



State of Rhode Island and Providence Plantations
Department of State - Business Services Division

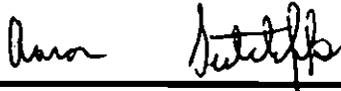
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Fictitious Business Name Statement

DOMESTIC or FOREIGN Limited Liability Company

→ Filing Fee: \$50.00

Pursuant to the provisions of RIGL 7-16-9 the undersigned limited liability company hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. Entity ID Number 1681484	2. Exact Name of the Limited Liability Company Jumpin Jupiter, LLC	
3. The fictitious business name to be used is: Jumpin Jupiter Inflatables		
4. The limited liability company is organized under the laws of: Rhode Island		5. The date of formation is: February 14, 2018
6. Applicant is otherwise authorized to do business in the state of Rhode Island.		
<i>Under penalty of perjury, I declare and affirm that I have examined this Fictitious Business Name Statement and that the information contained herein is true and correct.</i>		
Name of Applicant Limited Liability Company Jumpin Jupiter, LLC		Date 3/1/18
Signature of Authorized Person  SIGN DOCUMENT HERE		

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

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If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

Jumpin Jupiter Inflatables, LLC

**Action By Written Consent
of
Sole Member**

As Of March 1, 2018

The undersigned, being the sole Member of **Jumpin Jupiter Inflatables, LLC**, a Rhode Island Limited Liability Company (the "Company") hereby (i) waives notice of a meeting and (ii) adopts, approves and consents to the following actions being taken for and on behalf of the Company:

RESOLVED: That the Company be, and hereby is, authorized to sell certain tangible and intangible property from **Jumpin Jupiter Inflatables, LLC to Jumpin Jupiter, LLC and Aaron Sutcliffe and Daliah Rosales**, in the amount of **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)**.

RESOLVED: That in order to effectuate the foregoing resolution the Sole Member, **Gary G. Machado**, is hereby authorized to execute, acknowledge, and deliver any and all documents and instruments, including, but not limited to a settlement statement, bill of sale, assignment of leases and rents, and any and all other documents and to take any and all other actions, as said Member may deem necessary or appropriate, upon any terms as said Member may approve, and said approval to be conclusively established by the signature of said Member on behalf of the Company on any such documents and instruments.

RESOLVED: The Company, by and through its Sole Member, Gary G. Machado, authorizes the buyer, Jumpin Jupiter, LLC and/or Aaron Sutcliffe and Daliah Rosales, to use the name "Jumpin Jupiter Inflatables, LLC".

MEMBER:



Gary G. Machado

BILL OF SALE

Jumpin Jupiter Inflatables, LLC, for and in consideration of **One Hundred Fifty Thousand (\$150,000.00) Dollars**, does hereby sell, transfer and convey all of his right, title, and interest in and to the certain assets listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter "Assets") to **Jumpin Jupiter, LLC**, a Rhode Island Limited Liability Company, and **Aaron Sutcliffe and Daliah Rosales**, c/o 102 Serrel Sweet Road, Johnston, Rhode Island 02919 ("Buyer") TO HAVE AND TO HOLD the same unto its successors and assigns forever.

Seller hereby represents and warrants that Seller has good and marketable title to the Assets. Seller further represents and warrants that all of the Assets are free and clear of restrictions or conditions to transfer or assignment, and free and clear of mortgages, liens, pledges, charges, encumbrances or claims. Apart from the foregoing representations and warranties, Seller represents and warrants that all vehicles, equipment, and purchased assets are in good working order at the time of the sale. After the sale and upon the first new equipment rental order, the buyer/new owner will complete a walk-through inspection of equipment and will notify the seller of any "pre-existing damage" to the equipment. The seller shall be responsible for repairing or replacing any "pre-existing damage" to the said equipment. The buyer/new owner will notify the seller with a list of the work orders so he is aware when the first new rental of each piece of equipment is occurring.

Transferor, by these presents, does hereby sell, convey, assign, transfer and deliver unto Transferee, its successors and assigns, all of its right, title and interest, legal or equitable, in the Business, including but not limited to:

1.1 Equipment. All machinery, equipment, business machines and computer equipment, furniture and trade fixtures, telephone system and other equipment owned by the Transferor which is used in the operation of the Business, all of which is sold "As Is" and without warranty of the Transferor;

1.2 Inventory. All inventories of inflatables, rental tents, concession rental

equipment and other goods and supplies held for rental and/or sale to customers or use in the ordinary course of the Business as exists on the date hereof;

1.3 Licenses. All licenses and permits owned by the Transferor and used in the Business as and to the extent the same may be transferred by the Transferor to the Transferee;

1.4 Intangible Property. All intangible property of the business including but not limited to the website and website address, phone numbers, email addresses, goodwill, etc.

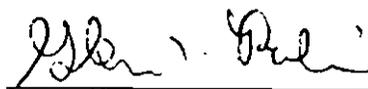
1.5 Trade Secrets and Customer Lists. All papers, letterhead, computerized databases, mailing programs, and records in Transferor's care, custody and control relating to the operation of the Business, including customer lists, sales records, billing records, marketing materials, financial records and inventory records.

1.6 Assignment of Lease. The Lease Agreement and Lease Amendment (collectively referred to as the "Lease") attached hereto as Exhibit B is hereby assigned to the Buyer. It shall be the responsibility of the Buyer to get an approval of the said assignment from the Landlord of the Lease.

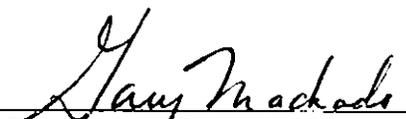
2. This Bill of Sale and Assignment shall be binding upon the successors and assigns of Transferor, and shall inure to the benefit of the successors and assigns of Transferee.

IN WITNESS WHEREOF, this Bill of Sale is executed on **March 1, 2018**.

Witness:



Jumpin Jupiter Inflatables, LLC

By: 
Gary G. Machado, Sole Member



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

March 12, 2018 12:10 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State

