

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scrip-Safe Security Products, Inc.		02/22/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Scrip-Safe Holdings, LLC		
Street Address:	7001 North Scottsdale Road, Suite 1050		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74046061	SCRIP-SAFE	
Serial Number:	77445292	SCRIP-SAFE	
Serial Number:	87340235	DIPLOMAS DIRECT	
Serial Number:	78501983	GLOBAL WATERMARK PROTECTION	
Serial Number:	75072507	DIPLOMAS ON DEMAND	
Serial Number:	77445298		
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy, Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	03/23/2022		

CH \$165.00 74046061

Total Attachments: 25

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ASSET PURCHASE AGREEMENT

By and Among

**SCRIP-SAFE SECURITY PRODUCTS, INC.,
an Ohio corporation,
PETER A. SLAMKOWSKI,
SCRIP-SAFE SECURITY PRODUCTS, INC. RETIREMENT PLAN, as
Seller Parties**

and

**SCRIP-SAFE HOLDINGS, LLC,
a Delaware limited liability company, as Buyer**

February 22, 2022

SCRIP-SAFE SECURITY PRODUCTS, INC.

Sale of assets of SCRIP-SAFE Security Products, Inc., an Ohio corporation (“*Seller*”) to Scrip-Safe Holdings, LLC, a Delaware limited liability company (“*Buyer*”), dated as of February 22, 2022.

1. ***ASSET PURCHASE AGREEMENT*** (the “*Purchase Agreement*”) by and among the Seller Parties and Buyer, dated as of February 22, 2022.

EXHIBITS TO THE PURCHASE AGREEMENT

- | | | |
|----|-----------|--|
| a. | Exhibit A | Definitions |
| b. | Exhibit B | Form of Bill of Sale |
| c. | Exhibit C | Form of Assignment and Assumption Agreement |
| d. | Exhibit D | Form of Intellectual Property Assignment |
| e. | Exhibit E | Form of Assignment and Assumption of Lease |
| f. | Exhibit F | Allocation Schedule |
| g. | Exhibit G | Form of Tinderglow Master Services Agreement |

2. ***SCHEDULES TO THE PURCHASE AGREEMENT***

- | | | |
|----|------------------|---|
| a. | Schedule 2.01(c) | Assigned Contracts |
| b. | Schedule 2.02(h) | Excluded Assets |
| c. | Schedule 2.06 | Estimated Closing Statement |
| d. | Schedule 4.01 | Organization and Qualification of Seller |
| e. | Schedule 4.03 | Consents for Assigned Contracts |
| f. | Schedule 4.05 | Financial Statements |
| g. | Schedule 4.07 | Absence of Certain Changes, Events and Conditions |
| h. | Schedule 4.08 | Material Contracts |
| i. | Schedule 4.11(b) | Leased Real Property |
| j. | Schedule 4.12(a) | Intellectual Property |
| k. | Schedule 4.12(b) | Intellectual Property Agreements |
| l. | Schedule 4.12(c) | Intellectual Property Assignments |
| m. | Schedule 4.13 | Data Privacy and System Integrity |
| n. | Schedule 4.14 | Inventory |
| o. | Schedule 4.16(a) | Customers |
| p. | Schedule 4.16(b) | Suppliers |
| q. | Schedule 4.17 | Insurance |
| r. | Schedule 4.19(b) | Permits |
| s. | Schedule 4.20(e) | Environmental Documentation |
| t. | Schedule 4.21 | Employee Benefit Matters |
| u. | Schedule 4.22 | Employment Matters |
| v. | Schedule 4.23 | Taxes |

