

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610063

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900580061		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geneva Watch Group, Inc.		03/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Artinian LLC		
Street Address:	19 North Broadway		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3489779	GAME TIME	
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:	9149499550		
Email:	nsiesel@trademarklawesq.com		
Correspondent Name:	Law Offices of Nikki Siesel PLLC		
Address Line 1:	777 Westchester Avenue		
Address Line 2:	Suite 101		
Address Line 4:	White Plains, NEW YORK 10604		
ATTORNEY DOCKET NUMBER:	00267		
NAME OF SUBMITTER:	Nikki Siesel		
SIGNATURE:	/Nikki Siesel/		
DATE SIGNED:	11/20/2020		
Total Attachments: 24			
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ASSET PURCHASE AND SALE AGREEMENT

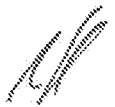
BY AND BETWEEN

ARTINIAN LLC

AND

GENEVA WATCH GROUP, INC.

AS OF OCTOBER 31, 2017



ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of this 31st day of October, 2017, by and between Artinian LLC, a New York limited liability company ("Buyer"), and Geneva watch group, Inc., a Delaware corporation ("Seller").

BACKGROUND

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets of Seller's Game Time Business (the "Business").

Defined terms used in this Agreement have the meanings ascribed to them by definition in Section 14.1.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. SALE AND PURCHASE OF ASSETS; ASSUMPTION OF CERTAIN LIABILITIES

1.1. Agreement to Sell and Purchase.

Subject to the terms and conditions hereof and in reliance upon the representations, warranties, covenants and agreements contained herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to and cause the same to be vested in Buyer, free and clear of all Liens and Liabilities (unless otherwise agreed to in writing by Buyer) other than Permitted Liens and Assumed Liabilities, and Buyer shall purchase from Seller, the Purchased Assets.

1.2. Purchased Assets.

For purposes of this Agreement, "Purchased Assets" means all of the right, title, benefit and interest of Seller in the Business as the same exist as of the Closing Date.

The following asset shall be specifically mentioned as Game Time assets:

All Game Time classified inventory

Two watch dial printers incl. auxiliary material

The Game Time Trademark Registration No. 3489779

The right to the Domain: www.Gametimeshop.com and the SSL certificate.

1.3. Excluded Assets.

Notwithstanding Section 1.2 or anything to the contrary in this Agreement, the following assets of Seller, whether or not related to the Business (collectively, the "Excluded Assets"), shall be excluded from the definition of Purchased Assets and retained by Seller:

(a) all Accounts Receivable due or to become due related to sales that occur on or before the Closing;

(b) current leases to real property where the Seller is the tenant/lessee;

(c) all loans to any entity affiliated with Seller, or any employee, officer or owner of Seller;

(d) all refunds and rights to refunds of any Taxes for all periods ending on or prior to the Closing Date and all Tax Returns with respect to such periods, and any governmental grants and any associated liabilities;

(e) the articles of organization, operating agreement and other organizational documents of Seller, as amended to date;

(f) all Contracts that are not Assumed Contracts;

(g) all Employee Benefit Plans and all assets held thereunder;

(h) all rights of Seller under this Agreement or any related agreements; and

(i) any assets not specifically listed in the definition of Business in Section 14.1.

2. CLOSING; DELIVERIES; DEPOSIT; RECONCILIATION AMOUNT

2.1. Closing.

The consummation of the transactions contemplated herein (the "Closing") shall take place at the offices of the seller 1407 Broadway Suite 400, New York, NY 10018.

2.2. Deliveries at the Closing.

At the Closing, (i) Seller will deliver to Buyer the various certificates, instruments, and documents referred to in Section 11.1, (ii) Buyer will deliver to Seller the various certificates, instruments, and documents referred to in Section 11.2, (iii) Buyer will deliver to Seller the consideration specified in Section 3.1 as due at Closing, and (iv) each party shall fulfill such other obligations as are imposed upon it under this Agreement or the Other Documents that are to be fulfilled on or prior to the Closing.

2.3. Deposit: stock owned by seller

Buyer and Seller agree that seller will withhold 60% of the commission earned by buyer from November 2017 through March 2018. If the buyer sells more than 50% of the below budget in a given month, seller will pay buyer 50% of earned commission. This ratio shall be applied to the stock owned and sold by the seller.

Line	Oct	Nov	Dec	Jan	Feb	Mar	Total (Oct-March)
Sales Budget	280,000	600,000	900,000	135,000	150,000	125,000	

2.4. Deposit: stock owned by buyer

Buyer has its own collection, so called Artinian collection. Such stock belongs to buyer already and is considered consignment stock. (Owned by buyer, but held at seller facility). On the Artinian collection sold, seller will withhold 10% logistic fee plus 20% royalty for NFL product (In total 30% for NFL and 10% all other leagues).

2.5. Settlement at closing:

If Seller holds from buyer's commission in excess of amount due on March 31st for the purchase of seller's inventory, seller will cut a check for the difference to the buyer at closing.

