

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of the last date in the signature blocks below, is entered into between Don Nixon, a resident of Carmel, Indiana (“**Seller**”), and Spirit Promotions LLC, a Florida limited liability company, located at 500 Saturn Court, Unit 74, Marco Island, Florida 64145 (“**Buyer**” and, collectively with Seller, the “**Parties**” and each individually, a “**Party**”)

RECITALS

WHEREAS, Buyer hosts the world’s most prominent pickleball tournament and offers other pickleball related products and services, and, in addition to its substantial common law rights, Buyer owns trademark registrations for:

- US OPEN PICKLEBALL CHAMPIONSHIPS in connection with organizing, conducting and operating pickleball tournaments (Reg. No. 5,819,118);



- in connection with clothing, namely, headwear and shirts; pickleball sports equipment, namely, paddles, balls and bags specially adapted for sports equipment; and organizing, conducting and operating pickleball tournaments (Reg. No. 5,498,239); and
- US OPEN PICKLEBALL ACADEMY in connection with clothing, namely, headwear and shirts, pickleball; and educational services, namely, conducting training and instruction in the field of paddle sports; paddle sports instruction (Reg. No. 5,819,118)

(collectively, the “US Open Marks”). Through widespread use of the US Open Marks, Spirit Promotions has acquired a valuable reputation, developed tremendous public goodwill and substantial common law rights.

WHEREAS, Seller owns the Acquired Assets (defined below); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the Acquired Assets, subject to the terms and conditions set forth herein;

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 PURCHASE AND SALE

Section 1.01 Acquired Assets. Seller owns the following (collectively, the “**Acquired Assets**”):

(a) United States Trademark Registration Number 6,344,344 for US OPEN INDOOR CHAMPIONSHIPS;

(b) Indiana Trademark Registration Number 2015-0258 for US OPEN PICKLEBALL CHAMPIONSHIPS; US OPEN PICKLEBALL CHAMPIONSHIP; and

(c) The following domain name registrations (collectively, the “**Domain Name Registrations**”):

(i) usopenchampionshipsindoor.com;

(ii) usopenchampionshipsindoor.org;

(iii) usopenchampionshipsindoors.com;

(iv) usopenchampionshipsindoors.org;

(v) usopenindoorchampionships.com;

(vi) usopenindoorchampionships.org;

(vii) usopenindoorpickleballchampionships.com;

(viii) usopenindoorpickleballchampionships.net;

(ix) usopenindoorpickleballchampionships.org;

(x) usopenpickleballchampionships.com;

(xi) usopenpickleballchampionships.net; and

(xii) usopenpickleballchampionships.org; and

(d) All common law rights to the foregoing in Section 1.01(a)-(c), the goodwill of the business in connection with which the foregoing in Section 1.01(a)-(c) are used and which is symbolized by the foregoing in Section 1.01(a)-(c), throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Section 1.02 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 (except as otherwise set forth herein) to Buyer, and Buyer shall purchase from Seller, all right, title and interest in, to and under the Acquired Assets.

Section 1.03 Purchase Price. The aggregate purchase price for the Acquired Assets shall be \$10,000 (ten thousand dollars) (the “**Purchase Price**”). Buyer shall pay the Purchase Price by check to Seller.

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) simultaneously with the execution of this Agreement, 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**.”

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) deliver to Buyer a trademark assignment agreement in the form of **Exhibit A** affixed and attached hereto (the “**Trademark Assignment**”);
 - (ii) transfer the Domain Name Registrations from Seller’s account to Buyer’s account;
 - (iii) take down all correspondence, social media, webpages (including but not limited to radioad.org) and any other content and public materials referencing Spirit Promotions, its owners, Terri Graham or Chris Evon, its trademarks, its tournaments, academies, products, services, or equipment, or the Acquired Assets; and
 - (iv) immediately stop all use of the Acquired Assets, as well as any trademarks or domain names confusingly similar to trademarks and domain names owned by Buyer, including, but not limited to the US Open Marks.
- (b) At the Closing, Buyer shall deliver to Seller the following:
 - (i) the Purchase Price by check ; and
 - (ii) the account information necessary for Seller to transfer the Domain Name Registrations.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

