

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI695249

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Fireside Industries, Inc.	10/30/2024
RECEIVING PARTY DATA	
Company Name:	Pour Caddy Vibe, Inc.
Street Address:	7220 North Glen Harbor Boulevard
Internal Address:	Suite 120
City:	Glendale
State/Country:	ARIZONA
Postal Code:	85307
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16521540
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6234010660
Email:	peter@pourcaddy.com
Correspondent Name:	Mr. Peter Grover
Address Line 1:	7220 North Glen Harbor Boulevard
Address Line 2:	Suite 120
Address Line 4:	Glendale, ARIZONA 85307
ATTORNEY DOCKET NUMBER:	FRSD.010DA
NAME OF SUBMITTER:	PETER GROVER
SIGNATURE:	/PETER GROVER/
DATE SIGNED:	03/25/2025
Total Attachments: 37	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) dated as of October 30, 2024 (the “**Effective Date**”), is entered into between Fireside Industries, Inc., an Arizona corporation (“**Seller**”), and Pour Caddy Vibe Inc, an Arizona corporation (“**Buyer**”). Buyer and Seller are each referred to herein as “**Party**” and together, the “**Parties**”. Capitalized terms used in this Agreement have the meanings given to such terms herein, as such definitions are identified by the cross-references set forth in Exhibit A attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, Seller is engaged in the production and sale of drink tumblers with interchangeable base attachments including, without limitation, a Bluetooth speaker, under the brand name “Vibe Tumblers” (the “**Business**”);

WHEREAS, Seller is also engaged in various other businesses including, without limitation, the production and sale of pop-up fire pits and accessories related thereto, which shall not be transferred or sold to Buyer hereunder (the “**Excluded Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth herein.

AGREEMENT

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

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the “**Purchased Assets**”), including the following:

- (a) all inventory, work in progress, packaging, supplies, parts and other inventories of the Business (“**Inventory**”);
- (b) all furniture, fixtures, equipment, machinery, tools, office equipment, supplies, wire racks, storage shelving, and other tangible property of the Business (the “**Tangible Personal Property**”) as set forth on Section 1.01(b) of the Disclosure Schedules. For purposes of this Agreement, “**Disclosure Schedules**” means the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement;
- (c) all Intellectual Property (defined in Section 3.11), Amazon credentials and related ASIN numbers, patent applications, copyrights, copyright applications, and proprietary business information related to or used in connection with the Business set forth on Section 1.01(c) of the Disclosure Schedules (the “**Intangible Personal Property**”);

- (d) all goodwill associated with any of the assets described in the foregoing clauses.

Section 1.02 Excluded Assets. Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets including, without limitation, the accounts receivable of the Business and the Excluded Business (collectively, the “**Excluded Assets**”).

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due any and all Liabilities of Seller arising out of or relating to the Business or the Purchased Assets on or after the Closing, other than the Excluded Liabilities (collectively, the “**Assumed Liabilities**”), including the following:

- (i) all Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date and (B) Taxes for which Buyer is liable pursuant to Section 5.04; and
- (ii) all other Liabilities arising out of or relating to Buyer’s ownership or operation of the Business and the Purchased Assets on or after the Closing.

For purposes of this Agreement, “**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

(b) Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the following Liabilities of Seller (collectively, the “**Excluded Liabilities**”):

- (i) any Liabilities arising out of or relating to Seller’s ownership or operation of the Business and the Purchased Assets prior to the Closing Date (excluding any claims arising out of or related to the Business’s patents or trade names);
- (ii) any Liabilities relating to or arising out of the Excluded Assets;
- (iii) any Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date and (B) any other Taxes of Seller (other than Taxes allocated to Buyer under Section 5.04) for any taxable period; and
- (iv) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisors and others.

For purposes of this Agreement: (i) “**Affiliate**” of a Person (defined in Section 1.06) means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and (ii) “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets (excluding the Intellectual Property) shall be One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00) (the “**Purchase Price**”), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price on the Closing Date (defined in Section 2.01) as follows: (a) Six Hundred and Eighty Thousand Dollars and 00/100 (\$680,000.00) in cash through its lender by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions provided by Seller to Buyer (the “**Closing Payment**”), and (b) Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) to be delivered in the form of a secured promissory note, attached hereto and incorporated herein by this reference as Exhibit C (the “**Promissory Note**”) for a term of ten (10) years at five percent (5%) interest rate; *provided*, the remaining principal and any accrued interest shall be paid in full, in the form of a balloon payment, on the fifth (5th) anniversary of the Promissory Note. The remaining portion of the Purchase Price in the amount of One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) (the “**IP Transfer Payment**”), to be paid in exchange for the purchase of the Intellectual Property, is due from Buyer to Seller on or before December 1, 2024 (the “**IP Transfer Date**”) in cash by wire transfer of immediately available funds.

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as agreed between the Parties (the “**Allocation Schedule**”). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) (“**Tax Returns**”) in a manner consistent with the Allocation Schedule.

