

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hookafina, Inc.		04/19/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMS INTERNATIONAL CORP.		
<b>Street Address:</b>	1146 N. CENTRAL AVE		
<b>Internal Address:</b>	#262		
<b>City:</b>	GLENDALE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91202		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4827174	HOOKAFINA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7472331940		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	818-894-1414		
<b>Email:</b>	tmsinternationalcorp@gmail.com		
<b>Correspondent Name:</b>	TMS INTERNATIONAL CORP.		
<b>Address Line 1:</b>	1146 N. CENTRAL AVE		
<b>Address Line 2:</b>	#262		
<b>Address Line 4:</b>	GLENDALE, CALIFORNIA 91202		
<b>NAME OF SUBMITTER:</b>	George Egho		
<b>SIGNATURE:</b>	/George Egho/		
<b>DATE SIGNED:</b>	08/16/2021		
<b>Total Attachments: 24</b>			
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## HOOKAFINA PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into on the date executed below by the parties, by and between Hookafina, Inc., having its principal office of business at 3728 San Fernando Rd., Glendale, California 91204 ("Seller"), on the one hand, and TMS International Corp., having its principal office of business at 1146 North Central Ave., #262, Glendale, California 91202 ("Buyer"), on the other hand. Seller and Buyer are collectively referred to herein as the "Parties" and are sometimes referred to individually as a "Party".

### RECITALS:

WHEREAS, Seller is the owner of the brand name Hookafina, as well as the Hookafina trademark(s), and the website [www.hookafina.com](http://www.hookafina.com) and other assets; products bearing the name Hookafina, formulas, recipes, and other proprietary information (collectively, the "Hookafina");

WHEREAS, Seller desires to sell Hookafina to Buyer, and Buyer desires to purchase the Hookafina from Seller.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits derived and to be derived from this Agreement by each Party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

### A. Subject Matter

#### I. Description of Hookafina

The Business includes the following properties:

The Inventory, which includes the stock in trade and merchandise, raw materials, work in progress and finished goods to be sold and purchased under this Agreement;

All the trade, goodwill, and other intangible assets;

Trademark, international and domestic, book of business, open contracts for fulfillment, proprietary recipe information, manufacturing process, brand name, and the website [www.hookafina.com](http://www.hookafina.com).

1.1 Purchase and Sale of Assets. The Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase and acquire from the Seller at the Closing, subject to and upon the other terms and conditions contained herein, all of Seller's right, title and interest in and to all of

the assets, properties and rights of the Seller which are primarily used, to be used or maintained in connection with the current conduct of the Hookafina business of whatever nature, kind and description, whether tangible or intangible (including goodwill) wherever located (collectively, the "Acquired Assets") free and clear of any Liens and Liabilities. The Acquired Assets shall include:

- a) all of the tangible personal property relating to the Hookafina Business including (i) all machinery, equipment, and tools utilized to conduct the Hookafina business (the "**Equipment**") and (ii) inventories of finished goods, work-in-progress, goods in process, manufactured and purchased parts, supplies and raw materials, in each case owned or identified for use in the Hookafina Business, whether or not located on the Leased Property, or in transit inventory and supplies ordered by the Hookafina Business, but not yet received as of the Closing Date and packaging, marketing and other materials related thereto (the "**Inventories**");
- b) all of Seller's accounts and notes receivable, deferred charges, trade receivables and other rights to receive payments existing as of the Closing Date and arising out of the Hookafina Business (the "**Receivables**");
- c) all Intellectual Property, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against past, current and future infringements thereof and rights to protection therein, in each case relating to or used in the past or current conduct of the Hookafina Business, including without limitation all worldwide rights to the Hookafina names and brands.

## 2. Agreement to Sell

Subject to and in accordance with the terms and conditions of this Agreement, Buyer agrees to purchase all of the properties of Hookafina from Seller, and Seller agrees to sell all of the properties of Hookafina to Buyer. Seller represents and warrants to Buyer that it has (and Buyer will have) good and marketable title to all of the properties listed above, free and clear of all liens and encumbrances. Seller is authorized to sell Hookafina's properties and no one other than seller is a shareholder, owner, lienholder, or member of Hookafina. Seller shall forever forfeit the name Hookafina, as well as what it is selling to Buyer. Notwithstanding any provision in this Agreement or any other writing to the contrary, the Buyer is not assuming any Liability of the Seller of whatever nature, whether presently in existence or arising hereafter.