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 has all necessary power and authority to enter into this Agreement and the Trademark Assignment to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This Agreement and the Trademark Assignment constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts or Consents. The execution, delivery and performance by Seller of this Agreement and the Trademark Assignment 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 any Law or Governmental Order applicable to Seller and/or the Acquired Assets; or (b) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Seller in connection with the execution and delivery of this Agreement and the Trademark Assignment. For purposes of this Agreement: (i) “**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; (ii) “**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; and (iii) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Section 3.03 Acquired Assets. Seller is the sole and exclusive owner of and has good and valid title to the Acquired Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance. To the belief of Seller, other than as alleged by Buyer, the Acquired Assets are valid, subsisting and enforceable, and there is no basis for invalidating, terminating, rendering unenforceable or challenging the Company Intellectual Property or use or ownership thereof.

Section 3.04 Intellectual Property. The use of the Acquired Assets do not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any Person, and no Person is infringing, misappropriating or otherwise violating the Acquired Assets. For purposes of this Agreement, “**Intellectual Property**” means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) internet domain name registrations; and (d) other intellectual property and related proprietary rights.

Section 3.05 Conduct. Seller represents, warrants and covenants that (a) upon Closing, it will (i) take the actions set forth in Section 2.02(a)(i)-(iv) above, (ii) not use the terms “US,” “OPEN,” or “CHAMPIONSHIPS,” in connection with any goods or services (including, but not limited to tournaments) related to paddle or racquet sports, including, but not limited to pickleball, paddleball, tennis, badminton, table tennis, or any other sport confusingly similar thereto, (iii) not, directly or indirectly, challenge the Acquired Assets or any other assets, including but not limited to trademarks and domain names owned or used by Buyer, (iv) take or not take any action that disparages Buyer, its employees, officers, directors or agents or any of its products or services, its trademarks (including, but not limited to the US Open Marks), or otherwise dilutes, tarnishes, or impairs the value of same, (v) not disclose the existence of this Agreement or any discussions,

correspondence or negotiations between the Parties, to any Person, and (vi) not volunteer or work, including, but not limited to refereeing, for any tournament or other event or academy owned, hosted or controlled by Buyer, (b) it does not own or control any other trademarks, domain name registrations or other assets that use the terms “US,” “OPEN,” or “CHAMPIONSHIPS,” in connection with any goods or services related to paddle or racquet sports, and (c) it has not granted any rights or interest in or to the Acquired Assets to any Person. For the avoidance of doubt, nothing in this Agreement shall prevent Seller from offering goods or services related to paddle or racquet sports other than as prohibited in this Agreement or from using the terms “US,” “OPEN,” or “CHAMPIONSHIPS” in connection with other sports, not confusingly similar to paddle or racquet sports, such as, for example sailing (e.g. US OPEN SAILING CHAMPIONSHIPS).

Section 3.06 Legal Proceedings. Other than as alleged by Buyer, there are no actions pending or, to Seller’s knowledge, threatened against or by Seller that challenge the Acquired Assets or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

ARTICLE IV RELEASES

Section 4.01 By Seller. Except for the obligations of Buyer under this Agreement and any breaches thereof, Seller and its respective members, shareholders, officers, managers, directors, employees, agents, subsidiaries, parents, affiliates and/or related entities, predecessors, successors and assigns (each a “Seller Releasor”) fully and irrevocably releases, acquits, and discharges Buyer and Buyer’s members, shareholders, officers, managers, directors, employees, agents, subsidiaries, parents, affiliates and/or related entities, predecessors, successors and assigns (each a “Buyer Released Party”) from all claims, causes of action, damages, costs and liabilities of any nature whatsoever, known or unknown, whether in law, equity or otherwise, that a Seller Releasor (i) ever had, now has, or may hereafter have or acquire against a Buyer Released Party arising out of or relating to the subject matter of this agreement or (ii) arising out of or relating in any way to any act or omission occurring on or before the Effective Date.

