

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7921379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONALD MITCHELL HALPERN	07/01/2021
RECEIVING PARTY DATA	
Name:	ENTREPRISES NOLK INC.
Street Address:	1127 RUE MARIE-VICTORIN
City:	SAINT-BRUNO-DE-MONTARVILLE, QC
State/Country:	CANADA
Postal Code:	QC J3V 0M7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D907027
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<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>	
Email:	ipdocket@calfee.com
Correspondent Name:	BILLY C. RAULERSON
Address Line 1:	CALFEE, HALTER & GRISWOLD LLP
Address Line 2:	THE CALFEE BUILDING, 1405 EAST SIXTH STREET
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	41418.04000
NAME OF SUBMITTER:	JENNY SHAW
SIGNATURE:	/Jenny Shaw/
DATE SIGNED:	04/26/2023
Total Attachments: 34	
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THIS ASSET PURCHASE AGREEMENT is made as of July 1, 2021.

AMONG: **DONALD MITCHELL HALPERN** and **DOOFENSHMIRTZ EVIL INCORPORATED** (together, the “**Vendor**”);

AND: **ENTREPRISES NOLK INC.** (the “**Purchaser**”)

WHEREAS the Vendor, as licensor, and the Purchaser, as licensee, are parties to a license agreement dated as of December 16, 2020 (the “**License Agreement**”), pursuant to which the Vendor licensed to the Purchaser, prior to the date hereof, the Purchased Mark and all necessary intellectual property rights and other rights to commercialize the Purchased Products;

WHEREAS, pursuant to Article 11 of the License Agreement, the Purchaser has the option to purchase (the “**Purchase Option**”) all of the Vendor’s assets relating to the Purchased Mark, the Purchased Products and all necessary intellectual property rights and other rights to commercialize the Purchased Products;

WHEREAS the Purchaser has exercised the Purchase Option in accordance with the terms of the License Agreement; and

WHEREAS the Purchaser desires to purchase, and the Vendor desires to sell, the Purchased Assets, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the Parties agree as follows:

Article 1

INTERPRETATION

1.1 Definitions

The capitalized words used in this Agreement or in its Schedules shall have the meaning ascribed to them in Schedule 1.1.

1.2 Articles, Sections and Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Extended Meanings

In this Agreement, words importing the singular number also include the plural and vice versa and words importing any gender include all genders. The term “including” means “including, without limiting the generality of the foregoing”.

1.4 Currency

All references to currency contained herein are to lawful money of the United States of America.

1.5 Calculation of Time

1.5.1 *Time*. Time is of the essence of this Agreement.

1.5.2 *Calculation of Time*. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

1.5.3 *Business Days*. Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.

1.6 Schedules

The Schedules attached hereto are incorporated by reference and deemed to be part hereof.

1.7 Solidary (Joint and Several) Obligations

All obligations of Donald Halpern and Doofenshmirtz Evil Incorporated as “Vendor” hereunder shall be solidary (joint and several) as between them, with each of them waiving the benefit of division and discussion.

Article 2 SALE AND PURCHASE

2.1 Purchased Assets

The Vendor hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases from the Vendor, all of the Vendor’s rights, title and interest in and to the following assets (collectively the “**Purchased Assets**”), free any clear of any Encumbrances whatsoever:

2.1.1 the Purchased Mark;

2.1.2 the Purchased Patent;

2.1.3 the Purchased Products;

2.1.4 the Product IP; and

2.1.5 the Goodwill.

2.2 No other Purchased Assets; No Assumption of Liabilities

2.2.1 Nothing contained herein or in any Closing Document shall be construed as an acquisition by the Purchaser of any other assets of the Vendor of any nature or kind whatsoever other than the Purchased Assets, all of which other assets are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets and will remain the property of the Vendor.

2.2.2 The Purchaser will not and does not assume, agree to perform or discharge, or indemnify the Vendor against, or otherwise have any responsibility for, any obligations, liabilities, costs, expenses, claims or losses of the Vendor whatsoever (including, for the avoidance of doubt, any obligations related to the employees of the Vendor all of whom shall remain in the employ of the Vendor). The Vendor shall be and remain solely responsible for, and shall indemnify the Purchaser to the extent that it is the subject of any Third Party Claim in connection with, any and all such obligations, liabilities, costs, expenses, claims or losses.

Article 3 PURCHASE PRICE

3.1 Purchase Price and Payment

3.1.1 The aggregate purchase price payable to the Vendor for the Purchased Assets shall be equal to \$400,000 (the “**Purchase Price**”) plus interest at the rate of 10% per annum on the then outstanding balance, compounded and paid monthly with each instalment of principal. The Purchase Price, together with accrued interest, shall be paid in 12 equal monthly instalments as follows:

Balance	Interest	Principal	Payment Amount	Payment Date	Balance after Instalment Payment
\$400,000	\$3,333	\$31,833	\$35,166	On Closing or July 31, 2021. Whichever occurs first.	\$368,167
\$368,167	\$3,068	\$32,098	\$35,166	August 1, 2021	\$336,069
\$336,069	\$2,801	\$32,366	\$35,166	September 1, 2021	\$303,703
\$303,703	\$2,531	\$32,636	\$35,166	October 1, 2021	\$271,067
\$271,067	\$2,259	\$32,907	\$35,166	November 1, 2021	\$238,160
\$238,160	\$1,985	\$33,182	\$35,166	December 1, 2021	\$204,978
\$204,978	\$1,708	\$33,458	\$35,166	January 1, 2022	\$171,520
\$171,520	\$1,429	\$33,737	\$35,166	February 1, 2022	\$137,783
\$137,783	\$1,148	\$34,018	\$35,166	March 1, 2022	\$103,765

\$103,765	\$865	\$34,302	\$35,166	April 1, 2022	\$69,463
\$69,463	\$579	\$34,587	\$35,166	May 1, 2022	\$34,876
\$34,876	\$291	\$34,876	\$35,166	June 1, 2022	\$0

3.1.2 The Purchaser may, in its entire discretion, accelerate the payment of any balance of the Purchase Price owing from time to time, without penalty.

