

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4947000

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REDUELL CROWDER	01/04/2018
RECEIVING PARTY DATA		
Name:	TERRON CARTER	
Street Address:	4212 N ASHLAND AVE APT GS	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60613	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	4908635	
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:	7089401886	
Email:	terron.carter@gmail.com	
Correspondent Name:	TERRON CARTER	
Address Line 1:	4212 N ASHLAND AVE APT GS	
Address Line 4:	CHICAGO, ILLINOIS 60613	
NAME OF SUBMITTER:	TERRON CARTER	
SIGNATURE:	/Terron P Carter/	
DATE SIGNED:	05/04/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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Contract for the Purchase and Sale of a Business

1. **Terron P Carter** [hereinafter "Buyer"] agrees to purchase from **Tastee Treasures, LLC, Reduell Crowder** [hereinafter "Seller"] the business assets, including all equipment, fixtures, goodwill, inventory, trademarks, social media accounts and trade names associated with Tastee Treasures, LLC.
2. The purchase price of **Forty-five Thousand Dollars (\$45,000.00)** shall be paid as follows:

\$27,093.00 Balance of said purchase price paid via **Bank Trasfer directly to Paypal** on April 1, 2018.

\$17,907.00 Balance of said purchase price paid via **Wire Transfer** on April 6, 2018.

See "Contingencies to Purchase Offer" (Attached)

\$45,000.00 Total Purchase Price

3. The closing shall take place at 12:00 o'clock A.M. on April 1, 2018 at the office of **XXXX**.

There will be no closing cost.

4. The full purchase price shall include assets valued at **\$45,000.00**, which are itemized in the document attached hereto and titled "Agreement to Allocate Purchase Price".
5. The Seller warrants that at the time physical possession of the business is delivered to the Buyer, all the equipment will be in **AS IS** condition.
6. The Buyer and Seller agree to execute all documents necessary to conclude this transaction, including, where applicable, contracts, licenses, operating agreements or other such documents necessary to fulfill the parties' intent.
7. This Purchase Agreement is contingent upon the terms and conditions contained in the document attached hereto and titled "Contingencies" to Purchase Agreement
8. This Purchase Agreement is further conditioned upon the terms and conditions contained in the document attached hereto and titled "Additional Considerations of Purchase Agreement"
9. This document and the attachments hereto contain the entire understanding of the parties and there are no additional oral agreements, understandings or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.
10. The Seller is not aware of any claims, litigation or governmental investigations affecting the operation of the business or any assets being sold. **Instruments of sales, assignments and deliveries to be made to Buyer shall be effected by a Bill of Sale and other instrument of transfer as maybe necessary and which are satisfactory to Buyer.**
11. The Buyer and Seller agree in the event any dispute arises from this agreement to binding arbitration in the venue of Fulton County, Georgia. The prevailing party entitled to reimbursement of all costs and legal fees.

12. **All the taxes (TN sales tax and county business property tax) must be paid by Seller, or reimburse to Buyer prior to closing this transaction. Seller must bring "a certificate stating that no taxes are due" to Buyer, prior to closing.**
13. Seller agrees to include all unsold inventory during closing. Seller also agrees to receive no compensation for this inventory in lieu of including the remaining debt for the Paypal working capital loan in this agreement.
14. If the Seller fails to accept this agreement on presentation, then the Buyer may revoke this agreement.

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY.


Buyer hereby agree to buy on the terms set forth above.

Seller hereby agree to buy on the terms set forth above.

Date: 04/1/18 **Time:**

Date: 04/1/18 **Time:**

Terron P Carter
BUYER


Tastee Treasures, LLC by Reduell Crowder
Managing Member
SELLER

AGREEMENT TO ALLOCATE PURCHASE PRICE

This document has legal consequences. If you do not understand it, consult your attorney.

This Agreement to Allocate Purchase Price ("Rider") is attached as a supplement to the Contract for the Purchase and Sale of a Business dated 04-1-2018 ("Contract"), in which Terron P Carter is referred to as Buyer and Tastee Treasures, LLC, Reduell Crowder is referred to as Seller for the purchase of the business known as Tastee Treasures, LLC and situated in 1, City of Antioch, State of TN, located at 660 Bell Rd., Apt. 205.

