

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Holland Company Inc. of the Carolinas		04/01/2006	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	JEBCO, Inc.
Street Address:	405 Mayfield Road
City:	Warrenton
State/Country:	GEORGIA
Postal Code:	30828
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2915459	
Registration Number:	2914040	
Registration Number:	2628621	NOTHING ELSE STACKS UP
Registration Number:	2437901	THE ONLY GRILL GUARANTEED NOT TO FLARE UP
Registration Number:	2372122	
Registration Number:	2176024	THE HOLLAND GRILL
Registration Number:	2101186	THE HOLLAND GRILL

CORRESPONDENCE DATA

Fax Number: (919)419-0383
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (919) 493-8000
 Email: salexander@jenkinswilson.com
 Correspondent Name: Richard E. Jenkins

CH \$190.00 2915459

Address Line 1: 3100 Tower Boulevard
Address Line 2: University Tower, Suite 1200
Address Line 4: Durham, NORTH CAROLINA 27707

ATTORNEY DOCKET NUMBER:	282/37
NAME OF SUBMITTER:	Richard E. Jenkins
Signature:	/Richard E. Jenkins/
Date:	09/17/2007

Total Attachments: 8
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BUSINESS ASSET PURCHASE AGREEMENT

This Agreement, made and entered into on June 6, 2006, by and between The Holland Company Inc., of the Carolinas, a South Carolina Corporation duly authorized to transact business in North Carolina ("Seller"), and JEBCO, Inc., a Georgia corporation ("Buyer").

WITNESSETH:

WHEREAS, Buyer desires to buy, and Seller desires to sell to Buyer, certain of the assets of the business operated by Seller for the purchase price and upon the terms and conditions set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter stated, the parties agree as follows:

1. EFFECTIVE DATE: By agreement of the parties, this agreement and the values stated herein shall have an effective date of April 1, 2006.

2. DESCRIPTION OF ASSETS: The Seller shall sell, assign and transfer to the Buyer the following assets, which are being sold assigned and transferred "AS IS/WHERE IS" and without any warranty of any kind:

(a) All of Seller's right, title and interest in and to the trade name "Holland Grill", and all related intellectual property rights associated therewith, including trademarks, trade dress rights, patents, registrations and applications therefor, trade secrets, know-how, computer software, assignable licenses, discoveries, inventions (whether or not patentable), processes, products, apparatus, formulas, drawings, data, notebooks, records, reports, design, shop rights, manufacturing or engineering instructions and other technical information and the like used by Seller in the design, manufacture and sale of the Holland Grill products; and all rights to sue for past, present or future infringement or misappropriation of Seller's intellectual property rights. Buyer and Seller agree to cooperate as may be required from time to time to effect a valid and effective transfer and assignment of the foregoing intellectual property rights of Seller, with any costs and expenses associated therewith being borne by Buyer.

(b) Certain inventory of seller as previously mutually agreed upon between buyer and seller.

(c) The Seller's computer hardware and software, including files, databases, and the Macola software and server and engineering software.

(d) Certain office furnishings and one (1) forklift.

(e) Certain accounts receivable of Seller as of April 1, 2006, as further described herein.

3. PURCHASE PRICE

The purchase price for the Assets shall be [REDACTED] payable from Buyer to Seller in cash or certified funds at closing. It is agreed between Buyer and Seller that for federal income tax purposes the purchase price for the assets shall be allocated as follows:

- (a) Intangible assets plus office furnishings, computers, software, etc [REDACTED]
- Receivables at 4/1 [REDACTED]
- Inventory at 4/1 [REDACTED]
- Purchase Price at 4/1 [REDACTED]

- Less receivables collected by Holland thru 5/19/06 [REDACTED]
- Plus inventory paid by Holland thru 5/19/06 [REDACTED]
- Plus expenses paid by Holland thru 5/19/06 [REDACTED]
- Cash from Seller at closing [REDACTED]

(b) The portion of the purchase price referenced above and allocated to the "intangible assets plus office furnishings, computers, software, etc." is further allocated as follows:

- Forklift [REDACTED]
- Computers and furnishings [REDACTED]
- Software [REDACTED]
- Non-compete agreement with B.Holland [REDACTED]
- Intellectual property rights, patents, trademarks, goodwill and other intangible assets [REDACTED]
- TOTAL:** [REDACTED]

(c) Buyer and Seller acknowledge that certain gross receipts and expenses have been received or incurred by Seller in connection with the assets being sold hereunder since May 19, 2006, which are due to be reconciled upon closing of the transaction contemplated by this Agreement, and that the total reconciliation payment due to Buyer at closing after subtracting expense from gross receipts is [REDACTED] which sum shall be paid by Seller to Buyer at closing. Buyer and Seller further acknowledge that there may be minor receipts and expenditures after closing that may need to be reconciled and the parties hereby agree to

cooperate in such reconciliation if needed.