## B. Purchase Price and Method of Payment

### 1. Consideration

As total consideration for the purchase and sale of Hookafina (including its tangible and intangible assets as described above), the Buyer shall pay to the Seller the sum of \$55,000.00, minus any outstanding debts owed between Buyer's and Seller's agent, and such total consideration to be referred to in this Agreement as the "Purchase Price."

Furthermore, should Hookafina achieve "grandfather" status with the FDA, and in consideration of achieving 'grandfather' status, Buyer shall pay Seller a bonus payment of \$15,000.00 due 15 days after 'grandfather' status is achieved. The cost for obtaining 'grandfather' status will be the responsibility of the Buyer.

Furthermore, buyer agrees to sell Hookafina to seller at the standard distributor price, regardless of quantity purchased by seller.

### 2. Contingencies

This agreement is entirely contingent on the following:

- a. Seller transferring ownership rights of the Hookafina trademark 4,827,174 to Buyer with the United States trademark office as set forth in the assignment (Attachment 1); and,
- b. On Seller transferring the European trademarks #013911276, #3020140073390 & great Britain trademark to Buyer, as set forth in the assignment (Attachment 2); and,
- c. No federal ban on flavored tobacco is initiated or enacted during the contingency process; and,
- d. Seller will assist the Buyer in providing the necessary invoices and other necessary documents and records to obtain the 'grandfather' status. In addition, Seller will assist in providing the flavor list, recipes and manufacturing process of the brand Hookafina.

### 3. Payment Terms

Upon transfer of the above trademarks, buyer will pay seller as follows:

- a. \$20,000.00, less any balances owed to Buyer;
- b. Thereafter, \$5000.00 on the first of each month for 7 months totaling \$35,000.00;
- c. In consideration of Hookafina achieving 'grandfather' status with the FDA, Buyer shall pay Seller a bonus payment of \$15,000.00 due 15 days after 'grandfather' status is achieved.

### 4. Allocation

The Purchase Price shall be allocated for tax purposes as follows:



Asset Purchased      Fair Market Value

## 5. Fair Market Value

Buyer and Seller each acknowledge that the amount of Purchase Price allocated to Hookafina represents the fair market value of what is being sold. Buyer and Seller each agree to report the sale of the business for income tax purposes according to the allocations set forth herein.

## C. Closing

### I. Time and Place of Closing

Closing is the date and time at which parties agree to finalize this transaction. Time is of the essence and in no event shall closing be later than 15 calendar days after designated closing date, unless an extension is agreed upon in writing between the Buyer and the Seller.

At Closing, Seller shall deliver to the Buyer a final, executed Bill of Sale transferring to Buyer all of the assets of Hookafina sold hereunder, free and clear of any and all liens, encumbrances, security interests, debts or taxes of any nature whatsoever. An Affidavit of Title indicating the Seller's authority to sell and transfer the Business and its assets. Finally, the Seller shall execute and deliver an assignment of the assumed name of Hookafina to the Buyer and any other documents necessary to finalize this Agreement.

## D. Representations and Warranties of Seller

Seller makes the following representation and warranties as of the date hereof and as of the date of Closing, except when otherwise indicated.

### I. Authority Relative to this Agreement

Except as otherwise stated herein, the Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it. No further action is necessary by the Seller to make this Agreement valid and binding upon Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby. The execution, delivery, and performance of this Agreement by the Seller will not constitute:

(i) a breach or a violation of the Corporation's Certificate of Incorporation, by-laws, or of any law, agreement, indenture, deed of trust, mortgage, loan agreement or other instrument to which it is a party, or by which it is bound;



(ii) a violation of any order, judgment, or decree to which it is a party or by which its assets or properties is bound or affected; or

(iii) result in the creation of any lien, charge or encumbrance upon its assets or properties except as stated herein.

## 2. Authorization and Enforceability

This Agreement constitutes Seller's legal, valid and binding obligation, enforceable in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and conveyance and other laws for the protection of creditors, as well as to general principles of equity, regardless whether such enforceability is considered in a proceeding in equity.

