508286195 12/15/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8333384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITIES PURCHASE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
1978 VOLARE, INC.	01/28/2022
THE "ACCORD" TRUST	01/28/2022
CHRISTIAN HUNT	01/28/2022

RECEIVING PARTY DATA

Name:	ASPEN ACQUISITION, LLC
Street Address:	6481 OAK CANYON
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
Name:	ASPEN HOLDING, LLC
Street Address:	6481 OAK CANYON
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29692714

CORRESPONDENCE DATA

Fax Number: (714)546-9035

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.

Phone: 7146415100 Email: jngo@rutan.com

Correspondent Name: RUTAN & TUCKER, LLP

Address Line 1: 18575 JAMBOREE ROAD, 9TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: COMFORTRAC-29692714	
NAME OF SUBMITTER:	WILLIAM W. SCHAAL, REG. NO. 39018
SIGNATURE:	/William W. Schaal/

PATENT 508286195 REEL: 066034 FRAME: 0830

DATE SIGNED: 12/15/2023

Total Attachments: 88

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SECURITIES PURCHASE AGREEMENT

BY AND AMONG

ASPEN ACQUISITION, LLC,

1978 VOLARE, INC.,

ASPEN HOLDINGS, LLC SOLELY FOR THE PURPOSES OF SECTION 2.7(E) AND, SOLELY WITH RESPECT THERETO, ARTICLE 9,

CHRISTIAN HUNT,

AND

THE "ACCORD" TRUST

DATED AS OF JANUARY 28, 2022

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of January 28, 2022, is by and among Aspen Acquisition, LLC, a Delaware limited liability company ("Buyer"), solely for purposes of Section 2.7(e) and, solely with respect thereto, Article 9, Aspen Holdings, LLC, a Delaware limited liability company ("Parent"), 1978 Volare, Inc., a Delaware corporation ("Direct Seller"), Christian Hunt ("Hunt"), the "ACCORD" Trust (the "Trust", and collectively with Hunt, the "Indirect Sellers"). The Direct Seller and the Indirect Sellers may be collectively referred to herein as the "Sellers" and each, a "Seller".

RECITALS

- A. As of at least three (3) Business Days prior to the date hereof, Hunt directly held 100% of the issued and outstanding shares of capital stock of ComforTrac, Inc., a Virginia corporation (the "Predecessor Company" and such shares, the "Predecessor Company Shares").
- B. As of at least two (2) Business Days prior to the date hereof, Hunt (a) formed Direct Seller, and (b) then contributed, all of the Predecessor Company Shares to Direct Seller (the "Contribution").
- C. Following the Contribution and on and effective as of and on the date of the Contribution, the Hunt caused Direct Seller to file an election to treat the Predecessor Company as a "qualified subchapter S subsidiary" of Direct Seller as that term is defined in Section 1361(b)(3)(B) of the Code (and any comparable provision of applicable state and local income tax Law) (the "Election"). The Contribution and the Election are intended to be transactions described in IRS Revenue Ruling 2008-18.
- D. Following the Contribution and Election Hunt transferred 16.41% of his equity interests in Direct Seller to the Trust.
- E. Following the effective date of the Election and as of at least one (1) Business Day prior to the date hereof, the Indirect Sellers caused Direct Seller to convert the Predecessor Company into a Delaware limited liability company (the "Company", and such conversion, the "Conversion"). Unless the context clearly indicates otherwise, any reference in this Agreement to the Company includes a reference to the Predecessor Company. The transactions contemplated by Recitals B, C, D and E are collectively referred to herein as the "Reorganization".
- F. As of immediately prior to the Closing, (i) the Indirect Sellers hold 100% of the issued and outstanding capital stock of Direct Seller and (ii) Direct Seller holds 100% of the issued and outstanding limited liability company interests of the Company (the "Securities").
- G. Direct Seller desires to sell to Buyer, and Buyer desires to purchase from Direct Seller, free and clear of any and all Liens, the Securities.
- H. The Indirect Sellers, through their indirect ownership of the Company, will derive substantial benefit from the consummation of the transactions contemplated hereby. Buyer has

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conditioned its willingness to enter into the transactions contemplated hereby upon its receipt of the representations, warranties, covenants and agreements of the Indirect Seller contained herein, and such representations, warranties, covenants and agreements of the Indirect Seller are a material inducement to Buyer to enter into the transactions contemplated hereby.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 <u>Definitions</u>. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.1.

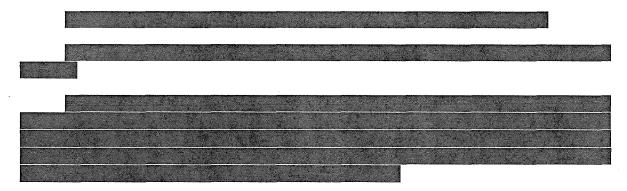
"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. As used herein, the term "control" means: (i) the power to vote at least ten percent (10%) of the voting power of a Person, or (ii) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such a Person, whether through ownership of voting securities, by contract or otherwise.

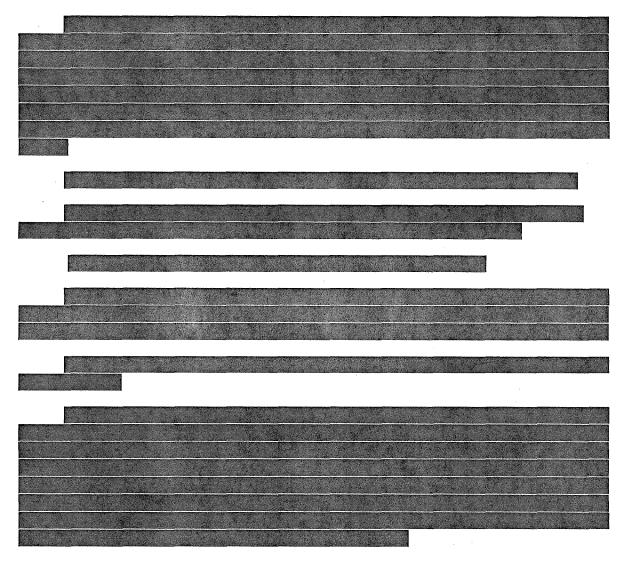
"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or analogous combined, consolidated or unitary group defined under state, local or foreign Income Tax Law).

"Business" means the development, design, manufacture, assembly, engineering, marketing, distribution and sale of cervical and lumbar traction devices.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks located in New York, New York are authorized or required by Law to close.

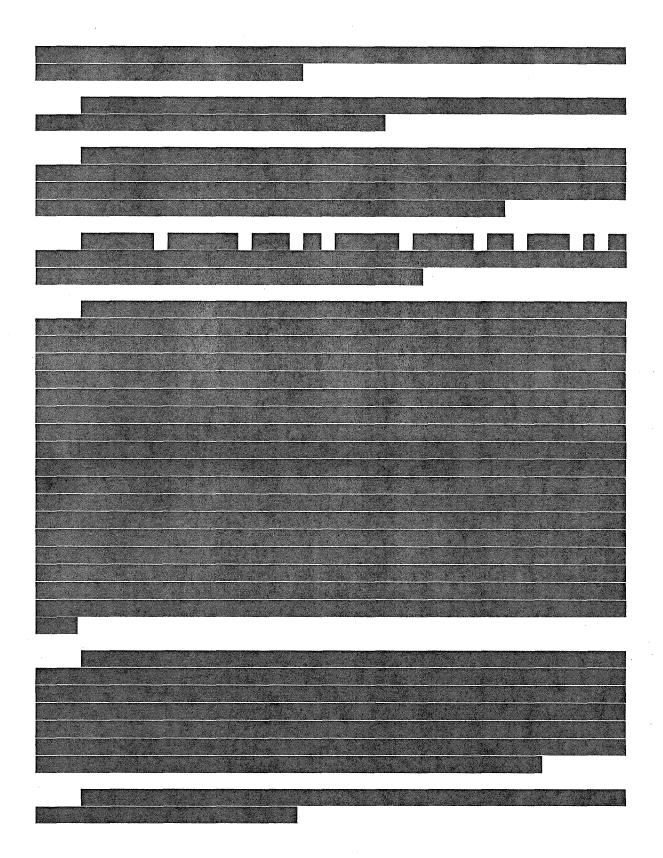
"Buyer Indemnified Parties" means, Buyer, the Company and Buyer's Affiliates other than the Company, and their respective equity holders, directors, managers, officers, employees and independent contractors.



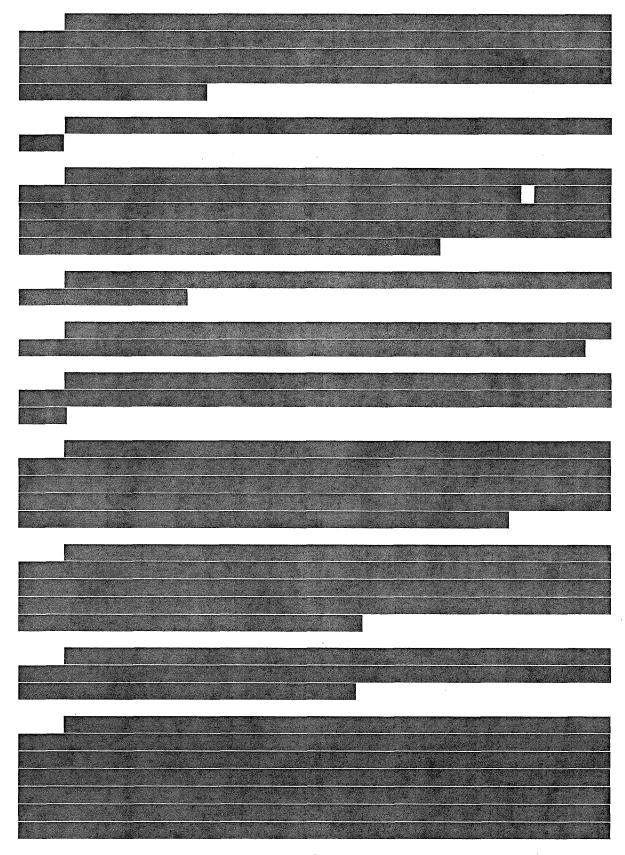


"Confidential Information" means all information (whether or not specifically labeled or identified as "confidential"), in any form or medium, of the Company or their respective customers, suppliers, distributors or other business relations, including all information concerning finances, customer information, supplier information, products, services, prices, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property, designs, specifications, documentation, components, source code, object code, schematics, drawings, protocols and processes. Confidential Information shall not include any information that is or becomes generally known to and available for use by the public other than as a result of any acts or omissions of any Seller or any of its Affiliates.

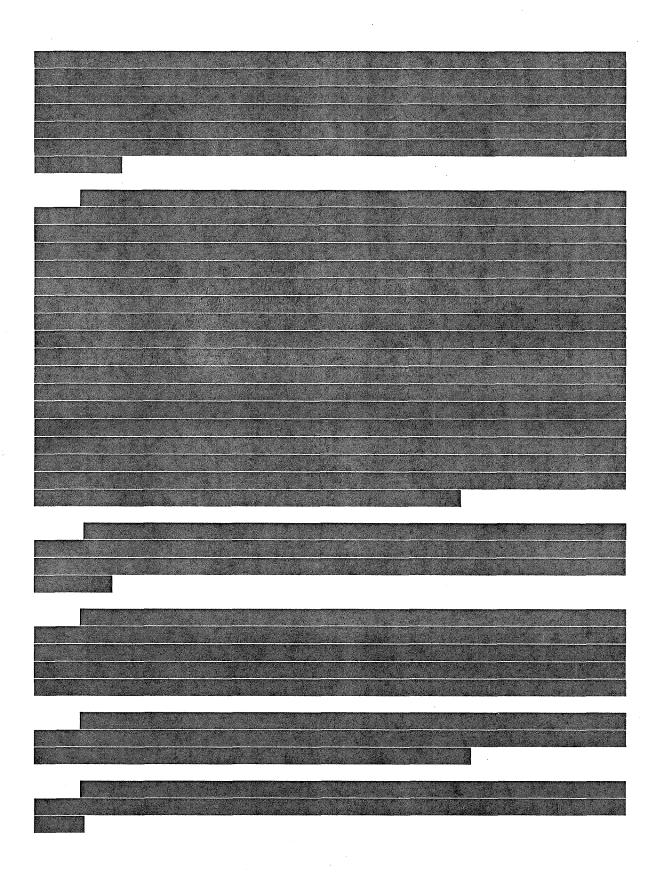




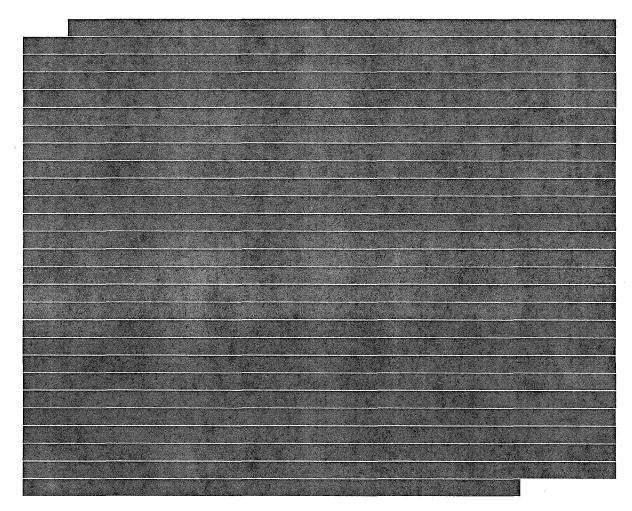
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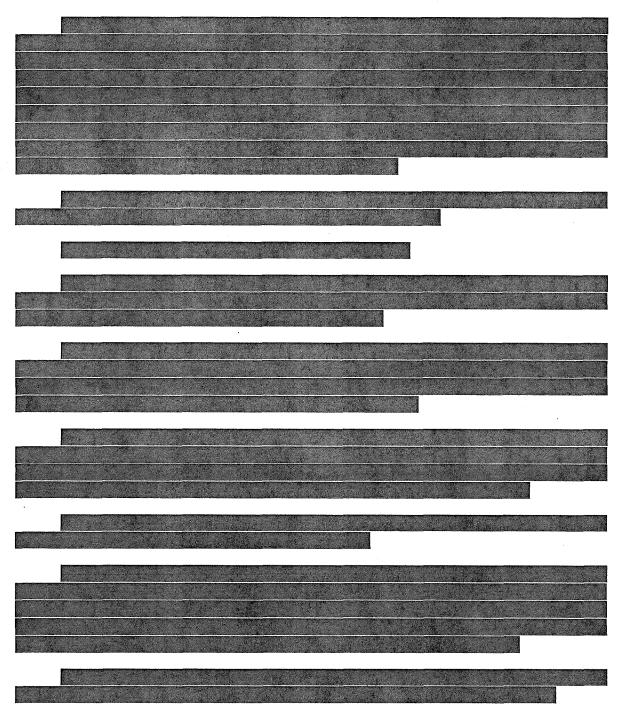
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"Information Technology" means the information technology, computers, computer systems, firmware, middleware, servers, workstations, routers, hubs, Internet websites, data, databases, software programs, source code and object code, and user manuals owned by, leased by or licensed to the Company.

