

03-11-2008



103487736

TM FORM COVER SHEET
MARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Will & Baumer, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

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: Will & Baumer Candle Company, L.L.C.

Internal

Address: _____

Street Address: 5226 S 31ST PL

City: Phoenix

State: Arizona

Country: USA Zip: 85040

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Arizona

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) January 31, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

1128132, 0062421, 2253562, 2314574, 0264842, 0351044, 1889570, 1438844, 0062417, 1466881

Additional sheet(s) attached? Yes No

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

Altar Boy Design, Altar Brand, Brite-Lite, Gentle Goodbye, Gleamlights, Lux Domini, Mood Lite, Pontifical, Purissima Brand, Rubricandle, Sanctolite, Vigil Light, Voticandle, Will & Baumer

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Austin D. Potenza II

Internal Address: _____

Street Address: 201 N. Central Avenue, Ste 2210

City: Phoenix

State: Arizona Zip: 85004-0022

Phone Number: 602-252-1900

Fax Number: 602-252-1110

Email Address: apotenza@cnpbglaw.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature
Paul DiGiovanni
Name of Person Signing

2/29/2008
Date

Total number of pages including cover sheet, attachments, and document: **12**

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

Recordation Cover Sheet (continue)
Trademarks

Assignor: Will & Baumer, Inc.

Assignee: Will & Baumer Candle Company, L.L.C.

4. B. Registration Nos. continued.

0300932

1762339

1466882

1898500

ASSET PURCHASE AGREEMENT

DATED AS OF JANUARY 31, 2008

BY AND AMONG

WILL & BAUMER CANDLE COMPANY, L.L.C.

AS PURCHASER,

WILL & BAUMER, INC.,

AS SELLER,

AND,

MARSHALL CICCONE,

JEFF FIELDS,

HOWARD NYBO,

AND

DON ROGERS

AS THE SHAREHOLDERS

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 31st day of January, 2008 by and among WILL & BAUMER CANDLE COMPANY, L.L.C., an Arizona limited liability company ("Purchaser"), WILL & BAUMER, INC., a Delaware corporation ("Seller"), Marshall Ciccone, a married man dealing with his sole and separate property ("Ciccone"), Jeff Fields, a married man dealing with his sole and separate property ("Fields"), Howard Nybo, an unmarried man ("Nybo"), and Don Rogers, an unmarried man ("Rogers") (Ciccone, Fields, Nybo and Rogers are sometimes referred to herein individually as a "Shareholder" and collectively as the "Shareholders").

WITNESSETH:

WHEREAS, Seller is engaged in the business of designing, manufacturing, marketing and selling candles (the "Business"), with facilities located at 100 Buckley Road, Liverpool, NY 13088 (, the "Business Location");

WHEREAS, the Shareholders own all of the issued and outstanding shares of capital stock of Seller;

WHEREAS, Seller desires to sell and transfer to Purchaser, and Purchaser desires to purchase and acquire from Seller, substantially all of the assets of Seller relating to the Business (other than the Excluded Assets), and Purchaser has agreed to assume certain liabilities of Seller relating to the Business, in each case on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

As used in this Agreement, the following defined terms have the meanings indicated below:

"Acceptable Regulatory Standards" means those standards with respect to the presence of a Contaminant that (a) would be sufficient to satisfy the requirements of the regulatory authorities having jurisdiction with respect to the Real Property where such Contaminant is present so that such regulatory authorities would issue an NFA Letter or other document confirming that no further action is required with respect to the investigation, cleanup, remediation or monitoring of such property with respect to such Contaminant or (b) satisfy the publicly promulgated requirements of Environmental Law or such regulatory authorities with respect to the satisfactory completion of investigation, remediation, cleanup and monitoring of the Real Property with respect to such Contaminant.

“Warranty Claim” shall have the meaning set forth in Section 9.1.

ARTICLE II.
SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 2.1. Assets to be Purchased and Sold.

(a) Description of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Purchaser, free and clear of all Liens, and Purchaser shall purchase and acquire from Seller, all of the right, title and interest of Seller in, to and under the assets, properties, rights and privileges of every kind and nature of Seller used or held for use in connection with the Business, or exclusively or primarily related to the Business, as the same shall exist at the Effective Time, including the following assets and properties of Seller, but specifically excluding the Excluded Assets (such assets and properties being sold, assigned, transferred and conveyed are referred to herein as the “Assets”):

(i) Equipment. All Equipment and Fixed Assets that are used or held for use by Seller in connection with the Business, regardless of location, including but not limited to the equipment, fixed assets and attachments identified on Schedule 2.1(a)(i) (the “Equipment and Fixed Assets”).

(ii) Raw Materials. All raw materials owned by Seller that are used or held for use by Seller in connection with the Business, regardless of whether they are held at any Business Location, are in transit to any Business Location, or are located elsewhere (all of such raw materials to be sold and transferred to Purchaser pursuant to this Agreement are referred to herein as the “Transferred Raw Materials”), together with all rights of Seller against suppliers of the Transferred Raw Materials.

(iii) Tangible Personal Property. All Tangible Personal Property (other than the Equipment and Fixed Assets), owned by Seller that is used or held for use by Seller in connection with the Business.

(iv) Personal Property Leases. Subject to Section 9.4, all of Seller’s interests in leases of Tangible Personal Property to which Seller is a party as lessee or sublessee and which are utilized in the conduct of the Business, but limited in each case to those certain leases of Tangible Personal Property described in Schedule 2.1(a)(iv) (collectively, the “Personal Property Leases”).

(v) Business Contracts. Subject to Section 9.4, all of Seller’s interests in Contracts (other than the Real Property Leases and the Personal Property Leases) to which Seller is a party that are utilized in the conduct of the Business, including those Contracts identified on Schedule 2.1(a)(v) (collectively, the “Business Contracts”).

(vi) Intellectual Property. All Intellectual Property used or held for use by Seller in connection with the Business, whether owned or licensed by Seller, including

the Intellectual Property identified on Schedule 2.1(a)(vi), (collectively, the “Intellectual Property”).

(vii) RESERVED.

(viii) Permits. To the extent transfer is permitted under applicable Laws, all Permits (including applications therefor) utilized by Seller in the conduct of the Business, including those Permits listed on Schedule 2.1(a)(viii) (collectively, the “Business Permits”).

(ix) Business Records. Subject to Section 2.1. (b) (v) and Section 9.3, all files, documents, instruments, papers, books and records used or held for use by Seller in connection with the Business or related to the Business, the Assets or the Assumed Liabilities (collectively, the “Business Records”).

(x) Rights Under Warranties. All rights and remedies of Seller against third parties under warranties, or with respect to claims for defects in workmanship, manufacturing or design, relating to any of the Assets.

(xi) Vendor Rebates. All earned vendor rebates to which Seller is entitled arising out of the conduct of the Business prior to the Effective Date.

(xii) Goodwill. All goodwill relating to the Business.

(xiii) Inventory of Goods for Sale. All inventory (excluding the Consigned Goods, as defined herein) of goods for sale by Seller in the Business, a complete and accurate list of which, as of the Closing Date, is attached hereto as Schedule 2.1(a)(xiii) (the “Inventory”).

(xiv) Accounts Receivable. All trade accounts receivable and notes receivable, in each case arising out of sales occurring in the conduct of the Business prior to the Reference Time (collectively, the “Accounts Receivable”), a complete and accurate list of which as of the date of this Agreement and as of the Closing Date is attached hereto as Schedule 2.1(a)(xiv).

(xv) Cash. All cash, cash equivalents and marketable securities of Seller as of the Closing Date.

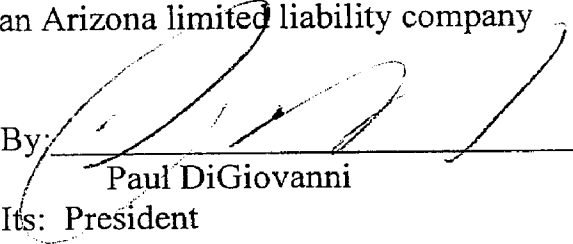
(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Assets to be purchased and sold hereunder shall not include any of the following assets and properties of Seller in existence at the Effective Time (the “Excluded Assets”):

(i) RESERVED.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

PURCHASER:

WILL & BAUMER CANDLE COMPANY,
an Arizona limited liability company

By: 
Paul DiGiovanni
Its: President

SELLER:

WILL & BAUMER, INC.,
a Delaware corporation

By: _____
Its: _____

SHAREHOLDERS:

By: _____
MARSHALL CICCONE

By: _____
JEFF FIELDS

By: _____
HOWARD NYBO

By: _____
DON ROGERS

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

PURCHASER:

WILL & BAUMER CANDLE COMPANY,
an Arizona limited liability company

By: _____
Paul DiGiovanni
Its: President

SELLER:

WILL & BAUMER, INC.,
a Delaware corporation

By: _____
Its: PRESIDENT

SHAREHOLDERS:

By: _____
MARSHALL CICCONE

By: _____
JEFF FIELDS

By: _____
HOWARD NYBO

By: _____
DON ROGERS

12/01/2017 01:55 FAX
12/01/2000 FRI 14:07

AAA 315 451 0120 Will & Baumer, Inc.

002/003

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

PURCHASER:

WILL & BAUMER CANDLE COMPANY,
an Arizona limited liability company

By: _____
Paul DiGiovanni
Its: President

SELLER:

WILL & BAUMER, INC.,
a Delaware corporation

By: _____
Its: _____

SHAREHOLDERS:

By: _____
MARSHALL CICCONE

By: _____
JEFF FIELDS

By: _____
HOWARD NYBO

By: _____
DON ROGERS - President
DON ROGERS

*Romith Investments
Limited*

SCHEDULE 2.1(a)(vi) Intellectual Property

See attached Trademark Status List



Trademark	File No.	Reg. No.	Status	Country	Reg. Date	Renewal Date
(ALTAR BOY DESIGN)	276T008	1128132	Registered	United States of America	25-Dec-1979	25-Dec-2009
ALTAR BRAND	276T007	62421	Registered	United States of America	07-May-1907	07-May-2017
BRITE-LITE	276T031	2253562	Registered	United States of America	15-Jun-1999	15-Jun-2009
GENTLE GOODBYE	276T032	540354	Registered	Canada	26-Jan-2001	26-Jan-2016
GENTLE GOODBYE	276T032	2314574	Registered	United States of America	01-Feb-2000	01-Feb-2010
GLEAMLIGHTS Stylized	276T004	264842	Registered	United States of America	10-Dec-1929	10-Dec-2009
KWIK*LITE & Design	276T003	544433	Abandoned	United States of America	26-Jun-1951	26-Jun-2001
LUX DOMINI Stylized	276T021	351044	Registered	United States of America	19-Oct-1937	19-Oct-2017
MARBLE BRAND Stylized	276T009	153064	Abandoned	United States of America	07-Mar-1922	07-Mar-2002
MOOD LITE	276T029	1889570	Registered	United States of America	18-Apr-1995	18-Apr-2015
POLAR BRAND Stylized	276T005	78149	Abandoned	United States of America	31-May-1910	31-May-2000
POLARLITE	276T034		CLOSED	United States of America		
PONTIFICAL	276T2195	1438844	Registered	United States of America	12-May-1987	12-May-2017
PRINCESS Stylized	276T002	259043	Abandoned	United States of America	23-Jul-1929	23-Jul-1999
PURISSIMA BRAND Stylized	276T006	62417	Registered	United States of America	07-May-1907	07-May-2017
RUBRICANDLE	276T2504	1466881	Abandoned	United States of America	01-Dec-1987	01-Dec-2007
SANCTOLITE Stylized	276T010	300932	Registered	United States of America	14-Feb-1933	14-Feb-2013

Trademark	File No.	Reg. No.	Status	Country	Reg. Date	Renewal Date
VIGIL LIGHT	276T001	1762339	Registered	United States of America	06-Apr-1993	06-Apr-2013
VOTICANDLE	276T2506	1466882	Registered	United States of America	01-Dec-1987	01-Dec-2017
WILL & BAUMER	276T030	1898500	Registered	United States of America	13-Jun-1995	13-Jun-2015
WILL & BAUMER, INC. (Stylized)	276T033		Hold	United States of America		

COLLINS, MAY, POTENZA, BARAN & GILLESPIE, P.C.

ATTORNEYS AT LAW

AMY POPHAM

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201 NORTH CENTRAL AVENUE
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apopham@cmpbglaw.com

March 5, 2008

FIRST CLASS U. S. MAIL

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

RE: Assignment of the Trademarks and Pending Trademark Applications

Dear Sir or Madam:

I have enclosed with this letter a Recordation Form Cover Sheet for assignment of the trademarks from Will & Baumer, Inc. to Will & Baumer Candle Company, L.L.C. Additionally, I have enclosed the pertinent pages of the Asset Purchase Agreement dated January 31, 2008 between Will & Baumer, Inc. and Will & Baumer Candle Company, L.L.C.

I have also enclosed with this letter a check of this firm, payable to the order of the Commissioner of Patents and Trademarks in the amount of \$365.00 to cover the filing fees.

Please update your records to reflect the assignments. If you have any questions or need additional information, please contact me. Thanks for your assistance with this matter.

Sincerely,

COLLINS, MAY, POTENZA, BARAN & GILLESPIE, P.C.



Amy J. Popham
For the Firm

AJP/yp
Enclosures
cc: Paul DiGiovanni
1180-002

RECORDED: 03/11/2008

TRADEMARK
REEL: 003737 FRAME: 0618