For purchases of this Rider, the purchase price is allocated as follows:

Inventory of salable merchandise and stock in trade estimated value:	\$17,400	\$0
Accounts receivable		\$0
Fixtures, Furniture and Furnishings: Shelving units, vinyl Press and heat press		\$150.00
Goodwill		\$229
Paypal Working Capital Debt, Paid directly to creditor		\$27,093
Wells Fargo Credit Card Acct # 4856200242007436		\$12,300
Paypal Credit Card Acct # 5049906038289989		\$4,978
Agreement not to compete		\$50.00
Other: Trademark Reg. No. 4,908,635 Serial Number: 86-708,146		\$100.00
Other: Domain name, Hosting accounts and Advertising accounts		\$50.00
Social media accounts: Instagram, Facebook, Twitter, Tumblr, and YouTube		\$50.00
TOTAL		\$45,000.00

The above allocation is agreed to between Buyer and Seller.

Date: 04/1/18

Time:

Date: 04/1/18

Time:

Terron P Carter
BUYER

Reduell Crowder
Tastee Treasures, LLC by Reduell Crowder
Managing Member
SELLER

CONTINGENCIES TO PURCHASE OFFER DATED:

Indicate all that apply:

☒ **DUE DILIGENCE**: This Purchase Agreement is further contingent upon Buyer reviewing, to their satisfaction and approval, the following:

- a. **Seller will provide Buyer a Certificate of No Tax Due for sales tax (and or a Tax Clearance if the seller had employer withholding tax or other tax types such as property tax) on or before closing date.**
- b. A full inventory count to be completed no earlier than one week prior to the closing date

If Buyer, upon performing a UCC search, discover or ascertain outstanding liens/encumbrances upon any assets itemized in the Inventory of Assets attached to this Purchase Agreement, upon written notification to Seller, Seller shall have ten (10) days to satisfy any liens/encumbrances or make an additional agreement with Buyer regarding how the same will be satisfied with proceeds exchanged at the closing. If Seller fail to take measures to satisfy any liens/encumbrances which are acceptable to Buyer, Buyer may give written notification to Seller of the cancellation of this Purchase Agreement and all deposits will be refunded in full to Buyer. Any written notification of cancellation of this Purchase Agreement must be sent to Seller on or before **03-25-2018** to be considered valid and enforceable.

If said document review provides information which is materially different or in contradiction to any information previously provided by Seller, Buyer may, at their sole option, consider this Purchase Agreement null and void and provide written notification to Seller of the cancellation of this Purchase Agreement, and all deposits will be refunded in full to Buyer. Any written notification of cancellation of this Purchase Agreement must be sent to Seller on or before **03-27-2018** to be considered valid and enforceable.

Date: 04/1/18

Time:

Date: 04/1/18

Time:

Terron P Carter
BUYER

Reduell Crowder
Tastee Treasures, LLC by Reduell Crowder
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SELLER

Additional Considerations to Purchase Offer Dated

Indicate all that apply:

☒ **COVENANT NOT TO COMPETE**: Seller hereby covenant to Buyer, and their successors, assigns and representatives that they will not engage, directly or indirectly, in any business which is the same as, or similar to, **Tastee Treasures** which consists of men's underwear, socks and swimwear or in competition with said business for a period of two (2) years from the date of closing within the United States of America and its territories. Seller will not engage as a principal, agent, manager, employee, owner, partner, stockholder, director or officer of a corporation, member of an LLC, trustee, consultant or otherwise in any capacity whatsoever of any business which is the same as, or similar to **Tastee Treasures**.

☒ **INDEMNIFICATION AGREEMENT**: Buyer shall purchase as part of this contract, all equipment, fixtures, goodwill, inventory, trademarks, and trade names in a condition free and clear from any and all liens and liabilities. Seller hereby agree to indemnify and hold Buyer harmless against any and all liens and liabilities which Buyer have not expressly agreed to accept, including any liens or encumbrances on any equipment, fixtures, inventory, supplies or assets set forth in the Itemization of Inventory & Assets attached hereto.

☒ **TRAINING**: To effectuate an orderly transition, Seller shall provide 6 hours extensive training on the management and operations of **Tastee Treasures** from the date of closing. The precise dates of training shall be agreed upon by Buyer and Seller at the time of closing.

Date: 04/1/18

Time:

Date: 04/1/18

Time:

Terron P Carter
BUYER

Reduell Crowder
Tastee Treasures, LLC by Reduell Crowder
Managing Member
SELLER