3.1.3 Should the Purchaser fail to make any instalment payment, in principal and interest, when due and payable in accordance with the schedule set out above within 5 Business Days of a written demand for payment from the Vendor to the Purchaser, then the Vendor shall be entitled to claim, as a penalty for the Purchaser's delay in performance of its obligations, an additional amount of \$10,000 per month for each delayed or incomplete payment until it receives full payment of all principal and interest then due and outstanding in accordance with the schedule set out above.

3.2 Allocation of Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price among the Purchased Assets in accordance with an allocation schedule to be agreed by the Parties, acting reasonably, and such allocation will, for income Tax purposes, be binding on the Parties, and the Parties will file their respective Tax returns in accordance with such allocation. The Parties shall (a) not take a position on any Tax return, before any Tax Authority or in any legal proceeding that is in any way inconsistent with such allocation schedule, (b) cooperate with each other as reasonably requested in connection with the preparation, execution and filing of all Tax returns related to such allocation schedule, and (c) promptly advise one another regarding the existence of any Tax audit, controversy or litigation related to such allocation schedule. If the Purchase Price is adjusted in any manner as provided in this Agreement, such allocation schedule shall be adjusted as agreed by the Parties, acting reasonably, as necessary to reflect such adjustments.

3.3 Withholding

The Purchaser shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement any Taxes required to be deducted and withheld under any provision of applicable Law. The Purchaser and the Vendor shall reasonably cooperate with each other to minimize the amounts required to be deducted and withheld. If any Tax is withheld pursuant to this Section, the withheld amount shall be treated for all purposes of this Agreement as having been paid to the Vendor.

Article 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to and in favour of the Purchaser as set forth in Schedule 4.1 and acknowledges that the Purchaser is relying upon such representations and warranties to enter into this Agreement and purchase the Purchased Assets.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Vendor as set forth in Schedule 4.2 hereof and acknowledges that the Vendor is relying upon such representations and warranties to enter into this Agreement.

4.3 Survival of Representations and Warranties

4.3.1 All representations and warranties made by the Vendor in this Agreement shall survive the Closing as follows:

- (a) the representations and warranties set forth in Sections 4.1.1, 4.1.3, 4.1.4, 4.1.7 and 4.1.8 shall survive the Closing without time limit; and
- (b) the representations and warranties set forth in Section 4.1.6 shall survive the Closing and continue for a period ending ninety (90) days following the expiration of all prescription periods pursuant to applicable Laws; and
- (c) all of the other representations and warranties of the Vendor in this Agreement shall survive the Closing and continue for a period of twenty-four (24) months from the date hereof.

4.3.2 The representations and warranties made by the Purchaser set forth in Sections 4.2.1 and 4.2.2 shall survive the Closing without time limit.

4.3.3 The covenants, obligations and agreements of each Party contained in this Agreement shall survive the Closing and continue without time limit.

4.3.4 Notwithstanding anything herein contained to the contrary, in the case of any breach by a Party of any representation or warranty involving fraud, intentional or gross fault, there shall be no time limitation on the right of the other Parties to bring any Claim in respect of such breach and to be indemnified in respect thereof.

Article 5 CLOSING

5.1 Closing

The transactions contemplated herein shall be completed by way of a virtual closing that shall take place by means of telephone, electronic mail or other communication facilities. Each of the parties hereby authorizes its respective legal counsel to make closing arrangements in its discretion and shall be bound thereby.

5.2 Closing Deliverables

All of the actions set forth in this Section 5.2 shall occur and shall be deemed to occur simultaneously, such that no action shall be deemed to have been completed or any document delivered until all such actions have been completed and all such documents have been delivered.

5.2.1 Vendor's Closing Deliverables. At the Closing, the Vendor shall deliver to the Purchaser the following:

- (a) an assignment, in the form of Schedule 5.2.1(a) attached hereto (the "**Trademark Assignment Agreement**") and duly executed by the Vendor, transferring all of the Vendor's rights, title and interest in and to the Purchased Mark to the Purchaser;
- (b) an assignment, in the form of Schedule 5.2.1(a) attached hereto (the "**Patent Assignment Agreement**") and duly executed by the Vendor, transferring all of the Vendor's rights, title and interest in and to the Purchased Patent to the Purchaser;
- (c) a certificate of the Secretary of Doofenshmirtz Evil Incorporated certifying (i) all resolutions, duly adopted and in effect, necessary to authorize the execution, delivery and performance of this Agreement and the Closing Documents and the consummation of the transactions contemplated hereby and thereby and (ii) the names and signatures of the officers of Doofenshmirtz Evil Incorporated authorized to sign this Agreement, the Closing Documents and the other documents to be delivered hereunder and thereunder; and
- (d) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.

5.2.2 Purchaser's Closing Deliverables. At the Closing, the Purchaser shall deliver to the Vendor the following:

- (A) the Trademark Assignment Agreement and the Patent Assignment Agreement, duly executed by Buyer;

(B) a certificate of the Secretary of the Purchaser certifying (i) the board resolution of the Purchaser, duly adopted and in effect, which authorizes the execution, delivery and performance of this Agreement and the Closing Documents and the consummation of the transactions contemplated hereby and thereby and (ii) the names and signatures of the officers of the Corporation authorized to sign this Agreement, the Closing Documents and the other documents to be delivered hereunder and thereunder; and

(C) payment of the first instalment of the Purchase Price in accordance with Section 3.1.