2.6. Commission for unpaid receivables

Buyer receives commission bases on sales, however commission is only earned on collected account receivables. Commission is therefore pre-paid, but not earned until the accounts receivable has been collected. Seller will withhold 50% of the commission amount due on unpaid accounts receivable at closing. Buyer will not be paid the commission or royalty on any unpaid accounts receivable which are still open 90 days after closing. Seller will pay the balance amount of earned commission latest 90 days after closing or earlier if all accounts receivable have been collected.

3. PURCHASE PRICE

3.1. Purchase Price.

For and in consideration of the conveyances and assignments described herein, Buyer agrees to pay to Seller, and Seller agrees to accept from Buyer, an aggregate cash purchase price equal to the book value of the unsold Game Time designated inventory on hand at the Closing. Buyer shall pay the Purchase Price as follows:

(c) The balance of the Purchase Price (for all assets other than Seller's inventory) shall be paid at the Closing; and

The Seller shall retain a security interest in the Inventory until the purchase price for the Inventory has been paid in full to Seller. The Buyer shall pay Seller 100% of Seller's total cost of the Inventory. The cost of the Inventory shall be defined as standard cost as per the accounting records of the seller, which is including but not limited to, acquisition cost, freight, insurance, duty and delivery, and Seller's overhead for watch assembly. The Buyer shall remove the Inventory from Seller's premises within ten (10) days after the Closing. If the Buyer has not removed the Inventory from Seller's premises within ten (10) days of the Closing, the Seller may dispose of inventory at Buyer's cost.

The Purchase Price is calculated on the book value of the Game Time stock.

3.2. Purchase Price Allocation.

The Purchase Price shall be allocated among the Purchased Assets pursuant to the allocation schedule set forth on Schedule 3.2, which Schedule shall be mutually agreed between Buyer and Seller. Each of Buyer and Seller agrees to file Form 8594 as required by Section 1060 of the Code, and all federal, state, local and foreign Tax Returns, in accordance with such agreed allocation. Each of Buyer and Seller shall report the transactions contemplated by this Agreement for federal Tax and all other Tax purposes in a manner consistent with the allocation determined pursuant to this Section 3.2. Each of Buyer and Seller agrees to provide the other promptly with any information required to complete the Form 8594. Buyer and Seller shall notify and provide the other with reasonable assistance in the event of an examination, audit or other proceeding regarding any allocation of the Purchase Price determined pursuant to this Section 3.2. Buyer and Seller shall not take any position in any Tax Return, Tax proceeding or audit that is inconsistent with such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as may be set forth on the Schedule attached to this Agreement that corresponds to the applicable following representations and warranties, Seller represents and warrants to Buyer, on the date hereof and on the Closing Date, as follows:

4.1. Organization and Qualification.

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in New York. Seller has all necessary power and authority to own its properties and to carry on its business as it is now being conducted and to enter into and perform its obligations under this Agreement, the Other Documents to which it is a party and the transactions contemplated hereby and thereby.

4.2. Authority; Non-Contravention.

The execution, delivery and performance by Seller of this Agreement and the Other Documents and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes, and upon execution and delivery of each of the Other Documents, such Other Documents will constitute, the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws

4

affecting the enforcement of creditors' rights generally and subject to general principles of equity. Neither the execution and delivery by the Seller of this Agreement and the Other Documents nor the consummation or the performance by the Seller of any of the transactions contemplated hereby or thereby, will contravene, conflict with or result in the violation by Seller under any provisions of or result in acceleration, termination, cancellation or modification of, or constitute a default under (i) the certificate of incorporation or bylaws of the Seller or (ii) any Applicable Law. Neither the execution nor delivery by Seller of this Agreement or any Other Document will result in the creation or imposition of a Lien or encumbrance of any nature whatsoever upon the Purchased Assets.

4.3. Litigation; Disputes.

Other than the litigation described on Schedule 4.3 hereto (the "Pending Litigation"), there is no action, claim, demand, suit, proceeding, arbitration, or investigation pending or threatened against Seller relating to or affecting the Purchased Assets, the Business, Seller's right to sell the Purchased Assets or relating to the transactions contemplated by this Agreement. The Business of Seller is not operating under, subject to or in default with respect to any order, award, writ, injunction, decree or judgment of any Governmental Authority.

4.4. Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

4.5 Title to Purchased Assets.

Seller is, and will be, the sole owner of the Purchased Assets, owning all right, title and interest therein, and has not sold, assigned, transferred, pledged, subordinated or otherwise disposed of any such right, title or interest, and will not do so; and Seller has good and marketable title to all of the Purchased Assets. None of the Purchased Assets, or the use thereof:

- (a) will be subject to any Lien at the Closing, except the Permitted Liens; or
- (b) is subject to any agreement or arrangement between Seller and any third person, which has a material effect upon Seller's title to and other rights respecting the Purchased Assets.