4. EXCLUSIONS. This sale does not include any asset or other property of Seller, whether tangible or intangible, except those specifically enumerated above. Such excluded assets include, but are not necessarily limited to, Seller's inventory associated with the Holland commercial grills, [REDACTED] of Seller's accounts receivable as of April 1, 2006, and Seller's tools, shop equipment and vehicles. It is understood by and between the parties that any use of the Holland name in the sale, assignment or distribution of commercial grills or grill accessories by Seller or Seller's designee must be pre-approved by Buyer.

5. INSTRUMENTS OF CONVEYANCE.

Within a reasonable time after payment of the purchase price as provided herein and delivery to Seller of all the properly signed documents required hereunder, seller shall sign and deliver to Buyer a Bill of Sale and any other documents necessary to effect transfer of the assets described herein.

6. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a corporation duly organized and existing and in good standing under the laws of the State of South Carolina and authorized to transact business in the State of North Carolina.

(b) Seller is the sole owner of and has good and marketable title to the Assets, free and clear of all liens and encumbrances.

(c) Seller has all requisite power and authority to enter into and perform the terms of this Agreement. The signing, delivery, and consummation of this Agreement by Seller and the transactions contemplated herein have been duly authorized by all necessary corporate action of Seller.

(d) The Seller is solvent under general accounting principles, has no outstanding liabilities, contingent or otherwise, related to the assets being sold hereunder, and is not a party to any pending or threatened litigation relating to the assets or to a bankruptcy proceeding.

(e) Except as set forth in Section 6(b) above, Seller makes no representation, warranty or guarantee, express or implied, as to the suitability, useability or fitness of the assets transferred hereunder, and does sale, assign and transfer those assets in their "AS IS/WHERE IS" condition and subject to the doctrine of caveat emptor.

7. BUYER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES. Buyer covenants, represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized and existing and in good standing under the laws of the State of Georgia, and authorized to transact business in the State of North Carolina.

(b) Buyer has all requisite power and authority to enter into and perform the terms of this Agreement. The signing, delivery, and consummation of this Agreement by Buyer and the transactions contemplated herein have been duly authorized by all necessary corporate action.

(c) This Agreement and all supporting documentation constitute valid and legally binding obligations of Buyer, enforceable in accordance with their terms.

(d) Buyer accepts the sale, transfer, assignment and delivery of the assets described herein in their "AS IS/WHERE IS" condition, without any express or implied warranty of any kind from Seller. Buyer has exercised its own due diligence concerning the assets purchased hereunder and is purchasing the assets without regard to any representations of Seller in connection therewith.

8. BUYER'S ASSUMPTION OF RIGHTS AND LIABILITIES:

Buyer shall assume all rights and liabilities of Seller in and to those assets and certain other aspects of Seller's business (as described herein) as of April 1, 2006, to include all contracts between Seller and third parties relating to acquisition and payment of the items of inventory listed in item 2 (b) above, any leases or other agreements for the rental of office space by Seller as of the date of closing hereunder, utilities, overhead and all related operational expenses, all matters concerning or relating to the on-going employment of the employees of Seller from April 1, 2006 forward (to include payroll, benefits, sales commissions, and the like), all other accounts payable of Seller from April 1, 2006 forward, and any and all claims by third-party users of Seller's products, to include warranty claims and claims for personal injury or property damage as further described in Section 9, below.

9. INSURANCE AND INDEMNIFICATION:

The parties expressly acknowledge and agree that Seller has continuously maintained liability insurance to cover claims for personal injury or property damage made against Seller by any third party arising out of the use, sale or distribution of Holland products (including grills, accessories and all other Holland products), and that Buyer shall purchase, at its own cost, liability coverage that is consistent with the insurance coverages maintained by Seller and which names Seller as an additional named insured thereunder as of April 1, 2006. Seller acknowledges receipt of a certificate of insurance from Buyer's insurer confirming Buyer's compliance with this provision concerning insurance. The parties further acknowledge and agree that Buyer, in its capacity as supplier of manufactured grills to Seller, has continuously indemnified Seller from and against any product warranty claims made by any third party concerning claims