Article 6

INDEMNIFICATION

6.1 Indemnification by the Vendor

The Vendor shall indemnify, defend and save harmless the Purchaser and each of the Purchaser's Representatives, successors and assigns from and against any and all Loss suffered or incurred by them any of them, as a result of, or arising in connection with or related in any manner whatsoever to:

- (a) any inaccuracy, misrepresentation or breach of any representation or warranty made or given by the Vendor in this Agreement; and
- (b) any failure by the Vendor to observe or perform any covenant or obligation contained in this Agreement.

6.2 Indemnification by the Purchaser

The Purchaser shall indemnify, defend and save harmless the Vendor and its Representatives, successors and assigns from and against any and all Loss suffered or incurred by them, as a result of, or arising in connection with or related in any manner whatsoever to:

- (a) any inaccuracy, misrepresentation or breach of any representation or warranty made or given by the Purchaser, in this Agreement; and
- (b) any failure by the Purchaser to observe or perform any covenant or obligation contained in this Agreement.

6.3 Direct Claims

Any Direct Claim shall be asserted by giving the Indemnifier reasonably prompt written notice thereof, but in any event not later than ninety (90) days after the Indemnified Party becomes aware of facts that may give rise to such Direct Claim. Such notice to the Indemnifier shall describe the Direct Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained

by the Indemnified Party. The Indemnifier shall then have a period of thirty (30) days within which to respond in writing to such Direct Claim. If the Indemnifier does not so respond within such thirty (30) day period, the Indemnifier shall be deemed to have rejected such Claim, and in such event the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party. If the Indemnifier agrees prior to the expiration of the thirty (30) day period as to the validity of the Direct Claim after the Indemnifier has provided a written response, the Indemnifier shall pay to the Indemnified Party the amount of such Direct Claim forthwith upon such amount being quantified. If the Parties fail to agree as to the validity of the Direct Claim or its amount, any Party may exercise all remedies as may be available to such Party.

6.4 Notice of Third Party Claims

If an Indemnified Party receives notice of the commencement or assertion of any Third Party Claim, the Indemnified Party shall give the Indemnifier reasonably prompt notice thereof, but in any event no later than thirty (30) days after receipt of such notice of such Third Party Claim. Such notice to the Indemnifier shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Indemnified Party and shall include all material written evidence thereof.

6.5 Defence of Third Party Claims

- 6.5.1 *Defence by Indemnifier.* Subject to Section 6.5.2, the Indemnifier may participate in or assume the defence of any Third Party Claim by giving notice to that effect to the Indemnified Party not later than thirty (30) days after receiving notice of that Third Party Claim (the “**Notice Period**”) provided the Indemnifier concurrently furnishes evidence to the Indemnified Party, and to its satisfaction, of its financial ability to indemnify the Indemnified Party in respect of such Third Party Claim. The Indemnifier’s right to do so shall be subject to the rights of any insurer or other party who has potential liability in respect of that Third Party Claim. The Indemnifier agrees to pay all of its own expenses of participating in or assuming such defence. The Indemnified Party shall cooperate in good faith in the defence of each Third Party Claim, even if the defence has been assumed by the Indemnifier, and may participate in such defence assisted by counsel of its own choice at the sole cost and expense of the Indemnified Party, provided that the Indemnifier and its legal counsel shall lead the defence; provided, further, that if in the reasonable opinion of counsel to the Indemnified Party, (i) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifier; or (ii) there exists a conflict of interest between the Indemnified Party and the Indemnifier that cannot be waived, the Indemnifier shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is so required.

- 6.5.2 *Defence by Indemnified Party.* If the Indemnifier (A) elects not to compromise or defend such Third Party Claim, (B) fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, (C) fails to provide to the Purchaser within the Notice Period satisfactory evidence of its financial ability to indemnify the Indemnified Party, or (D) fails to diligently prosecute the defence of such Third Party Claim, the Indemnified Party may, subject to Section 6.5.3, elect to pay, compromise and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim; provided, however, that in the case of paragraphs (B) and (C) of this Section 6.5.2, the Indemnified Party shall notify the Indemnifier of its decision to compromise or defend such Third Party Claim and afford the Indemnifier an additional 10-day period to cure its default. In addition, if at any time, the Indemnifier fails to take reasonable steps necessary to defend diligently a Third Party Claim, the Indemnified Party may, within thirty (30) days after giving notice that the Indemnified Party *bona fide* believes on reasonable grounds that the Indemnifier has failed to take such steps, at its option, elect to assume the defence of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Indemnifier shall be liable for all Losses and all reasonable costs and expenses paid or incurred in connection therewith.
- 6.5.3 *Settlement of Third Party Claims.* Notwithstanding any other provision of this Agreement, the Indemnifier shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 6.5.3. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party, requires only the payment of money, does not require the Indemnified Party to admit any wrongdoing or take or refrain from taking any action and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifier desires to accept and agree to such offer, the Indemnifier shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) Business Days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifier for any Losses related to such Third Party Claim shall not exceed the amount of such settlement offer. If within said ten (10) Business Day period, the Indemnified Party consents to such firm offer, or fails to consent to such firm offer and also fails to assume defence of such Third Party Claim, the Indemnifier may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim.

6.6 Limitations on Claims

With respect to the indemnification obligations set out in Sections 6.1(a) and 6.2(a), the amount owing by the Indemnifier to the Indemnified Parties shall be reduced by any

amount received from a Third Party by the Indemnified Parties in respect of such Loss, net of any deductible amounts (if due to insurance) and the costs and expenses incurred by such Indemnified Party to collect any such amounts (including reasonable attorneys' fees, any deductibles or self-insured retentions, any increases in premium or any retroactive premium adjustments directly related to obtaining such insurance proceeds), it being understood that the Indemnified Party shall have no obligation to institute any legal proceeding against any Third Party.