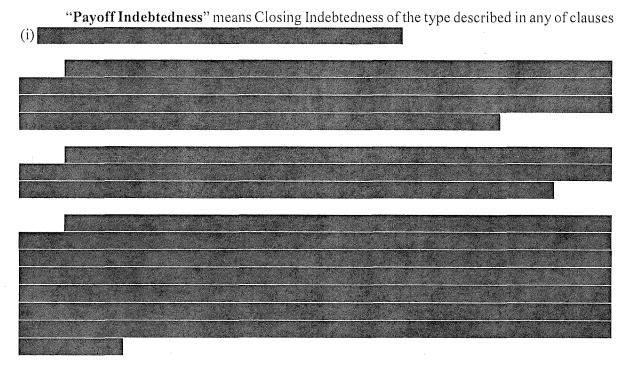
"Intellectual Property" means, collectively, in the United States and all countries or jurisdictions foreign thereto, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all Patents, (ii) all Trademarks, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all moral rights and copyrights in any work of authorship (including catalogues and related copy, databases, software, and mask works) and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including confidential ideas, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) all websites, computer software and firmware (including source code, executable code, data, databases, user interfaces, algorithms and related documentation) (collectively, "Software"), (vi) all other proprietary and intellectual property rights, (vii) all copies and tangible embodiments of any of the foregoing (in whatever form or

medium), (viii) the exclusive right to display, reproduce, make, use, sell, distribute, import, export and create derivative works or improvements based on any of the foregoing and (ix) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.



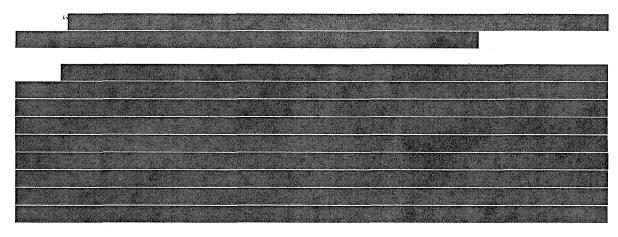
"Party" means any party to this Agreement.

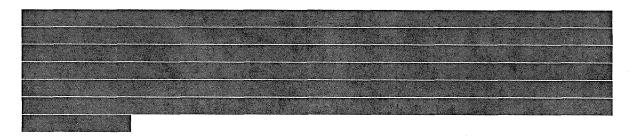
"Patents" means all letters patent and pending applications for patents of the United States and all countries and jurisdictions foreign thereto and all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, and extensions thereof.



"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation or other entity or any Governmental Authority.

"Personal Information" means (a) information that can be used, directly or indirectly, to identify, describe, or locate a natural person, device, or household, and/or (b) is otherwise considered "personally identifiable information," "personal information," or "personal data" under applicable Law.





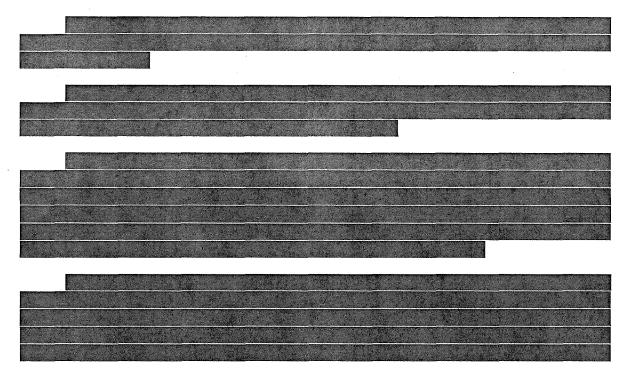
"Privacy Policies" means each external or internal, past or present, training, manual, policy, notice, and/or statement or documents relating to Personal Information, including privacy policies and terms of use.

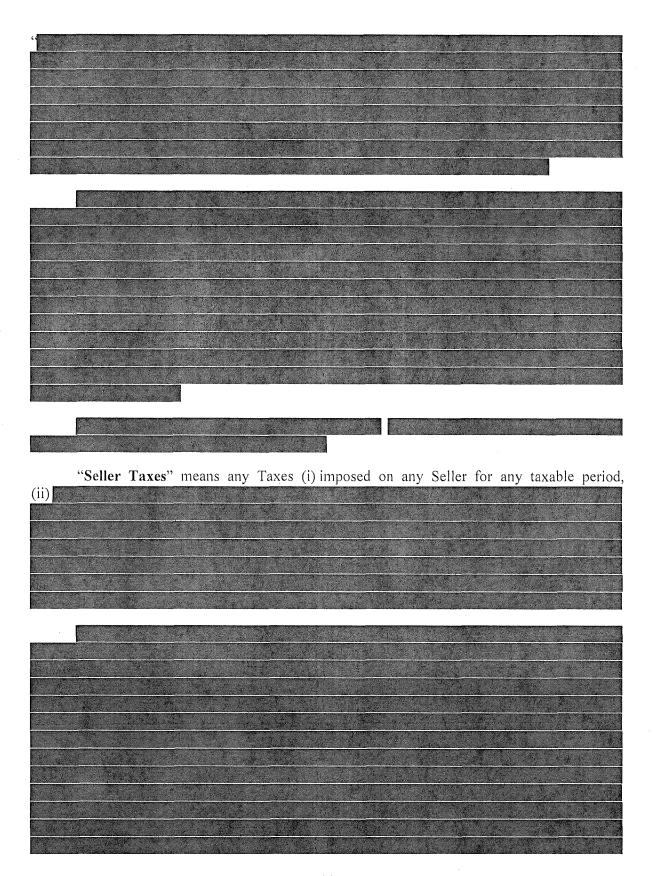
"Proceeding" means any suit, action, litigation, hearing, inquiry, examination, demand, proceeding, arbitration, mediation, claim, charge, investigation or audit.

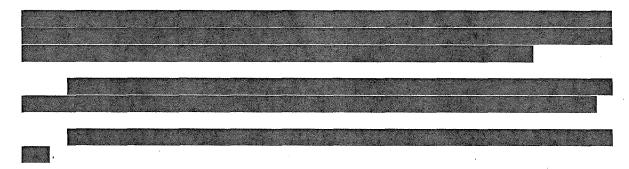
"Process" or "Processing" means any operation or set of operations which is performed on Personal Information, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination or combination of such Personal Information.

"Related Party" means each Seller, each director, manager or officer of the Company, each family member of any Seller or any director, manager or officer of the Company, each trust for the benefit of any of the foregoing, and each Affiliate of any of the foregoing (other than the Company).

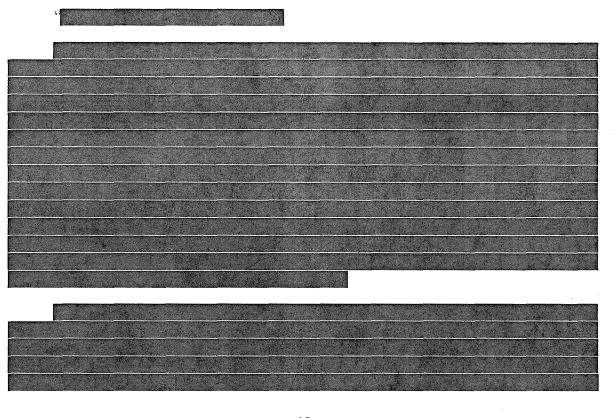
"Related Party Transaction" means any Contract, arrangement or transaction between the Company, on the one hand, and any Related Party, on the other hand.



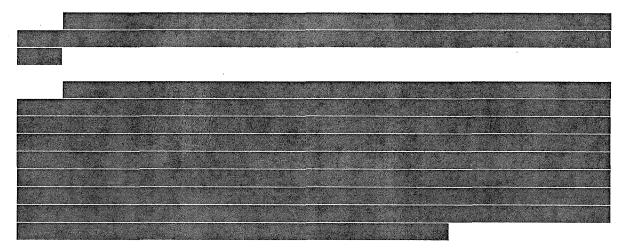




"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association, or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity.



"Trademarks" mean, in the United States and all countries and jurisdictions foreign thereto, registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, registered trade names and unregistered trade names, corporate names, fictitious names, trade dress, logos, slogans, Internet domain names, rights in telephone numbers, and other indicia of origin, together with all translations, adaptations, derivations, combinations and renewals thereof.

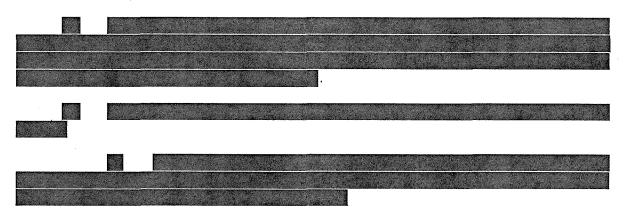


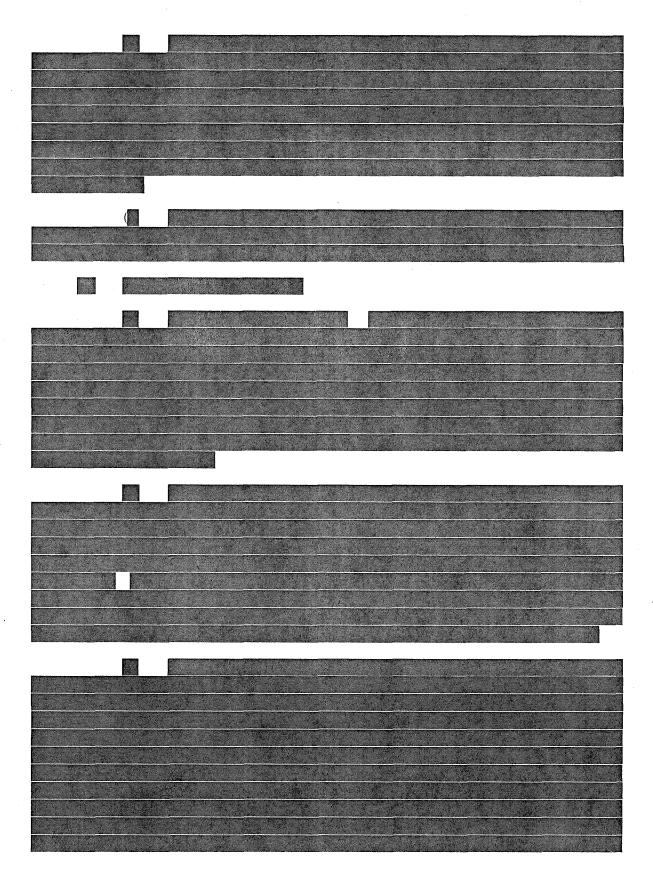
"Treasury Regulations" means the Treasury Regulations promulgated under the Code.

"U.S." or "United States" means the United States of America.

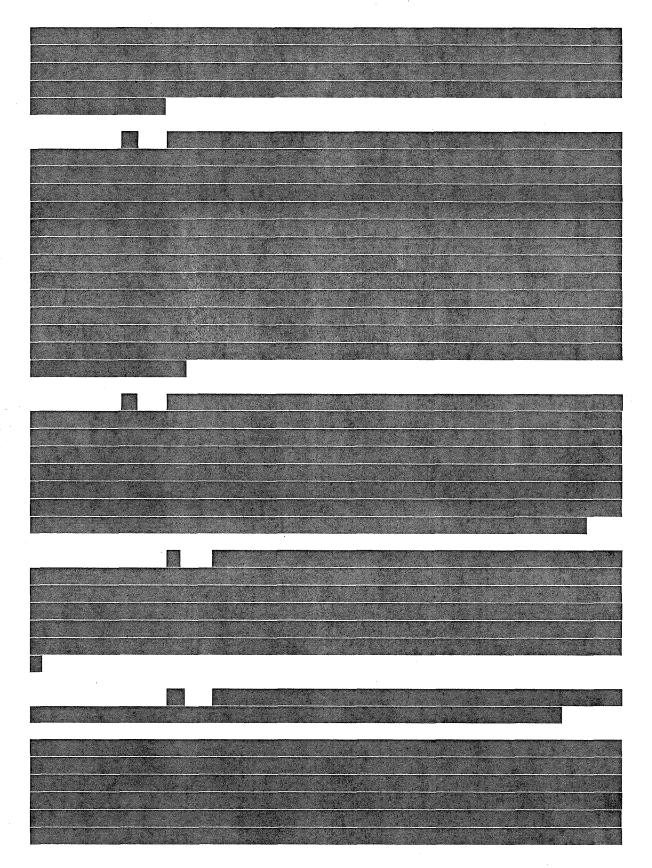
ARTICLE 2 PURCHASE AND SALE

2.1 <u>Purchase and Sale</u>. Subject to the terms and conditions set forth herein, at the Closing, Direct Seller hereby agrees to sell, assign, transfer, convey and deliver to Buyer all right, title and interest in the Securities, free and clear of any and all Liens, and Buyer hereby agrees to acquire from Direct Seller all right, title and interest in the Securities, free and clear of any and all Liens.

