

State of Rhode Island  
Department of State - Business Services DivisionRECEIVED  
SEP 05 2024  
10:19:49**Fictitious Business Name Statement**

DOMESTIC or FOREIGN Business Corporation

→ Filing Fee: \$50.00

Pursuant to the provisions of RIGL 7-1.2-402, the undersigned business corporation 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: <b>001778496</b>	2. The name of the Corporation is: <b>The MAVA Group, Inc.</b>	
3. The fictitious business name to be used is: <b>Dome Publishing</b>		
4. The corporation is organized under the laws of: <b>Delaware</b>		5. The date of incorporation is: <b>12/22/2022</b>
6. The address of its registered office within Rhode Island is: Street Address <b>10 New England Way</b>		
City <b>Warwick</b>	State <b>RHODE ISLAND</b>	Zip <b>02886</b>
7. The business in which it is engaged: <b>To engage in the manufacturing of products and to do all things normally done in this type of business, as well as in any other line of business, which it deems necessary, profitable or desirable, directly or indirectly related thereto, and not prohibited by law.</b>		
8. Applicant is otherwise authorized to do business in the state of Rhode Island.		
9. 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.		
Name of Authorized Officer of the Corporation <b>Michael Karsay, President</b>		Date <b>9/3/2024</b>
Signature of Authorized Officer of the Corporation <div style="text-align: right;">DocuSigned by:  9C2B01E1BF5A4C4</div>		

**MAIL TO:****Division of Business Services**

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: [www.sos.ri.gov](http://www.sos.ri.gov)

FILED

SEP 05 2024

BY **FOXXA****019****K**

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](mailto:corporations@sos.ri.gov).

## **BILL OF SALE**

**THIS BILL OF SALE** ("*Bill of Sale*") is dated as of August 30, 2024, by and between Dome Publishing Company, Inc., a Rhode Island corporation, and Data Binding, Inc., a Rhode Island corporation (each a "**Seller**" and collectively, the "**Sellers**") and The MAVA Group, Inc., a Delaware corporation ("**Buyer**" and, together with Sellers each a "**Party**" and, collectively, the "**Parties**")

**WHEREAS**, Buyer and Sellers are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), pursuant to which, Sellers have agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase from Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement); and

**WHEREAS**, capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the forgoing and the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Transfer of Purchased Assets.** Sellers do hereby irrevocably and unconditionally assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of the Purchased Assets and all of Sellers' right, title and interest in and to the Purchased Assets, free and clear of any and all liens and encumbrances. Other than the Purchased Assets, Sellers shall retain and shall not convey to Buyer any other properties, rights or assets of Sellers, including, but not limited to, the Excluded Assets (which expressly includes the Excess Inventory).

2. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

3. **Governing Law; Waiver of Jury Trial.** This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

4. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Bill of Sale is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Purchase Agreement, the Parties agree that the terms of the Purchase Agreement shall control.

5. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Bill of Sale and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Bill of Sale as to the Parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the Parties transmitted by facsimile and PDF shall be deemed to be their original signatures for any purposes whatsoever.

**IN WITNESS WHEREOF**, the parties have caused this Bill of Sale to be duly executed on the date first above written.

**DATA BINDING, INC.**

By: David Winsor  
Name: David S. Winsor  
Title: Co-President

By: James R. Baldwin  
Name: James R. Baldwin  
Title: Co-President

**DOMESTIC PUBLISHING COMPANY, INC.**

By: David Winsor  
Name: David S. Winsor  
Title: Co-President

By: James R. Baldwin  
Name: James R. Baldwin  
Title: Co-President

**THE MAVA GROUP, INC.**

By : \_\_\_\_\_  
Name: Michael Karsay  
Title: President

*[Signature Page to Bill of Sale]*

**IN WITNESS WHEREOF**, the parties have caused this Bill of Sale to be duly executed on the date first above written.

**DATA BINDING, INC.**

By: \_\_\_\_\_

Name: David S. Winsor

Title: Co-President

By: \_\_\_\_\_

Name: James R. Baldwin

Title: Co-President

**DOMESTIC PUBLISHING COMPANY, INC.**

By: \_\_\_\_\_

Name: David S. Winsor

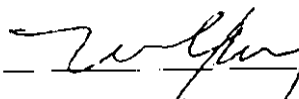
Title: Co-President

By: \_\_\_\_\_

Name: James R. Baldwin

Title: Co-President

**THE MAVA GROUP, INC.**

By:  \_\_\_\_\_

Name: Michael Karsay

Title: President

*[Signature Page to Bill of Sale]*



State of Rhode Island

**Department of State | Office of the Secretary of State**

**Gregg M. Amore**, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,  
  
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:

September 05, 2024 10:19 AM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Gregg M. Amore  
*Secretary of State*