6.7 Assistance for Third Party Claims

The Indemnifier and the Indemnified Party shall use all reasonable efforts to assist the Party which is undertaking and controlling the defence of any Third Party Claim.

6.8 Right of Set-Off

The Parties acknowledge that the Purchaser may set-off and operate compensation against any outstanding balance of the Purchase Price for all amounts to which it may be entitled under Section 6.1. If the balance of the Purchase Price is insufficient to fully pay the indemnity amount, then the Vendor must fully pay any missing portion of the indemnity payment to the Purchaser.

6.9 Failure to Give Timely Notice

A failure to give timely notice as provided in this Article 6 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or otherwise sustained a Loss as a result of such failure.

6.10 Payment and Interest

All Losses shall bear interest at a rate per annum equal to the Prime Rate, calculated and payable monthly, both before and after judgement, from the date on which notice of Claim was given to the Indemnifier, to the date of payment by the Indemnifier.

6.11 Purchase Price Adjustment

Any indemnification payment made under this Article 6 shall be treated by the Purchaser and the Vendor as an adjustment to the Purchase Price.

Article 7 COVENANTS

7.1 Confidentiality and Non-Disclosure

The Vendor hereby agrees and undertakes that it/he (as applicable) shall not, at any time henceforth, directly or indirectly disclose to any Person, any Confidential Information relating to the Purchased Assets or the business of the Purchaser to which it has had access.

The Vendor shall take all reasonable precautions to preserve the confidential, proprietary and secret nature of all Confidential Information which it may have or have had in its possession or have had access to. The Vendor's obligations hereunder shall not apply to any Confidential Information which can be reasonably demonstrated through documentation that it has become generally known to the trade or the public, through no fault or action on the Vendor's part, prior to or subsequent to the disclosure, or was required by Law to be disclosed by court order or other lawful process. In this last situation, the Vendor will disclose Confidential Information only to the extent required to fulfill such purpose or legal requirement. In the event the Vendor becomes legally compelled to disclose any Confidential Information, it/he will promptly notify the Purchaser of such fact so that the Purchaser may seek an appropriate remedy to prevent such production, and request the person demanding such production to allow the Purchaser a reasonable period of time to seek such remedy.

7.2 Non-Competition

The Vendor hereby agrees and undertakes in favour of the Purchaser, for a period of one year following the Closing Date to refrain from directly or indirectly performing services for, owning or having an interest in, managing, operating, participating with or assisting in any way in, any Person, or allowing its name to be used by any Person that, directly or indirectly, is engaged in any phone or electronics mounting system related business anywhere in the world.

The Vendor acknowledges that the covenant set forth in this Section is an essential element of this Agreement and that, but for the agreement of the Vendor to comply with these covenants, the Purchaser would not have entered into this Agreement. The Vendor further expressly acknowledges hereby that: (i) they fully understand the terms of this Section and the restrictive and binding effect of such terms, and have each reviewed them with legal counsel and thereby addressed the reasonableness of the geographic region within which the non-competition covenant operates, the time period during which the restrictive covenant is to remain in effect and the scope of activities restricted hereby; (ii) the restrictive covenant contained in this Section is both necessary and reasonable for the protection of the legitimate interests of the Purchaser, and will not in themselves impair the reasonable livelihood or financial opportunity of the Vendor, and (iii) the execution of this Section reflects the desire and intent of the Parties that such provisions be upheld in their entirety and that the Purchaser has the full benefit of same. If, however, for any reason any court determines that the restrictions in this Section are not reasonable or that such consideration is inadequate, such restrictions shall be interpreted, modified or rewritten to include as much of the duration, scope and geographic area identified in this Section as will render such restrictions valid and enforceable.

Article 8 GENERAL

8.1 Further Assurances

Each of the Parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as another Party may, either before or after the Closing Date, reasonably be required to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. Without limiting the foregoing, the Vendor shall co-operate with Purchaser as needed in order to effect the required registrations, recordings and filings with public authorities.

8.2 No Waiver

Failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, remedy or recourse hereunder shall not be construed as a waiver or relinquishment of any such term and condition.

8.3 Cost and Expenses

Each of the Parties shall be responsible for and pay their respective legal and other costs and expenses incurred in connection with the consummation of the transactions provided herein, including the preparation, execution and delivery of this Agreement and any Closing Documents, and any other costs and expenses whatsoever and howsoever incurred in connection herewith and/or therewith.

8.4 Public Announcements

Except as required by applicable Law, no Party shall make any public announcement or statement with respect to this Agreement or the transactions contemplated hereby without the approval of the other Parties, such approval not to be unreasonably withheld or delayed.

8.5 Successors, Assigns and Assignments

This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. This Agreement may not be assigned by any Party without the prior written consent of the other Party, except that (A) the Purchaser may, without the prior written consent of the other Parties, assign all or part of its rights and/or obligations under this Agreement (i) to an affiliate of the Purchaser, (ii) to the subsequent purchaser of (a) the shares of the Purchaser or (b) all or a substantially all of its assets, or (iii) by way of security to any bank or financial institution lending money or making other banking facilities available to the Purchaser or any of its affiliates.

8.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and thereof and cancels and supersedes any prior oral and written understandings and agreements between the Parties with respect thereto.

8.7 Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

8.8 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and will be given by personal delivery, by registered mail, by courier services or by facsimile or e-mail addressed as follows:

Notice to the Purchaser:

Entreprises Nolk Inc.
1127 rue Marie-Victorin,
Saint-Bruno-de-Montarville (Quebec) J3V 0B3
Canada
Attention: Alexandre Renaud
E-mail: arenaud@nolkco.com

With copy to:

Fasken Martineau DuMoulin LLP
800 Square Victoria, suite 3500
Montreal (Quebec) H4Z 1E9
Canada
Attention: Adam Saskin
E-mail: asaskin@fasken.com

Notice to the Vendor:

17 W. Third Avenue, Unit 213
Columbus, Ohio 43201
Attention: Donald Halpern
E-mail: don@halpco.com

Any demand, notice or other communication given by personal delivery or courier services shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third (3rd) Business Day following the deposit thereof in the mail and, if given by facsimile or e-mail, on the day of transmittal thereof if given during the normal business hours of the recipient on a Business Day and on the next Business Day if not given during such hours.