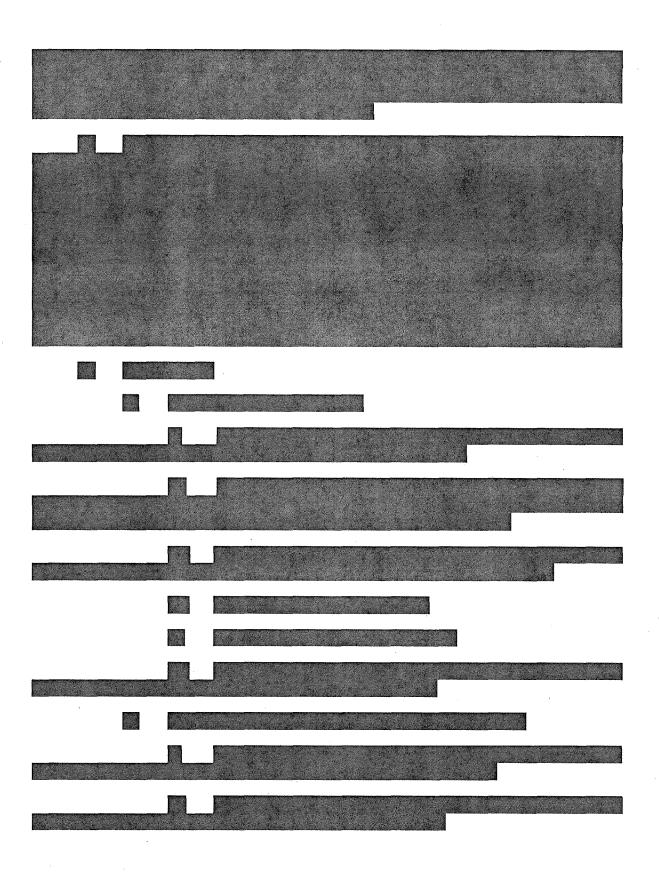




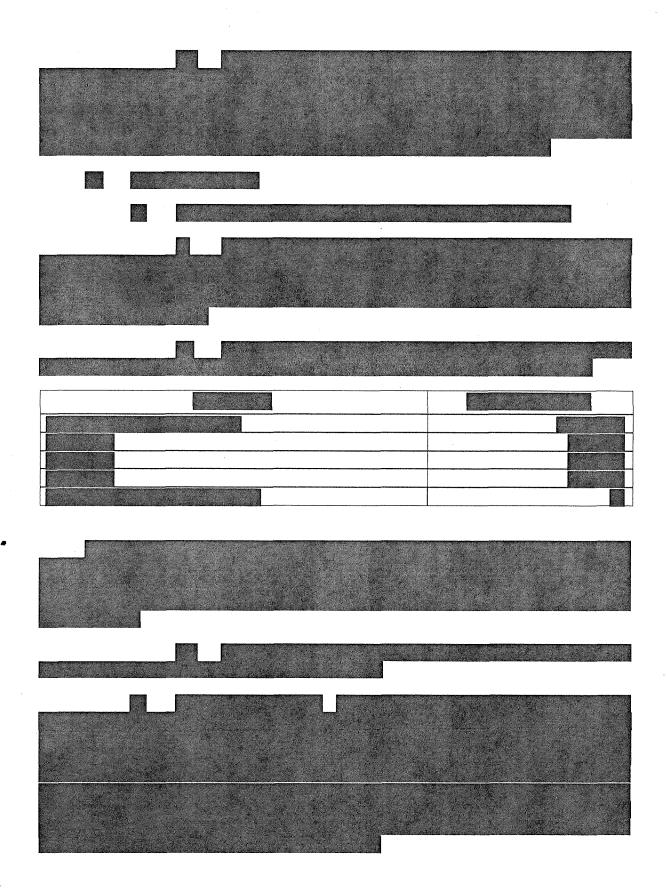
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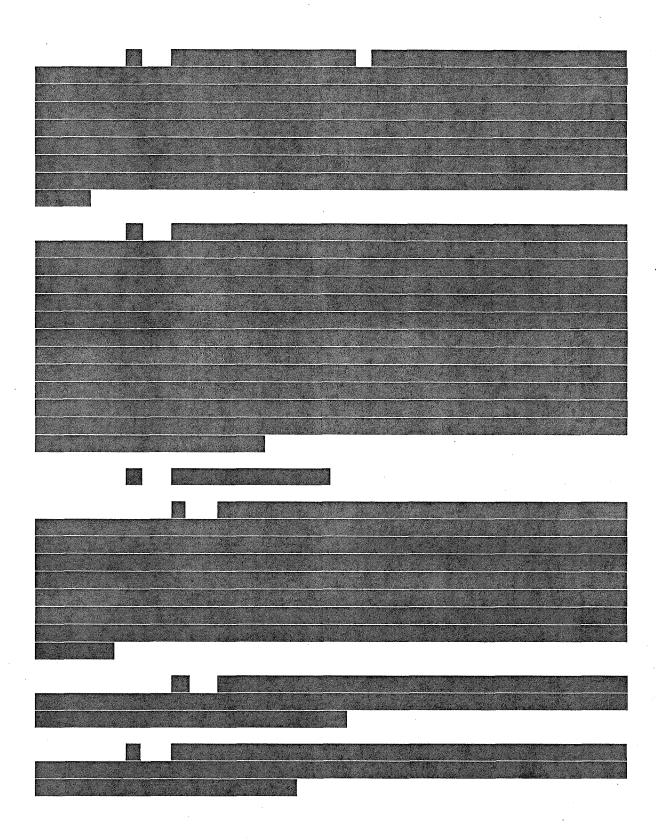
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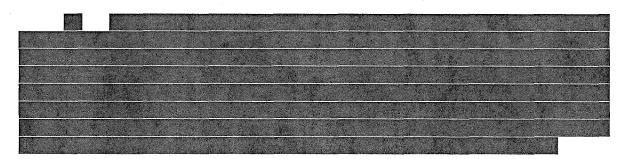


ARTICLE 3 REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SELLERS

As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each Seller hereby represents and warrants to Buyer as of the date hereof as follows:

3.1 <u>Authorization</u>.

- (a) Direct Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being conducted. Direct Seller is not duly qualified or otherwise authorized as a foreign entity to transact business in any jurisdiction other than the State of Delaware, which is the only jurisdiction in which the nature of Direct Seller's business or assets requires it to so qualify. Complete and correct copies of the charter documents, bylaws or similar organizational documents of Direct Seller and all amendments thereto have been made available to Buyer.
- (b) Such Seller has all requisite capacity, power and authority to execute, deliver and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party. The execution and delivery of this Agreement and the Transaction Documents to which such Seller is party, the performance by such Seller of its obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized, and no other proceeding on the part of such Seller is necessary. This Agreement and the Transaction Documents to which such Seller is party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligation of such Seller, enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the availability of equitable remedies.



3.3 <u>Consents and Approvals</u>. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Authority or other Person is required to be made or obtained by such Seller in connection with the authorization, execution, delivery and performance of this Agreement and the Transaction Documents, or the consummation of the transactions contemplated hereby and thereby.

- 3.4 <u>No Violation</u>. The execution, delivery and performance by such Seller of this Agreement and the Transaction Documents to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby will not:
- (a) result in the breach of any of the terms or conditions of, or constitute (with or without notice or lapse of time or both) a default under or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under, or otherwise affect any rights of any Seller under, any mortgage, note, bond, indenture, contract, agreement, license or other instrument or obligation of any kind or nature, in any case whether written or oral, by which any Seller or any of its assets may be bound or affected;
 - (b) violate any Law; or
- (c) as to the Direct Seller, violate any provision of the charter documents, bylaws or similar organizational documents of Direct Seller.



3.6 <u>Litigation</u>. There are no Proceedings pending or, to such Seller's Knowledge, threatened against or affecting such Seller or the Company that seek to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby.

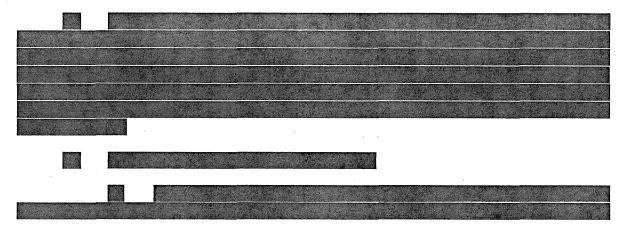
ARTICLE 4 REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COMPANY

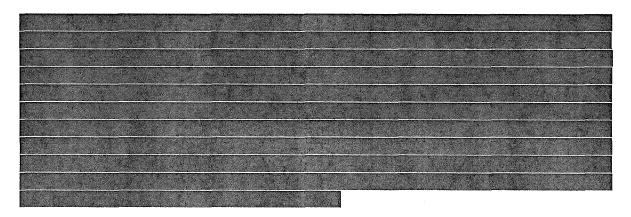
As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each Seller hereby represents and warrants to Buyer as of the date hereof as follows:

- 4.1 Authorization; Organization; Good Standing. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being conducted. The Company is duly qualified or otherwise authorized as a foreign entity to transact business in the Commonwealth of Virginia, which is all of the jurisdictions in which the nature of such Person's business or assets requires such Person to so qualify. Complete and correct copies of the certificate of formation, limited liability company agreement or similar organizational documents of the Company and all amendments thereto have been made available to Buyer.
- 4.2 <u>Capitalization</u>. Hunt owned 100% of the issued and outstanding Equity Securities of the Preceding Company immediately prior to the consummation of the Reorganization and, Indirect Sellers currently own, and since the Reorganization have owned, 100% of the issued and outstanding Equity Securities of the Direct Seller. Direct Seller owns 100% of the Securities. All

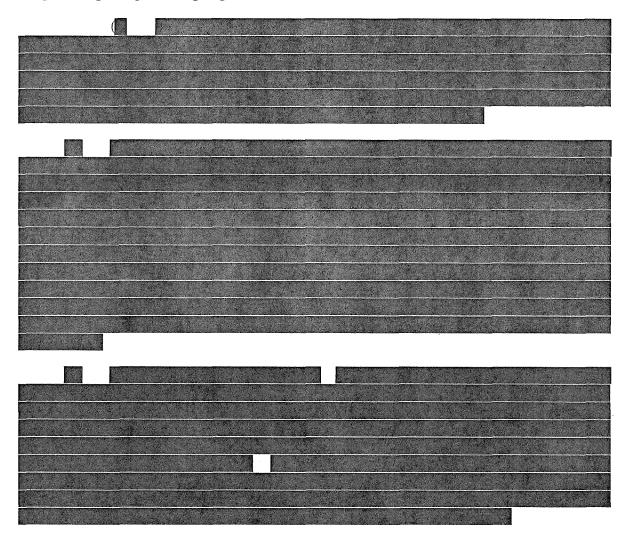
of the outstanding Equity Securities of the Company (both before and after the Reorganization) have been validly issued and, if applicable, are fully paid and non-assessable. The Company (both before and after the Reorganization) does not own or otherwise hold, directly or indirectly, any Equity Security in any Person. The Company is not subject to any obligation (contingent or otherwise) to redeem, repurchase or otherwise acquire or retire any of its Equity Securities. There are no voting agreements, voting trusts or other agreements, commitments or understandings with respect to the voting or transfer of Equity Securities of the Company. The Company has not violated any applicable federal or state securities Laws in connection with the offer, sale or issuance of any of its Equity Securities. No Equity Securities of the Company are subject to, or have been issued in violation of, preemptive or similar rights.

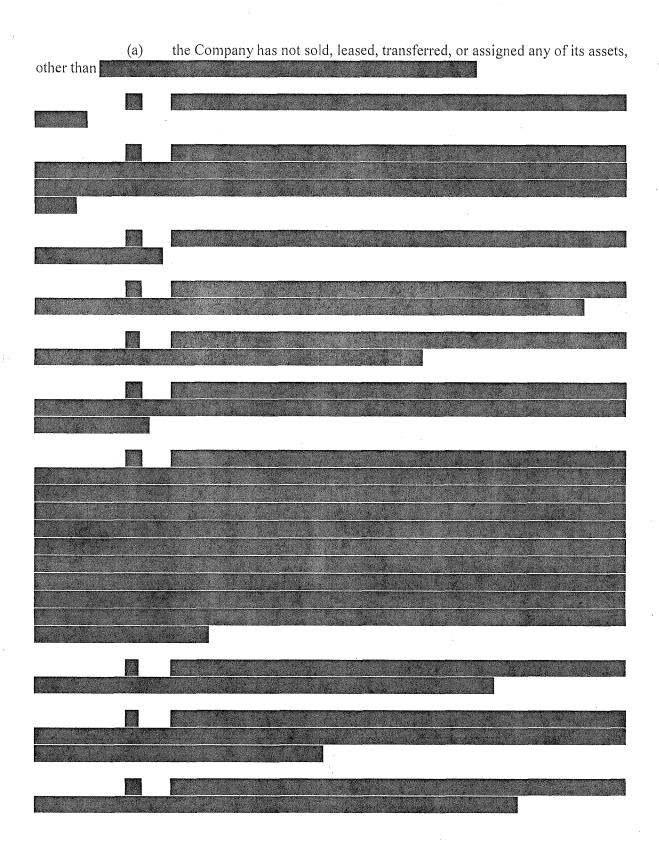
- 4.3 <u>Consents and Approvals</u>. Except as set forth on Schedule 4.3, no consent, approval, order or authorization of, or registration, declaration, application to or filing with, or notice to, any Governmental Authority or other Person is required to be made or obtained by the Company in connection with the authorization, execution, delivery and performance by Sellers of this Agreement or any Transaction Document, or the consummation of the transactions contemplated hereby and thereby.
- 4.4 <u>No Violation</u>. Except as set forth on **Schedule 4.4**, the execution, delivery and performance by Sellers of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not:
- (a) result in the breach of any of the terms or conditions of, or constitute (with or without notice or lapse of time or both) a default under or an event which would give rise to any right of notice, modification, acceleration, payment, cancellation or termination under, or in any manner release any party thereto from any obligation under, or otherwise affect any rights of the Company under, any Contract;
 - (b) violate any Law;
- (c) violate any provision of the certificate of formation, limited liability company agreement or similar organizational documents of the Company; or
- (d) result in the creation or imposition of any Lien upon any Securities or the Assets.

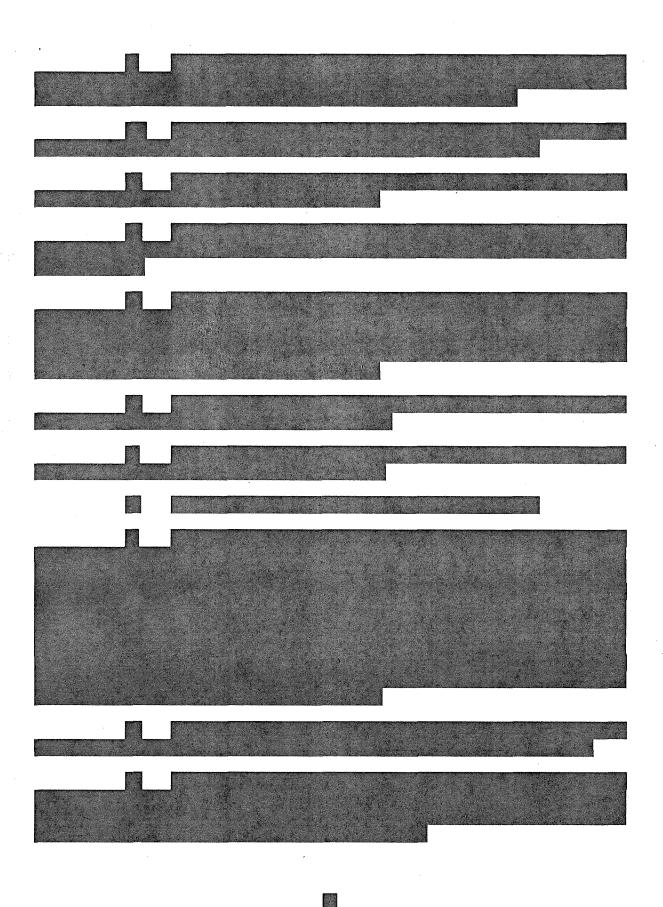




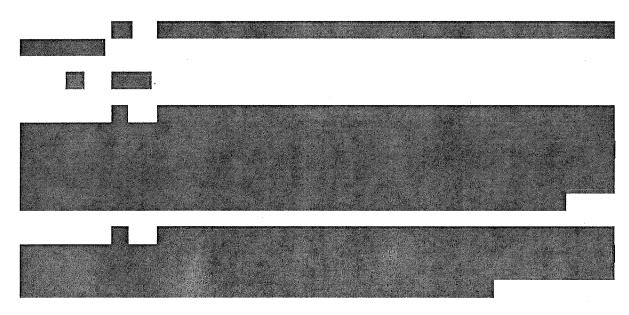
(a) To the Knowledge of the Company, the Company has not, in the last five (5) years, (x) engaged or participated in any illegal act or fraud, whether or not material, that involves the management of the Company or (y) identified or been made aware of any claim or allegation regarding the foregoing.





