

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Publishing Ventures LLC		12/30/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mark Marino		
Street Address:	8 Champions Mark		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78258		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5463747	ADHDBOSS	
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:	9724540631		
Email:	taylorpublishingventures@gmail.com		
Correspondent Name:	Stefan Taylor		
Address Line 1:	2300 Olympia Dr. Unit 271716		
Address Line 4:	Flower Mound, TEXAS 75027		
NAME OF SUBMITTER:	Stefan Taylor		
SIGNATURE:	/Stefan Taylor/		
DATE SIGNED:	01/06/2020		
Total Attachments: 13			
source=ADHDBoss.com Website and Software Sale Agreement Signed#page1.tif			
source=ADHDBoss.com Website and Software Sale Agreement Signed#page2.tif			
source=ADHDBoss.com Website and Software Sale Agreement Signed#page3.tif			
source=ADHDBoss.com Website and Software Sale Agreement Signed#page4.tif			
source=ADHDBoss.com Website and Software Sale Agreement Signed#page5.tif			

OP \$40.00 5463747

source=ADHDBoss.com Website and Software Sale Agreement Signed#page6.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page7.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page8.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page9.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page10.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page11.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page12.tif
source=ADHDBoss.com Website and Software Sale Agreement Signed#page13.tif



ADHDBoss.com Website and Software Sale Agreement

12/30/2019

Created by:

Stefan Taylor

Prepared for:

Mark Marino

ADHDBoss.com Sale and Purchase

1. Background

- A. The Seller owns the Business.
- B. The Seller desires to sell the Business to the Buyer and the Buyer desires to purchase the Business from the Seller.
- C. Subject to and in accordance with the terms and conditions of this Agreement, the Buyer agrees to purchase the Business from the Seller and the Seller agrees to sell the Business to the Buyer.

2. Definitions

In this Agreement, the following words have the following meanings:

Assets means individually and collectively the website's code, the software, the Intellectual Property Rights, Goodwill, the Customers, the Inventory, the benefit of the Business Contracts and any other items listed in the Particulars.

Assistance Period means the period specified as such in the Particulars, which may be before or after Completion or both.

Business means the whole of the undertaking and Goodwill of the Business as specified in the Particulars carried on by the Seller under the business name specified in the Particulars using the Assets.

Business Name means the name of the business specified in the Particulars.

Buyer means the buyer of the Business and the Assets as set out in the Particulars.

Completion means the completion of this Agreement resulting in the sale by the Seller and the purchase by the Buyer of the Business and the Assets.

Completion Date means the date that Completion occurs, such date being scheduled to take place on the date specified in the Particulars.

Encumbrances means all mortgages, charges, pledges, liens, security interests, retentions of title, other encumbrances and all rights of any other person adverse to the interest of the Buyer as purchaser of the Business and the Assets.

ADHDBoss.com Sale and Purchase

Intellectual Property Rights means all intellectual property and proprietary rights (whether registered or unregistered) owned or used by the Seller or necessary for the conduct of the Business including:

- (a) the Business Name,
- (b) the trademarks;
- (c) the Confidential Information; and
- (d) all patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, know-how, logos, registered and unregistered designs, design rights, copyright and similar industrial or intellectual property rights.

Purchase Price means the dollar amount described as such in the Particulars.

Seller means the seller of the Business and the Assets.

ADHDBoss.com Sale and Purchase

3. Sale and Purchase

If all Conditions are satisfied, at Completion:

- (a) the Seller (as legal and beneficial owner) sells; and
- (b) the Buyer buys, free from all Encumbrances (other than those Encumbrances listed in the Particulars), the Business and the Assets.

4. Purchase Price

The Buyer must pay the Purchase Price to the Buyer as directed by the Seller, on Completion.

- (a) \$3,500 payable on Completion

5. Title and Risk

5.1 The Buyer is only entitled to the income and profits of the Business accrued after Completion.

5.2 Possession of the Assets sold under this Agreement and risk related to the Assets must be given and taken at Completion.

5.3 Until Completion, the Seller must maintain current insurance policies in respect of the Assets covering such risks and for such amounts as would be maintained in accordance with prudent business practice and, if required by the Buyer, have noted on all relevant insurance policies the interest of the Buyer in the Assets.

5.4 If any of the Assets are damaged, destroyed or otherwise affected before Completion to a degree which, in the reasonable opinion of the Buyer, materially and adversely affects the conduct or profitability of the Business, the Buyer may immediately terminate this Agreement by notice in writing to the Seller.

5.5 The Buyer and its representatives are entitled to full management and control of the Business at and from Completion.

5.6 Title to the Assets and the benefit of the Goodwill passes to the Buyer at Completion

6. Continuation of Business

TRADEMARK

REEL: 006831 FRAME: 0862

ADHDBoss.com Sale and Purchase

6.1 Prior to Completion, the Seller must carry on the Business in the usual and ordinary course and do all things necessary or desirable to preserve and enhance the Goodwill and not do anything which may damage the Goodwill at any time.

7. Assistance

7.1 The Seller must do whatever is reasonably necessary to introduce the Buyer to customers and suppliers connected with the Business and give the Buyer reasonable assistance and advice about running the Business during the Assistance Period.

ADHDBoss.com Sale and Purchase

8. Completion

8.1. Completion must take place on the Completion Date at the location specified in the Particulars or such other place as the parties agree.