Section 4.02 By Buyer. Except for the obligations of Seller under this Agreement and any breaches thereof, Buyer and its respective members, shareholders, officers, managers, directors, employees, agents, subsidiaries, parents, affiliates and/or related entities, predecessors, successors and assigns (each a “Buyer Releasor”) fully and irrevocably releases, acquits, and discharges Seller and Seller’s members, shareholders, officers, managers, directors, employees, agents, subsidiaries, parents, affiliates and/or related entities, predecessors, successors and assigns (each a “Seller Released Party”) from all claims, causes of action, damages, costs and liabilities of any nature whatsoever, known or unknown, whether in law, equity or otherwise, that a Buyer Releasor ever had, now has, or may hereafter have or acquire against a Seller Released Party arising out of or relating to any act or omission occurring on or before the Effective Date.

ARTICLE V MISCELLANEOUS

Section 5.01 Expenses. Except as otherwise expressly provided herein (including Section 5.06 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 5.02 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 if sent after normal business hours of the recipient; or (d) on the third 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 5.02):

If to Buyer: P.O. Box 1269
Marco Island, Florida 64145
Email: terri@usopenpickleball.com
Attention: Terri Graham

with a copy to: Godfrey & Kahn, S.C.
833 E. Michigan St,
Milwaukee, Wisconsin 53202
Email: sdelsman@gklaw.com
Attention: Shane Delsman

If to Seller: P.O. Box 341
Carmel, Indiana 46082
Email: dmnixonii@hotmail.com

with a copy to: Woodard, Emhardt, Henry, Reeves & Wagner, LLP
111 Monument Circle, Suite 3700
Indianapolis, Indiana 46204
Email: cjmeyer@uspatent.com
Attention: Charlie Meyer

Section 5.03 Interpretation; Headings. 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 headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 5.04 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 5.05 Entire Agreement. This Agreement and the Trademark Assignment constitute the sole and entire agreement of the Parties to this Agreement 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 Trademark Assignment, the statements in the body of this Agreement will control.

Section 5.06 Attorney's Fees. If any formal legal action or other proceeding is taken to enforce the terms of this Agreement, the successful or prevailing Party shall be entitled to recover actual attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Section 5.07 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer, but not Seller, may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section 5.07 shall be null and void.

Section 5.08 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. 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 5.09 Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin, without reference to its conflict of laws principles. The courts having sole and exclusive jurisdiction over any dispute or controversy arising out of this Agreement will be the federal and state courts located in Milwaukee County, Wisconsin. The Parties waive any defense of lack of personal jurisdiction in any actions so brought, and waive all rights to bring or maintain an action in, or seek any change to, any other jurisdiction or venue.

Section 5.10 Cooperation. Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 5.11 Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief and a presumption of irreparable harm. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to the limitations of liability set forth in this Agreement.

Section 5.12 Counterparts. 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 facsimile, 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.

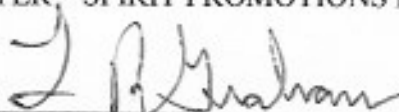
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER - DON NIXON

By: _____

Date: _____

BUYER - SPIRIT PROMOTIONS LLC

By: 

Name: Terri Graham

Title: Co-Founder

Date: 9-14-2021

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and shall be effective as of the last date in the signature blocks below (the "Effective Date"), by and between, Don Nixon, a resident of Carmel, Indiana ("Assignor"), and Spirit Promotions LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, owns all right, title, and interest in and to the trademarks identified in **Attachment A** attached hereto, any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademarks and trade dress (collectively, the "Assigned Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), by and between Assignee and Assignor, Assignee shall acquire all rights throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the Assigned Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the Parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office and the Indiana Secretary (or other appropriate Indiana government employee), whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Assigned Trademarks.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademarks by Assignor to Assignee.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the Parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark Assignment as of the Effective Date.

"ASSIGNOR":

Don Nixon

By: _____

Name: _____

Title: _____

Date: _____

"ASSIGNEE":

Spirit Promotions LLC

By: Terris R. Graham

Name: Terris R. Graham

Title: Co-Founder

Date: 9-14-2021

ATTACHMENT A

Assigned Trademarks

Trademark	Jurisdiction	Registration Number	Registration Date
US OPEN INDOOR CHAMPIONSHIPS	US	6,344,344	May 11, 2021
US OPEN PICKLEBALL CHAMPIONSHIPS; US OPEN PICKLEBALL CHAMPIONSHIP	Indiana	2015-0258	July 16, 2015