

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
K.B.I., Inc.		02/01/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iBag, Inc.		
<b>Street Address:</b>	4107 Kingswood Court		
<b>City:</b>	Harrisburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17112		
<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>	0639532	CHARLES DALY	
<b>Registration Number:</b>	2494847	CHARLES DALY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)338-6340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-216-8302		
<b>Email:</b>	hgarner@ralaw.com		
<b>Correspondent Name:</b>	Donald R. Dinan		
<b>Address Line 1:</b>	1300 I Street, N.W.		
<b>Address Line 2:</b>	Suite 400-East		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	118072.0001		
<b>NAME OF SUBMITTER:</b>	Donald R. Dinan		
<b>Signature:</b>	/ Donald R. Dinan /		

OP \$65.00 0639532

Date:

01/24/2008

**Total Attachments: 6**

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## TRADEMARK PURCHASE AND SALE AGREEMENT

THIS TRADEMARK PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 1st day of February, 2007, by and between iBag, Inc. a Delaware corporation (Purchaser) and, K.B.I., Inc., a Pennsylvania corporation (Seller).

### RECITALS

- A. WHEREAS Seller desires to sell to Purchaser Seller's "Charles Daly" trademarks (the "Trademarks");
- B. WHEREAS all of the assets Seller uses in or which relate to the Trademarks consist of the following, which shall hereinafter collectively be designated the "Assets":
- all right, title and interest of Seller in and to the Trademarks and the goodwill of the business associated therewith as identified in and that will be subject of the Trademarks Assignment Agreement set forth in Exhibit "A" attached hereto;
- C. WHEREAS Purchaser desires to purchase the Assets from Seller and Seller desires to sell the Assets to Purchaser, all as provided in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1 - TERMS OF PURCHASE

**1.1 Purchase of Assets.** In reliance on the representations and warranties contained herein and in consideration of the purchase price as set forth in section 1.3 hereof and subject to all other terms and conditions hereof, at the Closing (as defined in section 1.4), and effective as of the date on which this Agreement is entered into, Purchaser shall purchase and accept, and Seller shall sell, assign, transfer, convey and deliver to Purchaser, all of Seller's rights, titles and interests in and to all the Assets (defined in Recital Paragraph B, above).

#### **1.2 No Assumption of Obligations, Liabilities and Indebtedness.**

(a) Except for those obligations otherwise listed in this Agreement, Purchaser shall not assume or in any way become liable for any obligations or liabilities of or relating to the Assets or Seller.

(b) Except as expressly set forth in Section 1.2(a) hereof, Purchaser does not by this Agreement, or otherwise, assume, become liable for or agree to pay any obligation, liability or indebtedness of Seller that may now exist or that may arise in the future, whether associated with the Assets, Seller or otherwise.

(c) Any obligations, liabilities or indebtedness of Seller including, but not limited to, contingent liabilities, such as, but not limited to, liabilities relating to patent, trademarks,

copyright or other business infringement, tort liability, shall remain the sole and separate responsibility of Seller, and Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all such obligations, liabilities or indebtedness.

(d) Seller shall not assume or in any way become liable for any obligations or liabilities of Purchaser relating to the Assets, or Purchaser that arise from the business and operations of Purchaser and that occur in whole from and after the Closing.

**1.3 Purchase Price.** The purchase price for the Assets (the "Purchase Price") shall be One Hundred Five Thousand Seven Hundred Forty-Two and 00/100 Dollars (\$105,742.00).

**1.4 Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser by delivering to Seller a check in the full amount of the purchase price not later than February 28<sup>th</sup>, 2007 (the "Closing"), whereupon Purchaser shall full rights and title to the Trademarks.

## **SECTION 2 - REPRESENTATIONS AND WARRANTIES**

**2.1 Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) **Sale of Assets.** By this Agreement, Seller is transferring to Purchaser all of the Assets described herein in paragraph B of the Recitals.

(b) **Title of Assets; Liens.** Seller has good and marketable title to the Assets and none of the Assets are subject to any mortgage, pledge, lien, security interest, lease, charge, or encumbrance or claim of any kind.

(c) **Litigation.** There is no material suit, action, litigation or other proceeding or governmental or administrative investigation or inquiry pending or threatened against Seller, the Business, and/or the Assets, which, if decided adversely to the interests of the Seller, would prevent or prohibit Seller from transferring the Assets, free and clear from any security interests, liens, charges, claims or other encumbrances of any nature whatsoever or from otherwise complying in full with the provisions of this Agreement.

