

900526813 12/12/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ValuePlus 13 Inc		11/27/2019	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Mocer LLC		
Trading As:	Mocer LLC		
Street Address:	27 W 16th St Apt 5E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Delaware Limited Liability Company		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88584225	FEMINIQUE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9172509812		
Email:	ryan@recomtrade.com		
Correspondent Name:	Ryan Gnesin		
Address Line 1:	27 W 16th Apt 5E		
Address Line 4:	New York, NEW YORK 10011		
NAME OF SUBMITTER:	Kathleen Jardine		
SIGNATURE:	/Kathleen J. Jardine/		
DATE SIGNED:	12/12/2019		
Total Attachments: 20			
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ASSET PURCHASE AGREEMENT

THIS **ASSET PURCHASE AGREEMENT** (this "**Agreement**") is made and entered into as of this 27 day of November, 2019 (the "Effective Date"), by and between ValuePlus 13 Inc., an Arizona Corporation with its principal place of business located at 9538 W Shasta Drive, Sun City, AZ 85351 (together with its subsidiaries and affiliates, "Seller"), and MOCER LLC a Delaware Limited Liability Company with its principal place of business located at 60 West 23rd Street, Suite 918, Manhattan, NY, NY, 10010, USA ("Purchaser"). Each of Seller and Purchaser a "Party" and together, the "Parties".

WHEREAS, Seller is the owner and operator of an e-commerce business, including its websites, known as Feminique, with the following URLs www.mysiliconebreastforms.com and www.feminiquebreastforms.com (together the "Web Site") and Seller's business is devoted, in part, to the sales of products branded under the pending trademark application FEMINIQUE via the Web Site and/or via Third Party Online Sales Platforms (including but not limited to Feminique and eSaleKathy) (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 (as defined below), 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 or controlled by, or being used in connection with, 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, which for the purposes hereof, shall include all copyright, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, artwork, computer generated materials, logos, symbols, database rights, customized computer software, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, including trade secrets, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as they pertain to the Business, the Web Site and/or the Assets. For the avoidance of doubt, intellectual property rights shall also include any and all licenses or sublicenses required to operate the Business or the Website or to take ownership of the Assets for the purpose of commercialization.

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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 and certificates 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, 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 established prior to the date hereof, 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). For the avoidance of doubt, Seller shall be responsible for all liabilities incurred in connection with the Assets, prior to the date hereof, and shall indemnify Purchaser in accordance with Section 9(a) below related to any and all such liabilities.

4. Purchase Price, Payment and Allocation. The purchase price for the Assets shall be as set forth in Exhibit C hereto (the "Purchase Price"), which 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. The value of Inventory is calculated as the landed cost of inventory on hand, excluding shipping, freight and any other costs to get to Purchaser's warehouse, less the value of any damaged or unsellable inventory as agreed by

the Parties. Buyer and Seller shall execute and file all income Tax Returns and prepare all financial statements in a manner consistent with the allocation determined pursuant to this Exhibit C, shall not take any position before any Governmental Authority or in any judicial proceeding that is inconsistent with such allocation, and shall cooperate in timely filing, consistent with such allocation, of Form 8594 with the Internal Revenue Service.

5. The Closing. Subject to the satisfaction of the Closing Conditions set forth below, the transaction contemplated by this Agreement shall be closed within 30 days after the Effective Date, unless as mutually extended by the Parties, and as soon as practical after the Closing Conditions have been satisfied. At the Closing, Purchaser will deliver the Purchase Price 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. Within 1 day following the Closing, the Seller shall, at its sole cost and expense, provide access for the Buyer to take physical possession of all Assets which are capable of transfer by delivery and which are in the Seller's possession including all inventory and any other tangible property, and deliver to the Buyer the assignments of ownership of the Assets. For the purposes hereof, prior to Closing, Seller must have: (i) facilitated, and Buyer must be allowed to complete, a complete and final stock take and inspection of all of the Assets; (ii) have provided Buyer with direct access to the relevant Administration accounts of the Third Party Online Sales Platforms (i.e. Amazon, eBay, Shopify); and (iii) each of the activities (and data arising therefrom) described in Section 5(i) and (ii) shall have been deemed to be reasonably satisfactory to Buyer, in Buyer's sole discretion (collectively, the Closing Conditions).