5. REPRESENTATIONS AND WARRANTIES OF BUYER

Except as may be set forth on the Schedule attached to this Agreement that corresponds to the applicable following representations and warranties, Buyer hereby represents and warrants to Seller, on the date hereof and on the Closing Date, as follows:

5.1. Organization.

Buyer is a limited liability company duly organized, validly existing and in good standing under the law of the State New York. Buyer has all necessary power, authority, and

capacity to own its property, to carry on its business, and to enter into and perform its obligations under this Agreement and the Other Documents to which it is a party and to carry out the transactions contemplated hereby and thereby.

5.2. Authority.

The execution, delivery and performance by Buyer of this Agreement and the Other Documents to which it is a party and the consummation by Buyer of the transactions contemplated hereby or thereby have been duly authorized by all requisite action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes, and upon execution and delivery by Buyer of each of the Other Documents to which it is a party, such Other Documents will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity.

5.3. No Conflict.

Neither the execution or delivery by Buyer of this Agreement or the Other Documents to which it is a party, nor the consummation of the transactions contemplated hereby or thereby will (a) conflict with or result in a breach of any of the provisions of, or constitute a default under, the Articles of Organization or Operating Agreement of Buyer, as amended to date, (b) result in a breach of any of the provisions of, or constitute a default under any contract to which Buyer is bound, or (c) result in a violation of any Applicable Law to which Buyer or its property is subject.

5.4. Consents.

No consent, approval or authorization of, or declaration or filing with, any Governmental Authority is required in connection with the execution, delivery or performance by Buyer of this Agreement or the Other Documents. No approval, consent or authorization of any lender or lessor is required in order for Buyer to consummate the transactions contemplated hereby or thereby.

5.5. Litigation.

There is no action, claim, demand, suit, proceeding, arbitration, grievance, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, pending or, to the knowledge of Buyer, threatened against or relating to Buyer which seeks to enjoin or rescind the transactions contemplated by this Agreement or otherwise prevent Buyer from complying with the terms and provisions of this Agreement.

6. CONDUCT OF BUSINESS PENDING CLOSING

Except as otherwise expressly contemplated by this Agreement, during the period from the date hereof through the Closing Date, Seller shall (a) conduct the operations of the Business of Seller in the ordinary and usual course, consistent with the past conduct of the Business by Seller, and use commercially reasonable efforts to keep the tangible assets

included in the Purchased Assets in substantially the same condition, reasonable wear and tear excepted, (b) maintain in full force and effect all existing casualty, liability and other insurance with respect to the Purchased Assets and the Business through the Closing Date in amounts not less than those in effect on the date hereof, except for changes in such insurance that are made in the ordinary course of business consistent with past practice, (c) not sell, assign, transfer, mortgage, lease or dispose of or encumber any of the Purchased Assets, except for the sale of inventory in the ordinary course of business consistent with past practice, (d) not enter into any commitment or transaction relating to the Business not in the ordinary course of business, (e) not acquire or agree to acquire by merging or consolidating the Business with or by purchasing any assets, equity or securities of or by any other manner, any Person, (f) not take any action or engage in any transaction which will cause any representation or warranty of Seller herein to be untrue as of the Closing Date, (g) not permit any Lien or encumbrance to attach to the Purchased Assets, (h) not make any changes in its accounting methods relating to the Purchased Assets or the Business except as required by law, rule or regulation or generally accepted accounting principles, (i) maintain all licenses or permits material to the operation of the Business, (j) not admit any new members or managers, grant any options to acquire any interests in Buyer or amend its operating agreement, (k) not incur any indebtedness other than in the ordinary course of business, or (l) not propose or enter into an agreement with any Person, other than Buyer, providing for the possible acquisition of another entity.

Seller may continue selling its Inventory during the period from the signing of this Agreement through the Closing. Buyer is not authorized to make any representations or warranties regarding the Inventory, set prices or change Seller's standard terms and conditions without Seller's prior written approval.

7. ADDITIONAL COVENANTS AND AGREEMENTS

7.1. Access by Buyer and Confidential Information.

(a) Seller shall afford to Buyer and its representatives, including, without limitation, its attorneys, accountants, investment bankers or other advisors ("Buyer's Representatives"), access during normal business hours and subject to Seller's normal health and safety requirements beginning on the date hereof to the books, records, offices, contracts, officers, employees, consultants and contractors relating to the Purchased Assets or the Business and to such other information relating to the Purchased Assets or the Business as Buyer or Buyer's Representatives shall reasonably request.

(b) The parties agree to keep this Agreement, and the proposed transaction agreements (including drafts of such agreements) strictly secret and confidential until such time as they mutually agree that a public announcement shall be made, provided that if in the written opinion of counsel for either of the parties, public disclosure is required under the federal securities laws or other laws or court orders, then the consent of the other party shall not be required. In all events, the parties shall consult with each other and use all reasonable efforts to agree on the content and manner of any disclosure permitted or required under this section.

7.2. Post-Closing Access.

For a period commencing on the Closing Date and ending on the date on which the applicable statute of limitations expires, Buyer and Seller shall provide each other and their respective professional advisors with reasonable access to their records reasonably necessary to enable Seller or Buyer and their respective Affiliates, as the case may be, to prepare financial statements, file any Tax Return, respond to any audit request, comply with any Applicable Law or for any other reasonable business purpose, including the continuity of the Business. Each party will reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 7.2. This Section 7.2 will not require either party to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations.

