

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seasons, Inc.		03/17/2000	CORPORATION: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FITZ AND FLOYD, INC.		
<b>Street Address:</b>	501 CORPORATE DRIVE		
<b>City:</b>	LEWISVILLE,		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75057		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1852134	SEASONS	
<b>Registration Number:</b>	2381534	SEASONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)220-0445		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-220-0444		
<b>Email:</b>	gcrutsinger@ipoftexas.com		
<b>Correspondent Name:</b>	GERALD G. CRUTSINGER		
<b>Address Line 1:</b>	1601 ELM STREET, SUITE 1950		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201-4744		
<b>NAME OF SUBMITTER:</b>	GERALD G. CRUTSINGER		
<b>Signature:</b>	/GERALD G. CRUTSINGER/		
<b>Date:</b>	02/11/2005		

Total Attachments: 4

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made this 17th day of March, 2000 by and between Fitz and Floyd, Inc., a Delaware corporation ("Purchaser"), and Seasons, Inc., an Arkansas corporation ("Seller").

### RECITALS

- A. Seller is engaged in the business of designing and selling candles, potpourri and decorative accessories (the "Seasons Business"); and
- B. Subject to the terms and conditions of this Agreement, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller, certain assets specified herein which are used by Seller in the Seasons Business.

NOW, THEREFORE, in consideration of the premises, the mutual terms and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

### ARTICLE I. PURCHASE AND SALE OF ASSETS

**1.1 *Purchase and Sale of Assets.*** On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey, deliver and assign to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, on and as of the date hereof, for the consideration hereinafter provided, all Seller's right, title and interest in and to the following assets owned by Seller and used in the Seasons Business (collectively, the "*Seasons Assets*"):

(a) Inventory. All inventories of Seller, including, without limitation, all finished goods, work-in-progress and raw materials, whether located at the premises of Seller in Little Rock, Arkansas or any other location;

(b) Personal Property. All candle molds, plates, dyes, stamps and any other similar assets used in the manufacturing and packaging of the products now or previously sold in the Seasons Business, and all Seller's promotional catalogues, sales sheets and other promotional materials relating to the Seasons 2000 product line.

(c) Intellectual Property. To the extent in existence as of the date of this Agreement: (i) all Seller's domestic and foreign patents, licenses, trademarks, trade names (including the trade name "Seasons"), service marks, copyrights, in each case relating to any products now or previously sold in the Seasons Business (and applications and registrations for any of the foregoing), including, without limitation, those certain trademarks listed on Schedule 1.1(c); (ii) all Seller's inventions, invention disclosures and domain names; (iii) any confidential information and other similar intangible assets of Seller used by Seller in connection with the operation of the Seasons Business and the goodwill associated with all of the foregoing; (iv) all Seller's propriety designs, formulas and manufacturing processes for the products now or previously sold in the Seasons

Business; and (v) the right to register, perfect and enforce any rights embodied therein and to collect damages for any past or future, infringement of such rights by third parties (collectively, (i) through (v) above, the "*Intellectual Property*");

(d) Customer Information. All Seller's customer lists, files and other related information pertaining to customers of the Seasons Business;

(e) Open Purchase Orders. All open purchase orders from customers that have been received, but not accepted by, Seller; and

(f) Licenses and Permits. All of Seller's rights in all governmental licenses, permits and authorizations (and applications for any of the foregoing) necessary for the operation of the Seasons Business, if any, but only to the extent transferable.

**1.2 *Asset Transaction.*** The transaction contemplated by this Agreement constitutes only the purchase and sale of assets. Purchaser shall not acquire any accounts receivable or cash or cash equivalents of Seller or any other assets not expressly described in Section 1.1. Purchaser shall not assume, or in any way be liable or responsible for, any liabilities or obligations of Seller of any kind whatsoever, whether direct or indirect, now existing or hereinafter incurred, absolute, accrued, contingent or otherwise. Without limiting the generality of the foregoing, Purchaser shall not assume the following: (a) any obligations, liabilities and commitments (fixed or contingent) of Seller; (b) any liability or obligation of Seller arising out of or in connection with the negotiation and preparation of this Agreement and the consummation and performance of the transactions contemplated hereby, including, without limitation, any liabilities with respect to Taxes (as hereinafter defined) or obligations of Seller to fund any of its employee benefit plans; (c) any liability or obligation under contracts and other agreements to which Seller is a party or by which it or its assets, properties or rights are bound or subject, including, without limitation, any product or sales warranties or any other obligations relating to or arising out of the sales of products by the Seller; (d) any liability or obligation of Seller to any of its stockholders or its affiliates; (e) any liability or obligation of Seller arising out of or relating to any breach of a representation, warranty, covenant or agreement of Seller contained herein; and (f) any liability or obligation relating to any compensation, bonus, severance payment, change of control payment or other payment or obligation to which any employee of Seller is entitled.

**1.3 *Closing.*** The closing of the transaction contemplated by this Agreement (the "Closing") shall occur simultaneously with the execution and delivery of this Agreement.

**1.4 *Purchase Price.*** Purchaser shall pay to Seller the following for the Seasons Assets (collectively, the "*Purchase Price*");

(a) at the Closing, Purchaser shall pay to Seller the sum of One Million One Hundred Fifty Thousand Dollars (\$1,150,000) in cash;

(b) at the Closing, Purchaser shall execute and deliver to Seller a promissory note in the principal amount of \$500,000 in the form as attached hereto as Exhibit A (the "*Purchase Note*"); and

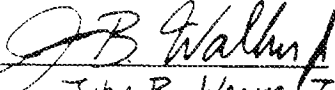
IN WITNESS WHEREOF, each of the parties hereto has executed this Asset Purchase Agreement as of the date first above written.

PURCHASER:

SELLER:

FITZ AND FLOYD, INC.

SEASONS, INC.

By:   
Name: John B. Walker, Jr.  
Title: VP - FINANCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibits

- A - Purchase Note
- B - Bill of Sale and Assignment Agreement
- C - Trademark Assignment

Schedules

- 1.1(c) - Trademarks
- 1.4(c) - Seasons 2000 Product Line
- 2.5 - Liens
- 2.7 - Tax Exceptions
- 2.9 - Intellectual Property Exceptions
- 2.10 - Section 2.10 Exceptions

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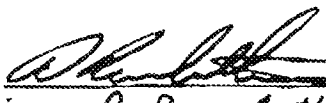
PURCHASER:

FITZ AND FLOYD, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

SEASONS, INC.

By:  \_\_\_\_\_  
Name: D. Ross Arthur  
Title: President

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