6. Warranties and Representations of Seller. Seller hereby makes the following representations and warranties to Purchaser, 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 and has the power and authority to own or lease its properties and to carry on the Business and the Web Site as it is 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 actions 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 claims by any person of any kind, whether known or unknown. 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 used in the Business and the Web Site and are in good and marketable condition and are sufficient to permit the conduct of the Business and the Web Site 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, including, without limitation, the Business, Website or Assets. 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 and all related documentation, including, without limitation, bank account statements and statements of third party reseller platforms such as Amazon, 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 diminish the value of, or otherwise impair the operation and maintenance of the Business.

6.8 Material Information. Seller has provided to Buyer any and all material information required for Buyer to: (1) evaluate the transaction described under this Agreement; (2) to undertake the obligations under this Agreement; and (3) to support its stated purpose for entering into this Agreement, that being the ongoing commercialization of the Assets, as applicable.

6.9 Bankruptcy. There are no bankruptcy, reorganization, or insolvency proceedings pending against, being contemplated by, or to Seller's Knowledge, threatened against Seller or any of Seller's Affiliates.

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. Other than as explicitly set forth in this Agreement, there are no other representations or warranties of Purchaser that the Seller has, or shall, rely upon with respect to the subject matter hereof.

7.1 Bankruptcy. There are no bankruptcy, reorganization, or insolvency proceedings pending against, being contemplated by, or, to Buyer's Knowledge, threatened against Buyer or any of Buyer's Affiliates.

8. Covenants of Seller.

8.1 Performance of Transition Services. For a period of three (3) months following the Closing (the "Transition Period"), Seller agrees to use its best efforts to provide up to forty (40) 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 Transaction Period. Consideration for such services render by Seller during the Transition Period is included as part of the Purchase Price. For a period of one (1) year following the closing (the "Extended Transition Period"), Seller shall use its best efforts to assist Buyer with respect to: (1) any assignment of Intellectual Property as described above; and (2) any account management issues that may arise in connection with the acquired Assets, including, without limitation, the Amazon account currently utilized by the Business and to-be-purchased by Buyer hereunder.

8.2 Seller Non-Compete. During the period commencing on the Closing and for three (3) years thereafter, Seller or its affiliates (which for the purposes hereof, includes (without limitation) the immediate family members of any of the officers or directors of Seller), each agree that, it will not, in any manner, directly or indirectly, (i) compete with Buyer in the Business, and will not, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with any corporation, firm, entity, or business that is so engaged unless duly authorized by written consent of the Buyer, (ii) persuade or attempt to persuade any employee, salesperson or agent of the Buyer to leave the employ of the Buyer or to become employed by or to provide services to any other entity, (iii) persuade or attempt to persuade any current customer or former client to reduce the amount of business it does or intends or anticipates doing with the Buyer or with any affiliate of the Buyer

9. Indemnity.

9.1 Indemnification by Seller. From and after the Closing, Seller shall indemnify, hold harmless and defend Purchaser and its directors, officers, employees and attorneys 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 or obligation 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 or Web Site 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.

9.3 Claims for Indemnification. A party seeking indemnification (the "Indemnified Party") under this Article 9 shall give written notice (a "Claim Notice") to the other party (the "Indemnifying Party") as soon as practicable after the Indemnified Party becomes aware of any fact, condition or event which may give rise to Losses for which indemnification may be sought under this Section 9 (a "Claim"). The failure of the Indemnified Party to timely give a Claim Notice to the Indemnifying Party hereunder shall not affect the Indemnified Party's rights to indemnification hereunder, except and only to the extent that the Indemnifying Party demonstrates actual damage caused by such failure.

9.4 Limitations on Indemnity. Neither Seller Indemnified Parties nor the Buyer Indemnified Parties shall be entitled to be indemnified for Losses, unless such party shall have delivered, with respect to any Claim for breach of any representation or warranty, a Claim Notice in respect of such Losses prior to that date which is not later than three (3) years after the Closing Date.

