

BILL OF SALE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale Assignment and Assumption Agreement (the "Agreement"), effective as of September 9, 2022 (the "Effective Date"), by and between Track Star International, Inc., a New York corporation (the "Buyer"), and ThingTech, Inc., a Delaware corporation ("Seller").

WHEREAS, Seller has agreed to sell, assign, transfer, convey, and deliver to Buyer all of its rights, title and interests in an to the Acquired Assets, and the Buyer has also agreed to assume and become responsible for the Assumed Customer Contracts set forth on Exhibit B to the Purchase Agreement (defined below) and the Assumed Vendor Contracts set forth on Exhibit D to the Purchase Agreement (collectively, the "Assumed Contracts"), pursuant to that certain Asset Purchase Agreement, by and among Seller and Buyer, dated of even date herewith (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Acquired Assets. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Acquired Assets and agrees to pay, perform and discharge, as and when due, all of the Assumed Contracts accruing on and after the Effective Date. Buyer is not assuming and shall not otherwise be responsible or liable for any liabilities, debts, or obligations of the Seller except those specifically identified as Assumed Contracts.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Buyer acknowledges that Seller makes no representation and warranty with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any disputes arising out of or in connection with this Agreement shall be governed by Section 7.3 of the Purchase Agreement.

5. 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 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.

6. 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

Seller:

ThingTech, Inc.

By David Churchill

Name: David Churchill

Title: President

Buyer:

Track Star International, Inc.

By _____

Name: Michael Hughes

Title: President

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

Seller:

ThingTech, Inc.

By _____

Name: David Churchill

Title: President

Buyer:

Track Star International, Inc.

By Michael Hughes _____

Name: Michael Hughes

Title: President