WHEREAS**, Seller is engaged in internet sale of custom designed bowling balls and bowling accessories (the "Business") at 3771 West Angelica Way, South Jordan, UT 84095, and,

**WHEREAS**, Shareholders are the owners of One Hundred Percent (100%) of the issued and outstanding capital stock of Seller, and Christopher Crossett is the President and Chief Operating Officer of Seller, and,

**WHEREAS**, Seller desires to sell substantially all the business assets of Seller to Buyer and Buyer desires to acquire said assets, all on the terms and conditions set forth herein,

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, the Parties agree as follows:

#### 1. Purchase and Sale of Assets

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing of the transactions contemplated by this Agreement (the "Closing"), Seller will sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest in and to all of the assets, properties and rights of Seller necessary to or utilized or employed in the operation of the Business, of every kind, tangible and intangible, wherever located including (excluding cash and account receivable) but not limited to the following:

- (i) All of Seller's inventories of raw materials, work-in-process, parts and supplies (the "Inventory");
- (ii) All books, payment records, accounts, customer lists, reports, studies, correspondence, production records, technical, accounting, manufacturing, and procedural manuals, development and design data, plans, blueprints, specifications and drawings, employment and personnel records and other useful business records and any confidential or other information which has been reduced to writing or stored on electronic media, utilized in the conduct of or relating to the Business or the Purchased Assets (as hereinafter defined), excluding any of Seller's corporate minutes books or financing documents (the

"Books and Records");

- (iii) All rights under express or implied warranties from the suppliers of the Purchased Assets to the extent transferrable (the "Warranties");
- (iv) All right, title and interest in and to all intellectual and intangible property rights, including but not limited to inventions, original works of authorship, developments, concepts, ideas, improvements, designs, drawings, discoveries, algorithms, trade secrets, processes, methods, formulae, know-how, show-how, patents, patent applications, trade and service names and marks, trademark registrations, trade secrets (whether or not patentable or registerable under patent, copyright or similar laws), certification marks, patterns, apparatus, other data and records, customer lists, marketing techniques, samples, prototypes, pricing, costs, computer and information systems, computer code, computer software and other similar property, publications, business name and telephone number (the "Intellectual Property");
- (v) All approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, federal, state and local governmental authorities as held or effected by Seller in connection with the Business of the Purchased Assets (as hereinafter defined), (the "Permits");
- (vi) All rights under contracts, agreements, purchase orders, customer sales agreements, and other instruments (the "Assigned Contracts");
- (vii) All other assets, properties, claims, rights, and interests of Seller which relate to the Business or the Purchased Assets of every kind and nature and description, whether tangible or intangible, real, personal or mixed; and
- (viii) Inventories, Books and Records, Warranties, Intellectual Property, Permits, Assigned Contracts and other properties, claims, rights, and interests of Seller shall be referred to collectively as the "Purchased Assets".

1.2 Further Assurances. At any time and from time to time after the Closing, at Buyer's request and without further consideration, Seller and Shareholders promptly shall execute and deliver such bills of sale, assignments and other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Buyer may reasonably request more effectively to transfer, convey, and assign to Buyer in actual possession and operating control thereof, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement.

1.3 Assumption of Liabilities. Buyer shall not assume any of the liabilities of Seller or Shareholders and Seller and Shareholders jointly and severally represent and warrant to Buyer and agree that Buyer shall not be or become liable for any claims, demands, liabilities or

obligations not expressly assumed in this Agreement of any kind whatsoever arising out of or relating to the conduct of the Business or the use or ownership of the Purchased Assets by the Seller or Shareholders prior to closing. Without limiting the foregoing, Buyer shall not assume or agree to perform, pay or discharge, and Seller and Shareholders shall remain unconditionally liable for, all obligations, liabilities and commitments, fixed or contingent, of any of them, whether now in existence or hereafter arising.