10. Survival of Representations. 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 five days following deposit in the U.S. Mail or one day following deposit in a reputable overnight service postage prepaid, addressed to Seller at:

Kathleen Jardine

9538 W Shasta Dr.
Sun City, AZ 85351

or Purchaser at:

Ryan Gnesin
60 West 23rd Street, Suite 918,
Manhattan, NY,
NY, 10010, USA

, 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 and governed under the laws of the State of New York, without regard to conflicts of law principles.

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 QLB 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

Ryan Gnesin

By: Ryan Gnesin

Title: Director

Seller

Kathleen J. Jardine

By:

Title: Vice President, Owner

Exhibit A

Asset Transfer List

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

1. Website Domain/URLs:
<http://www.mysiliconebreastforms.com>, <http://www.feminiquebreastforms.com>
2. All web hosting accounts
3. All domain name accounts
4. All ecommerce platform accounts
5. All website content and files
6. All customer lists
7. All marketing materials
8. All vendor contacts
9. All social media accounts (none at this time)
10. All policy and procedure documents/files
11. All toll free numbers associated with websites (none at this time)
12. All email address associated with websites
13. All registered or unregistered trademarks
14. Contracts (written or verbal) with customers and suppliers

Exhibit B

Escrow Agreement

This Escrow Agreement (this “**Agreement**”), is made and entered into as of November 27, , 2019 (the “**Effective Date**”), by and among MOCER LLC a Delaware Limited Liability Company (“**Buyer**”), ValuePlus 13 Inc., an Arizona Corporation (“**Seller**”), and Ecommerce Law Group (“**Escrow Agent**”).

WHEREAS, Buyer and Seller desire to consummate a sale and a purchase of assets and/or equity interests pursuant to a certain Asset Purchase Agreement (“**APA**”) dated as of even date herewith (the “**Transaction**”);

WHEREAS, accordingly, Buyer desires to provide to Escrow Agent, and Escrow Agent desires to accept from Buyer, a certain escrow amount; and

WHEREAS, the Escrow Agent is willing to establish an escrow on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

A. Recitals. All of the above recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

B. Establishment of Escrow. The parties hereto shall establish, and by execution of this Agreement hereby agree to establish, an escrow with the Escrow Agent, which escrow shall be maintained with the Escrow Agent in the Escrow Agent’s trust account at JPMorgan Chase Bank, N.A. (the “**Escrow Account**”).

C. Escrow Period. The Escrow Agent agrees to receive, hold and disburse the Escrow Fund (as defined herein) in the Escrow Account in accordance with the terms of this Agreement. The “**Escrow Period**” shall begin on the Effective Date and shall terminate on the earlier of: (i) the date the Escrow Fund is disbursed in accordance with the terms hereof or (ii) as otherwise agreed in writing by the parties hereto. The Escrow Agent shall not make any disbursements of the Escrow Fund from the Escrow Account except as expressly provided herein or pursuant to any lawful order issued to the Escrow Agent by a court of competent jurisdiction.

D. Escrow Fund. On the date hereof, Buyer shall deliver to the Escrow Agent, by wire transfer of immediately available federal funds (United States Dollars), an amount equal to Two Hundred Fifty-Eight Thousand and Five Hundred US Dollars (\$258,500.00) (the “**Escrow Fund**”). The Escrow Fund includes an additional \$500 for Buyer’s portion of the Escrow Agent’s Fees (as defined below). Seller shall pay its \$500 portion of the Escrow Agent’s Fees (as defined below) from its disbursement of the Escrow Fund. Buyer shall deliver the Escrow Fund to the account designated on Exhibit A attached hereto. The Escrow Agent’s obligations hereunder are contingent upon the clearance of funds wired to the Escrow Agent in an amount equal to the Escrow Fund.

