

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7066406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
J2 MATERIALS, LLC	01/22/2021
RECEIVING PARTY DATA	
Name:	M7D CORPORATION
Street Address:	6710 VIRGINIA MANOR ROAD
City:	BELTSVILLE
State/Country:	MARYLAND
Postal Code:	20705
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17184219
Application Number:	17150751
Application Number:	17153403
CORRESPONDENCE DATA	
Fax Number:	(617)310-9136
<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:	6174392136
Email:	lgoldberg@nutter.com
Correspondent Name:	EMMANUEL D. FILANDRIANOS
Address Line 1:	155 SEAPORT BLVD.
Address Line 2:	NUTTER MCCLENNEN & FISH LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	4407-10203, 10503, 10603
NAME OF SUBMITTER:	EMMANUEL D. FILANDRIANOS
SIGNATURE:	/Emmanuel D. Filandrianos/
DATE SIGNED:	12/09/2021
Total Attachments: 7	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of January 22, 2021 is entered into among J2 Materials, LLC, an Illinois limited liability company (“**Seller**”), the founding equityholders of Seller listed on Exhibit A attached to this Agreement (collectively referred to in this Agreement as the “**Founder Owners**”), and M7D Corporation, a Delaware corporation (“**Buyer**”). Seller and the Founder Owners are sometimes referred to herein individually as a “**Seller Party**” and collectively as the “**Seller Parties**”. Capitalized terms used but not defined herein shall have the meaning ascribed to them in Exhibit B.

RECITALS

A. Seller is engaged in the business of the manufacturing, researching, developing, distributing, marketing and sale of diamonds, other gemstones and equipment related to the manufacture of diamonds and other gemstones (in each case, in any and all mediums engaged in by Seller) as conducted or actively intended to be conducted by Seller on the date hereof and prior to the Closing (together with all other businesses of Seller and its predecessors or Subsidiaries conducted by Seller and its predecessors or Subsidiaries prior to the date hereof, the “**Business**”).

B. Seller has entered into that certain Rollover Agreement, dated as of the date hereof (the “**Rollover Agreement**”), pursuant to which Seller has, among other things, transferred to Parent immediately prior to the consummation of the transactions contemplated by this Agreement, a portion of the Purchased Assets (as defined below) (the “**Contributed Assets**”) in exchange for [REDACTED]

C. [REDACTED]

D. Seller wishes to sell, convey, assign, transfer and deliver to Buyer, and Buyer wishes to purchase from Seller, all of the Purchased Assets (other than the Contributed Assets), excluding, for the avoidance of doubt, the Excluded Assets, all on the terms and subject to the conditions set forth herein. In addition, Buyer wishes to assume, and Seller wishes to have Buyer assume, the Assumed Liabilities, excluding, for the avoidance of doubt, the Excluded Liabilities, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:




ARTICLE 1

PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets; Assumption of Liabilities.