1.4 **Purchase Price.** In consideration for the purchase of the Purchased Assets, Buyer shall pay to Seller the sum of Eight Thousand Dollars (\$8,000.00) payable as follows: (a) Four Thousand Dollars (\$4,000.00) by wire transfer at Closing and (b) Four Thousand Dollars (\$4,000.00) by wire transfer upon receipt of the Purchased Assets. The Seller and Buyer agree to prepare and file I.R.S. Form 8594- Asset Acquisition Statement setting forth the value of the assets transferred as follows:

Class IV-(Intangibles, Books & Records, Customer Lists, Covenant not to Compete)	\$8,000.00
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1.5 **The Closing.** The purchase price shall be paid in the installments set forth in paragraph 1.4 above by wire transfer to the escrow/trust account of the Seller's attorney, Swan Law Firm, PLLC, whose escrow/trust account is located at Home Savings Bank, Salt Lake City, Utah with the first installment to be wire transferred upon receipt by the Buyer of a fully executed original of this Agreement with wiring instructions to the escrow/trust account of Seller's attorney (the "Closing Date"). The second installment shall be wire transferred after the Intellectual Property rights described in paragraph 1.1(iv) have been transferred or assigned to the Buyer.

2. **Non-Competition and Non-Solicitation By Seller and Shareholders.** For a period of Ten (10) years following the Closing Date, neither Seller nor the Shareholders will, without the prior express written consent of Buyer, engage, directly or indirectly, within the continental United States, in any capacity (whether as an employee, officer, director, owner, member, shareholder, partner, consultant, agent or otherwise) contact, market, solicit, divert or accept business from any person or entity which is or had been an actual or prospective customer or source of business referral for Seller during Seller's operation of the Business, and Seller shall not, directly or indirectly, in any capacity (whether as an employee, officer, director, owner, member, shareholder, partner, consultant, agent or otherwise), engage in any employment or business activities which are competitive, in whole or in part, with those of the Business sold to Buyer.

The parties agree that the ten (10) year term and aforementioned geographical scope of the non-competition restrictions herein are necessary to provide the incentive for Buyer to purchase Seller's Business, that the terms of this agreement are reasonable in their scope and duration and such reasonableness will not be challenged in any proceeding to enforce such covenants.

Any violation by Seller of Seller's obligations hereunder shall, in addition to any other

relief which may be recoverable, entitle Buyer to an immediate injunction and restraining order to prevent such violations or continued violation without having to prove damages. It is agreed that any such violation will cause Buyer irreparable damage for which Buyer shall have an immediate remedy by injunction and restraining order. Seller acknowledges that any breach of Seller's obligations hereunder would be substantial and the exact amount of such loss would have to be determined at trial. Any proceeding to enforce the terms of this non-compete may be commenced in any federal or state court having jurisdiction.

Buyer's failure to take action for any violation of this Agreement shall not constitute a waiver or estoppel as to any prior or future violations of the provisions of this Agreement, and Buyer shall have the right to enforce or take such action for any prior violation or future violation without being subjected to the defense of waiver or estoppel.

3. Representations and Warranties of Seller and Shareholders. The representations and warranties made by Seller and Shareholders herein or in any instrument or document furnished in connection herewith shall survive the Closing and any investigation made at any time with respect thereto. The representations and warranties in this Section 3 or in any document delivered by Seller or Shareholders to Buyer pursuant to this Agreement are deemed to be material and Buyer is entering into this Agreement relying on such representations and warranties. Seller and Shareholders jointly and severally represent and warrant to Buyer that the statements contained in this Section 3 are true, correct and complete.

3.1 Organization. Seller is an expired Utah entity which is no longer conducting business and is winding up its affairs. Shareholders are the holders of record and legal and beneficial owner of one-hundred percent (100%) of the capital stock of Seller.

3.2 Authorization of Transaction. The execution and delivery of this Agreement (and all other agreements provided for herein) by Seller and the consummation of all transactions contemplated hereby, have been duly authorized by all requisite corporate action. This Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Seller or Shareholders is a party will constitute the valid and legally binding obligations of Seller or Shareholders, enforceable against them in accordance with their respective terms. The execution, delivery and performance by Seller and Shareholders of this Agreement and/or the other agreements provided for herein, and the consummation by them of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to any of them, (b) violate the provisions of the Articles of Incorporation or Bylaws of Seller, (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator, or (d) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of Seller pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which any of them is

a party or by which any of them or any of their properties is or may be bound, other than with respect to obligations which will be discharged at or prior to the Closing.