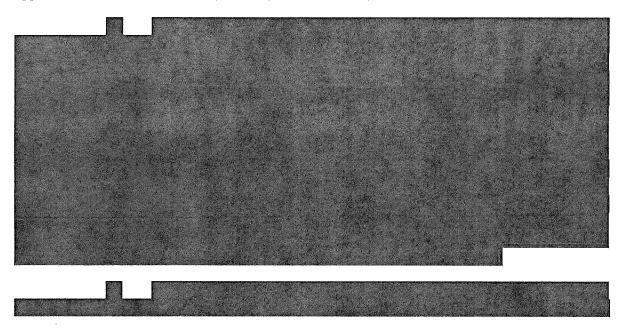


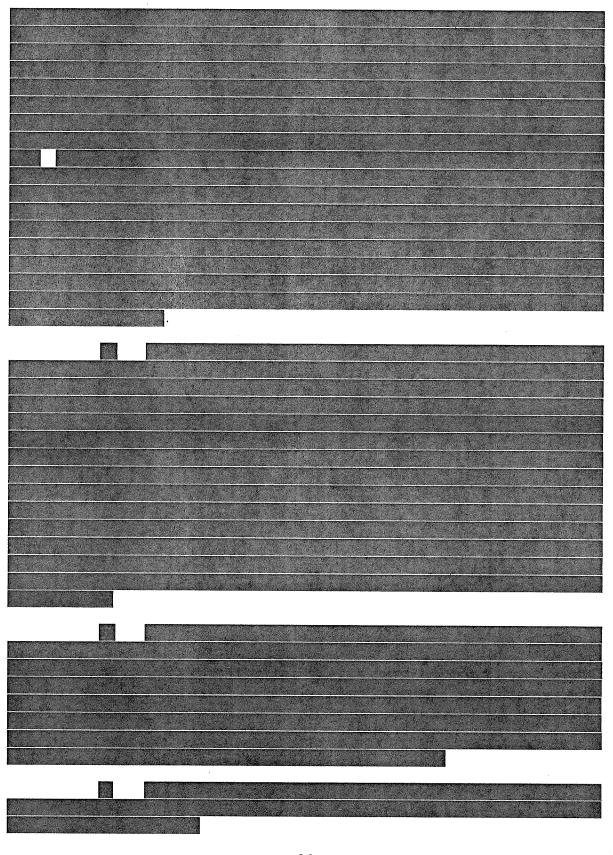
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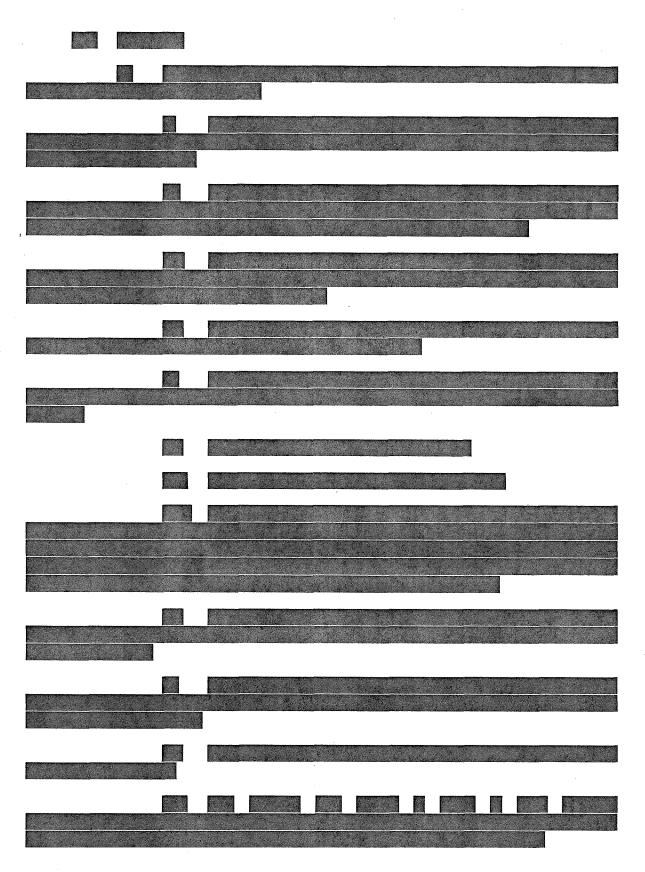
4.10 Proprietary Rights.

(a) Schedule 4.10(a) contains a true, complete and accurate description and list of all (i) patented or registered Intellectual Property owned or held by or exclusively licensed to the Company, (ii) pending patent applications and applications for other registrations of Intellectual Property owned or held by or exclusively licensed to the Company, (iii) any unregistered Trademark or copyright that is owned or held by or exclusively licensed to the Company and material to the conduct of the Company's business as presently conducted or contemplated to be conducted and (iv) all Internet domain names used by or registered by or on behalf of the Company (indicating for each of (i) and (ii) the owner or holder of such Intellectual Property or an exclusive license thereto, applicable jurisdiction, registration number (if registered), application number, date issued (if issued) and dated filed).

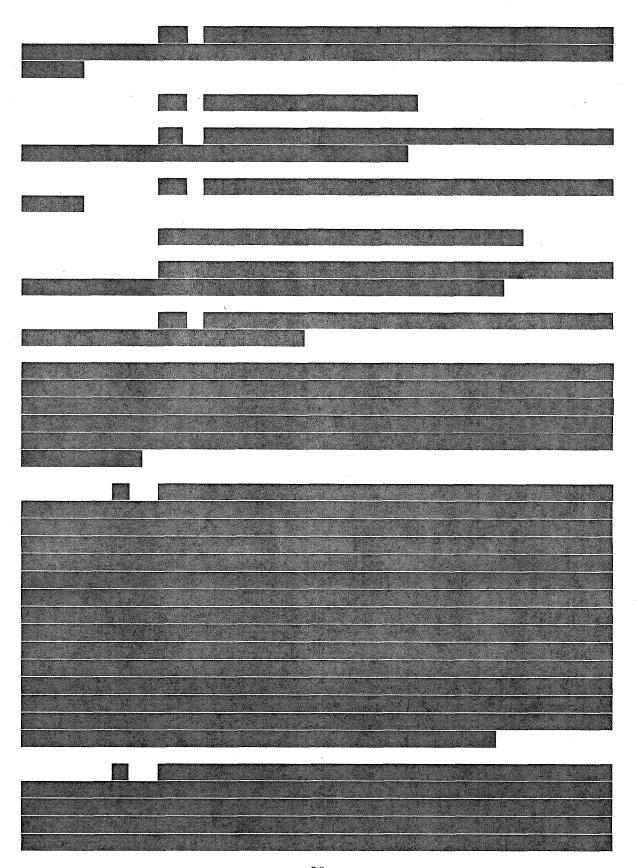




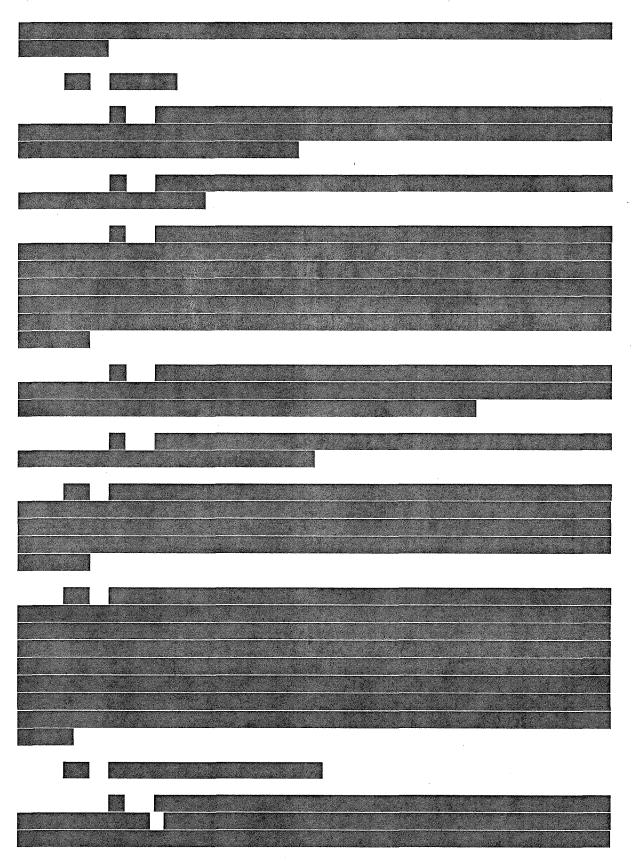
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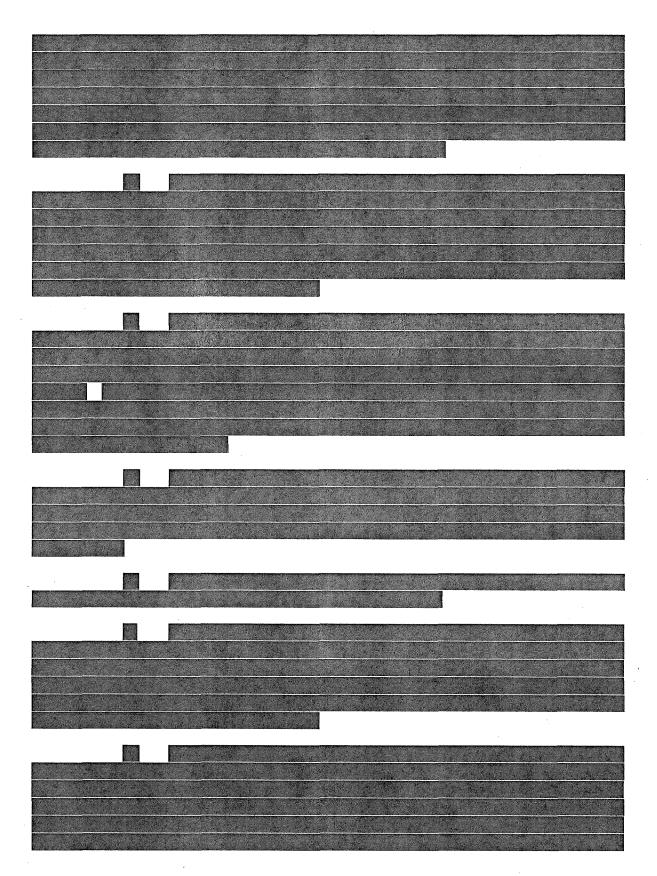
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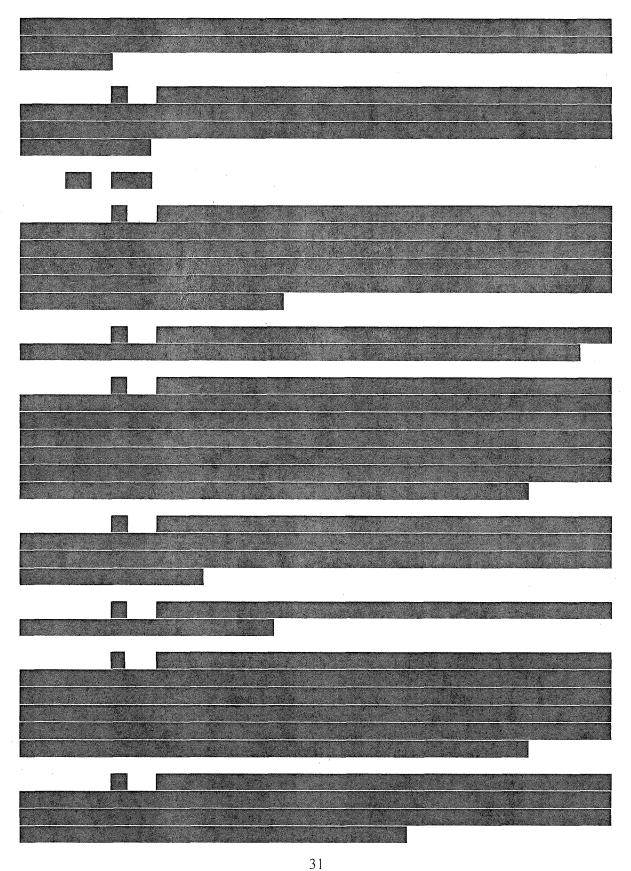
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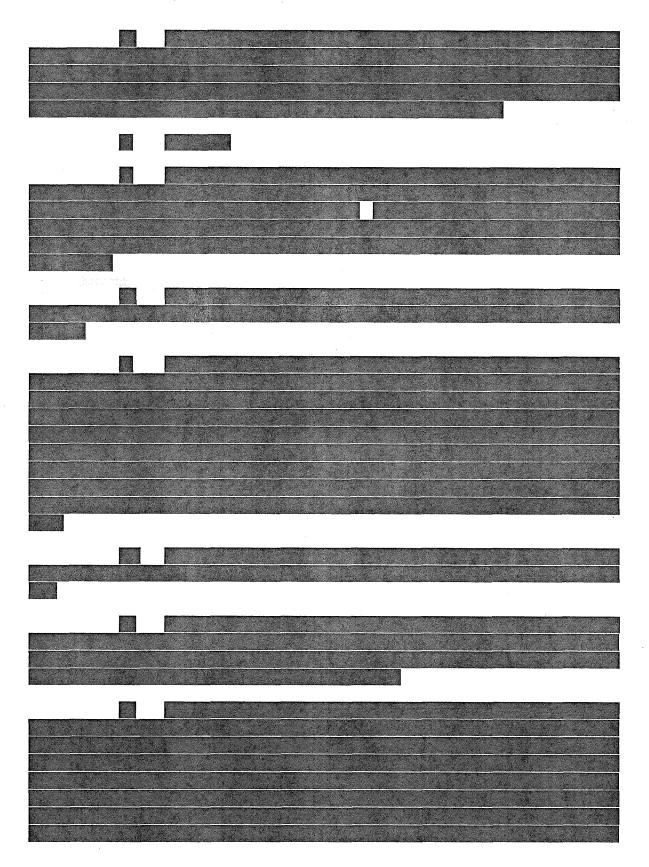


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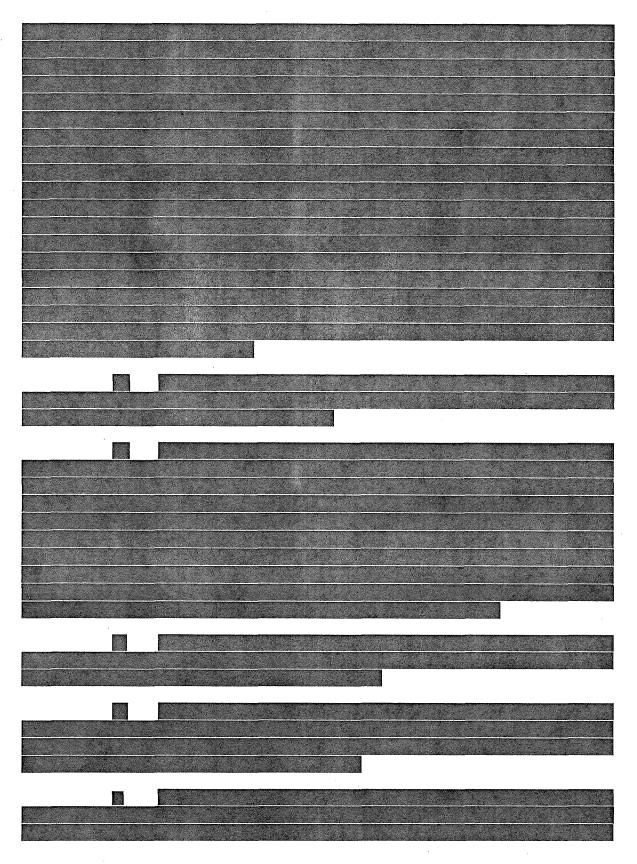


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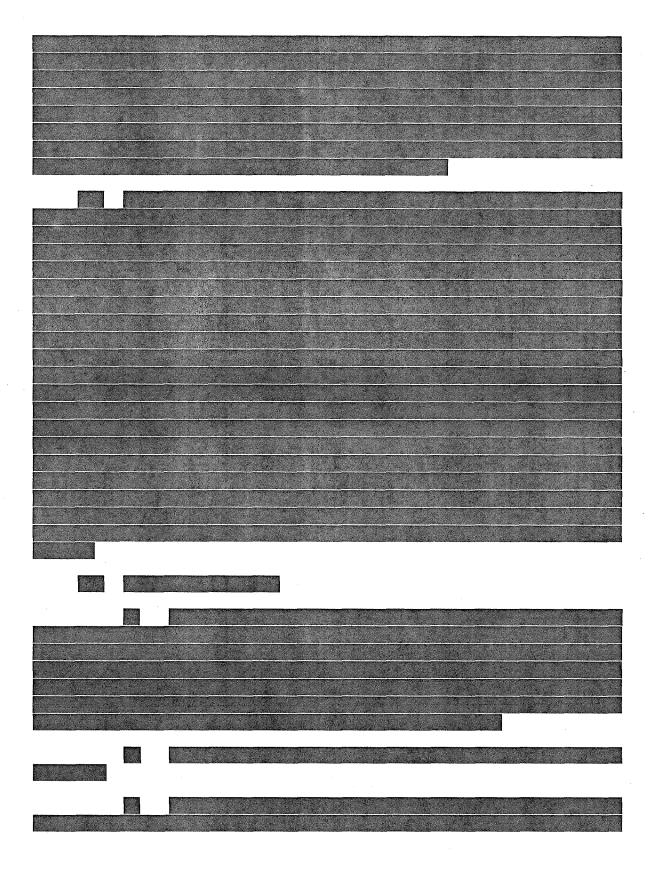