Section 1.06 Third-Party Consents. To the extent that Seller’s rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law and the Purchased Asset, shall act after the Closing as Buyer’s agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. For purposes of this Agreement, “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, trust, association or other entity.

Section 1.07 Effective Date of Transfer and Intellectual Property License. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that, as of the Effective Date, all rights, title, and interest in and to the Purchased Assets except for the Intellectual Property shall be transferred from Seller to Buyer. Seller grants to Buyer, commencing on the Effective Date and continuing until the Closing Date (as such date may be extended by mutual agreement of the Parties), a non-exclusive, royalty-free, non-transferrable license to use the Intellectual Property solely in connection with the operation of the Business as currently conducted by Seller. This license shall automatically terminate upon either (a) the transfer of title to the Intellectual Property, which is expressly made subject to and contingent upon Buyer’s payment of (i) the Closing Payment on the Closing Date and (ii) the IP Transfer Payment on or before the IP Transfer Date (collectively, the “**Final Payments**”); or (b) the failure of Buyer to make the Final Payments. In the event the license set forth in this Section 1.07 is terminated due to Buyer’s failure to make the Final Payments, Buyer shall immediately cease operation of the Business and promptly return to Seller all Intellectual Property and the other Purchased Assets currently in use or in its possession. Seller and Buyer hereby agree that, notwithstanding any provision to the contrary contained in this Agreement, in the event Buyer sells greater than twenty percent (20%) of the Inventory between the Effective Date and the

effective date of termination of this Agreement, Buyer shall repay Seller for the wholesale cost of all such Inventory sold.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place remotely by exchange of documents and signatures (or their electronic counterparts), to be effective at 12:01 a.m. Arizona Time, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the “**Closing Date**”. The Parties intend to consummate the transactions contemplated herein on or before November 1, 2024 (the “**Outside Date**”).

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale and assignment and assumption agreement in the form of **Exhibit B** attached hereto and incorporated herein by this reference (the “**Bill of Sale and Assignment Agreement**”) and duly executed by Seller, effecting the transfer of Tangible Personal Property included in the Purchased Assets to Buyer and the assignment to and assumption by Buyer of the Intangible Personal Property and the Assumed Liabilities;

(ii) the Promissory Note duly executed by Seller; and

(iii) a certificate of the President of Seller certifying as to (A) the resolutions of the board of directors and the stockholders of Seller, which authorize the execution, delivery and performance of this Agreement, the Bill of Sale and Assignment Agreement, and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the “**Transaction Documents**”) and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Closing Payment by wire transfer of immediately available funds;

(ii) the Promissory Note duly executed by Buyer;

(iii) the Bill of Sale and Assignment Agreement duly executed by Buyer;

(iv) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents; and

(v) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to the transactions contemplated by this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Arizona. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and related Transaction Documents do not and, to Seller's Knowledge (defined below) will not: (a) breach Seller's organizational documents; or (b) violate applicable Laws (defined below).

For purposes of this Agreement: (a) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any governmental authority; (b) "**Seller's Knowledge**" means the actual knowledge of Mark Wolf; and (c) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the Business, taken as a whole; *provided, however*, that none of the following, either alone or in combination, will constitute, or be considered in determining whether there has been, a Material Adverse Effect: any event, change, circumstance, effect or other matter resulting from or related to (i) changes in Laws, (ii) changes that generally affect the industries and markets in which Seller operates, (iii) changes in financial markets, general economic conditions (including prevailing interest rates, exchange rates, commodity prices and fuel costs) or political conditions, (iv) any failure of Seller to meet any internally prepared projections, budgets, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics (it being understood that the facts and circumstances underlying any such failure that are not otherwise excluded from the definition of a "Material Adverse Effect" may be considered in determining whether there has been a Material Adverse Effect), (v) any action taken or failed to be taken pursuant to or in accordance with this Agreement or at the request of, or consented to by, Buyer or (vi) any other event outside the reasonable control of Seller to the extent that such conditions do not have a materially disproportionate impact on Seller, taken as a whole.

Section 3.03 Financial Statements. Copies of the financial statements and the related statements of income and retained earnings, stockholders' equity and cash flow for the years then ended (the "**Financial Statements**") have been made available to Buyer for purposes of this Agreement.

Section 3.04 Absence of Certain Changes, Events and Conditions. Except as expressly contemplated by this Agreement, from the Effective Date until the date of this Agreement, Seller has

operated the Business in the ordinary course of business, consistent with past practices, in all material respects and there has not been any change, event, condition or development that is materially adverse to: (a) the Business, results of operations, financial condition or assets of the Business, taken as a whole; or (b) the ability of Seller to consummate the transactions contemplated hereby.

Section 3.05 Reserved.

Section 3.06 Title to Tangible Personal Property. Seller has good and valid title to, or a valid leasehold interest in, all Tangible Personal Property included in the Purchased Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance (each, an “**Encumbrance**”), except for: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of business; (c) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Encumbrances, if any, that would not have a Material Adverse Effect.