E. Disbursements of the Escrow Fund from the Escrow Account.

1. All references to the Escrow Fund hereunder shall mean the Escrow Fund less the Fee Split (as defined herein).
2. If (i) either Buyer or Seller elects not to proceed with the Transaction for any reason prior to the execution of a definitive purchase agreement, or (ii) the Transaction does not close for any reason, then the Escrow Agent is fully authorized to return the Escrow Fund to Buyer.
3. If the Transaction is consummated, then the Escrow Agent is fully authorized to disburse the Escrow Fund as follows (pursuant to wire instructions provided by such party to the Escrow Agent):

To Seller:	\$232,500.00
To Quiet Light Brokerage:	\$25,000.00
To Escrow Agent:	\$1,000.00
TOTAL:	\$258,500.00

4. If the Escrow Agent receives conflicting notice or instructions from Buyer and Seller with respect to the closing of the Transaction, then the Escrow Agent shall retain the Escrow Fund until (x) Buyer and Seller jointly instruct the Escrow Agent, in writing, as to the disposition of the Escrow Fund or any part thereof, or (y) the Escrow Agent receives an order from a court of competent jurisdiction concerning disposition of the Escrow Fund or any part thereof. The Escrow Agent shall, in addition, disburse the Escrow Fund in accordance with any joint written instructions of Buyer and Seller received by the Escrow Agent.
5. Upon the disbursement of the Escrow Fund in accordance with the provisions above, the Escrow Agent will have no further responsibility with respect to the Escrow Fund so disbursed, and upon disbursement of all of the Escrow Fund in accordance with said sections, the Escrow Agent will have no further responsibility under this Agreement. In this regard, it is expressly agreed and understood by the parties hereto that in no event shall the aggregate amount of disbursements made by the Escrow Agent exceed the amounts deposited in the Escrow Fund.

F. Fee Split. The Escrow Agent's fees in connection with this Agreement will be One Thousand Dollars (\$1,000) (the "**Fees**"). The parties hereto agree, whether or not the Transaction is consummated, that each of Buyer and Seller shall contribute fifty percent (50%) of the total Fees and any expenses incurred by the Escrow Agent in connection with the Escrow Agent's services hereunder (the "**Fee Split**"). Accordingly, notwithstanding anything in this Agreement to the contrary, the parties hereto agree that the Escrow Agent is authorized to pay the Fee Split, on behalf of each party hereto, prior to the disbursement of the Escrow Fund.

G. Investment of Escrow Fund. The Escrow Agent shall hold the Escrow Fund in a trust account, and no interest will be accrued for the benefit of, or paid to, Buyer or Seller.

H. Rights, Duties and Responsibilities of Escrow Agent. It is understood and agreed that the duties of the Escrow Agent are purely ministerial in nature. It is further agreed that:

1. The Escrow Agent shall not be responsible for the performance by Buyer or Seller of their respective obligations under this Agreement, a purchase agreement or any other agreement between or among the parties hereto.

2. The Escrow Agent shall be under no duty or responsibility to give any receipt for funds, checks, drafts or instruments for the payment of money; or to enforce collection of any check, draft or other instrument for the payment of money delivered to it hereunder.
3. The Escrow Agent shall have the right to act in reliance upon any document, instrument or signature believed by it in good faith to be genuine and to assume (unless it has reason to believe otherwise) that any person purporting to give any notice or instructions in accordance with this Agreement or in connection with any transaction to which this Agreement relates has been duly authorized to do so. The Escrow Agent shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions. The Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of Buyer, Seller or any other person, firm, company or corporation, except only such notices or instructions as are herein provided for and orders or process of any court.
4. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to any portion of the Escrow Fund which, in its sole opinion, are in conflict with other instructions received by it or any provision of this Agreement, it shall be entitled to hold the Escrow Fund in the Escrow Account pending the resolution of such uncertainty to the Escrow Agent's sole satisfaction, by entry of an order, judgment or decree by a court or courts of competent jurisdiction or otherwise; or the Escrow Agent, at its option, may deposit the Escrow Fund in the registry of a court of competent jurisdiction in a proceeding to which all parties in interest are joined. Upon so depositing such funds and filing its complaint and interpleader, the Escrow Agent shall be completely discharged and released from further liability. Any reasonable expenses incurred by the Escrow Agent in connection with such action shall be reimbursed jointly and severally by Buyer and Seller, including out of the Escrow Fund.
5. The Escrow Agent shall not be liable for any action taken or omitted hereunder except in the case of its bad faith, gross negligence or willful misconduct. The Escrow Agent may consult legal counsel satisfactory to it, including counsel for any of the other parties to this Agreement. The Escrow Agent shall not be liable for any action taken, suffered or omitted by it in reasonable reliance upon the advice of such counsel. Any reasonable expenses incurred by Escrow Agent in connection with such consultation shall be reimbursed jointly and severally by Buyer and Seller, including out of the Escrow Fund.
6. The Escrow Agent shall not be liable or responsible to perform any act pertaining to the Transaction, other than as set forth in this Agreement, or because of the loss of any monies arising through insolvency or the act, default or omission of any person other than the Escrow Agent. The Escrow Agent shall not be responsible for the application of the Escrow Fund deposited in the Escrow Account and paid out, withdrawn or transferred in accordance with this Agreement.
7. The Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Fund or any part thereof.
8. The Escrow Agent shall have no responsibility with respect to the use or application of any funds or other property paid or delivered by the Escrow Agent pursuant to the provisions hereof.