## 3. Tax Matters

(a) The Seller (i) has filed on a timely basis with the appropriate authorities all Tax Returns relating to the Hookafina Business which are or were filed or required to be filed on or before the date of this Agreement under applicable Legal Requirements, whether on a consolidated, combined, unitary or individual basis, which Tax Returns are true, correct and complete in all material respects, (ii) has paid in full on a timely basis to the appropriate Governmental Authority all Taxes relating to the Hookafina Business required to have been paid by the Seller (regardless of whether shown as due on any Tax Return), (iii) has timely and properly deducted, collected or withheld all Taxes or other amounts required to have been deducted, collected or withheld by the Seller, and (iv) has complied with all reporting and recordkeeping obligations in connection therewith (v) the Seller is not a beneficiary of any extension of time within which to file any Tax Return relating to the Hookafina Business and has not waived any statute of limitations in respect of taxes relating to the Hookafina Business.

(b) (i) No Governmental Authority has asserted any adjustment, deficiency, or assessment that could result in additional Tax relating to the Hookafina Business for which the Seller is or may be liable and there is no pending audit, examination, investigation, dispute, proceeding or claim for which the Seller has received written notice relating to any Tax relating to the Hookafina Business for which the Seller is or may be liable; (ii) no claim has ever been made by an authority in a jurisdiction where the Seller does not file Tax Returns that a Seller is or may be subject to Tax in that jurisdiction, and to the Seller's Knowledge, there is no basis for such a claim to be made.

(c) There are no Liens on any of the assets of the Seller which arose in connection with any failure or asserted failure to pay any Tax.

(d) The Wholesale Business does not include any "advanced payments," as defined in Revenue Procedure 2004-34, for which Buyer shall have to recognize corresponding income after the Closing Date.



(e) The Seller has never been or nor is required to make any disclosure with respect to the Wholesale Business to the IRS pursuant to Section 6111 of the Code or Section 1.6011-4 of the Treasury Regulations promulgated thereunder.

#### **4. Properties**

The Seller has good and merchantable title to all of its properties and assets that constitute "Hookafina" as defined herein. At Closing, such properties and assets will be subject to no mortgage, pledge, lien, conditional sales agreement, security agreement, encumbrance or charge, secured or unsecured, except for those taxes which shall be pro-rated as of the date of Closing. Seller has or will pay all debts incurred by it up to the date of occupancy by Buyer including all employee compensation and utilities.

#### **5. Litigation**

There is no action, suit, proceeding, claim or investigation by any person, entity, or governmental entity pending or, to Seller's knowledge, threatened against it before any governmental entity that impedes or is likely to impede its ability to consummate the transaction.

#### **6. Compliance with Applicable Laws**

None of the Seller's actions in transferring good and merchantable title to those assets and properties set out in herein are prohibited by or have violated or will violate any law in effect on the date of this Agreement or on the date of closing.

#### **7. Documents for Review**

The parties agree and acknowledge that they have had sufficient time and opportunity to present this agreement to their tax and legal professionals and have not been prohibited by the other party from doing so. By signing this agreement all parties indicate their informed consent to all of the terms of this agreement.

### **E. Representations and Warranties by both Buyer and Seller**

Buyer makes the following representations and warranties as of Closing and as of the date hereof.

#### **I. Warrants**

Buyer and Seller hereby represent and warrant that there has been no act or omission by Buyer or Seller which would give rise to any valid claim against any of the parties hereto for a





brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

## **2. Financial Resources**

Buyer shall have as of Closing, sufficient funds with which to pay the Closing Amount and consummate the transaction and, following Closing, Buyer will have sufficient funds to pay any adjustments to the Purchase Price and meet its other payment obligations under this Agreement.

## **3. Payment of Costs and Expenses**

Except as expressly provided to the contrary in this Agreement, each party shall pay all of its own costs and expenses incurred with respect to the negotiation, execution and delivery of this Agreement and the exhibits hereto.