Section 3.07 Sufficiency of Assets. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, and assets necessary to conduct the Business as currently conducted.

Section 3.08 Legal Proceedings; Governmental Orders. There are no claims, actions, suits, investigations or other legal proceedings (collectively, “**Actions**”) pending or, to Seller’s Knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which if determined adversely to Seller would result in a Material Adverse Effect.

Section 3.09 Compliance with Laws. Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a Material Adverse Effect.

Section 3.10 Taxes. Seller has filed (taking into account any valid extensions) all material Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing and has paid all Taxes shown thereon as owing. Seller is not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business. The representations and warranties set forth in this Section 3.10 are Seller’s sole and exclusive representations and warranties regarding Tax matters. For purposes of this Agreement, “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto.

Section 3.11 Intellectual Property. Seller owns or has the valid right to use all Intellectual Property used in the conduct of the Business as currently conducted. The use of such Intellectual Property by the Business does not infringe, violate, or misappropriate the Intellectual Property rights of any third party. There are no pending or threatened actions, suits, claims, or legal proceedings alleging any such infringement, violation, or misappropriation of the Intellectual Property. Seller has taken reasonable steps to maintain the confidentiality of all trade secrets and confidential Intellectual Property used in the Business. For purposes of this Agreement, “**Intellectual Property**” means all trade names, trademarks, service marks, brand names, domain names, websites, URLs, patents (including the Patent (as defined in Section 1.01(c) of the Disclosure Schedules), patent applications, copyrights, copyright applications, trade secrets, know-how, and proprietary business information related to or used in connection with the Business.

Section 3.12 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 3.13 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives in any form including any information, documents, or material delivered to or made available to Buyer on behalf of Seller for purposes of this Agreement or any management presentations made in expectation of the transactions contemplated hereby, or as to the future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in law. For purposes of this Agreement, "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules, Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Arizona. Buyer has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Buyer; (b) violate or breach any provision of any Law or governmental order applicable to Buyer; or (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

Section 4.03 Solvency; Sufficiency of Funds. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all Liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection

with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.04 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 4.06 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article III of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the related portions of the Disclosure Schedules).

ARTICLE V COVENANTS

Section 5.01 Confidentiality. From and after the Closing, Seller shall hold, and shall use its reasonable best efforts to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information: (a) is generally available to and known by the public through no fault of Seller; or (b) is lawfully acquired by Seller from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If Seller is compelled to disclose any information by governmental order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed, *provided that* Seller, at Buyer's expense, shall use reasonable best efforts to obtain as promptly as reasonably possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Public Announcements. Unless otherwise required by applicable Law, no Party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 5.03 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.04 Transfer Taxes. All transfer, sales, use, registration, documentary, stamp, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer

shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 5.05 Sublease of Warehouse Space. At Closing, Buyer shall make available to Seller up to One Thousand (1,000) vertical square feet of warehouse space, including use of the storage racks, located at 7220 N. Glen Harbor Blvd., Suite 120, Glendale, AZ 85307 (the “**Premises**”) as set forth in a separate sublease agreement by and between Seller and Buyer (the “**Sublease Agreement**”). In addition, Buyer agrees to (a) facilitate the picking of Seller’s products off the racks and placing a label for two dollars and 00/100 (\$2.00) per product; and (b) facilitate the shipment of Seller’s products stored at the Premises via third party billing. The Sublease Agreement shall commence on the Closing Date and continue until December 31, 2025.

Section 5.06 Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.01 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer’s waiver, at or prior to the Closing, of each of the following conditions:

- (a) Buyer shall have successfully secured loan financing of approximately Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) on terms reasonably satisfactory to Buyer; and
- (b) Seller shall have duly executed and delivered the Transaction Documents.

Section 6.02 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller’s waiver, at or prior to the Closing, of each of the following conditions:

- (a) the representations and warranties of Buyer contained in ARTICLE IV shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date;
- (b) Buyer shall have delivered to Seller the Closing Payment as set forth in Section 1.04; and
- (c) Buyer shall have duly executed and delivered to Seller the Transaction Documents.

ARTICLE VII INDEMNIFICATION

Section 7.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one (1) year from the Closing Date. None of the covenants or other agreements

contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 7.02 Indemnification by Seller. Subject to the other terms and conditions of this Article VII, from and after the Closing, Seller shall indemnify Buyer against, and shall hold Buyer harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement;
- (c) the Excluded Business; and
- (d) any Excluded Asset or any Excluded Liability.

Section 7.03 Indemnification by Buyer. Subject to the other terms and conditions of this Article VII, from and after the Closing, Buyer shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability.