3.3 Ownership of the Purchased Assets: Adequacy. (a) Seller is and at the Closing will be, the true and lawful owner of the Purchased Assets and at the Closing will have the right to sell and transfer to Buyer good and marketable title to all Purchased Assets free and clear of all Encumbrances. The delivery to Buyer of the instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to all Purchased Assets in Buyer, free and clear of all liens, mortgages, pledges, security interests, restrictions, claims, liabilities, encumbrances and equities of any kind or nature whatsoever, all of which shall be discharged prior to Closing.

(b) The Purchased Assets constitute all properties, assets, rights, interests and claims which are necessary to the conduct of the Business as currently conducted by Seller. The Purchased Assets are adequate and sufficient for the operation of the Business as presently conducted in the manner and at the level of current operations. The Business is conducted solely through Seller and all of the assets used to conduct the Business are owned by Seller.

3.4 Litigation. Neither Seller nor the Shareholders is a party to, or to the best knowledge of Seller and Shareholders, threatened with, and none of the Purchased Assets is subject to, any litigation, suit, action, investigation, grievance, arbitration, proceeding or controversy or claim before any court, administrative agency, or other governmental authority relating to or affecting the Purchased Assets, the business, properties, condition (financial or otherwise) or prospects of the Business. Seller is not in violation of or in default with respect to any judgment, order, award, writ, injunction, decree or rule of any court, governmental authority or any regulation of any administrative agency or governmental authority.

3.5 Tax Matters. Seller has filed all tax returns that it has been required to file and has paid all taxes due on such tax returns or claimed in writing to be due by and taxing authority. Each of the income tax returns accurately reflects the taxable income or loss of the Seller for the period covered thereby and the amount shown to be due on each of the other returns accurately reflects all taxes owing for the period or transactions covered thereby. Seller has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency. Seller has not been notified of any proposed adjustments with respect to its tax returns.

3.6 Financial Statements; Books and Records. (a) The Seller has furnished to Buyer its unaudited statement of profit and loss for 2013 through 2016.

(b) The general ledgers and books of account of Seller, with respect to the Business, all federal, state and local income, franchise, property and other tax returns filed by Seller with respect to the Purchased Assets and all other books and records of Seller with respect to the

accordance with good business practice and in accordance with all applicable procedures required by laws and regulations.

3.7 Permits: Compliance with Laws. (a) Seller has all requisite licenses, permits and certificates, including environmental, health and safety permits, from federal, state and local authorities necessary to conduct the Business and own and operate the Purchased Assets. Seller has not engaged in any activity which would cause or permit revocation or suspension of any such Permit, an no action or proceeding looking to or contemplating the revocation or suspension of any such Permit is pending or threatened. There are no existing defaults or events of default or events or state of facts which with notice or lapse of time or both would constitute a default by Seller under any Permit or any default or claimed, purported or alleged default in the performance of any obligations to be performed or paid under any Permit. The consummation of the transactions contemplated by this Agreement will in no way affect the continuation, validity or effectiveness of the Permits or require the consent of any third party under any such Permit or such assignment.

(b) Seller is not in violation of any law, regulation, or ordinance or judgments relating to the Business or the Purchased Assets. Seller has not received any notice or communication from any federal, state or local governmental or regulatory authority or otherwise of any such violation or noncompliance and has not received any notice prior to such time of any violation that has not been cured and has no knowledge of any state of facts that would cause such violation or non-compliance.

3.8 Employee Relations. Seller is in compliance with all federal, state and local laws respecting employment and employment practices, terms and conditions of employment and wages and hours, including without limitation the Family and Medical Leave Act and worker safety laws, and is not engaged in any unfair labor practice, and there are no arrears in the payment of wages or taxes or workers' compensation assessments or penalties. None of Seller's employees is represented by any labor union. There is no unfair labor practice complaint against Seller pending before the National Labor Relations Board or any state or local agency affecting Seller (including but not limited to any organizational campaign). There is no labor grievance pending against or affecting Seller. There are no pending questions concerning representation respecting Seller's employees. There is no pending litigation or other proceeding or basis for an unasserted claim against Seller by any employee or group of employees which is based on claims arising out of any employee's or group of employees' employment relationship with Seller (insofar as such relationship pertains to the business of Seller), including but not limited to claims for contract, tort, discrimination, employee benefits, wrongful termination and any and all common law or statutory claims. Seller has previously provided Buyer with a true, correct and complete list of Seller's current payroll. Seller has deducted and remitted to the relevant governmental authority all income taxes, unemployment insurance contributions and any taxes or other amounts which it is required by statute to deduct and remit to any governmental authority. All employees of Seller are employed on an at will basis.