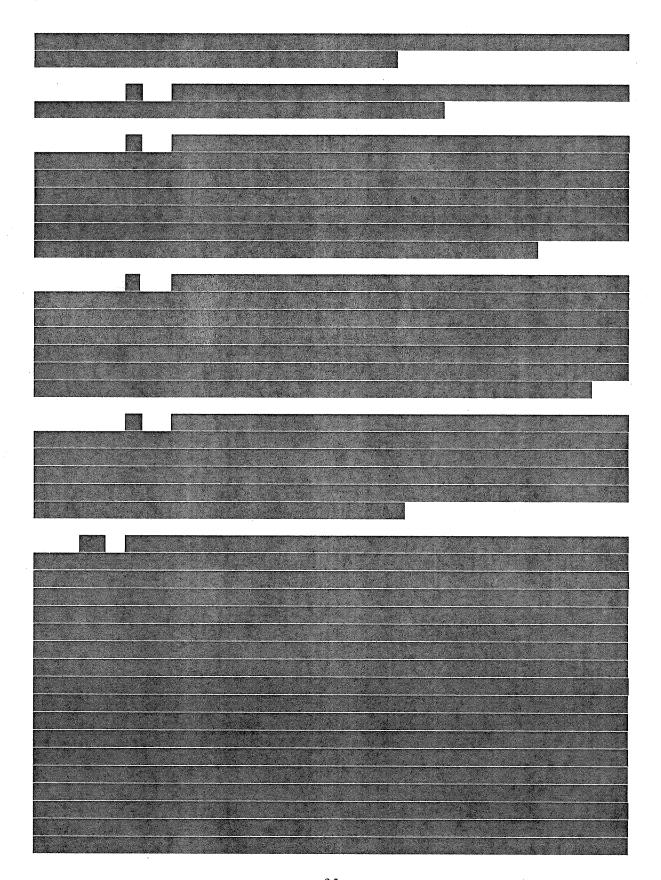
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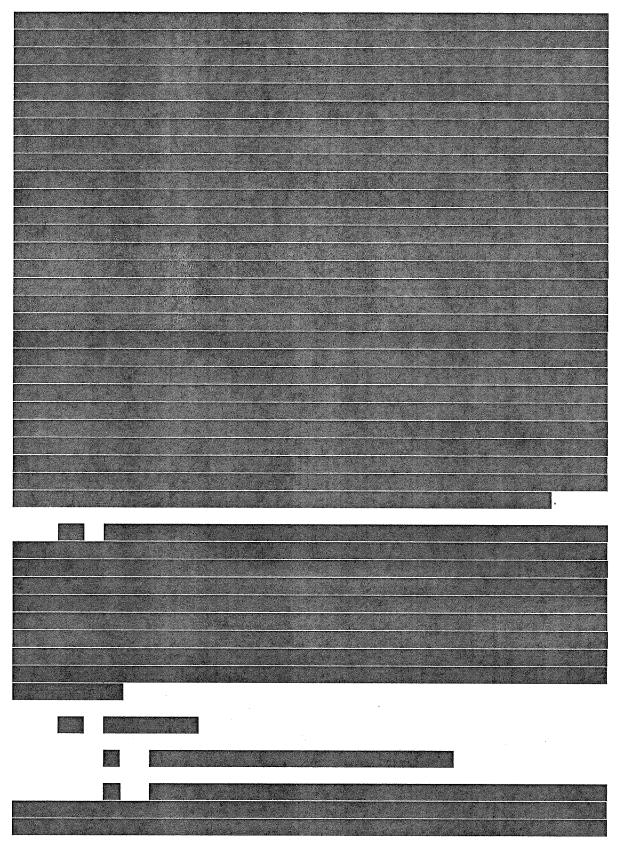
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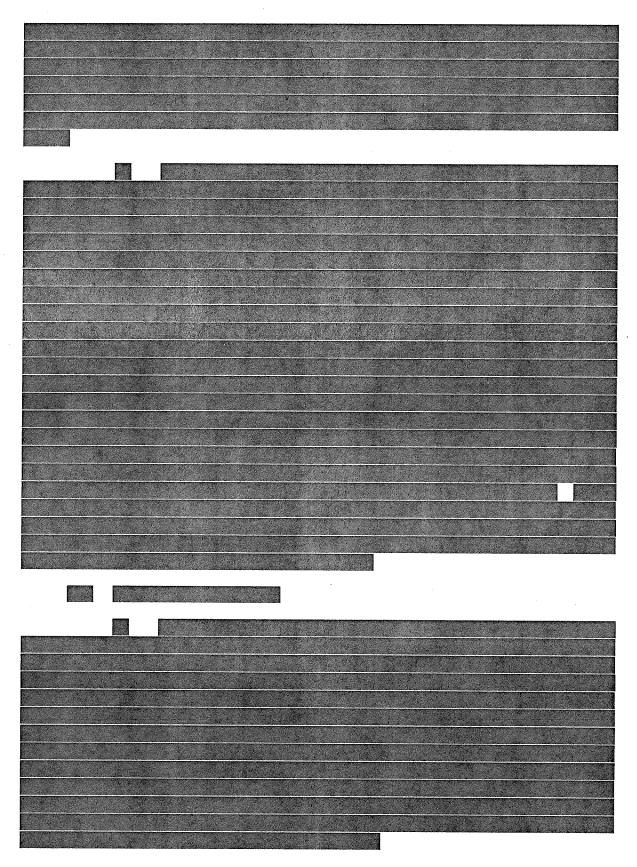
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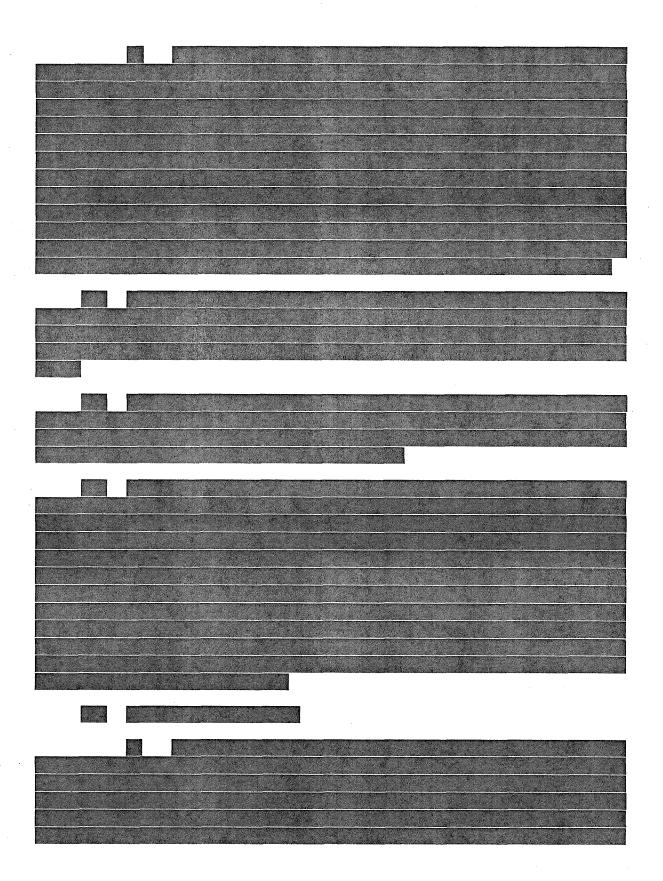
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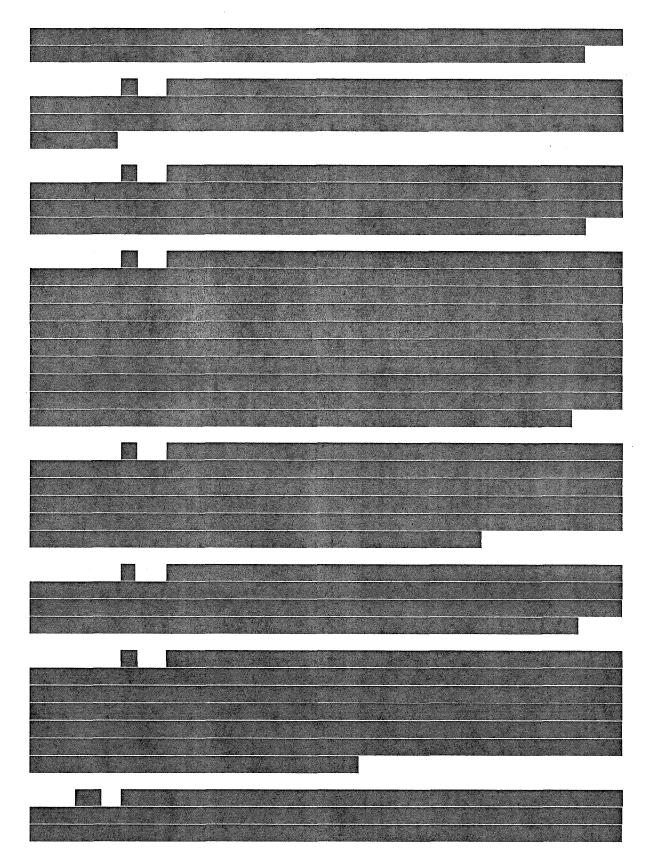
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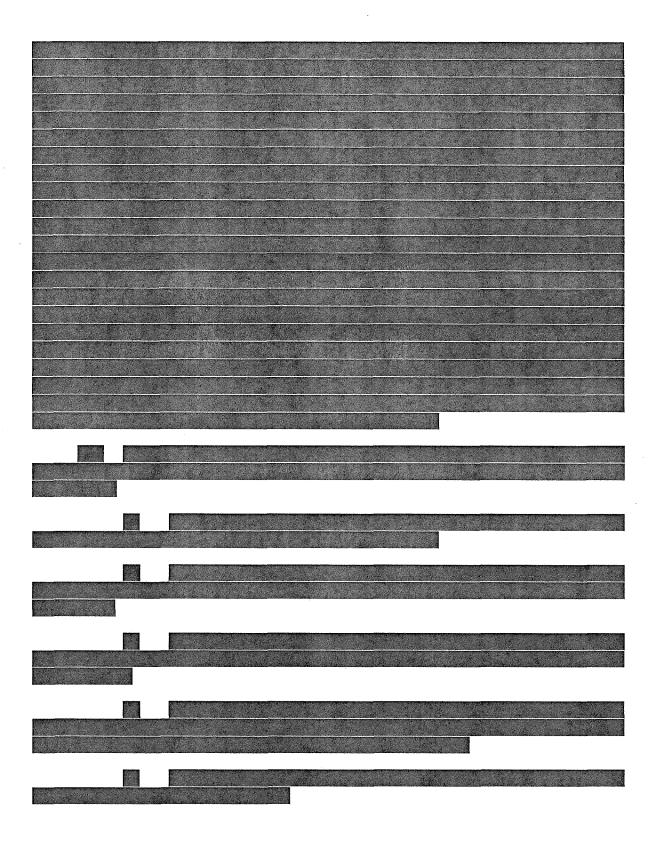
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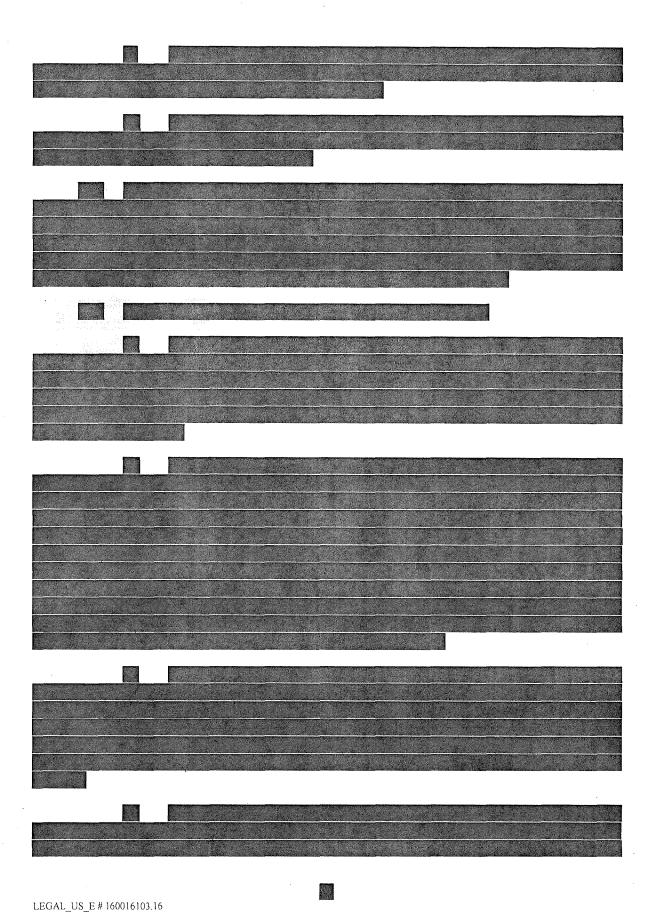
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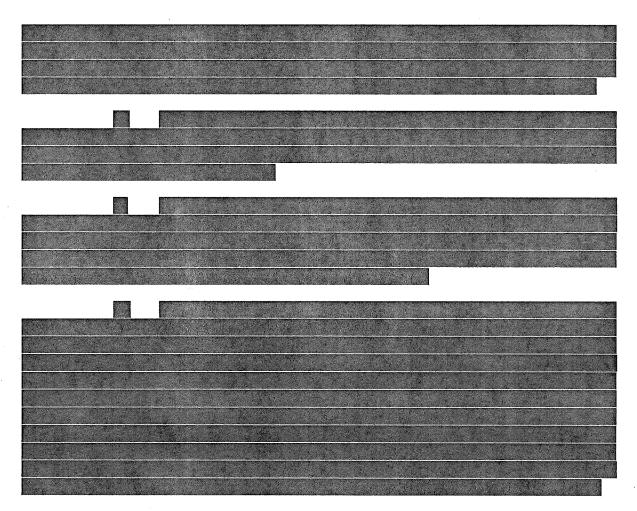


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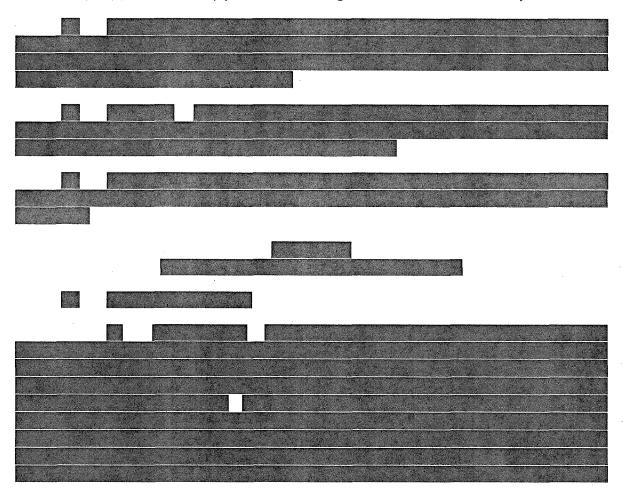
ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

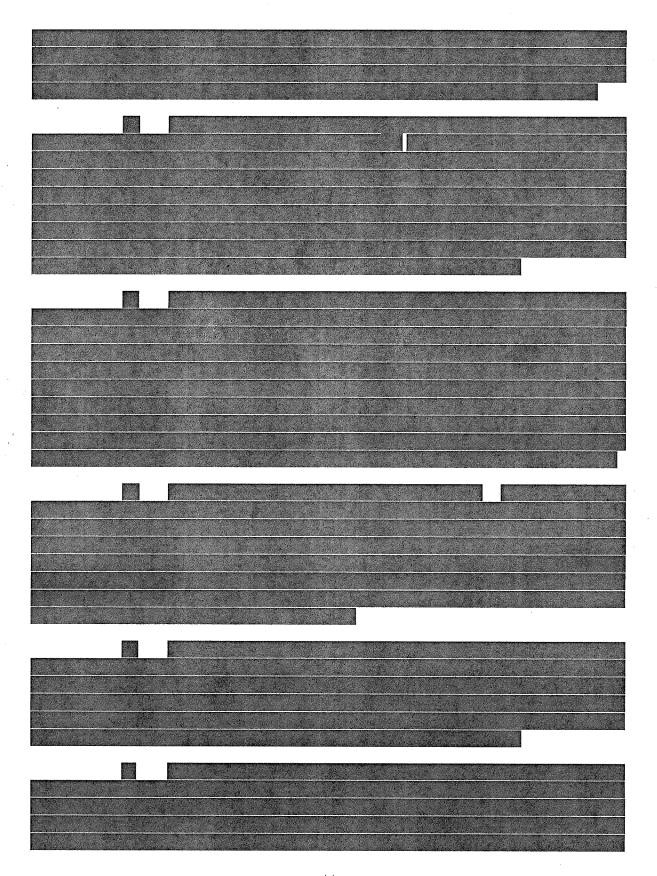
As a material inducement to the Sellers to enter into this Agreement and consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Sellers as of the date hereof as follows:

- 5.1 <u>Organization</u>. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being conducted.
- 5.2 <u>Authorization</u>. Buyer has full right, power, capacity and authority to execute and deliver this Agreement and each of the Transaction Documents to be executed and delivered thereby, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof. The execution, delivery and performance by Buyer of this Agreement and each of the Transaction Documents to which Buyer is a party have been duly and properly authorized by all requisite limited liability company action in accordance with applicable Law and with the organizational documents of Buyer. This Agreement and each

of the Transaction Documents to which Buyer is a party have been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding in Law or equity).