Section 7.04 Certain Limitations. The Party making a claim under this Article VII is referred to as the "**Indemnified Party**", and the Party against whom such claims are asserted under this Article VII is referred to as the "**Indemnifying Party**". The indemnification provided for in Section 7.02 and Section 7.03 shall be subject to the following limitations:

- (a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 7.02(a) or Section 7.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 7.02(a) or Section 7.03(a) exceeds Fifty Thousand Dollars and 00/100 (\$50,000.00) (the "**Deductible**"), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 7.02(a) or Section 7.03(a), as the case may be, shall not exceed fifty percent (50%) of the Purchase Price.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Seller shall not be liable under this Article VII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

Section 7.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. Such notice by the Indemnified Party shall: (a) describe the claim in reasonable detail; (b) include copies of all material written evidence thereof; and (c) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a Party, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any claim, including: (i) making available (subject to the provisions of Section 5.01) records relating to such claim; and (ii) furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, management employees of the non-defending Party as may be reasonably necessary for the preparation of the defense of such claim. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 7.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by law.

Section 7.07 Exclusive Remedies. The Parties acknowledge and agree that from and after the Closing their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Article VII. In furtherance of the foregoing, each Party hereby waives, from and after the Closing, to the fullest extent permitted under law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VII. Nothing in this Section 7.07 shall

limit any Person's right to seek and obtain any equitable relief to which such Person shall be entitled or to seek any remedy on account of any intentional fraud by any Party.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Expenses. Except as otherwise expressly provided herein (including Section 5.04 hereof), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 8.02 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day (defined below) if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.02):

If to Seller:

Fireside Industries, Inc.
14131 N. Rio Vista Blvd.
Peoria, AZ 85381
Email: mwolf@firesideind.com
Attention: Mark Wolf

with a copy to:
(which shall not
constitute notice)

Nocturnal Legal, LLC
9375 E. Shea Blvd, Suite 100
Scottsdale, AZ 85260
Email: paloma@nocturnallegal.com
Attention: Paloma Goggins, Esq.

If to Buyer:

Pour Caddy Vibe Inc
7220 N. Glen Harbor Blvd. #120
Glendale, AZ 85307
Email: peter@pourcaddy.com
Attn: Peter A. Grover

For purposes of this Agreement, "**Business Day**" means a day other than a Saturday, Sunday, or other day on which commercial banks in Phoenix, Arizona are authorized or required by law to close.

Section 8.03 Interpretation; Headings. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits incorporated herein by reference and attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a

statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

Section 8.05 Entire Agreement. This Agreement, including its Recitals and Exhibits (including its Disclosure Schedules), and the other Transaction Documents and the Exhibits attached thereto, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 8.06 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and permitted assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 8.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 8.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be exclusively governed by, and enforced in accordance with, the internal laws of the state of Arizona, including its statutes of limitations, without giving effect to the conflict of law provisions. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the state of Arizona in each case located in the city of Phoenix and county of Maricopa, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.09 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means (including by facsimile, email attachment, or other electronic method) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.10 Attorneys' Fees. In the event any Party to this Agreement brings any Action to enforce any provision hereof, to secure specific performance hereof, or to collect damages of any kind for any breach of this Agreement, the Prevailing Party shall be entitled to all costs, all expenses arising out of or incurred by reason of such Action, and any reasonable Attorneys' Fees and Costs expended or incurred in any such Action, and all such reasonable Attorneys' Fees and Costs shall be included in the arbitration award or court order. For purposes of this Agreement, (a) "**Attorneys' Fees and Costs**" means reasonable fees and out-of-pocket costs of a Person relating to the Action, including such Person's (i) attorneys' fees, (ii) court-related costs and expenses, (iii) expert witnesses' fees, and (iv) investigatory fees; and (b) "**Prevailing Party**" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing Party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by any other Party.

Section 8.11 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any Party or of any Affiliate of any Party, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

Section 8.12 Representation by Counsel. Each Party has been apprised of the right to obtain independent legal, financial planning, investment, Tax, and securities counsel of its own choosing with respect to the matters contained herein and to the expressed and unexpressed consequences of signing this Agreement and has either done so or knowingly waived the right to do same.

ARTICLE IX TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Sellers and Buyer;
- (b) by Seller if Buyer fails to make the Final Payments;
- (c) by Buyer by written notice to either Seller if the conditions to Closing set forth in Section 6.01 remain unfulfilled, and have not been waived by Buyer, as of the Outside Date; *provided, that* the right to terminate this Agreement pursuant to this Section 9.01(d) shall not be available to Buyer if Buyer's material breach of this Agreement was the actual cause of the failure of the Closing to occur by such time (subject to extension by mutual agreement as set forth in Section 2.01); or
- (d) by Sellers by written notice to Buyer if the conditions to Closing set forth in Section 6.02 remain unfulfilled, and have not been waived by Seller, as of the Outside Date; *provided, that* the right to terminate this Agreement pursuant to this Section 9.01(e) shall not be available to Sellers if Sellers' material breach of this Agreement was the actual cause of the failure of the Closing to occur by such time (subject to extension by mutual agreement as set forth in Section 2.01).

Notwithstanding the foregoing, the termination rights set forth in this Section 9.01 are subject to any extension of the Outside Date by mutual agreement of the Parties.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this ARTICLE IX, this Agreement, and its Exhibits, shall be deemed null and void and there shall be no liability on the part of any Party except as set forth in Section 1.07, Section 5.01 and ARTICLE IX, which shall survive the termination of this Agreement and remain in full force and effect; *provided*, nothing herein shall relieve any Party from liability for any willful breach of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of Effective Date by their duly authorized representatives.