8.9 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Quebec and the Laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Quebec and elect domicile in the City of Montreal with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

8.10 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

8.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original but all of which taken together shall be deemed to constitute one and the same agreement. A facsimile or electronic transmission of the Agreement bearing a signature on behalf of a Party shall be legal and binding on such Party.

8.12 Language

The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

(remainder of this page left blank intentionally)


(signature page to Asset Purchase Agreement)

IN WITNESS WHEREOF the Parties have executed this Agreement.

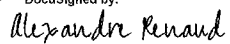
DocuSigned by:

222FEC759597444...
DONALD MITCHELL HALPERN

DOOFENSHMIRTZ EVIL INCORPORATED

DocuSigned by:
Per: 
Donald M. Halpern
222FEC759597444...
CEO

ENTREPRISES NOLK INC.

DocuSigned by:
Per: 
Alexandre Renaud
41AFAA407FE04B5...
CEO

SCHEDULE 1.1 DEFINITIONS

1.1 Definitions

- 1.1.1 “**Agreement**” means this agreement, its recitals, together with its Schedules and all amendments made hereto by written agreement between the Parties;
- 1.1.2 “**Business Day**” means any day on which commercial deposit-taking banks are generally open for business in the city of Montreal (Quebec) or Columbus (Ohio), other than a Saturday, a Sunday or a day observed as a holiday in such location;
- 1.1.3 “**Claims**” include claims, notices, demands, complaints, proceedings, actions, arbitrations, suits, causes of action, audits, hearings, investigations, assessments or reassessments (including claims, assessments and reassessments for Tax), charges, judgments, grievances, hearings and all costs incurred in investigating, pursuing, defending, settling or compromising any of the foregoing or any proceeding relating to any of the foregoing (including the costs of enforcement of this Agreement);
- 1.1.4 “**Closing**” means the completion on the Closing Date of the sale to, and purchase by, the Purchaser of the Purchased Assets;
- 1.1.5 “**Closing Date**” means the date hereof;
- 1.1.6 “**Closing Document**” means any agreement, assignment, undertaking, resolution, certificate or any other document delivered in relation to the Closing, including the Intellectual Property Assignment Agreement;
- 1.1.7 “**Confidential Information**” means the whole or any portion of any knowledge, data or information relating to a Party, its assets, businesses, affairs, finances, operations and general activities, including but not limited to financial information and data current or proposed business and financing plans, budgets, markets, customers, suppliers, distributors and sub-contractor information as well as a Party’s technology, information, know-how, trade secrets and other similar Intellectual Property;
- 1.1.8 “**Constating Records**” means, in respect of any entity, the corporate and constating records of such entity;
- 1.1.9 “**Contract**” means any written or verbal, pending and executory contracts and agreements (including quotations, orders and rebates), leases (including equipment contracts), insurance policies, deeds, indentures, instruments, entitlements, undertakings and orders made by or to which the Vendor is a party or by which the Vendor is bound or under which the Vendor has, or will have, any rights or obligations;

- 1.1.10 “**Direct Claim(s)**” means any Claim by an Indemnified Party against an Indemnifier which does not result from a Third Party Claim;
- 1.1.11 “**Encumbrances**” means pledges, liens (statutory or otherwise), charges, security interests, privileges, mortgages, hypothecs, trust deeds, trust or deemed trust (whether contractual, statutory or otherwise arising), or other similar interests or instruments charging, or creating a security interest in, or against title, easements, servitudes or rights-of-way (registered or unregistered) which affect the assets of a Person;
- 1.1.12 “**Goodwill**” means the goodwill relating to the Purchased Mark and the Purchased Products, including the use of the names “Freakmount” or any derivations or combinations thereof, as well as the exclusive right of the Purchaser to represent itself as being the owner of the Purchased Mark, the Purchased Patent and the Purchased Products;
- 1.1.13 “**Governmental Authority**” means any (a) multinational, federal, provincial, state, regional, municipal, local, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, administrative, expropriation or Tax Authority under or for the account of any of the foregoing, including any private body having received a mandate to perform public services, and (d) any judiciary or quasi-judiciary tribunal, court or body;
- 1.1.14 “**Indemnifier**” means any party obligated to provide indemnification under this Agreement;
- 1.1.15 “**Indemnified Party**” means any Person entitled to indemnification under this Agreement;
- 1.1.16 “**Intellectual Property**” means any or all intellectual property rights, whether registered or not, including those rights arising out of or related to: (i) all domestic and foreign patents and applications therefore and all re-examinations, reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all trade-marks, trade names, service marks, service names, certification marks, brands, logos, trade dresses, domain names and social media identifiers, together with the goodwill associated therewith; (iii) all copyrights and data rights; (iv) all industrial designs, CAD designs and works protected by copyright including computer software, documentation, designs, schematics, specifications or records; (v) all inventions (whether or not patentable); and (vi) all proprietary and confidential business and technical information including technical data, trade secrets, ideas, formulae, algorithms, methods, techniques, processes, research and development and technology know-how, databases, data compilations and collections and technical data; including, in the case of each of clauses (i) through (v), inclusively, whether

such rights are registered or not and, in the case of each of clauses (i) through (vi), exclusively, any and all registrations, applications, recordings, common-law rights and Contracts, all rights of privacy or moral rights, however denominated, throughout the world and in all media now known, and all rights to sue at law or in equity for any past infringement or other impairment of any and all of the foregoing, including the right to receive all proceeds and damages therefrom, where applicable at Law;

