



State of Rhode Island
 Department of State - Business Services Division

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 STATE OF RHODE ISLAND
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Fictitious Business Name Statement

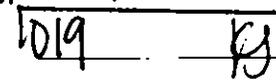
DOMESTIC or FOREIGN Business Corporation

→ 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: 001778496	2. The name of the Corporation is: The MAVA Group, Inc.		
3. The fictitious business name to be used is: Dome Publishing			
4. The corporation is organized under the laws of: Delaware	5. The date of incorporation is: 12/22/2022		
6. The address of its registered office within Rhode Island is:			
Street Address 10 New England Way			
City Warwick	State RHODE ISLAND	Zip 02886	
7. The business in which it is engaged: 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.			
8. Applicant is otherwise authorized to do business in the state of Rhode Island.			
9. <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 Authorized Officer of the Corporation Michael Karsay, President			Date 9/3/2024
Signature of Authorized Officer of the Corporation			
DocuSigned by:  <small>GC2B01E1BF9A4C4</small>			

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

FILED
 SEP 05 2024
 BY **FOXXA**


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.

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

DOME 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 : Michael Karsay
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

DOME PUBLISHING COMPANY, INC.

By: _____

Name: David S. Winsor

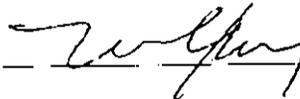
Title: Co-President

By: _____

Name: James R. Baldwin

Title: Co-President

THE MAVA GROUP, INC.

By: 

Name: Michael Karsay

Title: President

[Signature Page to Bill of Sale]