SELLER:

FIRESIDE INDUSTRIES, INC., an Arizona corporation

By Mark A Wolf
Mark Wolf, President

BUYER:

POUR CADDY VIBE INC, an Arizona corporation

By Peter A. Grover
Peter A. Grover, President and CEO

EXHIBIT A
DEFINITIONS CROSS-REFERENCE TABLE

The following terms have the meanings set forth in the location in this Agreement referenced below:

<u>Term</u>	<u>Section</u>
Actions	Section 3.08
Affiliate	Section 1.03
Agreement	Preamble
Allocation Schedule	Section 1.05
Assumed Liabilities	Section 1.03(a)
Attorneys' Fees and Costs	Section 8.10
Bill of Sale and Assignment Agreement	Section 2.02(a)(i)
Business	Recitals
Buyer	Preamble
Closing	Section 2.01
Closing Date	Section 2.01
Closing Payment	Section 1.04
Control	Section 1.03
Deductible	Section 7.04(a)
Disclosure Schedules	Section 1.01(b)
Effective Date	Preamble
Encumbrance	Section 3.06
Excluded Assets	Section 1.02
Excluded Business	Recitals
Excluded Liabilities	Section 1.03(b)
Final Payments	Section 1.07
Financial Statements	Section 3.03
IP Transfer Date	Section 1.04
IP Transfer Payment	Section 1.04
Indemnified Party	Section 7.04
Indemnifying Party	Section 7.04
Intangible Personal Property	Section 1.01(d)
Intellectual Property	Section 3.11
Inventory	Section 1.01(a)
Law	Section 3.02

Liabilities	Section 1.03(a)
Losses	Section 7.02
Material Adverse Effect	Section 3.02
Outside Date	Section 2.01
Parties	Preamble
Party	Preamble
Person	Section 1.06
Premises	Section 5.05
Prevailing Party	Section 8.10
Promissory Note	Section 1.04
Purchase Price	Section 1.04
Purchased Assets	Section 1.01
Representative	Section 3.13
Seller	Preamble
Seller's Knowledge	Section 3.02
Sublease Agreement	Section 5.05
Tangible Personal Property	Section 1.01(b)
Tax Returns	Section 1.05
Taxes	Section 3.10
Transaction Documents	Section 2.02(a)(iii)

EXHIBIT B
BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is entered into as of October 30, 2024, (the “**Effective Date**”) by and between Fireside Industries, Inc., an Arizona corporation (“**Seller**”) and Pour Caddy Vibe Inc, an Arizona corporation (“**Buyer**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

BACKGROUND

A. Reference is made to that certain Asset Purchase Agreement dated as of the date hereof by and between Buyer and Seller (the “**Purchase Agreement**”).

B. Pursuant to the Purchase Agreement and subject to the terms and conditions set forth therein, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller’s right, title, and interest in and to the Purchased Assets.

C. Pursuant to the Purchase Agreement and subject to the terms and conditions set forth therein, Buyer has agreed to assume and be responsible for the Assumed Liabilities.

D. The parties hereto now desire to execute and deliver this Agreement in connection with the Closing of the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Purchased Assets; Excluded Assets.** Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby purchases, acquires, accepts assignment, and assumes from Seller, all of Seller’s right, title, and interest in and to the Purchased Assets (subject to the conditions set forth in Section 1.07 of the Purchase Agreement) free and clear of all liens. Buyer acknowledges that Seller makes no representation or warranty with respect to the Purchased Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

2. **Assumed Liabilities.** Buyer hereby accepts assignment, assumes, and agrees to discharge and perform when due, all the Assumed Liabilities.

3. **Subject to Purchase Agreement.** This Agreement is being delivered and executed pursuant to the Purchase Agreement and is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement will enlarge, alter, or amend the terms or provisions of the Purchase Agreement. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement control.

4. **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5. **Entire Agreement.** This Agreement, its Recitals, together with the Purchase Agreement and all other Transaction Documents, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and therein, supplanting all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Purchase Agreement or other Transaction Documents, the statements in the Purchase Agreement and such other Transaction Documents shall control.

6. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. **Governing Law.** This Agreement will be governed exclusively by the internal laws of the state of Arizona without regard to the conflicts of law principles of such state that would require the substantive laws of another state to apply.