9. The Escrow Agent shall under no circumstances be required to furnish a formal accounting for the proceeds in the Escrow Fund.

10. This Agreement sets forth exclusively the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligation shall be read into this Agreement against the Escrow Agent.

I. Amendment; Resignation. This Agreement may be altered or amended only with the written consent of Buyer, Seller and the Escrow Agent. The Escrow Agent may resign as escrow agent at any time upon ten (10) days prior written notice to Buyer and Seller. In the case of the Escrow Agent's resignation, its only duty shall be to hold and dispose of the Escrow Fund in accordance with the original provisions of this Agreement until a successor escrow agent shall be appointed and written notice of the name and address of such successor escrow agent shall be given to the Escrow Agent, whereupon the Escrow Agent's only duty shall be to pay over to the successor escrow agent the Escrow Fund, less any portion thereof previously paid out in accordance with this Agreement.

J. Warranties. Buyer and Seller, jointly and severally, warrant to and agree with the Escrow Agent that, unless otherwise expressly set forth in this Agreement, at the time of this Agreement, and upon disbursement of the Escrow Fund in accordance with this Agreement:

1. No party other than the parties disclosed hereto have, or shall have, any lien, claim or security interest in the Escrow Fund or any part thereof; and

2. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specially or generally) the Escrow Fund or any part thereof.

K. Lien of Escrow Agent. The Escrow Agent is hereby vested with a lien on all funds and documents deposited with it pursuant to this Agreement for indemnification, attorneys' fees or charges of any character or nature that may be incurred by the Escrow Agent by reason of disputes arising among the parties to this Agreement as to the correct interpretation of this Agreement or any notices, certifications or documents given to the Escrow Agent pursuant to this Agreement, with the right of the Escrow Agent, regardless of anything to the contrary contained herein, to hold such funds and documents until and unless the additional expenses, fees or charges have been paid in full.

L. Indemnification. Buyer and Seller, jointly and severally, agree to indemnify the Escrow Agent and its officers, agents, directors, shareholders, and employees (herein, jointly and severally, the "Indemnitees") against, and hold them harmless of and from, any and all loss, liability, cost, damage and expense, including without limitation, reasonable attorneys' fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought by any third party against the Indemnitees, arising out of or relating in any way to this Agreement or any transaction contemplated by this Agreement, or in the performance of its duties hereunder including, but not limited to, any interpleader action brought pursuant to Section H(4).

M. Escrow Agent; Counsel. Buyer and Seller agree that the status of Ecommerce Law Group as Escrow Agent under this Agreement does not disqualify such law firm from representing any party or any such party's affiliates in connection with the Transaction and in connection with any dispute that may arise in connection with the Transaction. Buyer and Seller specifically waive any conflict or potential conflict of interest that Ecommerce Law Group may have in serving as escrow agent and as counsel for any party hereto or its affiliates. Buyer and Seller acknowledge that the Escrow Agent may be counsel for a party hereto or its affiliates

and has agreed to serve as escrow agent solely as an accommodation to them. In the event of a dispute between Buyer and Seller regarding the disposition of the Escrow Amount, the interest of a party or its affiliates in the resolution of such dispute, by litigation or otherwise, may be represented by Ecommerce Law Group, which also serves as escrow agent under this Agreement.

