01-24-2007

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 8

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

FINANCE SECTION

1-23-07

To the Director of the U. S. Pat... d documents or the new address(es) below:

1. Name of conveying party(ies):
BRAND ROMEO INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: VA
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BOXERCRAFT INC.
Internal Address: ATTN JON CARROLL
Street Address: 2302 MARIETTA BLVD NW
City: ATLANTA
State: GA
Country: USA Zip: 30313

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship GA / USA
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) 7-1-06

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,468,397 & 2221169

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
" BOXER REBELLION "

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: BOXERCRAFT
Internal Address: JON CARROLL
Street Address: 2302 MARIETTA BLVD NW
City: ATLANTA
State: GA Zip: 30313
Phone Number: 404 355 9994
Fax Number:
Email Address: jcarroll@boxercraft.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 65

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 1123
Expiration Date 9/08
b. Deposit Account Number
Authorized User Name BOXERCRAFT

9. Signature: Brenda VanDorn 12-20-06
Signature Date

JP VAN DORN Brenda VanDorn
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

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

OP $65.00 1468397

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TRADEMARK

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made and entered into effective June 6, 2006, between Bravo Romeo, Inc., (hereinafter "Seller"), Boxercraft, Inc. (hereinafter "Buyer"), Jan Pietre Van Dorn ("Van Dorn") and Brenda Van Dorn (hereinafter "Sales Rep")

WITNESSETH:

THAT WHEREAS Seller currently owns and operates a wholesale sales company selling nationally (throughout the U.S.A.) custom printed and blank sportswear (pants, boxers, shorts, sleepwear, pillowcases, etc.) to the promotional product, decorator, souvenir and private label markets; and

WHEREAS, Van Dorn is the controlling stockholder, director and chief executive officer of Seller; and

WHEREAS, Sales Rep is Van Horn's wife and works for Seller as its sales manager; and

WHEREAS, Seller and Buyer have been and currently are business competitors; and

WHEREAS, Seller is in the process of closing down its business operations; and

WHEREAS, Buyer desires to purchase certain assets from Seller, and Seller desire to sell same, all in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the above-recited premises, (which are stipulated to be material) and the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Sale and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller all of the following assets (hereinafter "Business Assets") of Seller:

a. all trade names of Seller (excluding "Bravo Romeo"), including but not limited to "Boxer Rebellion" (registered U.S. trademarks #2221169 and #1468397);

[redacted]

Seller shall execute and deliver in form suitable for filing with the U.S. Patent & Trademark Office (and any other governmental agency necessary or appropriate to perfect Buyer's interests herein) transfer and assignment documents to perfect Buyer's rights in the trade names being purchased pursuant to this Agreement; and shall execute and deliver such other documents as may be necessary or appropriate to transfer to Buyer all rights and title in and to the Business Assets.

PAGE 3/5 * RCVD AT 2/12/2007 11:27:27 AM [Eastern Standard Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2730140 * CSID:+1 404 351 0013 * DURATION (mm-ss):00-53

h) The parties agree that Buyer would have no adequate remedy at law in the event of a breach or threatened breach by Seller, Van Dorn or Sales Rep of any of the covenants contained in paragraphs 5 or 6; and that Buyer is therefore entitled to the equitable relief of specific performance of said covenants, as well as injunctive relief. In the event Buyer seeks to enforce any of said covenants, and in the further event that the court does not, for any reason, grant temporary injunctive relief, the period of restraint shall be tolled or extended during the pendency of such litigation.

In witness whereof, the parties have executed this Agreement effective June 6, 2005.

Bravo Romeo, Inc., Seller

By: _____
Jan Pietre Van Dorn, President.

_____
Jan Pietre Van Dorn, Individually

Brenda Van Dorn
Brenda Van Dorn, Individually

Boxercraft, Inc., Buyer

By: _____
Jon Carroll, President