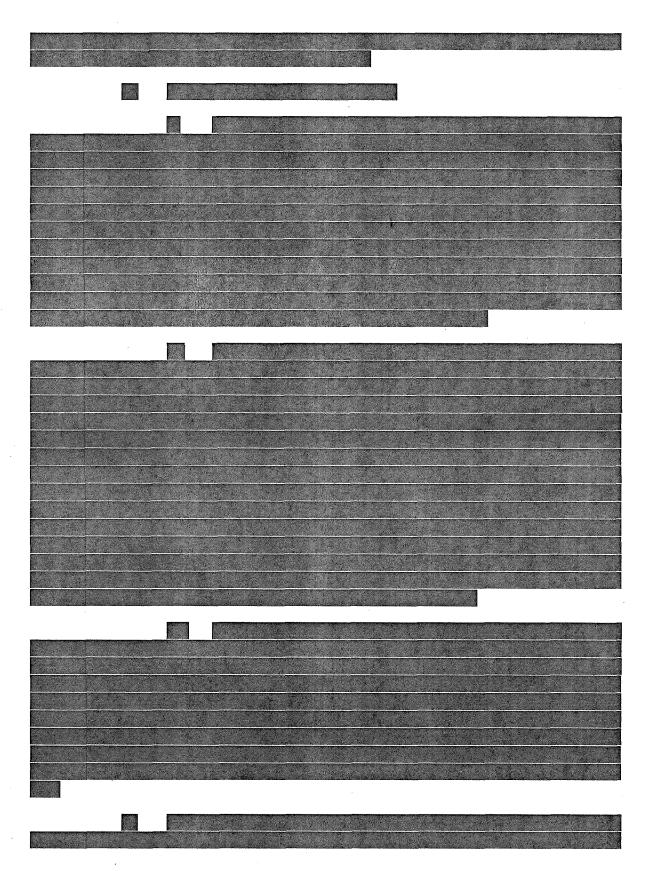
- **5.3** Consents and Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Authority or other Person is required to be made or obtained by Buyer in connection with the authorization, execution, delivery and performance by Buyer of this Agreement and the Transaction Documents, or the consummation by Buyer of the transactions contemplated hereby and thereby.
- 5.4 <u>No Violation</u>. The execution, delivery and performance by Buyer of this Agreement and the Transaction Documents to which it is a party and the consummation by Buyer of the transactions contemplated hereby and thereby will not:
 - (a) violate or conflict with any Law; or
 - (b) violate any provision of the organizational documents of Buyer.



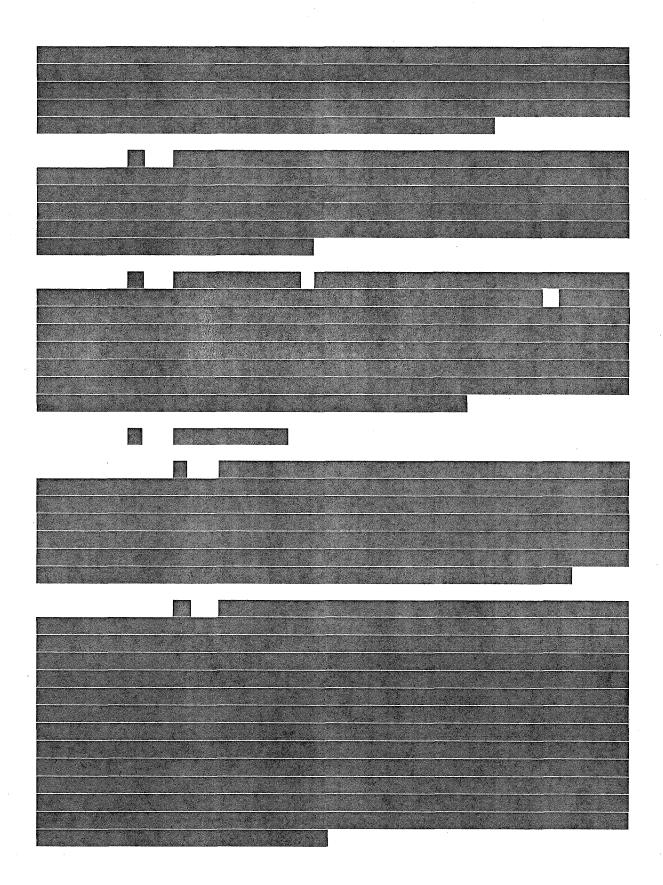


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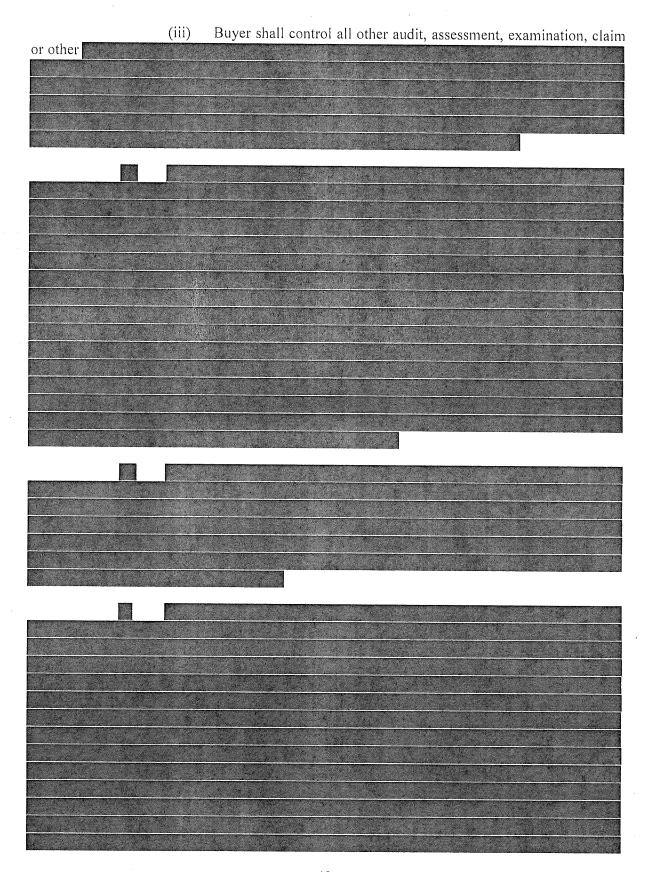
of time, geographical area, business limitation or other relevant feature, as the case may be, which

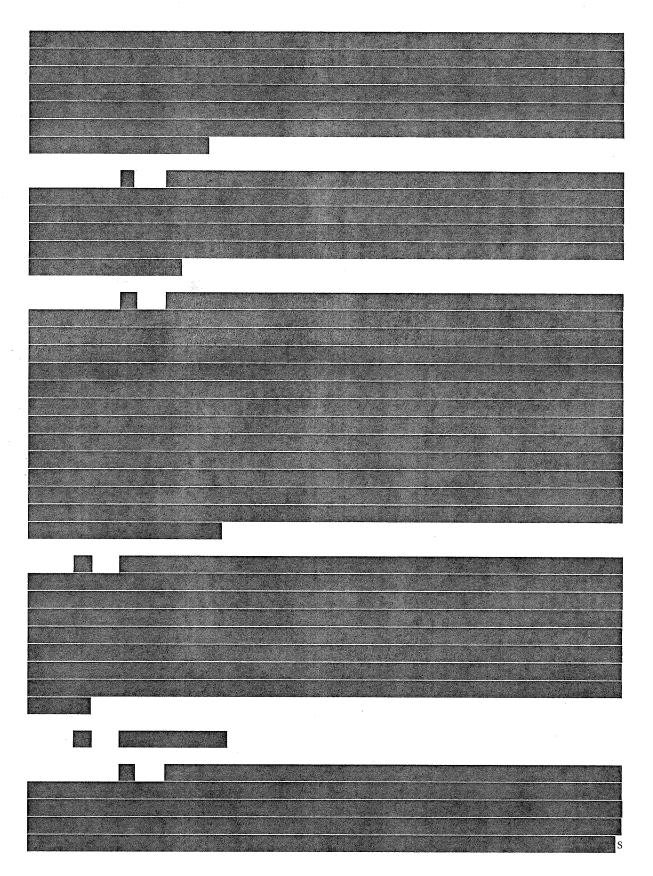


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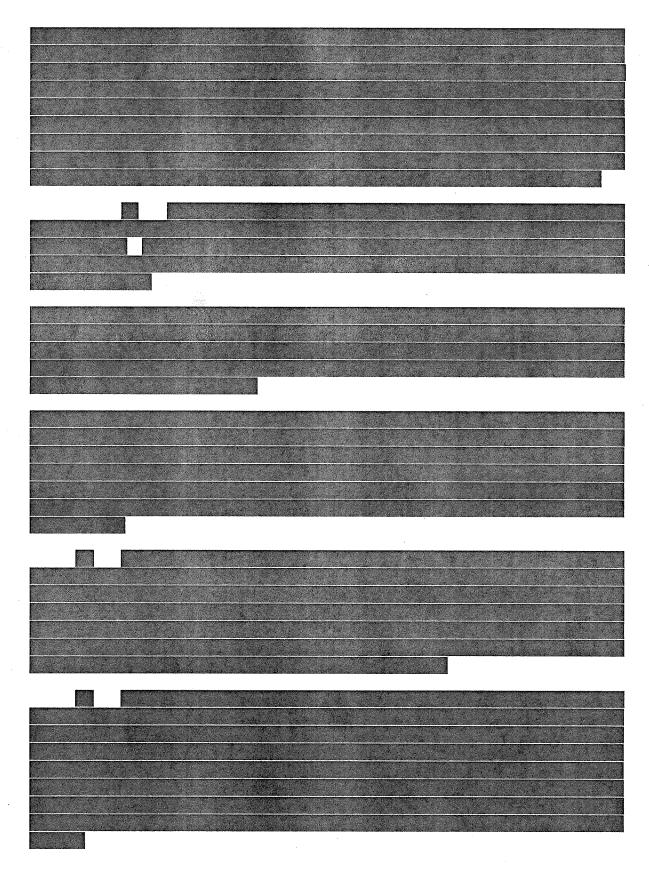


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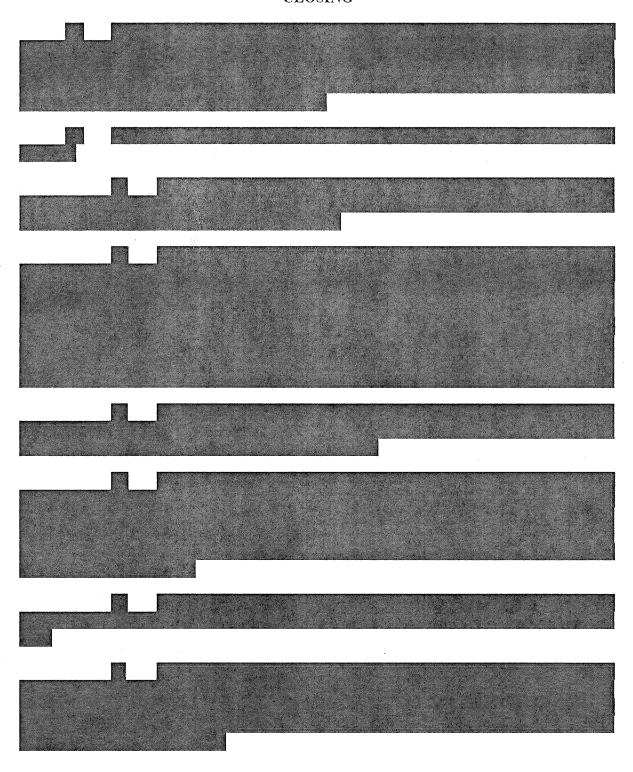


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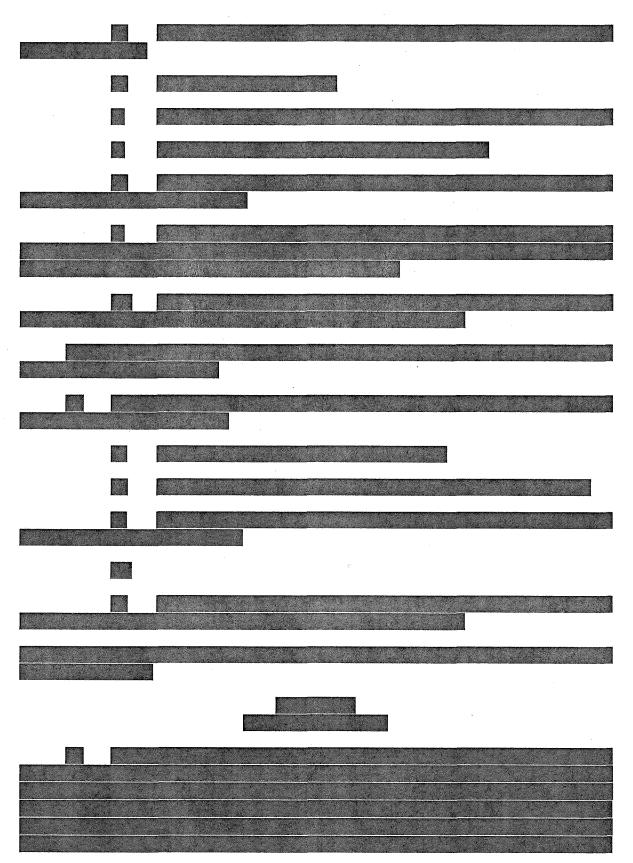
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ARTICLE 7 CLOSING