8. **Amendment or Modification; Waiver.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto. Any of the terms of this Agreement may be waived only in writing at any time by the party or parties hereto entitled to the benefits thereof.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

FIRESIDE INDUSTRIES, INC., an Arizona corporation

By Mark A Wolf
Mark Wolf, President

BUYER:

POUR CADDY VIBE INC, an Arizona corporation

By Peter A. Grover
Peter A. Grover, President and CEO

EXHIBIT C
PROMISSORY NOTE

Principal Amount:
\$800,000.00

Phoenix, Arizona
Issued Date: October 30, 2024

FOR VALUE RECEIVED, Pour Caddy Vibe Inc, an Arizona corporation (the “**Borrower**”) hereby unconditionally promises to pay to the order of Fireside Industries, Inc., an Arizona corporation (the “**Noteholder**”), the principal amount of Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) (the “**Loan**”), together with all accrued interest thereon, as provided in this Promissory Note (this “**Note**”) pursuant to Section 1.04 of that certain Asset Purchase Agreement dated October 30, 2024, by and between the Borrower and the Noteholder (the “**Asset Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

1. **Payment.** The Loan shall be payable in equal consecutive monthly installments of principal and interest in the amount of Eight Thousand Four Hundred Eighty-Five Dollars and Twenty-Four Cents (\$8,485.24), beginning on December 1, 2024, and on the first of every month thereafter (the “**Payment Date**”), provided that all amounts outstanding under this Note, including all accrued and unpaid interest and other amounts payable under the Note, shall be due and payable on December 1, 2029 (the “**Maturity Date**”). Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day. The Borrower may prepay the Loan in whole or in part at any time or from time-to-time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

2. **Interest.** Except as otherwise provided herein, the outstanding principal amount of the Loan made hereunder shall bear interest at five percent (5%) per annum from the date the Loan was made until the Loan is paid in full, whether at maturity, upon acceleration, by prepayment, or otherwise. Interest shall be payable monthly in arrears to the Noteholder on each Payment Date. All computations of interest shall be made on the basis of three hundred sixty-five (365) days, as the case may be and the actual number of days elapsed. Interest shall accrue on the Loan on the day on which such Loan is made and shall not accrue on the Loan on the day on which it is paid.

3. **Representations and Warranties.** The Borrower represents and warrants to the Noteholder as follows: (a) the Borrower is a limited liability company duly formed, validly existing, and in good standing under the laws of Arizona; (b) the Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business; (c) the Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note; and (d) the execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary limited liability action in accordance with applicable law.

4. **Events of Default.** The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

(a) **Failure to Pay.** The Borrower fails to pay any outstanding amount of the Loan principal, plus accrued interest thereon, on any Payment Date or outstanding on the Maturity Date and does not remedy such failure within five (5) Business Days after receipt of written notice from the Noteholder.

(b) Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein is incorrect in any material respect on the date as of which such representation or warranty was made.

(c) Bankruptcy; Insolvency.

(i) The Borrower commences any case, proceeding, or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

(ii) There is commenced against the Borrower any case, proceeding, or other action of a nature referred to in Section 4(c)(i) which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged, or unbonded for a period of thirty (30) days;

(iii) There is commenced against the Borrower any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within thirty (30) days from the entry thereof;

(iv) The Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 4(c)(i), Section 4(c)(ii) or Section 4(c)(iii); or

(v) The Borrower is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due.

(d) Judgments. A judgment or decree is entered against the Borrower and such judgment or decree has not been vacated, discharged, or stayed or bonded pending appeal within thirty (30) days from the entry thereof.

5. **Notice of Event of Default.** As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within five (5) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Borrower (a) declare the entire principal amount of the Loan, together with all accrued interest thereon and all other amounts payable under the Note, immediately due and payable and/or (b) exercise any or all of its rights, powers, or remedies under applicable law; provided, however, that if an Event of Default described in Section 4 shall occur, the principal of the Loan shall become immediately due and payable without any notice, declaration, or other act on the part of the Noteholder.

7. **Governing Law.** This Note and any claim, controversy, dispute, or cause of action based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be exclusively governed by and construed in accordance with the internal laws of the state of Arizona without giving effect to its conflict of law principles.

8. **Notices.** All notices, requests, or other communications required or permitted to be delivered hereunder shall be delivered in writing to such address as set forth in the Asset Purchase Agreement or as either party hereto may from time to time specify in writing. Notices if (a) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received; and (b) sent by email shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgment).

9. **Successors and Assigns.** This Note may be assigned or transferred by the Noteholder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity with advanced written notice to Borrower.

10. **Severability.** If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. **Integration.** This Note constitutes the entire agreement between the Borrower and the Noteholder with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

12. **Amendments and Waivers.** No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

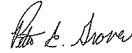
13. **Counterparts; Electronic Signature.** This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts and signed electronically, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Electronic signatures appearing on this Note or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date first written above.