8.2. At Completion, the Seller must, at its own cost (if any):

(a) deliver to the Buyer releases of all Encumbrances affecting the Assets (other than those Encumbrances being transferred by this Agreement and specified in the Particulars) from all persons holding those interests; and

(b) deliver to the Buyer all Stock; and

(c) deliver to the Buyer duly executed transfers of or consents relating to the Intellectual Property Rights (where applicable) in a form acceptable to the Buyer; and

(d) assign to the Buyer all its right, title and interest in the Business Contracts and deliver to the Buyer all required consents to such assignment; and

(e) deliver to the Buyer the Records; and

(f) deliver to the Buyer:

i. such other notices, documents, instruments and assignments reasonably requested by the Buyer prior to Completion, which are required to be executed or registered under any statute or otherwise, to enable the Buyer to take possession of the Assets or for the future conduct of the Business; and

ii. any other document or thing reasonably necessary to give full effect to this Agreement as it relates to the Seller.

8.3. At Completion, the Buyer must pay, as directed by the Seller, the Purchase Price.

9. Assumption of Debts and Liabilities

9.1. With the exception of the Encumbrances specified in the Particulars (and only to the extent specified in the Particulars), the Buyer does not assume any debt, liability or obligation of the Seller, whether known or unknown, fixed or contingent.

ADHDBoss.com Sale and Purchase

9.2. Without limiting the generality of this clause, the Buyer has no liability of any kind for, and the Seller must indemnify the Buyer against all Claims and Liabilities that arise from or relate to, the conduct of the Business prior to Completion.

ADHDBoss.com Sale and Purchase

10. Restraint

10.1. In consideration of the Buyer, at the request of the Seller and the Covenantors, agreeing to enter into this Agreement and solely for the protection of the Goodwill, the Seller and the Covenantors jointly and severally undertake to the Buyer that they will not:

(a) for the Restraint Period and within the Restraint Area promote, carry on, assist with, participate in or otherwise be directly or indirectly concerned (financially or otherwise) with or involved in any business or activity which is the same as or substantially similar to, or competes with, the Business or a material part of the Business; and

(a) for the Restraint Period:

- i. solicit, canvass, induce, or encourage any person or entity who is an employee, contractor or agent of the Buyer in the conduct of the Business to leave the employment or agency of the Buyer; or
- ii. solicit, canvas, approach or accept any approach from any person or entity who was during the year prior to Completion a customer of the Business, with a view to establishing a relationship with (including obtaining the custom of) that person or entity for a business which does or may compete with the Business or a material part of the Business, on its or their own account or for or on behalf of any person or entity.

10.2. In consideration of the Buyer, at the request of the Seller and the Covenantors, agreeing to enter into this Agreement and solely for the protection of the Goodwill, the Seller and the Covenantors jointly and severally undertake to the Buyer that the Seller and the Covenantors will not at any time after Completion use a symbol, logo, domain name, trademark or business name substantially identical or deceptively similar to the business names, trademarks or the domain names of the Business.

10.3. The Seller and the Covenantors acknowledge that:

(a) the Business may be adversely affected if, after Completion, the Seller and the Covenantors engage in any activity referred to in clauses 10.1 and 10.2; and

(b) the prohibitions and restrictions contained in clauses 10.1 and 10.2 are reasonable and necessary to protect the Goodwill; and

(c) they have received valuable consideration for agreeing to the covenants in clauses 10.1 and 10.2; and

ADHDBoss.com Sale and Purchase

(d) the only effective, fair and reasonable manner in which the interests of the Buyer can be protected is by the restraints and covenants imposed by clauses 10.1 and 10.2.

ADHDBoss.com Sale and Purchase

11. General

11.1. Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

11.2. Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

12. Variation

12.1. This Agreement may only be varied or replaced by a document duly executed by the parties.

13. Entire Agreement

13.1. This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

14. Governing Law

14.1. This Agreement is governed by and is to be construed in accordance with the laws of Texas. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Texas and waives any right to object to proceedings being brought in those courts.

ADHDBoss.com Sale and Purchase

Particulars

Business description: ADHDBoss.com is a website property that uses a combination of written content and web-based software technologies to help people with ADHD live a more enjoyable life.

Business name: ADHD Boss

Seller: Stefan Taylor

Seller's address: 2300 Olympia Dr. Unit 27176, Flower Mound, TX 75027

Buyer: Mark Marino

Buyer's address: 8 Champions Mark, San Antonio, Texas 78258

Purchase price: \$3500

Assistance period: 120 days after Completion Date

Restraint period: 5 years after Completion Date

Intellectual Property rights: All assets associated with ADHDBoss.com, including but not limited to ADHDBoss.com website domain and all website content, social media profiles, email subscribers, advertising accounts, trademarks, and all software and existing assets associated with the brand

Excluded assets: None

ADHDBoss.com Sale and Purchase

Execution

Signed by the Seller

Name: Stefan Taylor

Title: Entrepreneur / Founder of ADHDBoss.com

Stefan Taylor

12 / 30 / 2019

Signed by the Buyer

Name: Mark Marino

Mark Marino

12 / 30 / 2019

Signature Certificate

Document Ref.: MHHAJ-VUTY2-TJIJW-RAIGQ

Document signed by:

	<p>Mark Marino E-mail: m2marino@gmail.com Signed via link</p>	 
	<p>Stefan Taylor Verified E-mail: stef@onlineheaven.com</p>	 

Document completed by all parties on:

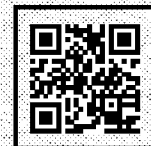
30 Dec 2019 21:51:06 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



TRADEMARK