(a) Purchased Assets. On the terms set forth herein, at the Closing, Seller will sell, convey, assign, transfer and deliver to Buyer, and Buyer will purchase from Seller, all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of all Encumbrances, in exchange for the Purchase Price (as adjusted pursuant to Section 1.03(c)). As of the Closing, Buyer will own all of the Purchased Assets. The Purchased Assets, collectively, consist of all of the assets, properties, interests, rights, goodwill and business of any kind or nature owned by Seller, or used in, related to or otherwise necessary to operate the Business, whether tangible, intangible, real, personal or mixed, directly or indirectly owned, license or leased by Seller, wherever situated or located and by whomever possessed, whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in the books or financial statements of Seller, including but not limited to the following assets, but excluding in each case the Excluded Assets (collectively, the "***Purchased Assets***"): (i) all Other Inventory; (ii) all Seller Owned Intellectual Property; (iii) all hardware, Software, manufacturing equipment, manufacturing processes and information pertaining thereto (including all Manufacturing Process Information), completed Business Products, Business Products currently in development, and contemplated products and all technology and Intellectual Property related to the foregoing; (iv) all of the Contracts, including all Inbound Licenses, related to, or otherwise necessary to operate, the Business and listed on Schedule 1.01(a)(iv) (collectively, the "***Assumed Contracts***" and excluding, for the avoidance of doubt, the Specified Excluded Contracts); (v) an amount of cash equal to any customer deposits held by Seller (if any) and all other deposits and prepaid expenses relating to the Business, including advances, credits and security deposits ("***Seller Deposits***"); (vi) all machinery, equipment, vehicles, parts, furniture and other tangible assets and personal property leased by or owned by Seller or that are, or may be, used in or related to the operation of the Business (collectively, the "***Tangible Personal Property***"); (vii) to the extent transferable or assignable, all warranties, representations, letters of credit and guarantees made by suppliers, manufacturers and contractors relating to the Business or any Purchased Assets, except to the extent related to Excluded Liabilities or Excluded Assets; (viii) to the extent transferable or assignable, all licenses, Permits, authorizations and approvals issued to Seller by any governmental authority or other Person relating to the operation of the Business or any Purchased Asset; (ix) all Proceedings, rights, recoveries, refunds, counterclaims, rights of set off and other claims (including indemnification agreements in favor of Seller) (whether known or unknown, matured or unmatured, accrued or contingent) that Seller may have against any Person relating to or arising out of any Purchased Asset or Assumed Liability, including claims against any Person for compensation or benefits, and insurance claims; (x) all books and records of Seller relating to the Business or any Purchased Asset or Assumed Liability, including all operating records, data and other materials maintained by the Business, including all sales and sales promotional data, advertising materials, customer lists and records, emails, credit information, cost and pricing information, supplier lists and records, business plans, catalogs, price lists, correspondence, mailing lists, distribution lists, photographs, production data, service and warranty records, engineering records, personnel and payroll records relating to hired employees, manufacturing and quality control records and procedures, blueprints, records, accounting records, plans, specifications, surveys, property records, manuals and other materials related to any of the foregoing items; (xi) all telephone numbers and facsimile numbers relating solely to the Business; (xii) all Web 2.0 (e.g., Facebook or Twitter) or similar accounts maintained or established by Seller or otherwise relating solely to the Business; (xiii) any leasehold interests in Leased Real Property; (xiv) any other assets owned by Seller, whether or not currently in use by Seller and whether or not included on the Seller's Financial Statements, in each case, other than the Excluded Assets; and (xvi) all goodwill of Seller relating to the Business or any Purchased Assets.

(b) Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall be entitled to retain the following (and only the following) assets, properties and rights, claims, benefits and remedies of Seller (the “**Excluded Assets**”): (i) all Accounts Receivable; (ii) all Cash and Cash Equivalents; (iii) all tax deposits, prepayments and estimated payments of Seller related to Taxes that are Excluded Liabilities, and all refunds due from federal, state, local and foreign taxing authorities with respect to Taxes that are Excluded Liabilities; (iv) all rights, claims, benefits and remedies with respect to the Governing Documents of Seller; (v) all Benefit Plans and the insurance policies, books and records related to the Benefit Plans; (vi) the Contracts and other items listed on Schedule 1.01(b)(vi) and any Contracts not listed on Schedule 1.01(a)(iv) or otherwise not disclosed to Buyer herein (collectively, the “**Specified Excluded Contracts**”); and (vii) any personal telephone or cellular phone numbers of the Founder Owners.



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

J2 MATERIALS, LLC

By 
Name: Jonathan Levine-Miles
Title: Manager

FOUNDER OWNERS


JONATHAN LEVINE-MILES

JOHN CIRALDO

BUYER

M7D CORPORATION

By _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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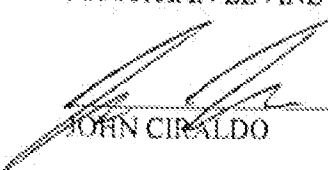
SELLER

J2 MATERIALS, LLC

By _____
Name: Jonathan Levine-Miles
Title: Manager

FOUNDER OWNERS

JONATHAN LEVINE-MILES



JOHN CIRALDO

BUYER

M7D CORPORATION

By _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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SELLER

J2 MATERIALS, LLC

By _____
Name: _____
Title: _____

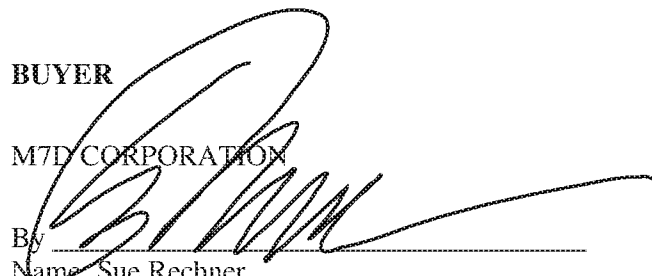
FOUNDER OWNERS

JONATHAN LEVINE-MILES

JOHN CIRALDO

BUYER

M7D CORPORATION

By  _____
Name: Sue Rechner
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

EXHIBIT A
FOUNDER OWNERS

1. Jonathan Levine-Miles
2. John Ciraldo

A-1

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