## **4. Litigation**

There is no action, suit, proceeding, claim or investigation by any person, entity, or governmental entity pending or, to Buyer's knowledge, threatened against it before any governmental entity that impedes or is likely to impede its ability to consummate the transaction and to assume the liabilities to be assumed by it under this Agreement.

## **5. Indemnification**

Buyer shall indemnify and hold Seller harmless from any and all liabilities and obligations arising from Buyer's operation of the business after the Closing. Similarly, Seller shall indemnify and hold Buyer harmless from any and all liabilities and obligations arising from Seller's operation of the business prior to the Closing.

## **6. Default**

After execution of this Agreement by the parties, if either party fails to perform its respective obligations, or breaches a warranty or covenant, that would constitute a default. The defaulting party shall cure the default within 10 days of notice by the other party. In the event of a failure to cure such default by either party within the stipulated time, Seller or Buyer shall have the right to cancel this transaction and/or sue for damages in addition to any other relief provided under this Agreement. In a suit for default, the prevailing party shall recover reasonable attorney fees.

## **7. Survival of Representations and Warranties**

Each of the parties to this Agreement covenants and agrees that their respective representations, warranties, covenants, statements, and agreements contained in this Agreement shall survive the Closing Date. Except the exhibits hereto or the documents and papers delivered

by Seller to Buyer in connection with the Agreement herewith, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof.

#### **8. Buyer's Evaluation**

Buyer acknowledges that it is an experienced and knowledgeable investor in Tobacco Products and is aware of the risks.

#### **9. Cooperation**

Both Seller and Buyer agrees to cooperate fully with each other and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the parties, to better evidence and consummate the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

#### **10. Bankruptcy**

There are no bankruptcy, reorganization or arrangement proceedings pending, being contemplated by or to such Buyer's knowledge threatened against such Buyer or any affiliate of such Buyer.

#### **11. Confidentiality**

Both Seller and Buyer shall not divulge, communicate, or use to the detriment of the other or for the benefit of any other person or persons, or misuse in any way, any of Seller's confidential information discovered by or disclosed to Seller or Buyer as a result of the delivery, execution or performance of this Agreement.

#### **12. No Investment Company**

Buyer is not (a) an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940, as amended, or (b) subject in any respect to the provisions of that Act.

### **F. Transactions Prior to Closing**

#### **1. Conduct of Seller's Business until Closing**



Except as Buyer may otherwise consent in writing prior to the Closing Date, Seller will not enter into any transaction, take any action, or fail to take any action which would result in or could reasonably be expected to result in or cause any of the representations and warranties of Seller contained in this Agreement to be void, invalid, or false on the Closing Date.

## **2. Satisfactions**

Seller shall deliver to Buyer on the Closing Date a satisfaction of any encumbrance or lien on the business property, satisfactory in form and substance to the Buyer, indicating that the then outstanding unpaid principal balance of any promissory note secured thereby has been paid in full prior to or simultaneously with the closing.

## **3. Advice of Changes**

Between the date hereof and the Closing Date, Seller will promptly advise Buyer in writing of any fact which, if existing or known at the date hereof, would have been required to be set forth herein or disclosed pursuant to this Agreement.

## **4. Documents**

Seller shall deliver to Buyer at closing such documents which are in Buyer's sole discretion and necessary to fully satisfy the objectives of this Agreement in content and form.

# **G. General Provisions**

## **1. Waivers**

No action taken pursuant to this Agreement including any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

## **2. No Third-Party Beneficiaries**

Except as otherwise provided, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.

## **3. Notices**



All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid to Seller, Buyer, or to such other address as such party shall have specified by notice in writing to the other party.

#### **4. Sections and Other Headings**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.

#### **5. Governing Law; Venue**

This agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of California, City of Los Angeles.

#### **6. Dispute Resolution**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved through negotiation, the parties will resolve the dispute using the Superior Court of Los Angeles County, North East Division or Central Division.

#### **7. Conditions Precedent**

If the obligations and responsibility of either party are not fulfilled by the appropriate dates thereof, then this Agreement shall be deemed null and void and any deposits paid at said time shall be returned to the Buyer forthwith.

#### **8. Time is of the Essence**

Time and timely performance are of the essence in this contract and of the covenants and provisions hereunder.