BORROWER

POUR CADDY VIBE INC, an Arizona
corporation

By 
Peter A. Grover, President and CEO

Acknowledged and accepted by:

NOTEHOLDER

FIRESIDE INDUSTRIES INC., an Arizona
corporation

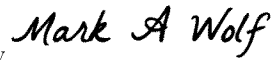
By 
Mark Wolf, President

EXHIBIT A
AMORTIZATION SCHEDULE

Month	Interest	Principal	Ending Balance
1	\$3,333.33	\$5,151.91	\$794,848.09
2	\$3,311.87	\$5,173.37	\$789,674.72
3	\$3,290.31	\$5,194.93	\$784,479.79
4	\$3,268.67	\$5,216.58	\$779,263.21
5	\$3,246.93	\$5,238.31	\$774,024.90
6	\$3,225.10	\$5,260.14	\$768,764.76
7	\$3,203.19	\$5,282.05	\$763,482.71
8	\$3,181.18	\$5,304.06	\$758,178.65
9	\$3,159.08	\$5,326.16	\$752,852.48
10	\$3,136.89	\$5,348.36	\$747,504.13
11	\$3,114.60	\$5,370.64	\$742,133.49
12	\$3,092.22	\$5,393.02	\$736,740.47
End of year 1			
13	\$3,069.75	\$5,415.49	\$731,324.98
14	\$3,047.19	\$5,438.05	\$725,886.92
15	\$3,024.53	\$5,460.71	\$720,426.21
16	\$3,001.78	\$5,483.47	\$714,942.75
17	\$2,978.93	\$5,506.31	\$709,436.43
18	\$2,955.99	\$5,529.26	\$703,907.18

A-1

19	\$2,932.95	\$5,552.29	\$698,354.88
20	\$2,909.81	\$5,575.43	\$692,779.45
21	\$2,886.58	\$5,598.66	\$687,180.79
22	\$2,863.25	\$5,621.99	\$681,558.81
23	\$2,839.83	\$5,645.41	\$675,913.39
24	\$2,816.31	\$5,668.94	\$670,244.46
End of year 2			
25	\$2,792.69	\$5,692.56	\$664,551.90
26	\$2,768.97	\$5,716.27	\$658,835.63
27	\$2,745.15	\$5,740.09	\$653,095.53
28	\$2,721.23	\$5,764.01	\$647,331.52
29	\$2,697.21	\$5,788.03	\$641,543.50
30	\$2,673.10	\$5,812.14	\$635,731.35
31	\$2,648.88	\$5,836.36	\$629,894.99
32	\$2,624.56	\$5,860.68	\$624,034.31
33	\$2,600.14	\$5,885.10	\$618,149.22
34	\$2,575.62	\$5,909.62	\$612,239.60
35	\$2,551.00	\$5,934.24	\$606,305.35
36	\$2,526.27	\$5,958.97	\$600,346.39
End of year 3			
37	\$2,501.44	\$5,983.80	\$594,362.59
38	\$2,476.51	\$6,008.73	\$588,353.86
39	\$2,451.47	\$6,033.77	\$582,320.09

40	\$2,426.33	\$6,058.91	\$576,261.18
41	\$2,401.09	\$6,084.15	\$570,177.03
42	\$2,375.74	\$6,109.50	\$564,067.53
43	\$2,350.28	\$6,134.96	\$557,932.57
44	\$2,324.72	\$6,160.52	\$551,772.04
45	\$2,299.05	\$6,186.19	\$545,585.85
46	\$2,273.27	\$6,211.97	\$539,373.89
47	\$2,247.39	\$6,237.85	\$533,136.04
48	\$2,221.40	\$6,263.84	\$526,872.19
End of year 4			
49	\$2,195.30	\$6,289.94	\$520,582.25
50	\$2,169.09	\$6,316.15	\$514,266.11
51	\$2,142.78	\$6,342.47	\$507,923.64
52	\$2,116.35	\$6,368.89	\$501,554.75
53	\$2,089.81	\$6,395.43	\$495,159.32
54	\$2,063.16	\$6,422.08	\$488,737.24
55	\$2,036.41	\$6,448.84	\$482,288.40
56	\$2,009.54	\$6,475.71	\$475,812.70
57	\$1,982.55	\$6,502.69	\$469,310.01
58	\$1,955.46	\$6,529.78	\$462,780.23
59	\$1,928.25	\$6,556.99	\$456,223.24
60	\$1,900.93	\$6,584.31	\$449,638.93
End of year 5			

Section 1.01(b) of the Disclosure Schedules
Tangible Personal Property

[Attached Separately.]

PATENT

[**REEL: 070628 FRAME: 0276** :bdea83452

Section 1.01(c) of the Disclosure Schedules
Intangible Personal Property

Vibetumblers.com

“Vibe” word mark with the register number 6,716,116

Design patent for the tumbler with patent number D984211 (the “**Patent**”)

PATENT

[REEL: 070628 FRAME: 0277] bdea83452

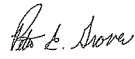
**OFFICER'S CERTIFICATE OF
POUR CADDY VIBE INC**

October 30, 2024

This Officer's Certificate (this "**Certificate**") is furnished pursuant to Section 2.02(b)(iv) of that certain Asset Purchase Agreement dated as of October 30, 2024 (the "**Purchase Agreement**") by and between Pour Caddy Vibe Inc, an Arizona corporation (the "**Company**") and Fireside Industries, Inc., an Arizona limited liability company. Unless otherwise defined herein, capitalized terms used in this Officer's Certificate shall have the meanings set forth in the Purchase Agreement.