(d) **Authorization.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. Seller has all the requisite corporate and legal power and authority to own, lease and operate the Assets as currently owned, leased and operated. Seller is duly licensed, authorized and qualified to transact business and is in good standing in Pennsylvania.

**2.2 Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

(e) **Authorization.** Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and corporate authority to consummate the transactions contemplated herein. This Agreement, and the transaction contemplated herein, have been duly authorized by all necessary corporate action on the part of the Purchaser.

(f) **Execution and Enforceability.** This Agreement and any other documents required to be executed by Purchaser at the Closing will, when duly executed and delivered by Purchaser constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(g) **Compliance with Other Instruments; Consents.** Purchaser is not in material violation of any material agreement, instrument, judgment, decree or order applicable to Purchaser, and to Purchaser's best knowledge and belief, or any material statute, rule or governmental regulation applicable to Purchaser. The execution, delivery and performance of this Agreement by Purchaser and the transactions contemplated hereby will not result in any material violation of, be in conflict with or constitute a material default under any such material agreement, instrument, judgment, decree or order or, to the best knowledge and belief of Purchaser, of any such material statute, rule or governmental regulation. No consent of any vendor, lessor, lender or creditor of Purchaser, or any other person, is necessary in order for Purchaser to consummate this Agreement or the transactions contemplated hereby in accordance with all of the provisions herein contained.

### **SECTION 3 - GENERAL**

**3.1 Costs.** The parties shall each pay their own costs and expenses (including attorneys fees and accountants fees) incurred or to be incurred by them in negotiating and preparing this agreement and in closing and carrying out the transactions contemplated herein.

**3.2 Headings.** The section and other headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

**3.3 Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the transactions contemplated by this Agreement. This Agreement supersedes all written or oral, prior and contemporaneous agreements, representations, warranties and understandings of the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

**3.4 Parties in Interest.** Nothing in this Agreement, whether expenses or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and permitted assigns.

**3.5 Binding Effect; No Assignment.** This Agreement shall be binding on and shall insure to the benefit of the parties and their respective legal representatives, successors and assigns. None of the rights or obligations under this Agreement of any party to this Agreement may be conveyed, transferred, assigned or delegated expressly, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

**3.6 Survival of Representations and Warranties.** All representations, warranties, covenants and agreements of the parties contained in this Agreement or in any instrument or other writing provided for in this Agreement shall survive the Closing.

**3.7 Arbitration.** Any controversy or dispute arising out of or relating to this Agreement or its subject matter that the parties are unable to resolve within ten (10) days after written notice by one party to the other party of the existence of such controversy or dispute, may be submitted to binding arbitration by either party. If so submitted to arbitration, the matter shall be finally settled by binding arbitration conducted in accordance with the current rules and procedures of the American Arbitration Association. Such arbitration shall take place in Philadelphia, Pennsylvania. The decision by the arbitrator on any matter submitted to arbitration shall be binding and conclusive upon the parties, their heirs, successors and assigns, as the case may be and they shall comply with such decision in good faith.

**3.8 Notices.** All notices, requests, demands and other communications made under, pursuant to or in accordance with this Agreement, except for normal day-to-day business communications that may be made orally or in a writing sent by fax, regular mail or hand delivered without need for a receipt, shall be in writing and shall either be delivered personally or deposited in the United States mails and sent by first-class mail, and properly addressed as follows:

If to Purchaser, to:

iBag, Inc.  
Gabrielle K. Kassnar  
4107 Kingswood Ct.  
Harrisburg, PA 17112

If to Seller, to:

K.B.I., Inc.  
Michael B. Kassnar  
P.O. Box 6625  
Harrisburg, PA 17112

Notices given by mail shall be deemed effective and complete forty-eight (48) hours following the time of posting and mailing thereof in accordance herewith, and notices delivered personally shall be deemed effective and complete at the time of the delivery thereof and the obtaining of a signed receipt therefore.

**3.10 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender or the neuter gender shall include both other genders as the case may require.

**3.11 Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party hereto making such waiver.

3.12 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware, irrespective of its choice of law rules.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

**K.B.I., Inc.:**

By:


  
Michael B. Kassnar  
President

Date:

2/1/07

**iBag, Inc.:**

By:

  
Gabrielle K. Kassnar  
President

Date:

2-1-07

**Exhibit A**

	<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>
1.	CHARLES DALY	0639532
2.	CHARLES DALY	2494847