3.9 **Customers.** The customer list is a true, correct and complete list of the names and addresses of all customers of Seller. None of the customers of Seller has notified Seller that it intends to discontinue its relationship with Seller, nor does there exist any actual or threatened termination or any modification of the business relationship of Seller with any circumstances known to Seller and Shareholders involving such customers which Seller and Shareholders can now reasonably foresee would affect the Business or prevent Buyer from conducting the Business after the consummation of the transactions contemplated by this Agreement in essentially the same manner in which it has heretofore been conducted by Seller.

3.10 **Intellectual and Intangible Property.** (a) the only name by which Seller has been known or which Seller has used is its corporate name set forth in the preamble of this Agreement.

(b) Seller is the sole and exclusive owner, free and clear of all liens, claims and restrictions, of all Intellectual and Intangible Property as hereinabove described and all designs, permits, labels and packages used on or in connection therewith. The Intellectual Property owned by Seller is sufficient to conduct the Business, as presently conducted. Seller and Shareholders have received no notice of, and have no knowledge of any basis for, a claim against Seller that any of its operations, activities, products or publications infringes on any patent, trademark, trade name, copyright or other property right of a third party. Seller (i) has no disputes with or claims against any third party for infringement by such third party of any trade name or other Intangible Property of Seller and (ii) is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, trade name, or copyright or other property right, with respect to the use thereof or in connection with the conduct of the Business or otherwise. Seller has taken all steps reasonably necessary to protect its right, title and interest in and to the Intellectual Property. The consummation of the transaction contemplated by this Agreement will not affect the continuation, validity or effectiveness of the Intellectual Property or require the consent of any third party in respect of the Intellectual Property.

3.11 **Location of Business.** Seller has never conducted business at any location other than the Leased Premises.

3.12 **Third Party Transactions.** All transactions of Seller with third parties are conducted on an arm's length basis, and none of the officers, directors or employees of Seller has any direct or indirect interest, ownership (other than through non-controlling investments in listed securities) or profit participation in any outside business with which Seller has had significant transactions or which is a competitor of Seller other than the Lease.

3.13 **Disclosure.** No representation or warranty made by Seller or Shareholders in this Agreement or in any Exhibit hereto, contains or will contain any untrue statement of a material fact or omits or will omit any material fact necessary in order to make the statements contained therein not misleading. Seller and Shareholders have fully, correctly and completely disclosed to

Buyer all material facts pertaining to the transactions contemplated by this Agreement and have provided Buyer with current, correct and complete copies of all instruments, agreements, claims, documentation and other material identified herein. Seller does not have any material liability or obligation of any nature whatsoever, whether due or to become due, absolute, contingent or otherwise, with respect to the Business and the Purchased Assets, except to the extent specifically disclosed in the Schedules to this Agreement, and there is no reasonable basis for the assertion against Seller of any such material liability or obligation.

4. **Representations and Warranties of Buyer.** As an inducement to Seller to enter into and perform this Agreement, and in consideration of the covenants of Seller contained in this Agreement, Buyer represents and warrants that:

4.1 **Business Status.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio.

4.2 **Authority of Buyer.** Buyer has the legal power and right to enter into and perform this Agreement and all other agreements contemplated hereby, and the consummation of the transactions contemplated by this Agreement in accordance with its terms will not cause Buyer to violate any provision of the Articles of Organization and Operating Agreement or result in the breach or termination of any provision of or constitute a default under any indenture, agreement or other instrument to which Buyer is a party or by which it or any of its properties may be bound.

4.3 **Authorization of Agreement.** The execution, delivery and performance by Buyer of this Agreement and all other agreements contemplated hereby have been duly and validly authorized and approved by all necessary corporate action.

4.4 **Laws and Governmental Orders.** This Agreement and all other agreements contemplated hereby are valid and binding agreements of Buyer enforceable in accordance with their respective terms; and Buyer is not a party to, subject to, or bound by any law, judgment, order, writ, injunction, ruling or decree of any jurisdiction, court or governmental body which would prevent in any manner the carrying out of this Agreement or the other agreements contemplated hereby or the payment to or retention by Seller of the consideration for the Purchased Assets.

4.5 **Commissions.** Buyer has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in connection with the purchase and sale provided in this Agreement.