3. ***BILL OF SALE*** by Seller, dated as of February 22, 2022.
4. ***ASSIGNMENT AND ASSUMPTION AGREEMENT*** by and between the Seller and Buyer, dated as of February 22, 2022.
5. ***ASSIGNMENT OF INTELLECTUAL PROPERTY*** by and between the Seller and Buyer, dated as of February 22, 2022.
 - a. Schedule 1 Registered Trademarks
 - b. Schedule 2 Domain Names and Social Media
6. ***ASSIGNMENT AND ASSUMPTION OF LEASE*** by and between the Seller and Buyer, dated as of February 22, 2022.
7. ***MASTER SERVICES AGREEMENT*** by and between Tinderglow, LLC and Seller.
8. ***FIRPTA CERTIFICATE*** by SCRIP-SAFE Security Products, Inc., dated as of February 22, 2022.
9. ***SECRETARY'S CERTIFICATE OF SCRIP-SAFE SECRETARY PRODUCTS, INC.***, dated February 22, 2022.
10. ***SECRETARY'S CERTIFICATE OF SCRIP-SAFE HOLDINGS, LLC***, dated February 22, 2022.
11. ***CLOSING INDEBTEDNESS CERTIFICATE***, by SCRIP-SAFE Security Products, Inc., dated as of February 22, 2022.
12. ***CERTIFICATES OF GOOD STANDING***.

Execution Version

ASSET PURCHASE AGREEMENT
BY AND AMONG
SCRIP-SAFE SECURITY PRODUCTS, INC.,
PETER A. SLAMKOWSKI,
SCRIP-SAFE SECURITY PRODUCTS, INC. RETIREMENT PLAN
AND
SCRIP-SAFE HOLDINGS, LLC
DATED AS OF
February 22, 2022

9313555

TRADEMARK
REEL: 007669 FRAME: 0258

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated as of February 22, 2022, is entered into by and among (i) SCRIP-SAFE Security Products, Inc., an Ohio corporation (the “*Seller*”), (ii) Peter A. Slamkowski, an individual resident of the State of Ohio, Scrip-Safe Security Products, Inc. – Retirement Plan, a qualified retirement plan/trust under Section 401(k) of the Internal Revenue Code of 1986, as amended (“*ROBS Plan*”), (each a “*Principal*” and, collectively, the “*Principals*”), and (iii) Scrip-Safe Holdings, LLC, a Delaware limited liability company (“*Buyer*”). Seller and Principals are sometimes referred to herein, individually, as a “*Seller Party*” and, collectively, as the “*Seller Parties*.” The Seller Parties and Buyer are sometimes referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

RECITALS

WHEREAS, Seller is engaged in the business of owning and operating a printing manufacturing facility and digital solutions business dedicated to the creation, production, issuance, transfer and fulfillment of diplomas, transcripts, other academic and professional records, and related items and derivative services, including without limitation, Diplomas on Demand (the “*Business*”);

WHEREAS, Principals are the owners of one hundred percent (100%) of the issued and outstanding capital stock interests of Seller (the “*Shares*”);

WHEREAS, Seller desires to sell and assign to Buyer the Purchased Assets, and Buyer desires to purchase and assume from Seller the Purchased Assets and the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Principals expect to derive benefit from the consummation of the transactions contemplated by this Agreement and are executing this Agreement to provide Buyer with certain representations, warranties, covenants and other assurances, all as a material inducement for Buyer to enter into this Agreement and the transactions contemplated hereby; and

WHEREAS, a portion of the purchase price payable by Buyer to Seller shall be held back by Buyer, the release of which shall be contingent upon certain events and conditions, all as set forth in this 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 hereto agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION

Section 1.01 Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto.

Section 1.02 Construction. All article, section, subsection, schedule and exhibit references used in this Agreement are to this Agreement unless otherwise specified. All schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. Unless the context of this Agreement clearly requires otherwise: (a) the singular includes the plural and the plural includes the singular wherever and as often as may be appropriate and references to the masculine, feminine or neuter gender will include each other gender, (b) the words “includes” or “including” mean

“including without limitation,” (c) the word “or” is not exclusive, (d) the words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not any particular section or article in which such words appear, (e) the words “as amended” mean “as amended from time to time,” (f) all references to “Dollars” or “\$” are to United States dollars, (g) the words “provided to Buyer” or “made available to Buyer” means posted in the electronic data room hosted by Google or delivered to the Buyer via email at least three Business Days prior to the date hereof and being continuously accessible to Buyer thereafter, (h) all references to “days” are to calendar days, and (i) when calculating a period of time, if the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which directly or indirectly relate to, or are used or held for use in connection with, the Business (collectively, the “*Purchased Assets*”), including, without limitation, the following:

- (a) all Accounts Receivable; provided, however, that amounts owed to Seller for services and products provided pursuant to the Parchment Contract or otherwise provided to Parchment LLC or its Affiliates are expressly excluded from the defined term “Purchased Assets” (and such “Parchment Accounts Receivable” shall be allocated to Seller under the provisions of Section 2.06);
- (b) all Inventory;
- (c) the Assigned Contracts;
- (d) all Intellectual Property Assets;
- (e) all Tangible Personal Property;
- (f) all Leases, along with all rights, title, and interest of Seller in or associated with all Leased Real Property;
- (g) all Permits that are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.19(b) of the Disclosure Schedules;
- (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

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

BUYER:

SCRIP-SAFE HOLDINGS, LLC

By: Parchment LLC, its sole Member

By:  _____
Name: Rick Smith
Title: Chief Financial Officer & Vice President

SELLER:

SCRIP-SAFE SECURITY PRODUCTS, INC.

By: _____
Name: _____
Title: _____

PRINCIPALS:

PETER A. SLAMKOWSKI

SCRIP-SAFE SECURITY PRODUCTS, INC. –
RETIREMENT PLAN

By: _____
Name: _____
Title: _____

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

BUYER:

SCRIP-SAFE HOLDINGS, LLC

By: Parchment LLC, its sole Member

By: _____
Name: Rick Smith
Title: Chief Financial Officer & Vice President

SELLER:

SCRIP-SAFE SECURITY PRODUCTS, INC.

By: Peter A. Slamkowski
Name: PETER A. SLAMKOWSKI
Title: CEO

PRINCIPALS:

Peter A. Slamkowski
PETER A. SLAMKOWSKI

SCRIP-SAFE SECURITY PRODUCTS, INC. –
RETIREMENT PLAN

By: Peter A. Slamkowski
Name: PETER A. SLAMKOWSKI
Title: TRUSTEE

Asset Purchase Agreement
Scrip-Safe Products, Inc.
Disclosure Schedule Section 4.12(a)
INTELLECTUAL PROPERTY

TRADEMARKS:

1. Attached are (a) the overview page from the USPTO regarding the registration of the “Diplomas Direct” trademark, and (b) the USPTO Assignment Abstract of Title regarding the registered trademark “Diplomas Direct”.
2. Attached are (a) the overview page from the USPTO regarding the registration of the “Diplomas on Demand” trademark, and (b) the USPTO Assignment Abstract of Title regarding the registered trademark “Diplomas on Demand”.
3. Attached are (a) the overview page from the USPTO regarding the registration of the “Scrip-Safe” trademark (for the printing field of use), and (b) the USPTO Assignment Abstract of Title regarding the registered trademark “Scrip-Safe” (for the printing field of use).
4. Attached are (a) the overview page from the USPTO regarding the registration of the “Scrip-Safe” trademark (for the electronic delivery field of use), and (b) the USPTO Assignment Abstract of Title regarding the registered trademark “Scrip-Safe” (for the electronic delivery field of use).
5. Attached are (a) the overview page from the USPTO regarding the registration of the “Global Watermark Protection” trademark, and (b) the USPTO Assignment Abstract of Title regarding the registered trademark “Global Watermark Protection”.
6. Attached is the trademark assignment to the Seller regarding various unregistered trademarks (“Global Document Protection”, “Identi-DOC”, “CAN-SCAN”, “Signa-Seal”, “Postal-Boxx”).
7. Attached are (a) the overview page from USPTO regarding registration of the Globe illustration design and (b) the USPTO Assignment Abstract of Title regarding the Globe illustration.

SELLER-OWNED SOFTWARE:

1. Cloud version of the Diplomas on Demand platform (as described at Seller’s website as of the Closing).
2. The e-diploma module for Diplomas Direct (as described at Seller’s website as of the Closing). Pilot website/platform for student replacement ordering.
- 3.

INTERNET DOMAIN NAMES, SOCIAL MEDIA ACCOUNTS, ETC.

1. diplomasondemandweb.com
2. diplomasondemand.herokuapp.com (test site)
3. nku.scrip-safe.com
4. wgu.scrip-safe.com (inactive)
5. SCRIP-SAFE.COM
6. SCRIP-SAFE.NET
7. <https://www.facebook.com/scripsafeinternational>
8. <https://www.youtube.com/user/scripsafesecurity>
9. @SCRIPSAFE (Twitter)