- 1.1.17 “**Knowledge of the Vendor**” means the actual knowledge of the Vendor or any of its officers or managers, as applicable, after due and diligent inquiry with respect to the relevant matter, or the knowledge that the Vendor would have had if they had conducted such due and diligent inquiry with respect to the relevant matter;
- 1.1.18 “**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, common law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards and terms and conditions of any grant of approval, permission, authority or permit of any Governmental Authority, self-regulatory authority or statutory body and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having or claiming to exercise legal jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- 1.1.19 “**License Agreement**” has the meaning set forth in the Preamble hereof;
- 1.1.20 “**Loss**” means any and all loss (including loss of profits or loss of value), liability, debt, Tax, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses incurred in investigating, pursuing or settling a Claim and all interest, punitive or exemplary damages, fines, penalties and reasonable fees and expenses of attorneys and experts incurred in connection therewith;
- 1.1.21 “**Marketing Materials**” means all advertising material, all promotional content, all websites, online platforms, all promotional and instructional videos, all product packaging, all product hang tags, all product instruction sheets, all applications, all marketing copy, all logos and all social media content related to the Purchased Products;
- 1.1.22 “**Notice Period**” has the meaning set forth in Section 6.5.1;
- 1.1.23 “**Order**” means any final and enforceable order or any judgment, injunction, decree, ruling, stipulation, award or writ of any court, tribunal, arbitrator or other Governmental Authority;

- 1.1.24 “**Parties**” means the Vendor and the Purchaser, and “**Party**” means any one of them;
- 1.1.25 “**Patent Assignment Agreement**” has the meaning set forth in Section 5.2.1(a);
- 1.1.26 “**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, joint stock company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;
- 1.1.27 “**Product IP**” all Intellectual Property rights of the Vendor necessary to use, manufacture, have manufactured, distribute, market, service, repair, sell and offer for sale any Purchased Products or to modify the Purchased Products and create derivative works thereof, including all Intellectual Property rights in and to any Marketing Materials;
- 1.1.28 “**Purchase Option**” has the meaning set forth in the Preamble hereof;
- 1.1.29 “**Purchase Price**” has the meaning set forth in Section 3.1.1;
- 1.1.30 “**Purchased Assets**” has the meaning set forth in Section 2.1;
- 1.1.31 “**Purchased IP**” means the Purchased Mark, the Purchased Patent and the Product IP;
- 1.1.32 “**Purchased Mark**” means the trademark set forth in Schedule 1.1.31 and all variations and stylized forms and including all registrations and applications related thereto;
- 1.1.33 “**Purchased Patent**” means the United States Design Patent set forth in Schedule 1.1.31 and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor;
- 1.1.34 “**Purchased Products**” means the products set forth in Schedule 1.1.31 and any and all improvements, concepts, innovations, developments, variations or derivatives, existing or conceived on or prior to the Closing Date, with respect thereto;
- 1.1.35 “**Purchaser**” has the meaning set forth in the Preamble hereof;
- 1.1.36 “**Prime Rate**” means the annual rate of interest announced from time to time by the Royal Bank of Canada as being its reference rate then in effect for determining interest rates on commercial loans in Canadian dollars made in Canada to its most credit worthy borrowers by such bank plus seven percent (7%)

- 1.1.37 “**Representatives**” means, with respect to any Person, the affiliates, officers, directors, employees, agents, heirs, executors, trustees and personal representatives of such Person;
- 1.1.38 “**Taxes**” includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever and wheresoever imposed by any Tax Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Tax Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, local, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license agreements, franchise and registration fees and all employment insurance, health insurance and Governmental Authority pension plan premiums or contributions and for greater certainty, all contributions payable under any tax Laws, together with any interest, additions or penalties with respect thereto;
- 1.1.39 “**Tax Authority**” means the Internal Revenue Service of the United States of America, and any other national, state, local, provincial, territorial or other Governmental Authority of any competent jurisdiction responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes;
- 1.1.40 “**Third Party Claim**” means any Claim asserted against an Indemnified Party or the Vendor, that is paid or payable to, or claimed by, any Person who is not a Party or an affiliate of a Party;
- 1.1.41 “**Threatened**” a Claim or other matter will be deemed to have been “Threatened” if any demand or statement has been made (orally or in writing), or any notice has been given (orally or in writing), that would lead a prudent Person to conclude that such a Claim or matter is likely to be asserted, commenced, taken or otherwise pursued in the future;
- 1.1.42 “**Trademark Assignment Agreement**” has the meaning set forth in Section 5.2.1(a); and
- 1.1.43 “**Vendor**” has the meaning set forth in the Preamble hereof.

SCHEDULE 1.1.31
PURCHASED MARK, PURCHASED PATENT AND PURCHASED PRODUCTS

PURCHASED MARK:

FREAKMOUNT

APPLICATIONS AND REGISTRATIONS:

MARK	COUNTRY	REG. NO./SERIAL NUMBER	STATUS
FREAKMOUNT	UNITED STATES OF AMERICA	88469673	REGISTERED

PURCHASED PATENT:

United States Design Patent, Patent no. US D907,027 S, Date of Patent Jan. 5, 2021 (Magnetic Phone Mount)

PURCHASED PRODUCTS:

FREAKMOUNT BILLET
FREAKMOUNT GO PRO MOUNT
FREAKMOUNT (ORIGINAL)
FREAKMOUNT XL

SCHEDULE 4.1 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

4.1.1 *Capacity and No Violation.*

- (a) The Vendor which is a legal Person has been duly incorporated under applicable Laws, is validly subsisting and is in good standing under the Laws of its jurisdiction of incorporation. The Vendor has full corporate or legal power and authority to own and dispose of its assets.
- (b) The Vendor has the requisite capacity and authority to enter into this Agreement and each Closing Document to which it is a party and to perform its obligations hereunder and thereunder.
- (c) The execution and delivery of this Agreement and the execution and delivery of the Closing Documents by the Vendor, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized, to the extent required.
- (d) This Agreement and each of the Closing Documents have been duly executed and delivered by the Vendor and constitute legal, valid and binding obligations, enforceable against the Vendor in accordance with their terms; except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or by general principles of equity (regardless of whether enforcement is sought in equity or at law), including concepts of materiality, reasonableness, unconscionability, good faith and fair dealing.
- (e) The approval of this Agreement and each of the Closing Document to which the Vendor is a party, the execution and delivery by the Vendor of this Agreement and of each of the Closing Document to which the Vendor is a party and the performance by them of their obligations hereunder and thereunder and the completion of the transactions contemplated herein and in the Closing Documents, will not result in:
 - (i) a violation of, default under or breach of, or require any consent to be obtained under or give rise to any termination rights by a third party, payment obligation by the Vendor or rights of a third party the exercise of which would result in any breach or default under any provision of: (i) any Constating Records of the Vendor, (ii) any Contract or permit to which the Vendor is party or by which the Vendor is bound, or by which the Vendor is subject or is the beneficiary (in each such case, in any material respect), (iii) any shareholders' agreement, or (iv) any Laws, or
 - (ii) result in the creation or imposition of any Encumbrance upon the Purchased Assets.

- 4.1.2 *Approvals and Consents.* No consent, approval, notice, order, ruling, authorization, registration, declaration, filing, submission of information, waiver, sanction, license or exemption is necessary or otherwise required to be obtained by the Vendor from any Governmental Authority or Person or pursuant to any Law or any permit or any Contract in connection with the execution and delivery of this Agreement or any Closing Document or the consummation by the Vendor of the transactions contemplated hereby or thereby.
- 4.1.3 *Compliance with Laws.* The Vendor has complied in all material respects with and, to the Knowledge of the Vendor, is not nor has at it ever been, in violation in any respect of any applicable Laws or received any notice, written or verbal, of any material violation or material non-compliance with any applicable Law and, to the Knowledge of the Vendor, there is no basis therefor. There is no investigation, request for information, or other proceeding of any material nature by any Governmental Authority pending or, to the Knowledge of Vendor, Threatened against the Vendor.
- 4.1.4 *Title to Assets.* The Vendor is the legal and beneficial owner of, and has good and marketable title to, the Purchased Assets, free and clear of all Encumbrances. The Vendor has not received in respect of the Purchased Assets any written notice of conflict with the asserted rights of any other Person. There is no agreement, option or other right or privilege outstanding in favor of any Person for the purchase from the Vendor of any of the Purchased Assets (other than the Purchaser's rights under the License Agreement).
- 4.1.5 *Litigation.* There is no Claim or Order pending or, to the Knowledge of the Vendor, Threatened against the Vendor or affecting any of the Purchased Assets or which could affect or prevent the completion of the transactions contemplated herein or the rights of the Purchaser to continue the commercialization of the Purchased Products in the same manner as, to the Knowledge of the Vendor, it was prior to the Closing. To the Knowledge of Vendor, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Claim or Order.
- 4.1.6 *Tax Matters*
- (a) The Vendor has paid, within the prescribed period, all Taxes and instalments of Taxes, which are required to be paid to any Tax Authority pursuant to applicable Law.
 - (b) The Vendor has duly and timely withheld and collected all Taxes required by applicable Law to be withheld or collected by it and has duly and timely remitted to the appropriate Tax Authority all such Taxes as and when required by applicable Law.

- (c) There are no Encumbrances for Taxes upon any of the Purchased Assets.
- (d) There are no proceedings or audits currently underway or, to the Knowledge of the Vendor, any investigations now pending or Threatened against the Vendor in respect of any Tax and there are no matters under discussion, audit or appeal with any Governmental Authority relating to any Tax, which will result in an Encumbrance on the Purchased Assets, or in any way negatively affect the transactions set out herein.
- (e) The Vendor has filed or caused to be prepared and filed all Tax Returns required to be filed by it prior to the Closing Date with the appropriate Governmental Authorities and all such Tax returns continue to be true and correct in all material respects.

4.1.7 *Intellectual Property.*

- (a) The trademark registration and patent registration set forth in Schedule 1.1.31 are the only applications or registrations related to the Purchased Mark or the Purchased Patent owned by the Vendor and there are no pending applications for registration of the Purchased Mark or the Purchased Patent (or any various thereof) in any other jurisdiction filed by or for the benefit of the Vendor. Such registrations are valid and in full force and effect with all filing, issuance, granting, maintenance, annuity and other fees being due and payable in respect thereof, or which would be due and payable within thirty (30) days following the Closing Date, having been paid by the Vendor, and the Vendor has properly filed with or otherwise submitted to the appropriate offices all declarations and other documentation in respect thereof. To the Knowledge of the Vendor, neither the Purchased Mark or the Purchased Patent has been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or loss of enforcement rights of the Purchased Mark or the Purchased Patent. All the true inventors were correctly named in the Purchased Patent application and all statements contained in such application were true, complete and correct as of the date of such application.
- (b) The Vendor owns the Purchased IP, free and clear of all Encumbrances and licenses granted to third Persons (other than the license granted to the Purchaser under the License Agreement).
- (c) All current and former officers, employees, consultants and other independent contractors have either assigned in writing all of their rights in Intellectual Property related to the Purchased IP developed in the course of their work for the Vendor (and waived all moral rights therein

in favour of the Vendor) or such Intellectual Property is owned exclusively by operation of law by the Vendor.