7.3. Consents; Satisfaction of Closing Conditions.

Seller shall use its best efforts to obtain, at Seller's expense, with the cooperation of Buyer, prior to Closing, all consents, waivers and other approvals which shall be required in order to effectuate the transactions contemplated hereby. Seller and Buyer shall use all reasonable efforts promptly to satisfy the conditions to the Closing specified in this Agreement. Seller and Buyer shall furnish to each other and to each other's counsel all such information as may be reasonably required in order to effectuate the foregoing actions. Seller shall be responsible for all obligations, including financial obligations, under its debts, loans, leases, licenses and other agreements, even if Buyer assumes such agreements or liabilities, to the extent such obligations relate to events that occurred prior to the Closing and originally were due prior to Closing. Buyer shall be obligated and responsible to pay all obligations that accrue regarding the Assumed Liabilities, including but not limited to, royalty agreements from and after the Closing.

7.4. Warranties, Repairs and Returns.

Buyer shall assume and be responsible for all warranties and repairs from and after the Closing. Notwithstanding the foregoing, buyer shall also be responsible for returns of products sold prior to the Closing by seller. Seller guarantees that all finished watches sold to buyer at closing are in working condition. Watch parts and items with 0 to 0.05 USD book value are not considered in working condition. Should the % of finished and functional watches with quality issues be above the standard which is up to 3%, seller will compensate buyer with the book value per watch or repair the watches within 30 days. Seller can choose at the time whether to repair the watches or reimburse buyer for quality issues. Buyer has 30 days after closing to inform final numbers of quality issues and must provide the watches for repair and give access for inspection and or on site repair.

7.5. Transfer Taxes.

Except for applicable sales and use Taxes imposed on Buyer, Seller shall pay all Taxes levied or arising in connection with the transfer of the Purchased Assets pursuant to this Agreement and the Other Documents, including any applicable transfer Taxes, deed stamp and recording fees or other Taxes, whether local, state or federal.



7.6 Supplemental Information to Be Provided by Seller.

From time to time after the date hereof until the Closing Date, Seller shall promptly disclose in writing to Buyer the entering into of any new Contract, in which case Buyer shall have five (5) business days from the date it receives notice of such new Contract to designate such Contract as an Assumed Contract, and if so designated, such new Contract shall be deemed to have been set forth on Schedule 1.5 as of the date hereof.

7.7 Notice to Customers, Name Change and Referrals to Buyer.

As soon as reasonably practicable after Closing, Seller shall notify all current Business customers of the change of ownership of the Business in form and substance as mutually agreed to by Buyer and Seller. Additionally, Seller agrees that for a period of two (2) months after the Closing, it will refer all communications regarding the Business to Buyer.

8. MUTUAL CONDITIONS PRECEDENT TO OBLIGATIONS TO CLOSE

Unless waived in writing signed by Seller and Buyer, the obligations of the parties hereto to consummate the transactions contemplated by this Agreement shall be subject to the absence on or before the Closing Date of any order, injunction, judgment or decree by any Governmental Authority that enjoins, restrains or prohibits, or seeks to effect the injunction, restraint of, or prohibition of, the consummation of the transactions contemplated by this Agreement.

9. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless otherwise waived in writing by Buyer:

9.1. Representations and Warranties.

The representations and warranties of Seller contained herein or in any document delivered pursuant hereto on or before the Closing Date shall be true and correct as of the date hereof and on and as of the Closing Date in all material respects.

9.2. Performance.

Seller shall have duly performed or complied in all material respects with all of the covenants, acts and obligations to be performed or complied with by Seller hereunder at or prior to the Closing, including without limitation, the preparation and delivery of Schedules and Exhibits in form and substance satisfactory to Buyer which are not delivered to Buyer on the date hereof.

9.3. Seller's Closing Documents.

Seller shall have delivered all documents required to be delivered by Seller at the Closing, including without limitation, those described in Section 11.1.

9.4. Adverse Proceedings.

No suit, action, claim or governmental proceeding shall be pending or threatened against, and no order or judgment of any court or other governmental authority shall have been rendered against the parties or any party hereto which would render it unlawful, as of the Closing Date, to affect the transactions contemplated by this Agreement in accordance with its terms or otherwise have a material adverse effect on the economics of the transaction contemplated hereby or on Buyer's ownership, use or operation of the Business.

9.5. Certificate of Officer.

Buyer shall have received a certificate executed on behalf of the Seller by an authorized officer certifying that all conditions set forth in Sections 9.1 has been satisfied as of the Closing Date.

10. CONDITIONS TO SELLER'S OBLIGATIONS TO CLOSE

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless otherwise waived in writing by Seller:

10.1. Representations and Warranties.

The representations and warranties of Buyer contained herein or in any document delivered pursuant hereto on or before the Closing Date shall be true and correct as of the date hereof and on and as of the Closing Date in all material respects. Seller shall pay all of its attorneys' fees in connection with the transactions contemplated by this Agreement.