I, the undersigned, as the sole authorized officer of the Company, do hereby certify solely in my capacity as the authorized officer of the Company and not in my individual capacity, on behalf of the Company, that:

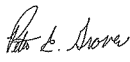
1. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the resolutions duly adopted by all the directors and shareholders of the Company authorizing the execution, delivery, and performance of the Purchase Agreement, the Transaction Documents and the consummation of the transactions contemplated thereby. Such resolutions have not been modified, rescinded, or amended and are in full force and effect as of the date hereof.
2. I am authorized to execute and deliver on behalf of the Company, the Purchase Agreement and the other Transaction Documents. The signature set forth next to my name is my true and genuine signature.

Title	Name	Signature
President and CEO	Peter A. Grover	 _____

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

POUR CADDY VIBE INC

By 

Peter A. Grover, President and CEO

[Signature page to Officer's Certificate of Pour Caddy Vibe Inc]

EXHIBIT A

**UNANIMOUS ACTION BY WRITTEN CONSENT
OF THE SHAREHOLDERS AND SOLE DIRECTOR OF
POUR CADDY VIBE INC**

October 30, 2024

The undersigned, being the sole director and all the shareholders of Pour Caddy Vibe Inc, an Arizona corporation (the “**Company**”), acting by unanimous written consent without a meeting pursuant to Section 10-821 and Section 10-704 of the Arizona Revised Statutes, does hereby consent to the adoption of the following resolutions and direct that this consent be filed with the minutes of the proceedings of the Company:

WHEREAS, the undersigned deems it to be in the best interest of the Company to enter into that certain Asset Purchase Agreement dated as of October 30, 2024 (the “**Purchase Agreement**”) by and between the Company and Fireside Industries, Inc., an Arizona limited liability company pursuant to (“**Seller**”) pursuant to which the Company will purchase specific assets of the Seller specific to the brand “Vibe Tumblers” subject to the terms and conditions set forth in the Purchase Agreement (the “**Transaction**”).

NOW, THEREFORE, LET IT BE RESOLVED, that the Transaction be, and hereby is, approved.

RESOLVED, that the form, terms, and provisions of the Purchase Agreement, the ancillary documents related thereto (collectively, the “**Transaction Documents**”) and the transactions contemplated thereby be, and hereby are, approved.

RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Transaction Documents, including but not limited to, the Transaction.

RESOLVED, that Peter A. Grover (the “**Authorized Person**”) is hereby authorized and empowered to execute and deliver the Transaction Documents in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his approval of any such additions, deletions, or changes).


RESOLVED, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments, and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Person as he shall deem necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by and the intent and purposes of the foregoing resolutions be, and hereby are, adopted, affirmed, approved, and ratified in all respects as the acts and deeds of the Company.

RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Person to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.


IN WITNESS WHEREOF, the undersigned have duly executed this Unanimous Action by Written Consent as of the date first written above.

SOLE DIRECTOR



Peter A. Grover, individually

SHAREHOLDERS



Peter A. Grover



Kevin Hoppe

[Signature Page to Unanimous Action by Written Consent of Pour Caddy Vibe Inc]

EXHIBIT A
ASSET PURCHASE AGREEMENT

[Attached separately.]

[Exhibit A to Action by Written Consent of Pour Caddy Vibe Inc]

A-1

Title	Vibe Tumblers - Transaction Documents
File name	Fireside_In..._Final_.pdf and 1 other
Document ID	e4e2e446907b56f4eba7508ccaa8bdebdea83452
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

10 / 30 / 2024

16:47:56 UTC-7

Sent for signature to Mark Wolf (mwolf@firesideind.com), Peter Grover (peter@pourcaddy.com) and Kevin Hoppe (kevin@pourcaddy.com) from paloma@nocturnallegal.com
IP: 70.176.164.67



VIEWED

10 / 30 / 2024

17:07:50 UTC-7

Viewed by Mark Wolf (mwolf@firesideind.com)
IP: 75.167.126.196



SIGNED

10 / 30 / 2024

17:11:37 UTC-7

Signed by Mark Wolf (mwolf@firesideind.com)
IP: 75.167.126.196



VIEWED

10 / 30 / 2024

17:35:51 UTC-7

Viewed by Kevin Hoppe (kevin@pourcaddy.com)
IP: 72.200.107.236



SIGNED

10 / 30 / 2024

17:44:28 UTC-7

Signed by Kevin Hoppe (kevin@pourcaddy.com)
IP: 72.200.107.236

Title	Vibe Tumblers - Transaction Documents
File name	Fireside_In..._Final_.pdf and 1 other
Document ID	e4e2e446907b56f4eba7508ccaa8bdebdea83452
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 31 / 2024
10:11:50 UTC-7

Viewed by Peter Grover (peter@pourcaddy.com)
IP: 64.44.87.96



10 / 31 / 2024
10:16:21 UTC-7

Signed by Peter Grover (peter@pourcaddy.com)
IP: 64.44.87.96



10 / 31 / 2024
10:16:21 UTC-7

The document has been completed.