

ASSET PURCHASE AGREEMENT

Agreement, made this 9th day of August, 2018 by and between [REDACTED] Co., LLC, [REDACTED] liability [REDACTED] ny, having [REDACTED] ss [REDACTED] 5 [REDACTED] ers [REDACTED] ek [REDACTED] e, Building [REDACTED] Suite 250, Allen, TX 75013 (hereinafter referred to as "Seller"), and [REDACTED] el [REDACTED] res Corp, a corporation having an address at 245 East 19th Street, #6S, New York, New York 10003 (hereinafter referred to as "Purchaser").

Recitations

Seller is the owner and operator of a business that provides produces a podcast and provides information and education, conducts workshops, conferences, and other meetings and events, both in-person and online, at which educational presentations are made to attendees concerning the field of private labeling and under the "Private Label Movement" tradename (the "Business");

Purchaser desires to acquire, and Seller desires to sell, the assets of the Business as specified in this Agreement and subject to the terms and conditions of this Agreement;

In consideration of the covenants and agreements set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

Agreement Terms

1.01 Asset Transfer and Sale. Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agree to purchase, in accordance with the terms of this Agreement, all of the assets (excluding the "Excluded Assets" defined below) of the Business (the "Assets"), as follows:

(i) Fixtures and Equipment. All fixtures, equipment, machinery and other tangible personal property used by Seller in the operations of the Business and as identified in Exhibit "1.01(i)", attached to this Agreement. Said assets are transferred on an "as is" basis without any representation or warranty.

(ii) Goodwill. The goodwill of the Business and the tradename(s), customer lists, website address, email address, social media content, facsimile numbers and telephone numbers, if any, utilized by Seller in the operations of the Business. Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that said assets are transferred on an "as is" basis and that Seller makes no representations as to Seller's rights in or to any tradename(s).

(iii) Customer and Supplier Contracts. All contracts and agreements, whether written or oral, between Seller and any customer or supplier of Seller as of the Closing Date and annexed hereto as Exhibit "1.01(iii)".

1.02 Excluded Assets. The parties agree that this transaction shall not include any cash, certificates of deposit, securities, cash equivalents, insurance policies, accounts receivable,