10.2. Performance.

Buyer shall have performed or complied in all material respects with all covenants, acts and obligations to be performed or complied with by Buyer hereunder at or prior to the Closing.

10.3. Buyer's Closing Documents.

Buyer shall have delivered all documents required to be delivered by it at the Closing, including without limitation, those described in Section 11.2.

11. DELIVERIES

11.1. Deliveries of Seller.

At the Closing, Seller shall deliver to Buyer the following:

- (a) a copy of the resolutions duly adopted by Seller authorizing or ratifying this Agreement and authorizing the consummation by Seller of the transactions contemplated hereby and by the Other Documents;

(b) a certificate executed by the Seller, dated the Closing Date, certifying that: (i) the representations and warranties of Seller contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith are true and correct on and as of the Closing Date as if made again on and as of such date and (ii) all covenants, acts and obligations to be performed or complied with by Seller hereunder at or prior to the Closing have been duly performed and complied with by Seller;

(c) an executed Bill of Sale, dated as of the Closing Date;

(d) an executed Assignment and Assumption, dated as of the Closing Date;

(e) executed Trademark, Copyright and Patent assignments dated as of the Closing Date;

(f) such other certificates, instruments or documents as Buyer may reasonably request in order to effect and document the transactions contemplated hereby and all such other general instruments of transfer, assignment and conveyance, evidences of consent, waiver or other approval, and other instruments or documents in form and substance reasonably satisfactory to Buyer, as shall be necessary to evidence or perfect the sale, assignment, transfer and conveyance of the Purchased Assets to Buyer and the assumption of the Assumed Liabilities by Buyer in accordance with the terms and conditions of this Agreement.

11.2. Deliveries of Buyer.

At the Closing, Buyer shall deliver to Seller the following:

(a) a certified copy of the resolutions duly adopted by the Managing Member of Buyer authorizing or ratifying this Agreement and authorizing the consummation by Buyer of the transactions contemplated hereby and by the Other Documents;

(b) a certificate executed by the Managing Member of Buyer, dated the Closing Date, certifying that: (i) the representations and warranties of Buyer contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith are true and correct on and as of the Closing Date as if made again on and as of such date and (ii) all covenants, acts and obligations to be performed or complied with by Buyer hereunder at or prior to the Closing have been duly performed and complied with by Buyer;

(c) a certificate of the Secretary of State of New York as to the existence and good standing of Buyer;

(d) an executed Assignment and Assumption, dated as of the

Closing Date; and

(e) such other certificates, instruments or documents as Seller may reasonably request in order to effect and document the transactions contemplated hereby and all such other general instruments of transfer, assignment and conveyance, evidences of consent, waiver or other approval, and other instruments or documents in form and substance reasonably satisfactory to Seller, as shall be necessary to evidence or perfect the sale, assignment, transfer and conveyance of the Purchased Assets to Buyer and the assumption of the Assumed Liabilities by Buyer, in accordance with the terms and conditions of this Agreement.

12. TERMINATION

12.1. Termination.

Subject to the provisions of Section 12.2, this Agreement may be terminated at any time before the Closing under any one or more of the following circumstances:

(a) by mutual consent of Seller and Buyer; or

(b) by Seller, if the Closing has not occurred on or before the Closing Date, by reason of the failure of Buyer to satisfy any condition precedent under Article 10, or if Buyer fails to perform any material covenant or agreement in any material respect in this Agreement and does not cure such failure within 10 days of written notice from Seller; or

12.2. Effect of Termination.

In the event of a termination pursuant to Section 12.1(e) or the result of a breach or default of Buyer under this Agreement, Seller shall keep the Deposit as liquidated damages and the parties shall be relieved of all further liability and obligations under this Agreement, except as set forth in this Section 12.2. In all other events of termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability or obligation hereunder on the part of Seller or Buyer, except as set forth in this Section 12.2. The following shall survive the termination hereof: (a) Buyer's or Seller's liability resulting from its willful breach of any representation, warranty, covenant or agreement in this Agreement, and (b) the agreements with respect to confidentiality contained in Section 7.1.

13. SURVIVAL; INDEMNIFICATION

13.1. Survival of Representation and Warranties.

The representations and warranties of each of the Seller and the Buyer contained in this Agreement shall survive the Closing.

13.2. Indemnification of the Buyer

The Seller agrees to indemnify, defend and hold harmless the Buyer from and against any and all losses which, directly or indirectly, arise out of, result from or relate to any¹²

inaccuracy in or any breach of any representation or warranty, or any breach of any covenant or agreement of the Seller contained in this Agreement.

13.3. Indemnification of the Seller

The Buyer agrees to indemnify, defend and hold harmless the Seller from and against any and all losses which, directly or indirectly, arise out of, result from or relate to any inaccuracy in or any breach of any representation or warranty, or any breach of any covenant or agreement of the Buyer contained in this Agreement.