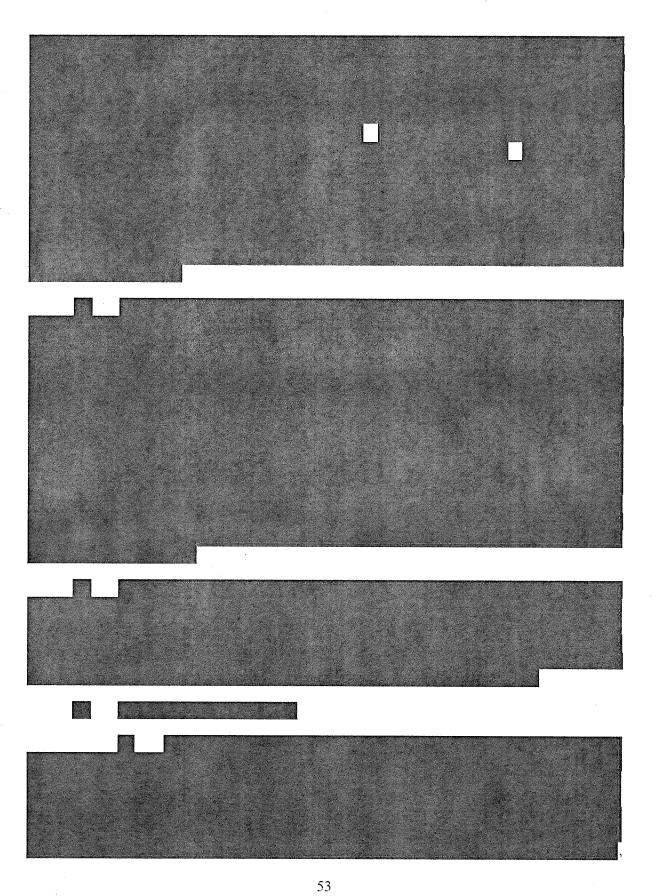


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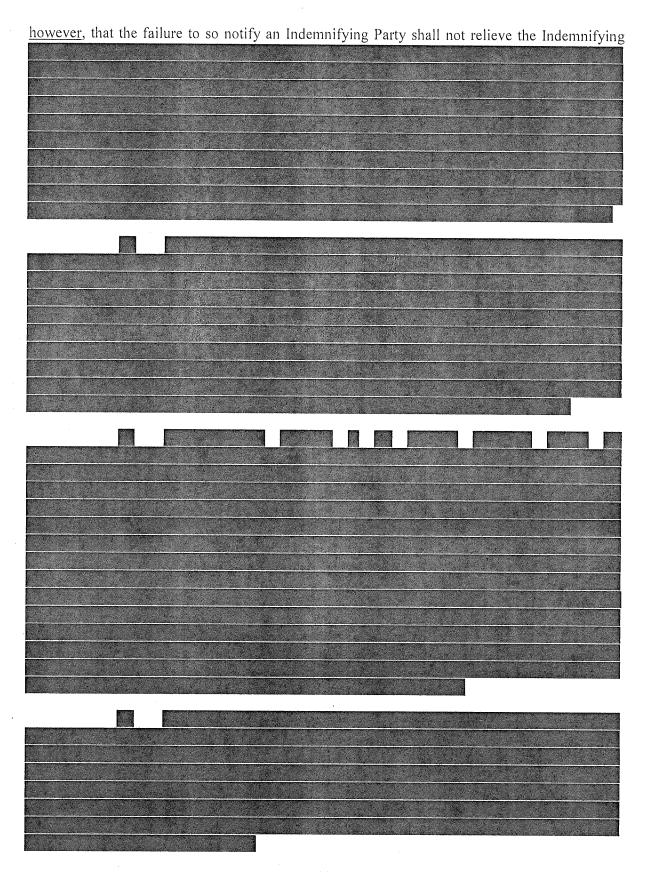
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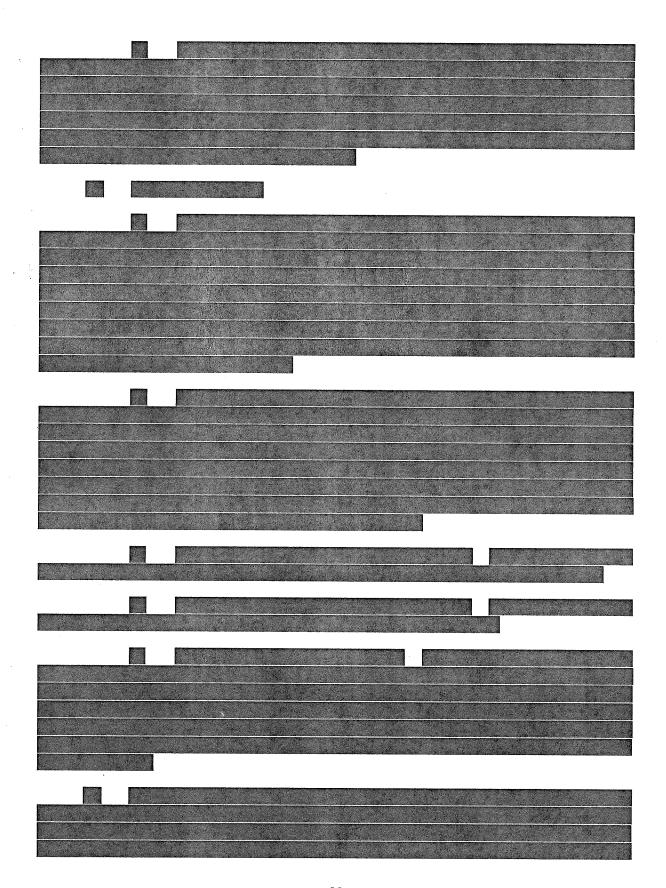


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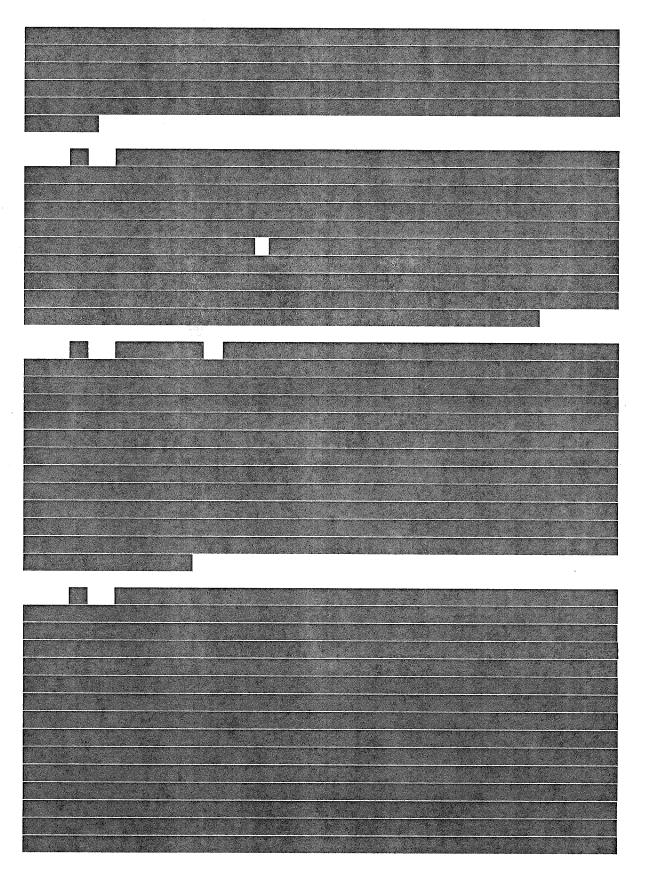
PATENT

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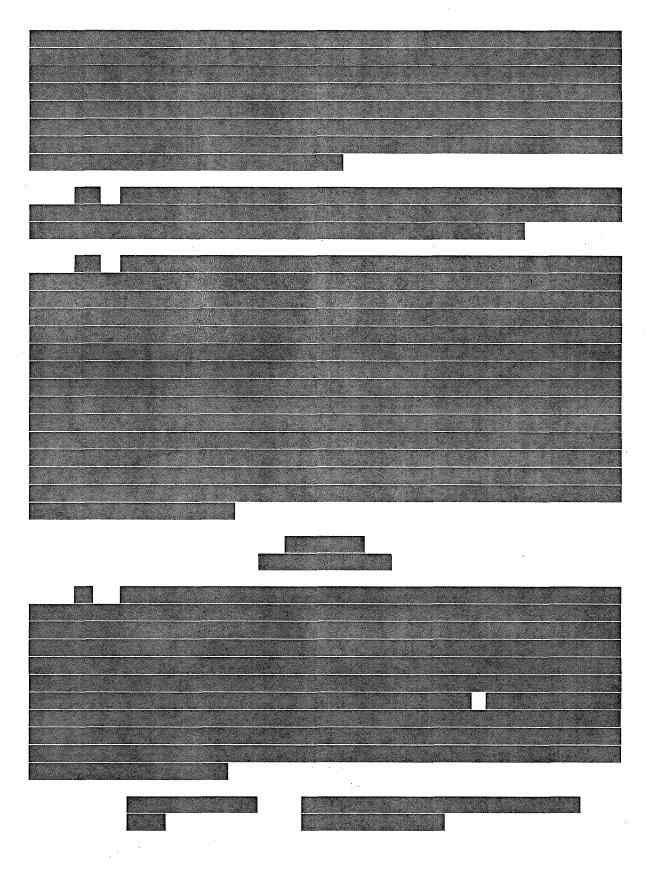




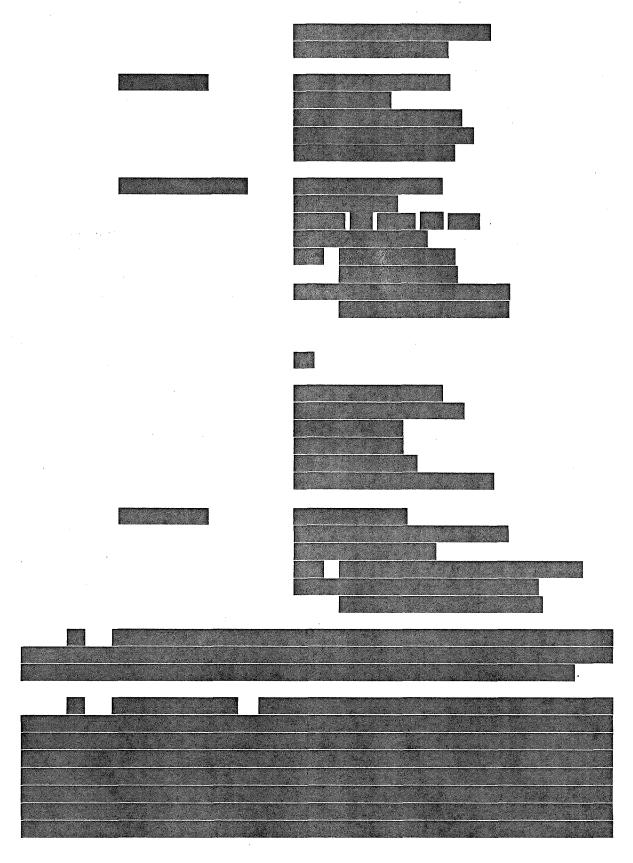
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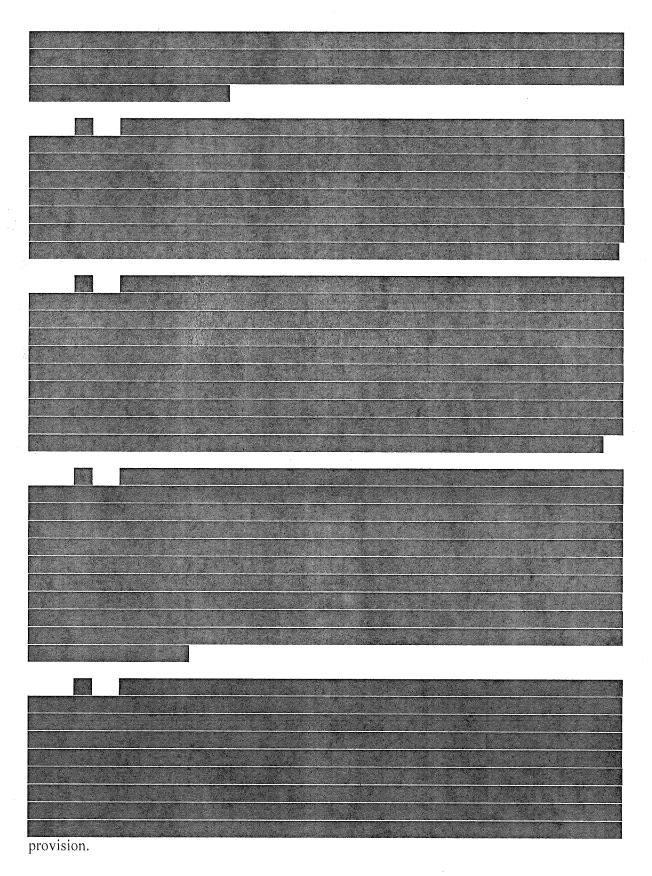
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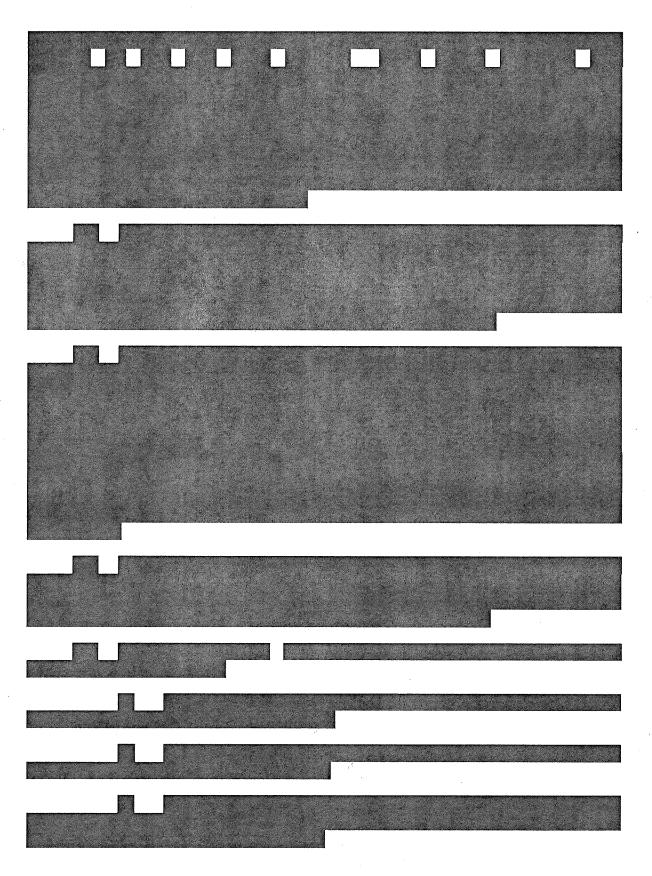


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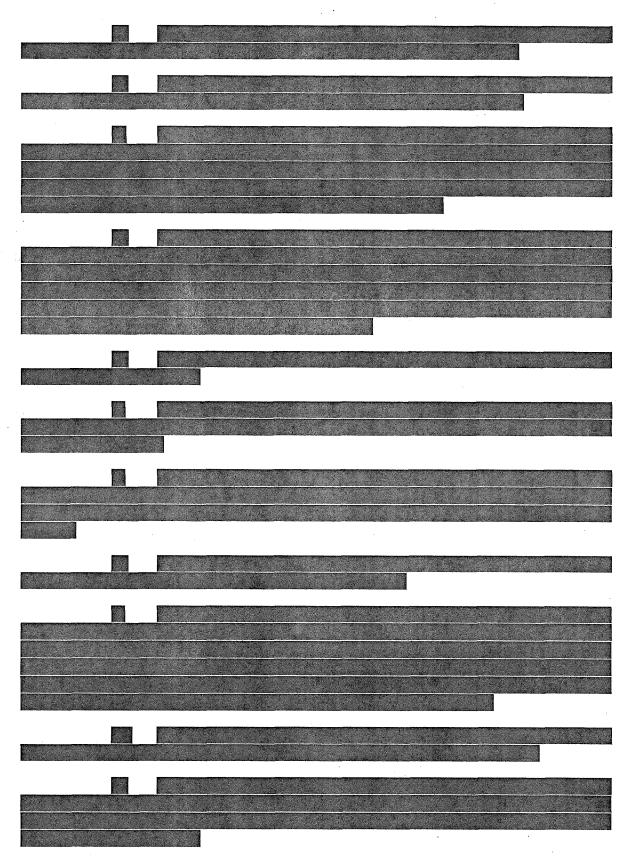
9.8 Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Agreement (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal Laws of the State of Delaware, without giving effect to any Law that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. The Sellers shall cause the Seller Indemnified Parties, and the Buyer shall cause the Buyer Indemnified Parties, to comply with the foregoing as though such Indemnified Parties were a Party to this Agreement.