4.6 **Disclosure.** No representation or warranty made by Buyer in this Agreement contains, or will at Closing Date contain, any untrue statement of a material fact, or omits or will at Closing Date omit to state a material fact necessary to make the statements in this Agreement not misleading in light of the circumstances in which they were made.

5. Best Efforts to Obtain Satisfaction of Conditions. Seller, Shareholders and Buyer covenant and agree to use their best efforts to obtain the satisfaction of the conditions specified in this Agreement.

6. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of Buyer.

6.1 Continued Truth of Representations and Warranties of Seller and Shareholders; Compliance with Covenants and Obligations. The representations and warranties of Seller and Shareholders shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date, except for any changes permitted by the terms hereof or consented to in writing by Buyer or changes resulting solely from actions taken by Buyer, and there shall have occurred no adverse change in the business, assets, liabilities, financial condition or operations of the Business. Seller shall have performed and complied with all covenants required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

6.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of Seller and Shareholders to authorize or carry out this Agreement and to convey, assign, transfer and deliver the Purchased Assets shall have been taken.

6.3 Governmental Approvals. All courts of law, governmental agencies, departments, bureaus, commission and similar bodies, the consent, authorizations or approval of which is necessary under any applicable law, rule, order or regulation for the consummation by Seller and the Shareholders of the transactions contemplated by this Agreement and the operation of Seller's business by Buyer shall have consented to, authorized, permitted or approved such transactions.

6.4 Adverse Proceedings. No action or proceedings by or before any court or other governmental body shall have been instituted by any governmental body or person whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which might affect the right of Buyer to own or use the Purchased Assets after the Closing.

6.5 The Purchased Assets. At the Closing, Buyer shall receive good and marketable title to all Purchased Assets, free and clear of all encumbrances. Seller and Shareholders shall have executed and delivered to Buyer all documents, including but not limited to bills of sale, assignments, and other instruments of conveyance, as Buyer shall reasonably determine are necessary to transfer such title to all of the Purchased Assets to Buyer in such manner.

6.6 **Employee Matters.** Effective as of the Closing Date, Seller will cease its conduct of the Business and will terminate the employment of any of its employees, including temporary employees, as of such date.

6.7 **Due Diligence Review.** Buyer shall have completed a due diligence review of the Business, the results of which review shall have been satisfactory to Buyer in its sole and absolute discretion.

6.10 **Closing Documents from Seller.** Buyer shall have received at or prior to the Closing, a good and sufficient bill of sale, assignments and other instruments of transfer as shall be necessary, in the reasonable opinion of Buyer's counsel, to convey and transfer to and vest in Buyer all of Seller's right, title and interest (as herein warranted) in and to the Purchased Assets.

7. **Closing Documents From Buyer.** Buyer agrees to deliver to Seller on the Closing Date as set forth above, the consideration for the Purchased Assets specified in this Agreement.

8. **Indemnifications.** Seller agrees to indemnify and hold Buyer harmless, and Buyer agrees to indemnify and hold Seller harmless, from and against all liability, loss, damage, cost or expense (including reasonable attorneys' fees) which either may sustain by reason of the breach by the other of any of the representations, warranties or agreements contained herein.

9. **Termination of Agreement.**

9.1 **Termination by Lapse of Time.** This Agreement shall terminate if the transactions contemplated hereby have not been consummated by 5:00 p.m. (D.S.T.) on the 15<sup>th</sup> day of March, 2017 (the "Termination Date"), unless such date is extended by the written consent of all of the parties hereto.

9.2 **Termination by Agreement of the Parties.** This Agreement may be terminated by the mutual written agreement of the parties hereto. In the event of such termination by agreement, Buyer shall have no further obligation or liability to Seller or Shareholders under this Agreement, and Seller or Shareholders shall have no further obligation or liability to Buyer under this Agreement.

9.3 **Termination by Reason of Breach.** (a) This Agreement may be terminated by Seller or Shareholders if, at any time prior to the Closing, there shall occur (i) a material breach of any of the representations, warranties or covenants of Buyer contained herein or (ii) a material failure by Buyer to perform any condition or obligation contained herein.

(b) This Agreement may be terminated by Buyer if, at any time prior to the Closing, there shall occur (i) a material breach of any of the representations, warranties, covenants or obligations of Seller or Shareholders contained herein, or (ii) a material failure of any of them to perform any condition or any obligation contained herein.