14. MISCELLANEOUS

14.1. Certain Definitions.

As used herein, the following terms have the meanings set forth below:

“**Accounts Receivable**” means all Seller’s trade accounts receivable arising in respect of the Business exclusively from customers of Seller, billed and unbilled, that have accrued as of the Closing Date.

“**Affiliate**” means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. “**Control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

“**Applicable Law**” means all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Authority, (ii) Governmental Approvals and (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority.

“**Assignment and Assumption**” means the instrument of assignment and assumption, substantially in the form attached hereto as Exhibit A.

“**Assumed Contracts**” has the meaning given to it in Section 1.5.

“**Assumed Liabilities**” has the meaning given to it in Section 1.4.

“**Bill of Sale**” means the bill of sale substantially in the form attached hereto as Exhibit B.

“**Business**” means the following assets in the Seller’s Game Time business:

(a) the tangible property of Seller that is listed on Schedule 14.1(a);

(b) Seller’s interests in those Contracts that are listed on

Schedule 1.5 (the "Assumed Contracts"), as modified in accordance with Section 7.6 hereof;

(c) all of Seller's inventory used for the Business as of the Closing Date identified on Schedule 14.1(b) (the "Inventory");

(d) Seller's lists, data and information pertaining to customers and suppliers of Seller, trade correspondence, data storage tapes, documents relating to invoices and all shipping records, in each case, that are used in the Business and that relate to the Purchased Assets;

(e) All intellectual property, wherever located, used by Seller in its Game Time business, the patents, computer software (to the extent transferable) and licenses to computer software and intellectual property all that are listed on Schedule 14.1(c), including Seller's right, title and interest in and to own or patents, trademarks and copyrights owned or licensed by Seller and the name "Game Time" and all related trade names, trademarks, identifying logos or service marks, and the goodwill associated therewith, logos and all registrations and applications therefore, URLs and Internet domain addresses (including, without limitation, www.gametimeshop.com), and all web sites, including, without limitation, all forms, images, photographs, graphics and graphic user interfaces, artwork, animation, video, audio, sound recordings, databases, scripts, names, likenesses, testimonials and all other text and content in whatever media that is viewable on or otherwise accessed through the web sites), and email addresses, telephone numbers, and all of the registered and unregistered trade names, trademarks and service marks (and all derivative names and marks) used, intended to be used or that have been used primarily in connection with the Business, including common law rights and all registrations and applications, service names, logos, and similar rights and applications to register any of the foregoing, and all goodwill associated therewith throughout the world (collectively, the "Game Time Marks" or the "Intellectual Property Rights"), that are listed in Schedule 14.1(c);

(f) Prepayments for all Assumed Contracts which Prepayments are set forth on Schedule 1.5, which Schedule shall be prepared by Seller and delivered to Buyer on or prior to the Closing Date;

(g) licenses, permits and approvals owned by or granted to Seller and required to operate the Business as listed in Schedule 14.1(d) (the licenses shall be assigned to Buyer);

(h) all third party warranties and guaranties with respect to any of the Purchased Assets;

(i) the right to receive insurance proceeds relating to the damage, destruction or impairment of any of Business Asset.

"Buyer's Representatives" has the meaning given to it in Section 7.1(a).

"Closing" has the meaning given to it in Section 2.1.

"Closing Date" has the meaning given to it in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended, and all laws and regulations promulgated pursuant thereto or in connection therewith.

"Contracts" means all agreements, contracts, leases, commitments, purchase orders, understandings and other instruments and arrangements by which any of the Purchased Assets are bound or to which Seller is a party or by which Seller is bound exclusively in connection with the Business or the Purchased Assets.

"Customer Prepayments" means all deposits from customers of Seller and all progress payments, prepayments, advances, milestone payments and the like received from customers of Seller in connection with any Assumed Contracts for services to be rendered to such customers after the Closing Date.

"Excluded Assets" has the meaning given to it in Section 1.3.

"Governmental Approvals" means permits, approvals, orders, authorizations, consents, exemptions of, or filings or registrations with, any Governmental Authority in any jurisdiction, which have been issued or granted to or are owned or used by Seller in connection with the Business and all pending applications therefor.

"Governmental Authority" means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"Liabilities" means all liabilities and obligations, secured or unsecured, known or unknown, whether absolute, accrued, contingent or otherwise, and whether or not due.

"Lien" means any mortgage, pledge, hypothecation, right of others, claim, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, lien, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including but not limited to such as may arise under any Contracts.

"Other Documents" means the Bill of Sale and the Assignment and Assumption and any other document or instrument executed in connection with the transactions contemplated hereby or thereby.

"Permitted Liens" are listed in Schedule 14.1(e).

"Person" means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or Governmental Authority (or any department, agency or political subdivision thereof), or any other entity.

"Prepayments" means all payments made by or on behalf of or deposits from Seller to its vendors, suppliers, landlords and other providers of goods and services (including without limitation any prepayments by Seller of or deposits by Seller for any Assumed Contracts) prior to the date that the goods or services to which the payments or deposits are attributable are in fact delivered.