for defects in the Holland Grill. It is anticipated that in the event of a claim made for personal injury or property damage made against Seller or Buyer after April 1, 2006 by any third party and arising out of the use, sale or distribution of Holland products, either the Buyer's liability policy or the Seller's liability policy shall be called upon to provide a defense and coverage of any such claim. The parties agree to cooperate with each other to the extent reasonable and practicable to assist in the invocation of insurance coverage and defense of any such claim. Notwithstanding the foregoing, Buyer shall defend, indemnify and hold Seller harmless from and against any claims for personal injury or property damage made against Seller or Buyer and arising out of the use, sale or distribution of Holland products at any time on or after April 1, 2006, to the extent that any such claims are not defended or covered by the liability policies referenced above, and whether or not reduced to judgment. Further, Buyer shall indemnify, defend and hold Seller harmless from and against any and all warranty claims made by any third party for repair and replacement of Holland products at any time before or after April 1, 2006. Further, buyer shall indemnify, defend and hold Seller harmless from and against any claim by any former Holland employee or contractor made after April 1, 2006. Buyer's duty to defend, indemnify and hold Seller harmless shall arise upon notification and demand for same by Seller according to the notice provisions of this agreement.

10. NON-COMPETITION:

Unless otherwise authorized by Buyer, for a period of five (5) years from the Closing Date, Brad Holland, current President of Seller, will not, directly or indirectly, for its own account, or as a partner, joint venturer, shareholder, member, agent, employee, director, officer, manager, consultant, lender or otherwise on behalf of any person, own, manage, operate, provide services to or participate in the ownership, management, or operation of any business engaging in the manufacture, distribution or sale of outdoor grills or grill accessories. Provided, however, that any sale or transfer by Brad Holland of the remaining inventory of Holland commercial and/or scratch and dent grills referenced in Section 4, above, shall be exempted from this non-compete agreement. Brad Holland shall execute this Agreement individually to evidence his agreement to be bound by this non-compete agreement.

11. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND PROVISIONS. Seller and Buyer represent to each other that all of the representations, warranties, covenants, and terms contained in this Agreement made by one to the other, and in any documents, certificates, or other instruments delivered by or on behalf of Seller and Buyer pursuant hereto or in connection with the transactions contemplated herein, are true now, will be true at the Closing, and will survive the Closing.

12. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties and no other promises, inducements or warranties have been made.

13. NOTICES: Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of mailing if mailed by

registered or certified mail, postage prepaid and return receipt requested to the following addresses, or to such other address as any party may request in writing all of the other parties to this Agreement.

TO SELLER:

Charles H. Powers
The Holland Company, Inc. of the Carolinas
2419 Sumter Street Extension
Florence, SC 29501
Phone: (843) 669-2021
Fax: (843) 667-0500

With a copy to:

Kyle L. Redfearn, Esq.
P.O. Box 188
Lloyd, FL 32337-0188
Phone: (850) 402-9418
Fax: (850) 906-9438

TO BUYER:

Jeb Barrow
Jebco, Inc.
500 Mayfield Road
Warrenton, GA 30828
Phone: (706) 465-3378
Fax: (706) 465-2481

14. REPRESENTATION BY COUNSEL: Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of his own choice. The parties acknowledge that Kyle L. Redfearn, Esq. has acted as attorney for the Seller and Charles H. Powers, individually, and not as attorney for any other party. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because counsel prepared this Agreement for the party or counsel for another party.

15. SEVERABILITY: If any one or more of the provisions of this Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. BINDING UPON HEIRS: This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns.

17. GOVERNING LAW: This Agreement and all amendments hereto are to be governed by the laws of the State of North Carolina

18. TAX REPRESENTATIONS: It is expressly understood and agreed that neither Seller or Buyer, nor any of their officers or agents, have made any warranty or guarantee, express or implied, as to the tax consequences of this Agreement or any transaction pursuant to or arising out of this Agreement.

19. COUNTERPARTS AND FACSIMILE EXCHANGE: Buyer and Seller recognize that time is of the essence in this transaction and that this agreement may be executed in counterparts with signatures exchanged by facsimile transmission to expedite the parties' performance hereunder, it being understood and agreed that a facsimile signature shall be a sufficient substitute for an original signature and shall not affect the enforceability of this agreement.

In Witness Whereof, the undersigned have signed this Agreement as of the day and year first above written.

SELLER: HOLLAND COMPANY, INC. OF THE CAROLINAS

By: _____

AS ITS: _____

BUYER: JEBCO, INC.

By: _____

AS ITS: _____

AS TO NON-COMPETITION:

BRAD HOLLAND, Individually

FROM: SA

FRX NO. 18513827

Jun. 05 2006 04:29PM P1

JUN. 6. 2006 10:50AM JEBCO INCORPORATED

SADISCO HOME OFFICE

PAGE 02
NO.011 P.8/8

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SELLER: HOLLAND COMPANY, INC. OF THE CAROLINAS

By: *Charles G. Poyner*

AS ITS: *Chairman*

BUYER: JEBCO, INC.

By: *[Signature]*

AS ITS: *President*

AS TO NON-COMPETITION:

BRAD HILLMAN, Individually

[Signature]