#### **9. Successors and Assigns**

This Agreement may not be assigned without the prior written consent of the parties hereto. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

#### **10. Contractual Procedures**



Unless specifically disallowed by law, service of process in any litigation that arise hereunder may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

#### **11. Extraordinary Remedies**

To the extent cognizable at law, in the event of breach the parties hereto may obtain injunctive relief in addition to any and all other remedies available thereto regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

#### **12. Entire Agreement**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

#### **13. Severability**

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

#### **14. Amendments**

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.


#### **15. Initials and Exhibits**

This Contract shall not be valid and enforceable unless it is properly executed by Buyer and Seller and their initials affixed to each page of the exhibits attached hereto and made a part hereof.

#### **16. Signatories**


This Agreement shall be executed on behalf of Hookafina, Inc. by George Egbo, its CEO, and on behalf of TMS International Corp. by Vicken Touzjian, its CEO.

SELLER:

By:   
\_\_\_\_\_  
Hookafina, Inc.  
George Egho, its CEO

Date: 4-19-21

BUYER:

By:   
\_\_\_\_\_  
TMS International Corp.  
By Vicken Touzjian, its CEO

Date: 4-19-21

See Attached Notary Public  
Certificate

# CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

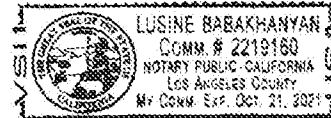
COUNTY OF Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 19 day of April, 2021  
Date Month Year

by \_\_\_\_\_ George Egho, \_\_\_\_\_  
\_\_\_\_\_ Vicken Touzjian \_\_\_\_\_  
Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_  
*Signature of Notary Public*



*Seal*  
Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: Hookafina Purchase Agreement

Document Date: 04/19/2021

Number of Pages: 12

Signer(s) Other Than Named Above: \_\_\_\_\_

# EXHIBIT A

ST RW



## Documents for Review

Previous trademark transfer agreements from LA Trendz, Inc and N2G2, LLC

Financial and Operating Statement(s)

Sales Tax Return(s)

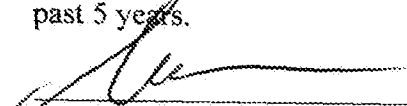
Income Tax Return(s)

Accounts Payable/Receivables Ledger

Formula and Manufacturing Process

Customer List

For all documents named above the Seller shall provide full and complete records covering the past 5 years.

  
\_\_\_\_\_  
Hookafina, Inc. CEO

  
\_\_\_\_\_  
TMS International Corp. CEO

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# EP

# EXHIBIT B



**ASSIGNMENT OF UNITED STATES TRADEMARK REGISTRATION**

**WHEREAS** HOOKAFINA, Inc. ("Assignor") a California Corporation with an address of 1200 S. Brand Blvd. #117, Glendale, California 91204 has adopted, used and is using the mark in the attached Exhibit 1 which has been filed and registered for with the California Secretary of State;

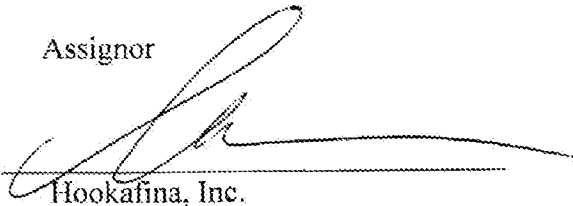
**WHEREAS**, TMS International Corp., ("Assignee") a California Corporation with an address of 1146 North Central Ave., #262, Glendale, California 91202 is desirous of acquiring said marks and the registrations thereof;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby assign to Assignee all right, title and interest in and to the said marks, together with the good will of the business symbolized by the mark.

Assignor

Date: 8-13-2021

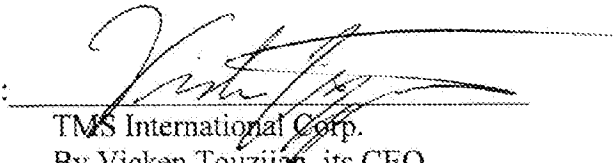
By:

  
Hookafina, Inc.  
George Egho, its CEO

Assignee

Date: 8-13-2021

By:

  
TMS International Corp.  
By Vicken Touzjian, its CEO

See Attached Notary Public  
Certificate

# CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 13 day of August, 2021  
Date Month Year

by \_\_\_\_\_ George Egho, \_\_\_\_\_  
\_\_\_\_\_ Vicken Touzjian \_\_\_\_\_  
Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_  
*Signature of Notary Public*



*Seal*  
Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Assignment of United States trademark Registration

Document Date: 08/13/2021

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Exhibit B-1

Trademark Name

HOOKAFINA

Registration No.