(c) This Agreement may be terminated by Buyer if at any time prior to the Closing there shall occur any failure of Buyer's satisfaction with its due diligence review.

10. Transfer and Sales Tax. Buyer shall be responsible for and shall pay all filing and recording, sales, use and transfer taxes and fees, if any, upon the sale or transfer of any of the Purchased Assets hereunder.

11. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), federal express or other overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed to the addresses of the parties first set forth above. Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) five (5) business days after being sent, if sent by registered or certified mail.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither Seller or Shareholders nor Buyer may assign all or portion of its rights and obligations hereunder without the prior written consent of the other parties.

13. Entire Agreement; Amendments; Attachments. (a) This Agreement, all Exhibits hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between or among such parties except as expressly provided herein. Buyer and Seller, by the consent of their respective Boards of Directors or officers authorized by such Boards, and Shareholders may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by Buyer, Shareholders, and Seller.

14. Expenses. Except as otherwise expressly provided herein, Buyer, Shareholders, and Seller shall each pay their own expenses in connection with this Agreement and the transactions contemplated herein.

15. Section Headings. The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

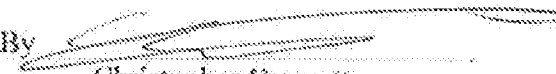
17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

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

SELLER

Jet Bowling, Inc.

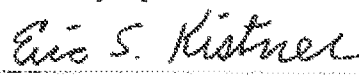
By

  
Christopher Crossett  
President

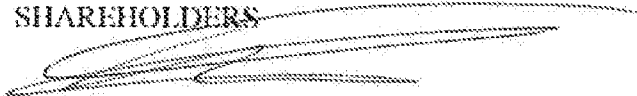
BUYER

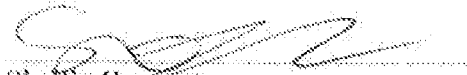
JETBOWLING, LLC, an Ohio limited  
company

By

  
Eric S. Kistner  
Member

SHAREHOLDERS

  
Christopher Crossett

  
Shellie Crossett

This agreement prepared by: Gary L. Weaks  
Huffman, Landis, Weaks & Walters, Co. L.P.A.  
80 South Plum Street  
Troy, Ohio 45373  
(937) 335-0550

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This bill of sale and assignment and assumption agreement is entered into on February 18, 2017, between Eric Kistner as the "Buyer", and Jet Bowling, a Utah CORPORATION (the "Seller").

The Seller owns and operates a bowling business known as Jet Bowling (the "Business").

The Seller has agreed to sell and the Buyer has agreed to purchase the Purchased Assets (as defined in the "Asset Purchase Agreement").

Therefore, the parties agree as follows:

1. Sale of the Purchased Assets; Assumption of the Assumed Contracts. Subject to the provisions set forth in the "Asset Purchase Agreement", as of midnight at the beginning of the date of this agreement closing (the "Effective Time"), the Seller hereby sells, conveys, assigns, and transfers to the Buyer the assets set forth in the "Asset Purchase Agreement" free and clear of any and all liens and encumbrances, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets and assumes the Buyer's obligations under the contracts listed on the "Asset Purchase Agreement".

2. Purchase Price. The purchase price is \$ 8,000 (the "Purchase Price"). The parties agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax purposes) in accordance with the allocation schedule attached to this agreement. The Buyer shall pay the Purchase Price as follows:

(1) \$ 4,000.00 USD (four thousand dollars) will be paid at the Closing by wire transfer.

(5) \$ 4,000.00 USD (four thousand dollars) will be paid at the time of intellectual property transfer by wire transfer (as per "Asset Purchase Agreement").

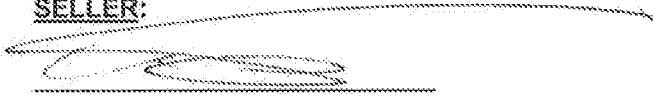
Each of the undersigned has caused this bill of sale and assignment and assumption agreement to be duly executed and delivered as of the date first written above.

**BUYER:**

\_\_\_\_\_

By:  
Name:  
Title:

**SELLER:**



By: Jet Bowling, Inc.  
Name: Chris Crossett  
Title: President