- (d) To the Knowledge of the Vendor, there exists no (i) valid basis for any Claim that the use of any Purchased IP in connection with the Purchased Products violates the rights of any third party; (ii) Claim by any third party currently challenging the registration of the Purchased Mark or the Purchased Patent with respect to the Purchased Products; (iii) any Claims by third parties that the use of the Purchased IP in connection with any goods or services infringe, misappropriate or violate any of their Intellectual Property or other rights; (vi) infringement, misappropriation or unlicensed use of the Purchased Mark or the Purchased Patent in connection with the Purchased Products, nor of any Intellectual Property included in the Purchased IP; (vii) pending dispute regarding the ownership of the Purchased Mark or the Purchased Patent, nor of any Intellectual Property included in the Purchased IP.
- (e) The Vendor has taken all commercially reasonable steps to protect the Vendor's rights in the Vendor's proprietary and/or confidential information and trade secrets or any trade secrets or confidential information of third parties provided to the Vendor used or useful in connection with the Purchased IP and the Purchased Products. To the Knowledge of the Vendor, the trade secrets and other confidential information of the Vendor and forming part of the Purchased IP have not been misappropriated by any person. To the Knowledge of the Vendor, the trade secrets forming part of the Purchased IP will not be adversely impacted simply by virtue of the transactions contemplated by this Agreement.

4.1.8 *Material Facts Disclosed.* No representation or warranty in this Agreement contains any untrue statement of a material fact and the representations and warranties contained in this Agreement do not omit to state any material fact necessary to make any of the representations or warranties contained herein not misleading. Without limiting the foregoing, the Vendor is not aware of any change, event or occurrence that has taken place or is pending that causes, or in the future could cause, a material adverse change of, or which could materially increase the costs incurred in operating the business of the Purchaser subsequent to the date hereof (including any pending or present change in any applicable Law or other requirement, including the obtaining or maintenance of permits or approvals).

SCHEDULE 4.2
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.2.1 *Organization*

- (a) The Purchaser has been duly constituted under applicable Laws, is validly subsisting and in good standing under the Laws of its jurisdiction of constitution.

4.2.2 *Authority and No Violation*

- (a) The Purchaser has the requisite power and authority to enter into this Agreement and each Closing Document and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Purchaser and of each Closing Document and the consummation by it of the transactions contemplated by this Agreement and each Closing Document have been duly approved.
- (b) This Agreement and each Closing Document to which it is a party have been duly executed and delivered by the Purchaser and constitute legal, valid and binding obligations, enforceable against it in accordance with their terms.
- (c) The approval of this Agreement and each Closing Document, the execution and delivery by the Purchaser of this Agreement and each Closing Document and the performance by the Purchaser of its obligations hereunder and thereunder and the completion of the transactions contemplated herein and thereby, will not result in a violation of, default under or breach of, require any consent to be obtained under or give rise to any termination rights by a third party, payment obligation or rights of a third party under any provision of its certificate of incorporation, articles, by-laws or other charter documents or any agreement with a shareholder.

SCHEDULE 5.2.1(A)**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated July 1, 2021, is entered into by and between DONALD HALPERN ("**Assignor**"), residing at 17 W. Third Ave. #213, Columbus, OH 43201 and ENTREPRISES NOLK INC., a Quebec corporation ("**Assignee**"), with a principal place of business at 1127 rue Marie-Victorin, Saint-Bruno-de-Montarville (Quebec) J3V 0B3 Canada, each individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, Assignor is the owner of the registered trademark listed on Schedule 1, attached hereto (the "**Assigned Mark**").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Mark and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Mark, together with the goodwill of the business symbolized by said Assigned Mark, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Mark in the United States and throughout the world in the sole name of Assignee, its successors and assigns. I hereby authorize and request the Commissioner for Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks on applications as foresaid, to issue all certificates of trademark registrations for Assigned Trademark to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Mark.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

Section 7. Language. The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

DocuSigned by:

Donald M. Halpern

DONALD HALPERN

ENTREPRISES NOLK INC.

DocuSigned by:

Alexandre Renaud

By:

Name: Alexandre Renaud

Title: CEO

SCHEDULE 1

Trademark Registration

Mark	Country	Serial No.	Reg. No.	Reg. Date
FREAKMOUNT	United States of America	88469673	5949012	December 31, 2019

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Assignment**"), dated July 1, 2021, is entered into by and between DONALD MITCHELL HALPERN ("**Assignor**"), residing at 17 W. Third Ave. #213, Columbus, OH 43201 and ENTREPRISES NOLK INC., a Quebec corporation ("**Assignee**"), with a principal place of business at 1127 rue Marie-Victorin, Saint-Bruno-de-Montarville (Quebec) J3V 0B3 Canada, each individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, Assignor is the owner of the registered United States Design Patent listed on Schedule 1, attached hereto (the "**Assigned Patent**").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Patent and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Patent and all non-provisional, extensions, divisionals, continuations, renewals and reissues thereof, and all rights of priority under International Conventions and application for Letters Patent which may hereafter be filed for said design and Assigned Patent in any country or countries foreign to the United States, and all Letters Patent which may be granted for said design and Assigned Patent in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and including all rights to publish cautionary notices reserving ownership of the said design and Assigned Patent and all rights to register the said design and Assigned Patent in appropriate registries and the exclusive right to enforce the Assigned Patent in the United States and throughout the world in the sole name of Assignee, its successors and assigns. I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as foresaid, to issue all Letters Patent for said design and Assigned Patent to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Patent.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

Section 7. Language. The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

DocuSigned by:

Donald M. Halpern

222FEC759597444

DONALD MITHCELL HALPERN

ENTREPRISES NOLK INC.

DocuSigned by:

Alexandre Renaud

By:

41AFAA407AE21B5

Name: Alexandre Renaud

Title: CEO

SCHEDULE 1

Assigned Patent

United States Design Patent, Patent no. US D907,027 S, Date of Patent Jan. 5, 2021 (Magnetic Phone Mount)