4,827,174



**ASSIGNMENT OF INTERNATIONAL TRADEMARK REGISTRATION**

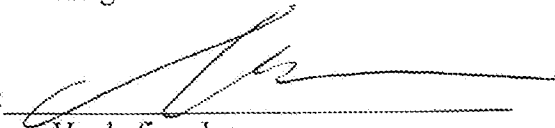
**WHEREAS** HOOKAFINA, Inc. ("Assignor") a California Corporation with an address of 1200 S. Brand Blvd. #117, Glendale, California 91204 has adopted, used and is using the mark in the attached Exhibit 1 which has been filed and registered for with the California Secretary of State;

**WHEREAS**, TMS International Corp., ("Assignee") a California Corporation with an address of 1146 North Central Ave., #262, Glendale, California 91202 is desirous of acquiring said marks and the registrations thereof;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby assign to Assignee all right, title and interest in and to the said marks, together with the good will of the business symbolized by the mark.


Assignor

Date: 8-13-2021

By:   
\_\_\_\_\_  
Hookafina, Inc.  
George Egho, its CEO

Assignee

Date: 8-13-2021

By:   
\_\_\_\_\_  
TMS International Corp.  
By Vicken Touzjian, its CEO

See Attached Notary Public  
Certificate

# CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 13 day of August, 2021  
Date Month Year

by George Egho,  
Vicken Touzjian  
Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Handwritten Signature]  
Signature of Notary Public



*Seal*  
Place Notary Seal Above

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**  
Title or Type of Document: Assignment of International trademark Registration  
Document Date: 08/12/2021  
Number of Pages: 1  
Signer(s) Other Than Named Above: \_\_\_\_\_

Exhibit C-1

Trademark Name

Registration No.

HOOKAFINA

013911276 - European Union

HOOKAFINA

3020140073390 - Germany

HOOKAFINA

Great Britain

VT GW



**HOOKAFINA  
PURCHASE AGREEMENT ERRATA AMENDMENT**

Seller and Buyer (collectively referred to herein as the "Parties") hereby sign the following Amended Assignment of International Trademark Registration and Amended Assignment of United States Trademark Registration, solely to correct the scrivener's error regarding their entity status.

Upon learning that the assignment of trademark registrations referred to Hookafina, Inc. as a "sole proprietorship" and TMS International Corp. as a "Limited Liability Company," the Parties have elected to correct the error by executing new Assignments of Trademark Registrations which shall be notarized and shall replace the original incorrect versions attached to the purchase agreement.

No other changes shall be made to the purchase agreement. The Parties agree that this scrivener's error does not change or modify any part of their contract and acknowledge that their contract is in full force and effect.

Attached are the corrected assignment of trademark registrations which shall be incorporated in the original contract as though fully set forth therein.

By: \_\_\_\_\_

Hookafina, Inc.  
George Egho, its CEO

Date: \_\_\_\_\_

8-13-2021

BUYER:

By: \_\_\_\_\_

TMS International Corp.  
By Vicken Touzjian, its CEO

Date: \_\_\_\_\_

8-13-2021

See Attached Notary Public  
Certificate

**TRADEMARK  
REEL: 007392 FRAME: 0688**

# CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

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Subscribed and sworn to (or affirmed) before me on this 13 day of August, 2021  
Date Month Year

by George Egho,  
Vicken Touzjian  
Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Handwritten Signature]  
Signature of Notary Public



Seal  
Place Notary Seal Above

----- OPTIONAL -----  
*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**  
Title or Type of Document: Hookafina Purchase Agreement Errata Amendment  
Document Date: 08/13/2021  
Number of Pages: 1  
Signer(s) Other Than Named Above: \_\_\_\_\_