

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topperscot, Inc.		07/23/2002	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Topperscot, LLC (formerly TS Acquisition, LLC)		
Street Address:	2323 S. Lipan		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80223		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2257447	SANTA'S STOCKINGS	
Registration Number:	2384003	TOUCHDOWN TREASURES	
CORRESPONDENCE DATA			
Fax Number:	(303)268-0065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-268-0066		
Email:	firm@sbiplaw.com		
Correspondent Name:	Thomas D. Bratschun		
Address Line 1:	1745 Shea Center Drive, Suite 330		
Address Line 4:	Highlands Ranch, COLORADO 80129		
NAME OF SUBMITTER:	Thomas D. Bratschun		
Signature:	/TD Bratschun/		
Date:	06/21/2005		

Total Attachments: 5

900026944

**TRADEMARK
 REEL: 003108 FRAME: 0610**

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AGREEMENT FOR SALE AND PURCHASE OF ASSETS

THIS AGREEMENT FOR SALE AND PURCHASE OF ASSETS (this "Agreement") is made and entered into as of July 23, 2002, by and between Topperscot, Inc. a Colorado corporation ("Seller"), and Vern B. Swanson, Jr. ("Shareholder"), on the one hand and TS Acquisition, L.L.C. a Colorado limited liability company ("Buyer"), on the other hand.

Recitals

- A. Seller conducts a business (the "Business") of manufacturing and selling specialty ornamental products.
- B. Shareholder is the sole shareholder of Seller.
- C. Seller and Shareholder desire that Seller sell to Buyer the Business and substantially all of the assets used in the Business. Buyer desires to purchase and acquire from Seller the Business and substantially all of the assets used in the Business and to assume only specific liabilities as more specifically set forth below.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

ARTICLE 1

Assets and Liabilities

1.1 Sale of Assets. Subject to the terms and conditions set forth in this Agreement (and except for the Excluded Assets as defined in Section 1.2 hereof), Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase all of Seller's and, as appropriate, Shareholder's right, title and interest in and to the Business as a going concern and the assets (the "Purchased Assets") owned by Seller and used by Seller in the Business as of the Effective Time (as hereinafter defined), including, but not limited to, the following:

- (a) All of the Seller's prepaid expense (but not customer) deposits and prepaid royalties as of the Effective Time;
- (b) All of Seller's accounts receivable and other receivables as of the Effective Time, except those described in Section 1.2(e) (the "Accounts Receivable").
- (c) All leasehold improvements and tangible personal property of all kinds owned by Seller or used by Seller in the Business (the "Personal Property"), including all of the personal property, furniture and fixtures, leasehold improvements, and

equipment listed on **Schedule 1.1(c)** attached hereto (which Schedule lists all Personal Property with a cost of \$500 or more);

(d) The patents, copyrights, trademarks, trade names, logos, patterns, designs, formulae, goodwill, customer lists, trade secrets, know how, proprietary rights and other intellectual property rights owned by Seller and used in the Business (the "Intellectual Property"), including the Intellectual Property listed on **Schedule 1.1(d)** attached hereto and all of Seller's rights to the name "Topperscot" and any related marks;

(e) All expendables for the Business such as office supplies, production supplies, packaging materials, pallets and expendables on hand (the "Supplies");

(f) All of Seller's existing contract rights, commitments, indications of interest, purchase orders and sales orders relating to the Business and disclosed to Buyer on **Schedule 4.19**, as updated pursuant to Section 6.3 as well as all other sales orders and purchase orders which are not required to be listed on **Schedule 4.19** but have been entered into in the ordinary course of business (collectively, the "Assigned Contracts");

(g) All telephone numbers, facsimile numbers and Internet web sites, if any, used in the Business;

(h) To the extent assignable, all of Seller's franchises, licenses, and registrations relating to the Business, including the licenses listed on **Schedule 1.1(h)** (the "Licenses");

(i) all of Seller's files, papers, books of account, sales and marketing records, personnel files, and other books and records and files of any kind or description, in each case located at Seller's Business facilities and relating to the Business;

(j) Seller's inventory of raw materials, work in process and finished goods (the "Purchased Inventory"); and

(k) All of Seller's advertising materials, including product catalogs, price lists and promotional materials of all kinds.