N. Governing Law, Attorneys' Fees, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. If it becomes necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, then the prevailing party will be awarded from the non-prevailing party reasonable attorneys' fees at all trial and appellate levels, expenses and costs. Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the courts of Broward County in the State of Florida, United States of America or in the U.S. District Court for the Southern District of Florida. The parties hereto hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Exclusive venue for any such action will be Broward County, Florida, United States of America. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in Broward County, Florida, and hereby further irrevocably waive any claim that any suit, action or proceeding brought in Broward County, Florida, has been brought in an inconvenient forum.

O. Assignability. This Agreement shall not be assignable without the written consent of all of the parties hereto. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the successors and permitted assigns of the parties.

P. Notices. All notices required or permitted to be given in connection with this Agreement shall be sent by email or nationally or internationally recognized overnight or expedited delivery service and addressed to all the parties to each party's last known address of record. All notices sent by Buyer to Seller or by Seller to Buyer shall simultaneously be sent to Escrow Agent.

Q. Severability. If any provision of the Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically transmitted signature pages shall be enforceable and binding.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (written or oral) of the parties in connection herewith. For the avoidance of doubt, this Agreement does not supersede the agreement between the parties set forth in the APA.

T. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

U. Number and Gender. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neutral, as the context indicates is appropriate.

V. Construction. The parties hereto and their respective legal counsel (as applicable) have had the opportunity to participate in the preparation of this Agreement; therefore, this Agreement shall be construed neither against nor in favor of any of the parties hereto, but rather in accordance with the fair meaning thereof.

W. Effect of Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement will in no manner affect the right to enforce the same. The waiver by any party of any breach of any provision of this Agreement will not be construed to be a waiver by any such party of any succeeding breach of that provision or a waiver by such party of any breach of any other provision.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BUYER:

MOCER LLC, a Delaware Limited Liability Company

By: *Ryan Gnesin*
Name: Ryan Gnesin
Title: CEO, Owner

SELLER:

ValuePlus 13 Inc., an Arizona Corporation

By: *Kathleen J. Jardine*
Name: Kathleen J. Jardine
Title: Vice President, Owner

ESCROW AGENT:

ECOMMERCE LAW GROUP

By: *Shawn A. Hussain*
Shawn A. Hussain, President

EXHIBIT A to the Escrow Agreement

Wire Transfer Instructions

Bank: JPMorgan Chase Bank, N.A.
5500 South Flamingo Road, Suite 100
Cooper City, FL 33330

Further Credit to: Ecommerce Law Group IOTA Trust Account
10700 SW City Center Boulevard, Suite 5121
Pembroke Pines, FL 33025

SWIFT: CHASUS33

Routing #: 267084131

Account #: 936900708

Exhibit C

As Purchase Price

Assets: \$80,000 (40%)

Goodwill: \$120,000 (60%)

Inventory: \$ < Amount to be entered after final stock take

Total: \$

Exhibit D

BILL OF SALE

THIS BILL OF SALE is made and effective as of the day of _____, by SELLER ("Seller"), to and for the benefit of BUYER ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser are the parties to that certain Asset Purchase Agreement dated 27 November 2019 (the "Purchase Agreement");

NOW, THEREFORE, in accordance with the terms and subject to the conditions contained in the Agreement and for good and valuable consideration paid by Purchaser to Seller as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller has sold, assigned and transferred and by these presents does hereby sell, assign and transfer to Purchaser the Assets (as defined in the Purchase Agreement), free and clear of all liens, claims, and encumbrances, and Seller hereby guarantees that Purchaser will receive good and marketable title to the Assets pursuant to this Bill of Sale,

TO HAVE AND TO HOLD the Assets unto Purchaser and Purchaser's successors, assigns, and heirs forever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above-written.

SELLER

Signature: _____

Printed Name: