

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
Charming Pet Products, Inc.		09/19/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gosling, Inc.		
Doing Business As:	DBA Charming Pet Products		
Street Address:	31143 Via Colinas #502		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3144836	FLUFF HOLDERS	
CORRESPONDENCE DATA			
Fax Number:	(818)865-1132		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	christine@charmingpetproducts.com		
Correspondent Name:	Christine Watts		
Address Line 1:	31143 Via Colinas #502		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
NAME OF SUBMITTER:	Christine Watts		
Signature:	/christinewatts/		
Date:	01/30/2008		

Total Attachments: 3
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Purchase Agreement for Business Assets

INTRODUCTION: This is an offer and an agreement to buy and sell business assets.

Date: 8/11/07

1. DEFINITIONS: The following definitions and designations shall apply regardless of number or gender:

BUSINESS:
CHARMING PET PRODUCTS, INC.
31143 VIA COLINAS #502
WESTLAKE VILLAGE, CA 91362

BUYER:
NICK & CHRISTINE WATTS
7420 OGELSBY AVE
LOS ANGELES, CA 90045

SELLER: CHARMING PET PRODUCTS, INC.
LARA RIEDEL
31143 VIA COLINAS #502
WESTLAKE VILLAGE, CA 91362

BUYER'S BROKER:
KEYSTONE BUSINESS BROKERS, INC.
250 N. WESTLAKE BLVD., SUITE 230
WESTLAKE VILLAGE, CA 91362

SELLER'S BROKER:
THE BELLINGTON GROUP INC.
3717 THOUSAND OAKS BLVD
WESTLAKE VILLAGE, CA 91362

AGENT'S NAME: DAN POLLOCK

AGENT'S NAME: Michael Bernstein

COP: Change of possession of business assets from Seller to Buyer.

CLOSING OR COE: Close of escrow.

2. **SALE OF BUSINESS ASSETS:** Seller agrees to sell the business assets to Buyer and Buyer agrees to buy the business assets from Seller for the price and on the terms and conditions set forth below.
3. **ASSETS:** This sale shall include all the assets of the business including but not limited to any equipment, trade fixtures, leaseholds, leasehold improvements, contract rights, business records (with Seller retaining a reasonable right of inspection), licenses, franchisees, goodwill, covenant not to compete, trade secrets, trade names, telephone numbers, supplies, work in progress and inventory. It shall not include accounts receivable, accounts payable, bank accounts, deposits, cash, financial records (however Buyer shall have a right to make copies prior to closing).
4. **PURCHASE PRICE:** The purchase price shall be the sum of \$975,000.00, and shall be payable as follows:
 - a. \$ 6,000.00 deposited by Buyer upon signing this agreement as part of the down payment. Broker is authorized to:
 - hold deposit check uncashed until escrow is opened OR
 - deposit check into escrow trust account or Broker trust account upon acceptance of offer.
 - b. \$ 5,000.00 additional deposit upon opening of escrow.
 - c. \$ 690,000.00 balance of down payment to be deposited in escrow 2 days before closing (Estimated closing costs will also be deposited)
 - d. \$ 600,000.00 total down payment
 - e. \$ 0 (approximately) by the assumption of a note balance payable \$/m per month including n/a% per annum interest. If the actual balance differs from the above figure, any note to the Seller shall be adjusted up or down accordingly.
 - f. \$ 375,000.00 balance in the form of a non-negotiable note in customary form, payable to Seller in equal monthly installments, including 8% per annum interest computed from COP, so as to fully amortize over 60 months (i.e., \$7,603.65 per month), payments to begin one month from COP, secured by the assets of the business including inventory and accounts receivable (UCC-1) and secured by the corporate stock of the buyer if the buyer is a corporation or LLC. The note will be personally guaranteed by Nick and Christine Watts. The seller will draw up the security agreements.
5. **INVENTORY:**
 - The purchase price shall include saleable inventory and consumable supplies of \$250,000 at cost. If the actual inventory varies from that figure, the purchase price and any note to the Seller will be adjusted accordingly.
 - the saleable inventory at cost shall be paid for at COE in addition to the total purchase price above.

The inventory count shall be made on COP

 - by Buyer and Seller.
 - by an independent inventory service, with the fees to be divided equally between Buyer and Seller.

Work in progress shall be valued at the actual cost of material and direct labor incurred by Seller and reimbursed by Buyer in cash at closing.
6. **PURCHASE PRICE ALLOCATION:** Buyer and Seller shall endeavor to allocate the purchase price among the assets to be purchased before COE.
7. **CONDITIONS:** This agreement is subject to the following conditions:
 - a. Buyer's inspection of and reasonable satisfaction with the assets, financial and other records, contracts, leases of the business and Seller's Disclosure Statement (see paragraph 17) which shall promptly be made available for Buyer's inspection.

Buyer: _____ Buyer: _____ Seller: _____ Seller: _____

b. Seller's reasonable satisfaction with the Buyer's qualifications to purchase and operate business successfully, written verification of Buyer's funds to cover the down payment, Buyer's creditworthiness and Buyer's Disclosure Statement (see paragraph 17). Adequate information shall promptly be made available to Seller.

For conditions 7a and 7b above, Seller's satisfaction shall be upon the signing of a Statement of Conditions Removal. Conditions removal shall take place within ten business days starting from the time when all the due diligence items are available unless contrary written notice is given to the other party's Broker or this Agreement automatically becomes null and void. Upon execution of both the Buyer's and Seller's Statement of Conditions Removal, Broker will open escrow or equivalent. CONDITIONS to be removed after the opening escrow or equivalent:

c. the written consent of the landlord to assignment of the existing premises lease;
 the making of a new lease between the landlord and the Buyer which is reasonably acceptable to Buyer.
d. Seller to assign \$150,000 of accounts receivables to the Buyer as part of the purchase price. If the actual amount varies from that figure, the purchase price and any note to the Seller will be adjusted accordingly.

ESCROW: The purchase price and closing adjustments shall be paid through an escrow to be established with Stewart Title, the escrow holder. Separate escrow instructions may be signed to define the duties of the parties and the escrow holder. All parties shall cooperate with the escrow holder in performing any acts and completing any papers necessary to complete this transaction. The Broker is a party to the escrow as to the payment of any sales commissions and an irrevocable assignee of the sale proceeds to the extent of such commissions.

8. REPRESENTATIONS & WARRANTIES: Seller and its owners acknowledge and represent as follows, except as otherwise set forth herein:

- a. Seller is operating the business in compliance with all applicable laws and contracts. This compliance will not be violated by this sale and the business will pass all applicable inspections upon COP.
- b. There are no claims or investigations pending which would affect the business or assets being sold.
- c. All leases and contracts relevant to the ownership and operation of the business are complete and in effect, and there are no undisclosed amendments.
- d. All the financial information and statements furnished to Buyer are complete, accurate, prepared in a manner consistent with prior statements, and fairly present the financial condition of the business as of the dates stated on them.
- e. Since the date of the last financial statements furnished, there have been no material adverse changes in the aggregate in the assets, liabilities, revenues, expenses, or any other items shown on such statements.
- f. All assets currently used in the business are owned by Seller free from liens and encumbrances, will be paid off at COE or will be assumed by Buyer, and they are in good and operable condition.

Seller warrants that these representations are true, shall be true as of COE, and shall survive COE. Seller shall indemnify and hold Buyer and Broker harmless from any damages resulting from their liability.

9. CONTINUITY: Pending COE, the Seller shall continue to operate the business in the usual way, protect its assets and goodwill, allow the Buyer to make reasonable inspections, and maintain good relations with suppliers, customers, and employees.

10. TAXES and EXPENSES:

- a. All taxes, personal property taxes, other taxes, insurance, rent, payroll, vacation pay, and other expenses of the business not otherwise provided for in this agreement shall be prorated to COP. Buyer shall reimburse Seller at COE for facility lease deposits and other miscellaneous payments transferred to Buyer.
- b. Except as otherwise noted in this agreement, each party shall pay when due all operating costs incurred while that party is in possession and hold the other party harmless therefrom.
- c. Any license or franchise annual fees shall not be prorated and Buyer shall pay any franchise training costs, transfer or issue fees for permits and licenses required.
- d. The Buyer and Seller shall pay equally all transfer costs and escrow fees. Each party shall pay its own accountants, attorneys, and other advisors.
- e. The Buyer shall pay at COE any sales tax assessed on the sale of the business assets.
- f. Seller shall hold Buyer harmless from any liability to the California Employment Development Department, the California Franchise Tax Board or the California Board of Equalization arising from the operation of the business prior to COP. Prior to the receipt by the escrow holder of releases of transferee liability from these agencies, the Buyer shall be protected from the possible imposition of transferee liability by a reserve to be approved by Buyer and retained in escrow until such releases are obtained.

11. MISCELLANEOUS FEES, ETC: The Seller shall transfer to Buyer the following contracts used in the operation of the business, and the Buyer shall assume obligation for them.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Alarm system lease or maintenance agreement | <input type="checkbox"/> Other equipment lease(s) or purchase contract(s) |
| <input checked="" type="checkbox"/> Telephone system lease or purchase contract | <input type="checkbox"/> Equipment or software maintenance agreement(s) |
| <input checked="" type="checkbox"/> Vehicle lease(s) or purchase contract(s) | <input type="checkbox"/> Music service contract |
| <input checked="" type="checkbox"/> Vending machine contract(s) | <input checked="" type="checkbox"/> Advertising contract(s), including Yellow Pages |
| <input checked="" type="checkbox"/> Other: Storage Rental | |

2007

ABC
CSW

12. CLOSING DATE: The estimated date for COE is September 28, 2007. Buyer and Seller shall make their best efforts to complete COE on or before that date.

13. BROKER: Buyer acknowledges that Broker has furnished to Buyer financial and other information obtained from Seller and other sources, the accuracy and completeness of which have not been verified by Broker. By signing this agreement, Buyer is acknowledging that he is relying solely on his own inspection of the business, its assets, financial statements, business records, contracts, any assumed liabilities, operations history, future profitability and the representations by the Seller and not by the Broker. Seller acknowledges that Broker has made no representations concerning the Buyer's creditworthiness or ability to complete this transaction or to successfully operate the business by signing this agreement. Seller is acknowledging that he is relying solely on his own investigation of the creditworthiness and business qualifications of Buyer and not on Broker. Should any representations of Seller or Buyer be untrue, Buyer and Seller agree to look solely to each other for relief and shall release and hold harmless, indemnify, and defend the Broker from any claims.

14. TRAINING: Seller shall train Buyer in the operation of the business for a period of 60 consecutive days from COP without additional cost to Buyer.

15. COVENANT NOT TO COMPETE: Seller shall not directly or indirectly carry on a similar business within United States, attempt to hire any existing employees of the business, solicit any customers of the business nor assist anyone else except the Buyer to do so within these limits; nor have any interest, directly or indirectly, in such business, except as an employee of the Buyer, for a period of 3 consecutive years from COP. This covenant shall become an asset of the business and may be transferred as part of any future sale of the business.

[Signature] Buyer *[Signature]* Buyer *[Signature]* Seller Seller

16. SELLER'S AND BUYER'S DISCLOSURE STATEMENTS:

- a. Seller's Disclosure Statement
 Buyer has received and read the completed Seller's Disclosure Statement.
 Seller shall provide to Buyer the completed Seller's Disclosure Statement within five days after acceptance.
- b. Buyer's Disclosure Statement
 Seller has received and read the completed Buyer's Disclosure Statement.
 Buyer shall provide to Seller the completed Buyer's Disclosure Statement within five days after acceptance.