9.9 Exclusive Venue; Service of Process; Waiver of Jury Trial.

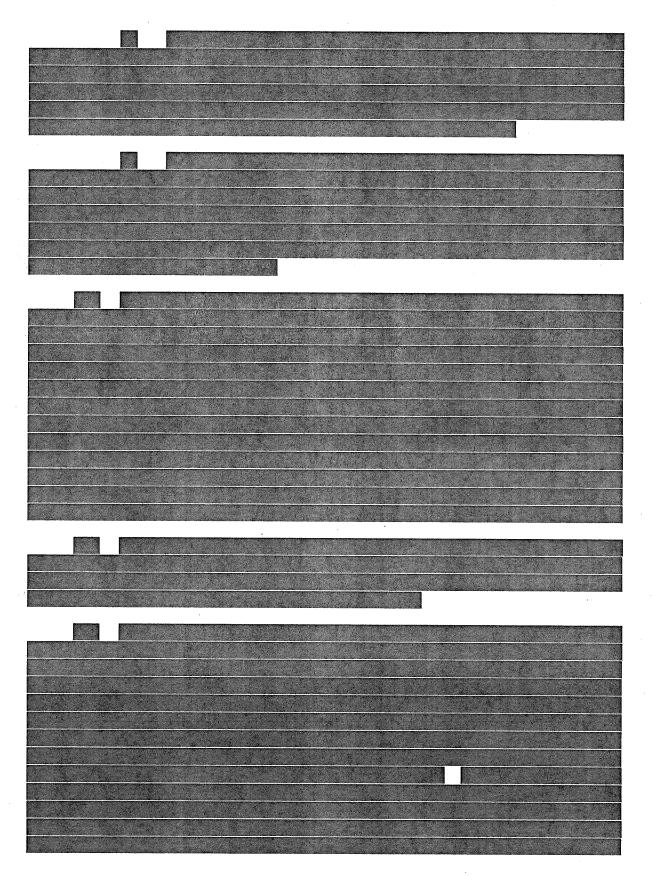
- Each Party agrees that any Proceeding arising out of or relating to this Agreement, any Transaction Document or any transaction contemplated hereby or thereby shall be brought exclusively in the Delaware Court of Chancery in New Castle County, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding, the United States District Court for the District of Delaware, or to the extent neither of such courts has subject matter jurisdiction over such Proceeding, the Superior Court of the State of Delaware, and in each case, the appellate courts having jurisdiction of appeals in such courts, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of such courts for itself and with respect to its property, generally and unconditionally, for the purpose of any such Proceeding. Each Party agrees not to commence any Proceeding arising out of or relating to this Agreement, any Transaction Document or the transactions contemplated hereby or thereby except in the courts described above (other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court described above), irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of or relating to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum or does not have jurisdiction over any Party. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement, any Transaction Document or the transactions contemplated hereby or thereby in any jurisdiction other than those specified in this Section 9.9(a). A final judgment in any such Proceeding may be enforced in other jurisdictions by Proceeding on the judgment or in any other manner provided by Law.
- (b) Each Party agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address (or in the case of Sellers, Direct Seller's address) set forth herein shall be effective service of process for any such Proceeding.
- (c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH A JURY TRIAL



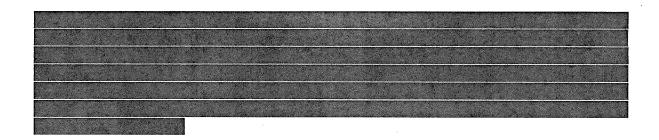
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER:

	ASPEN_A	Gogginstrion, LLC	
	1	Robert Whipple	
	Name: Ro	-1088399211734465 obert W. Whipple	
		ce President, Treasurer and Assistant	
		cretary	
	SOLELY	FOR PURPOSES OF SECTION	
	2.7(E) AN	ND, WITH RESPECT THERETO,	
,	ARTICL	<u>E 9</u>	
	PARENT	<u>:</u>	
	ASPEN I	HOLDING, LLC	
	By:	Robert Whipple	
		bert W. Whipple	
		ce President, Treasurer and Assistant	
		cretary	
	DIRECT	SELLER:	
	1978 VO	LARE, INC.	
	By:		
		nristian Hunt	
	Its: Pr	esident	
INDIRECT SELLER			
	By:		
	· · · · · · · · · · · · · · · · · · ·	nristian Hunt	
		•	

(Signature page to Securities Purchase Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER:
ASPEN ACQUISITION, LLC
Ву:
Name:
Its:
SOLELY FOR PURPOSES OF SECTION
2.7(E) AND, WITH RESPECT THERETO,
ARTICLE 9
PARENT:
ASPEN HOLDINGS, LLC
By:
Name:
Its:
DIRECT SELLER:
1978 VOLARE, INC.
By: Christian E. Hunt
Name: Christian Hunt
Its:
INDIRECT SELLERS
Ву:
Name: Christian Hunt

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER:

INDIRECT SELLERS

THE "ACCORD" TRUST

By its Trustee Gravis Law, PLLC

Reuben Ortega

Name: Reuben J. Ortega

By:

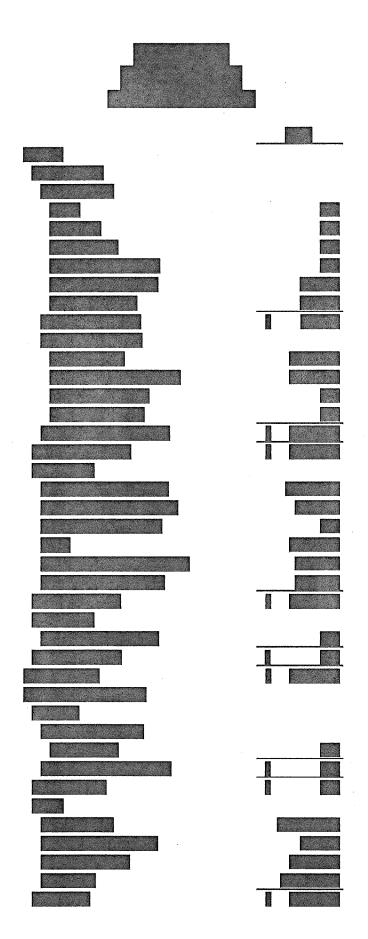
Senior Managing Attorney

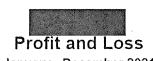
(Signature page to Securities Purchase Agreement)

EXHIBIT A

FINANCIAL STATEMENTS

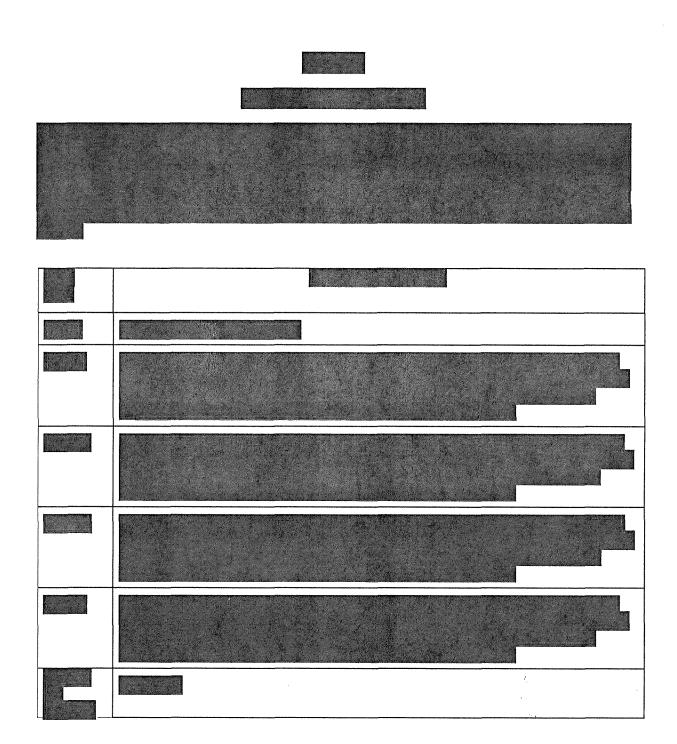
See attached.











Schedule 4.10(a) Patents, Trademarks, Copyrights, and Domain Names

Patents:

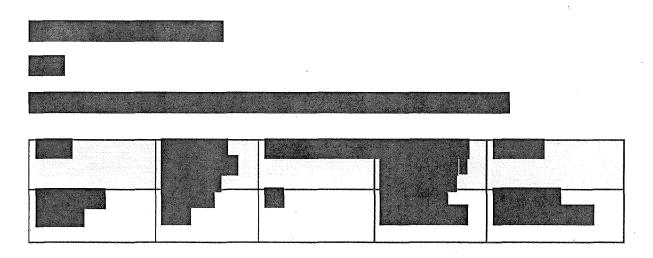
Design Patent EU COMFORTRAC INC. Application: May 28, 2019 Patent Date: March 2, 2021 Expiration Date (subject to timely maintenance filings): March 2, 2036. EU COMFORTRAC INC. Application Date (subject to timely maintenance filings): March 2, 2036. Application Dote (subject to timely maintenance filings): March 2, 2036. Application No.: Dote: December 6, 2019 Patent Date: December 6, 2019 Patent Date: December 6, 2019 Patent No.: 006574471 Application No.: 006574471 Patent No.: 006574471 Patent No.: 900065744710001 Patent No.: 900065744710001	TITLE / DESCRIPTION	JURISDICTION	CURRENT OWNER / ASSIGNEE OF RECORD	APPLICATION DATE / PATENT DATE	APPLICATION NO./PATENT NO.
Design Patent	Design Patent	US		May 28, 2019 Patent Date: March 2, 2021 Expiration Date (subject to timely maintenance filings): March	D/692,714 Patent No.:
, , , , , , , , , , , , , , , , , , , ,			INC. COMFORTRAC	Date: December 6, 2019 Patent Date: December 6, 2019 Application Date: December 6, 2019	O06574471 Patent No.: 006574471 Application No.: 900065744710001 Patent No.:

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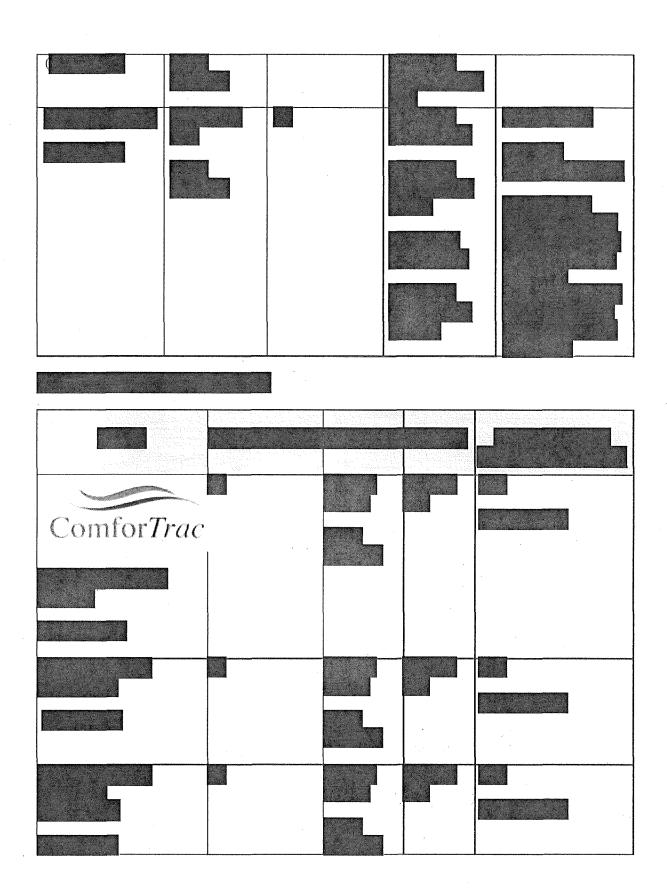
TITLE / DESCRIPTION	JURISDICTION	CURRENT OWNER / ASSIGNEE OF RECORD	APPLICATION DATE / PATENT DATE	APPLICATION NO./PATENT NO.
Utility Patent	US	COMFORTRAC INC.	Provisional Application Date: July 7, 2021	Application No.: 63/219,097
			Pending Application	
	US .	COMFORTRAC INC.	Application Date: May 15, 2021	Application No.: 29/783,338
Design Patent			PENDING APPLICATION	
Design Patent	US	COMFORTRAC INC.	Application Date: May 11, 2021	Application No.: 29/783,120
			PENDING APPLICATION	

TITLE / DESCRIPTION	JURISDICTION	CURRENT OWNER / ASSIGNEE OF RECORD	APPLICATION DATE / PATENT DATE	APPLICATION NO./PATENT NO.
Design Patent				

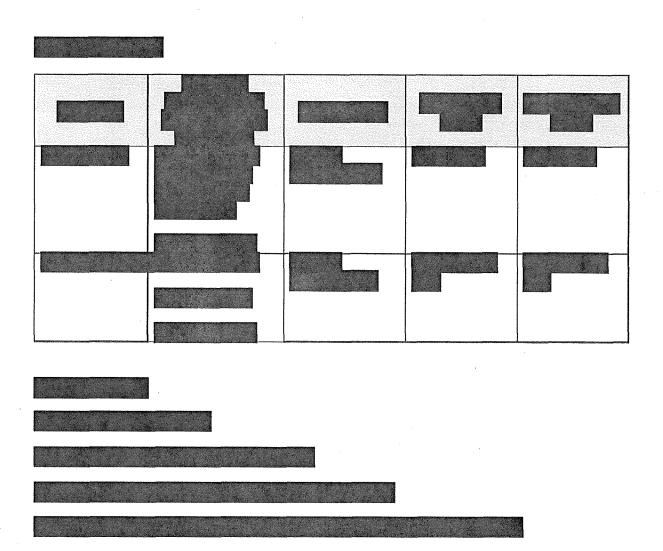
TITLE / DESCRIPTION	JURISDICTION	CURRENT OWNER / ASSIGNEE OF RECORD	APPLICATION DATE / PATENT DATE	APPLICATION NO./PATENT NO.
Utility Patent	US	COMFORTRAC	Application Date: October 19, 2021	Application No: 29/812,075
(Percusive Therapy Device)	US	ComforTrac, Inc.	Application Date: November 15, 2021	Application No: 29/815,560



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LEGAL_US_E # 160556314.6

Schedule 4.10(b)(i) Intellectual Property – Licenses to Company

None.

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Schedule 4.10(b)(ii) Intellectual Property – Licenses from Company

None.

LEGAL_US_E # 160556314.6

PATENT REEL: 066034 FRAME: 0920

RECORDED: 12/15/2023