"Purchase Price" has the meaning given to it in Section 3.1.

"Purchased Assets" has the meaning given to it in Section 1.2, as modified by Section 1.3.

"Tax Return" means any return, report declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means all federal, state, local and foreign taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax or penalties applicable thereto.

14.2. Buyer not Successor.

It is expressly understood by each of Buyer and Seller that in no respect is Buyer intended to be deemed the successor in interest to Seller under any theory of law or equity.

14.3. Written Agreement to Govern.

This Agreement (together with the Schedules and Exhibits hereto, and the other instruments and documents delivered pursuant hereto) sets forth the entire understanding and supersedes all prior oral and written agreements among the parties relating to the subject matter contained herein, including the letter of intent, and merges all prior discussions among them.

14.4. Severability.

The parties expressly agree that it is not their intention to violate any public policy or Applicable Law. If any provision of this Agreement is judicially or administratively interpreted or construed as being so in violation, such provision shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto.

14.5. Notices and Other Communications.

Any notice or other communication required, contemplated or permitted by this Agreement by any party shall be in writing and shall be deemed served (a) when personally delivered, (b) when transmitted via facsimile machine to the party for whom it is intended at the number shown below, (c) on the next business day after delivery to a reputable overnight courier for next business day delivery, or (d) five (5) business days after deposit in the mail, registered or certified mail, return receipt requested, postage prepaid, addressed, in the case of deliveries made pursuant to clause (c) or (d), as follows:

If to Buyer:

16

	Artinian LLC 1 Neperan Road Tarrytown, New York 10591
With a copy (which shall not constitute notice) to:	
If to Seller, to the attention of:	
	Geneva Watch Group, Inc. 1407 Broadway Suite 400 New York, New York 10018
With a copy (which shall not constitute notice) to:	

or to such other address or addresses as any addressee may designate for itself by written notice served in accordance herewith.

14.6. Counterparts.

This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.

14.7. Law to Govern; Court Jurisdiction.

(a) The validity, construction and enforceability of this agreement shall be governed in all respects by the laws of the State of New York, without regard to its conflict of laws principles.

(b) The parties agree that the New York Courts, County of New York and the United States Federal Courts in the Southern District of New York shall have exclusive jurisdiction over all disputes and other matters relating to (i) the interpretation and enforcement of this Agreement or any other document executed pursuant hereto; (ii) the Purchased Assets and/or Assumed Liabilities and/or Assumed Contracts; and (iii) any other matter in dispute hereunder. The parties expressly consent to and agree not to contest such exclusive jurisdiction. Each party hereto waives its rights to a jury trial.

14.8. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party may assign its rights and obligations hereunder without the prior written consent of the other party hereto.

14.9. Interpretation.

The masculine, feminine or neuter pronouns used herein shall be interpreted without regard to gender, and the use of the singular or plural shall be deemed to include the other whenever the context so requires. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of this Agreement. Unless otherwise expressly stated herein, all references herein to Articles,

Sections and paragraphs are to Articles, Sections and paragraphs in this Agreement and all references herein to Schedules and Exhibits are to Schedules and Exhibits to this Agreement. The phrase "including" means "including, without limiting the generality of the foregoing." The parties have each been represented by counsel in connection with the negotiation of this Agreement. The fact that any provision hereof may have been drafted by counsel for a given party shall not be taken into consideration in interpreting such provision.

14.10. Schedules and Exhibits.

The Schedules and Exhibits referred to herein and attached to this Agreement are incorporated herein by such reference as if fully set forth in the text hereof. The inclusion of information in the Schedules hereto shall not be construed as an admission that such information is material to the Purchased Assets or the Business. Terms used in the Schedules and not specifically defined shall have the same meanings as ascribed to them in this Agreement. An item disclosed in a Schedule which is relevant to another Schedule shall be deemed disclosed in such other Schedule, but only if a person reading such Schedule would reasonably conclude that such item is relevant to the other Schedule.

14.11. Modification.

The parties to this Agreement may, by mutual written consent, which is executed by an authorized officer of each of Buyer and Seller, modify or supplement this Agreement in such manner as may be mutually agreed upon by them in writing.

14.12. Waiver of Provisions.

The terms, covenants, representations, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

14.13. Expenses.

Except as otherwise provided in this Agreement, each party shall bear its own expenses incident to this Agreement and the transactions contemplated hereby, including without limitation, all fees of counsel, accountants and consultants provided that, if any party breaches this Agreement, any non-breaching party shall be entitled to reimbursement from the breaching party of its reasonable attorneys' fees incurred in connection with the enforcement of its rights hereunder (whether or not judicial proceedings are instituted).

14.14. Further Assurances.

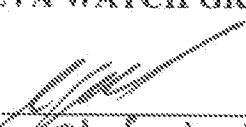
At any time on or after the Closing, the parties hereto shall each perform such acts, execute and deliver such instruments, assignments, endorsements and other documents and do all such other things consistent with the terms of this Agreement as may be reasonably

necessary to accomplish the transactions contemplated in this Agreement or otherwise carry out the purpose of this Agreement and the Other Documents, provided, however, that the foregoing shall not require Seller to expend any funds.