The Purchased Assets shall include all of Seller's assets described above and reflected in Seller's financial statements for the period ended as of May 31, 2002 to be delivered to Buyer pursuant to Section 6.3, and any such assets acquired thereafter and prior to the Closing (as hereinafter defined), except for assets transferred or disposed of in the ordinary course of business after May 31, 2002, or assets described in Section 1.2. All of the Purchased Assets shall be conveyed to Buyer, free and clear of all liens and encumbrances.

SCHEDULE 1.1(d)

Intellectual Property

See attached documents.

Seller owns the rights to utilize the domain names "topperscot.com" and "ornamentsunlimited.com".

Seller owns federally registered trademarks for the names "Touchdown Treasures", "Santa's Stockings", and "Touch of Class Ornaments".

Bronner Display & Sign Advertising Inc., a Michigan corporation having a place of business in Frankenmuth, Michigan ("Bronner"), contends that Seller manufactures, or causes to be manufactured, a packaging product (the "Trifold Packages") that infringes a trademark or trade dress right held by Bronner. Seller disputes this contention. However, no determination has been made as to whether Seller's manufacturing of the Trifold Packages infringes Bronner's claimed trade mark or trade dress rights. To resolve this dispute, Seller and Bronner have entered into an agreement dated July of 1997, pursuant to which Bronner has granted a nonexclusive license the trademark or trade dress rights at issue to Seller in consideration for Seller's granting a discount to Bronner for ornaments purchased from Seller. A copy of such agreement has been delivered to or otherwise made available to Buyer. This agreement, and the non-exclusive license granted pursuant to it, shall terminate upon the sale of Seller's business unless Buyer agrees in writing as of the date of such sale to be bound by all the terms of this agreement. In addition, in the event that such agreement is terminated, Seller has agreed that Seller will terminate the use of the Trifold Packages.

Seller has been requested to stop using a photograph of three firemen raising the American flag on the ruins of the World Trade Center by legal counsel for *The Record*, a newspaper owned by the North Jersey Media Group, Inc. and the three firemen whose likeness is shown in the photograph (collectively, "*The Record*"). *The Record* has indicated that it has filed a copyright registration with regard to the photo and is attempting to limit commercial and other uses of the photograph to ensure that any revenue generated from the use of the photograph reaches legitimate and designated charities. Seller and *The Record* are currently involved in negotiations regarding the granting of a license to Seller to utilize this photograph in Seller's business for purposes agreed upon by *The Record*.

Seller has utilized the following names in connection with the sales of ornaments, nutcrackers and other items: "Sports Collector Series", "Classic Collector Series", "Wildlife Collector Series", "Christmas Collector Series Ornaments", "Ornaments Unlimited", "Candles Unlimited", and "Kandles for Keeps". Seller does not hold any copyright or trade name

designations for such names and has not applied for or obtained any legally protected rights in such names.

As a business practice, Seller has listed the designation of "ISI" in the pictorial display of various artworks produced by Seller that were incorporated into products sold by Seller. Seller has not obtained registration of the copyright claims associated with such artworks. In connection with the transactions set forth in this Agreement, Seller agrees to provide Buyer with an exclusive right to utilize any such artworks produced by Seller that were incorporated into products sold by Seller.

Change of Name

DLLC 20021120528
AMENDMENT TO ARTICLES OF ORGANIZATION

Form 405 Revised July 1, 2002
Filing fee: \$25.00
Deliver to: Colorado Secretary of State
Business Division
1360 Broadway, Suite 200
Denver, CO 80202-5169

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20021201236 C
\$ 75.00
SECRETARY OF STATE
07-23-2002 15:26:37

This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-80-209, Colorado Revised Statutes (C.R.S.), the individual named below causes this Amendment to the Articles of Organization to be delivered to the Colorado Secretary of State for filing, and states as follows:

The name of the limited liability company is: NC&S
TS Acquisition, LLC

The Articles of Organization shall be amended as set forth herein (mark all that apply):

There is a change in the name of the limited liability company to: Topperscot, LLC

The entity name of a limited liability company must contain the term "limited liability company", "lid. liability company", "limited liability co.", or "lid. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)(c), C.R.S.

There is a false or erroneous statement in the articles of organization: _____

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Phillip H. Walton, Manager, 3805 South Dahlia Street, Englewood, CO 80110

OPTIONAL. The electronic mail and/or Internet address for this entity is/are:
e-mail _____ Web site _____
The Colorado Secretary of State may contact the following authorized person regarding this document: name _____ address _____
voice _____ fax _____ e-mail _____