17. MEDIATION OF DISPUTES: Buyer, Seller and all Brokers and agents involved in this transaction agree to and shall mediate any dispute or claim between them arising out of this contract or any resulting transaction. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with the California Evidence Code §1152.5. In the event the parties are not able to agree on a mediator within thirty days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which the business is located shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should the prevailing party attempt an arbitration or a court action before attempting mediation, the prevailing party shall not be entitled to attorney fees that might otherwise be available to it in a court action or arbitration, and in addition thereto, the party who is determined by the arbitrator to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally among the parties to the dispute. The following matters are excluded from mediation hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a security agreement or deed of trust, (b) an unlawful detainer action, (c) injunctive relief to enforce paragraph 16, (d) any matter which is within the jurisdiction of a probate or small claims court, or (e) an action for bodily injury or wrongful death, or for latent or patent defect to which Code of Civil Procedure §337.1 or §337.15 applies. Participation by Broker(s) or agent(s) in mediation shall not make them a party to this agreement.

18. COMMISSION: The Broker(s) identified in paragraph 1 has/have acted as the only Broker(s) for this sale and earned a commission. Seller agrees to pay a commission to Broker(s) for services as follows: 4.5 percent of total purchase price to Keystone Business Brokers, Buyer's Broker and 5.5 percent of purchase price to The Bellington Group, Seller's Broker(s) on COE, or (b) if completion of sale is prevented by default of Seller, upon Seller's default, if completion of sale is prevented by default of Buyer, the Buyer shall be responsible for and agree to pay the total Broker commission immediately upon default. Any amount that the Buyer has deposited with the escrow holder may be applied against Buyer's obligation under this paragraph. In any action, proceeding or arbitration relating to the payment of such a commission, the prevailing party shall be entitled to reasonable attorney's fees and costs except as provided in paragraph 18.

19. ENTIRE AGREEMENT: The entire agreement of the parties relating to the sale of the business assets is set forth in this agreement and can only be modified in writing. This agreement shall bind and benefit the parties and their legal successors and shall supersede any prior written or oral agreements. This agreement may be signed in counter parts and faxed signatures may be considered as originals. In any action, proceeding or arbitration between Buyer and Seller arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the losing party. Buyer's 5.5 or Seller's 4.5 percent as provided in paragraph 18.

20. ACKNOWLEDGMENT AND PERSONAL GUARANTEE: By signing below, the Buyer and Seller each acknowledge that they have carefully read and fully understand this agreement and have received a copy of it. The undersigned warrant that their signatures are legally sufficient to bind the Buyer and Seller. If the Buyer and/or Seller are a corporation or other entity, the undersigned shall personally guarantee the performance of this agreement.

21. ACCEPTANCE: This offer shall expire unless it is accepted in writing by Seller and that acceptance is communicated to Buyer by 6:00pm p.m. on Wed, August 15, 2007. Any later acceptance shall constitute a counter offer. The undersigned Seller accepts and agrees to sell the business on the above terms and conditions.

22. OFFER OF REVOCABILITY: Upon Seller's acceptance of the PURCHASE AGREEMENT, Seller does hereby direct Broker not to advise or present Seller with any subsequent offer received by Broker until after forfeiture by the Buyer or other nullification of this PURCHASE AGREEMENT.

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. THE BROKER IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE.

SUBJECT TO ATTACHED ADDENDUM

SUBJECT TO ATTACHED COUNTER OFFER

[Signature]
Buyer Date 8-12-07

[Signature]
Seller Date 8/13/07
PRESIDENT
Date

[Signature]
Buyer Date 8-12-07

[Signature]
Broker's Agent Date 8-1-07

[Signature]
Broker's Agent Date

[Signature] Buyer *[Signature]* Buyer *[Signature]* Seller *[Signature]* Seller