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase and Sale Agreement to be executed on its behalf by its officer thereunto duly authorized, all on or as of the day and year first above written.

SELLER:

GENEVA WATCH GROUP, INC.

By: 
Name: Stefan Krollway
Title: Director

BUYER:

ARTINIAN LLC

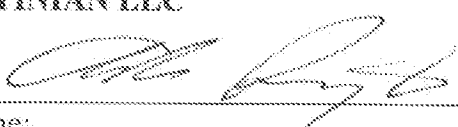
By: 
Name: _____
Title: Managing Member

EXHIBIT A

INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

This Instrument of Assignment and Assumption (the "Assignment and Assumption") is dated as of March 20, 2018, by and among Artimian LLC, a New York limited liability company ("Buyer"), and Geneva Watch Group, Inc., a Delaware corporation ("Seller").

WHEREAS, Seller has, pursuant to an Asset Purchase and Sale Agreement, dated as of October 10, 2017, between Seller and Buyer (the "Asset Purchase Agreement"), agreed to sell, convey, assign, transfer and deliver to Buyer all of Seller's right, title and interest in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement); and

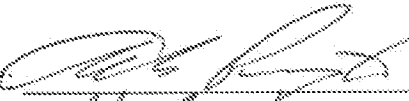
WHEREAS, Buyer has, pursuant to the Asset Purchase Agreement, agreed to assume the Assumed Liabilities (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, the parties hereto agree as follows, intending said agreements to become effective as of the Closing Date, and intending to be legally bound hereby:

1. Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Asset Purchase Agreement.
2. For good and valuable consideration to Seller in hand (receipt of which is hereby acknowledged), pursuant to and in accordance with the terms of the Asset Purchase Agreement, Seller hereby sells, conveys, transfers and delivers over unto Buyer, its successors and assigns, all of the right, title and interest of Seller in, to and under all Assumed Contracts.
3. For good and valuable consideration to Buyer in hand (receipt of which is hereby acknowledged), pursuant to and in accordance with the terms of the Asset Purchase Agreement, Buyer hereby assumes (a) all of the right, title and interest of Seller in, to and under all Assumed Contracts and (b) the Assumed Liabilities.
4. Buyer covenants and agrees to pay, perform, discharge, fulfill and observe the Assumed Liabilities in accordance with their respective terms, as required under Applicable Laws.
5. This Assignment and Assumption and the covenants and agreements set forth herein shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.
6. This Assignment and Assumption shall be governed by the laws of the State of New York (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
7. Buyer and Seller will execute and deliver such instruments, certificates and other documents and take such other actions reasonably as may be required to effect the transfers contemplated by the Asset Purchase Agreement and this Assignment and Assumption.

IN WITNESS WHEREOF, each of the parties hereto has caused this Instrument of Assignment and Assumption to be signed on the date first written above.

ARTINIAN LLC

By: 
Name: Peter Kumpf
Title: Partner

GENEVA WATCH GROUP, INC.

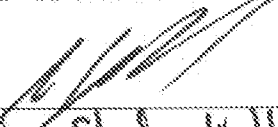
By: 
Name: Stefan Kullwach
Title: Member BoD - CEO

EXHIBIT B


BILL OF SALE

Geneva Watch Group, Inc, a Delaware corporation ("Seller"), for good and valuable consideration to Seller in hand paid (receipt of which is hereby acknowledged), pursuant to the Asset Purchase and Sale Agreement, dated as of October 10, 2017 (the "Asset Purchase Agreement"), between Seller and Artinian LLC, a New York limited liability company ("Buyer"), does hereby sell, convey, assign, transfer and deliver unto Buyer, and its successors and assigns, all of Seller's right, title and interest, as of the Closing Date (as defined in the Asset Purchase Agreement), in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation those listed on Annex A attached hereto.

This Bill of Sale shall not in any manner affect, modify, expand upon or derogate from the representations, warranties, covenants or other agreements expressly set forth in the Asset Purchase Agreement.

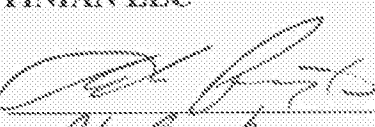
IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the 20th day of March, 2018.

GENEVA WATCH GROUP, INC.

By: 
Name: Stefan Vukobratovic
Title: Member BoD - CFO

ACCEPTED AND AGREED TO:

ARTINIAN LLC

By: 
Name: Adam Perry
Title: President

Stefan Kuhlwein

Subject: IP lawyers for trademark transfer

Hope V. Shovein

Shareholder

BROOKS KUSHMAN, P.C.

1000 Town Center, 22nd Floor | Southfield, MI 48075

Direct: (248) 226-2805 | Main: (248) 358-4400 | Fax: (248) 358-3351

hshovein@brookskushman.com | www.brookskushman.com