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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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To the Director of the U. S. Patent a.	documents or the new address(es) below.
. Name of conveying party(ies): Sherry M. Richards	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  X No
	Name: Arthur Agency Internal Address: PO Box 1341
General Partnership Limited Partnersh Corporation- State:	Street Address:  City: Parkersburg
OtherCitizenship (see guidelines)United States	State: West Virginia Country: United States Zip: 26102
Additional names of conveying parties attached? Yes  3. Nature of conveyance )/Execution Date(s):	Association Citizenship  General Partnership Citizenship
Execution Date(s) February 28, 2005	Limited Partnership Citizenship
☐ Assignment       ☐ Merger         ☐ Security Agreement       ☐ Change of Nam	X OtherLimited Liability Citizenship United States
Security Agreement Change of Nam  **  Other correct erroneous serial no. 78/55	5669 (Designations must be a separate document from assignment)
<ol> <li>Application number(s) or registration number</li> <li>Trademark Application No.(s)</li> <li>78/556695</li> </ol>	(s) and identification or description of the Trademark.  B. Trademark Registration No.(s)
70/3300/3	Additional sheet(s) attached? Yes X No
C. Identification or Description of Trademark(s) (and A WOMAN'S VIEW	Filing Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspond concerning document should be mailed: Name:John J. Giblin	dence 6. Total number of applications and registrations involved:
nternal Address: PO Box 1386	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00
Street Address:	Authorized to be charged by credit card  X Authorized to be charged to deposit account  Enclosed
City: Charleston	8. Payment Information:
State: West Virginia Zip: 25325-1386 Phone Number: (304) 347-1100	a. Credit Card Last 4 Numbers Expiration Date 023292
Fax Number: (304) 347-1196 Email Address: jgiblin@bowlesrice.com	b. Deposit Account Number 023292  Authorized User Name Anthony P. Tokarz
9. Signature: Signature	Aug. 25, 2006 Date
John J. Giblin  Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") made and entered into on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2005, and effective as of February \_\_\_\_\_, 2005, jection SHERRY RICHARDS, dbs A Woman's View (the "Seller") and ARTHUR AGENCY, LLC, a West Virginia Builded Bability company, (the "Forebook").

- 1. SELLER does hereby sell to PURCHASER and PURCHASER does hereby purchase from SELLER all of the cangible and intangible assets used in the operation of that curtain publication known at "A Woman's View" which is published at Parkersharg, West Virginia, and discribated in certain markets in West Virginia and Oble.
  - 2. The assets purchased bereunder shall include:
    - (A) All of the aquipment fisted in Exhibit "A" accepted hereto.
    - (B) All business records, including but not finited to, financial records and customer lists pertaining to the business known as "A Waman's View".
    - (C) All of SELLER'S interest in articles, published and unpublished, previously submitted so "A Woman's View".
    - (D) All of SELLER'S rights to use, benefit from or receive income in connection with the trade manie "A Woman's View" or the trade dress of the publication "A Woman's View".
    - (E) All outstanding accounts receivable related to advertising published, or to be published, he "A Woman's View excepting accounts related to advertising published prior to February 2005.
    - (F) All documents and other intellectual property rights in connection with the event "Femme Fair".
- 3. SELLER does hereby convey the assets which are the subject of this Agraement to PURCHASER free and clear of all liens, encumbrances and liabilities.

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- SELLER specifically warrants to PURCHASER:
  - (A) That the assets which are the subject of this Agreement are free and clear of all Rens, successivement and flabilities.
  - (B) That there are no liabilities existing against the business known as "A Woman's View" for any ments or Federal successor to could be assured against PURCHASER as legal successor to SELLER.

These warranties shall survive the closing.

- 5. The Purchase Price for the assets which are the subject of this Agreement is \$40,000.00, payable as follows:
  - (A) \$20,000.00 paid on Fabruary 2, 2005, the receipt of which is hereby acknowledge by SELLER.
  - (B) \$15,000.00 or an amount equal to the balance due on SELLER'S obligation to the Mid Ohio Valley Regional Council, whichever assesses theil be lesser, at closing.
  - (C) The belance (the "Deferred Payment") no later than December 31, 2005. There shall be no interest on the Deferred Payment and PlincHASER may accelerate payment thereof in any number of installments and in any amount without penalty.
- The obligation of FURCHASER increased chall be conditional and consingent upon PURGHASER obtaining a Loss Commitment (the "Loss Commitment") from the Mid Ohio Valley Regional Council in an amount, at an interest rate and under other jerus and conditions satisfactory to PURCHASER. In the event PURCHASER is mable to obtain the Loss Commitment, SELLER shall return the \$20,000.00 previously paid by PURCHASER less any expenses paid by SELLER for the month of February 2005, the transportion which is the subject of this Agreement shall be commitmed and, thereafter, neither party shall have any obligation to the other under this Agreement.
- 7. SELLER agrees, without further compensation, that she will, during the month of February 2005, continue with all of her normal and regular activities in competion with the operation of "A Woman's View" and will provide assistance to FURCHASER to accomplish an orderly transition of ownership of the subject assets.

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- 8. SELLER shall pay all of the expenses incurred in the operation of the business "A Woman's View" during the month of February 2005 and prior thereto, excepting the cost of printing the current edition of "A Woman's View" (approximately \$1,750.00).
- 9. PURCHASER does hereby indemnify and hold SELLER harmiest from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" after the effective date of this Agreement.
- 10. SELLER does hereby indemnify and hold PURCHASER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" prior to the effective date of this Agreement.
- 11. In the event any taxing authority asserts liability against PURCHASER as SELLER'S successor for any tax liability arising from SELLER'S operation of the assets, which are the subject of this Agreement, PURCHASER may pay the amounts assessed and set off an equivalent amount from the Deferred Payment due to SELLER. Should the outstanding balance of the Deferred Payment be insufficient to pay the amount asserted by any taxing authority, SELLER shall, immediately upon demand by PURCHASER, pay an amount equal to such insufficiency together with an amount equal to the amount PURCHASER has expended for professional faces respecting such tax liabilities.
- 12. PURCHASER represents and warrants to SELLER and SELLER represents and warrants to PURCHASER that no agreement, arrangement or understanding has been made by or on behalf of PURCHASER or SELLER with any third party for brokerage or finder's fees relating to this Agreement or the transaction which is the subject of this Agreement. PURCHASER and SELLER, respectively, do hereby indemnify and hold harmless the other from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party-claiming a brokerage or finder's fee misting to the subject transaction.
- 13. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of West Virginia.
- 14. This Agreement supercedes all prior Agreements and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

- 15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, heirs, successors, distributees and assigns.
  - 16. Time is of the essence of this Agreement.

SHERRY RICHARDS

dba A WOMAN'S VIEW

SELLER

ARTHUR AGENCY, LLC

By Glue Alyston

**PURCHASER** 

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**RECORDED: 08/29/2006** 

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