

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NBS Holdings, Inc.		06/07/2005	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	WWW Holdings, LLC		
Street Address:	1004 N. Thompson Street, Suite 205		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1092928	NATIONAL BRIDAL SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(312)463-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-463-5000		
Email:	hminsker@bannerwitcoff.com		
Correspondent Name:	Helen Hill Minsker		
Address Line 1:	Ten South Wacker Drive, Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	00761.00519		
NAME OF SUBMITTER:	Helen Hill Minsker		
Signature:	/helen hill minsker/		
Date:	12/05/2008		

CH \$40.00 1092928

Total Attachments: 9

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**ASSET PURCHASE AGREEMENT
AND BILL OF SALE**

THIS ASSET PURCHASE AGREEMENT AND BILL OF SALE (the "Agreement") is made and entered into this 7th day of June, 2005, by and between WWW HOLDINGS, LLC, a Virginia limited liability company owned solely by Bryan Wright (50%) and Kim Wright (50%) (collectively, the "Buyer"), NBS HOLDINGS, INC., a Virginia corporation (the "Seller") and FIDIA CORPORATION, a Virginia corporation ("Fidia").

RECITALS

A. Seller currently owns certain assets as described herein ("the Assets"), such assets having been purchased from Provident Bank pursuant to the Secured Party Bill Of Sale, executed as of April 9, 2005 between Provident Bank and Seller.

B. Seller currently is leasing the Assets to Gary R. Wright and National Bridal Services, Inc. pursuant to a Lease Agreement for the time between April 9, 2005 through Closing, executed June 2, 2005 between Gary R. Wright, National Bridal Services, Inc. and Seller.

C. Seller desires to sell and transfer the Assets to Buyer and Buyer has agreed to purchase the Assets from Seller subject to the terms and conditions contained herein.

D. Fidia desires to transfer certain of its assets to Buyer and to provide use of its office space at 1004 North Thompson Street, Richmond, Virginia to Buyer under certain conditions and for a limited period of time and Buyer has agreed to accept these certain assets from Fidia and to use Fidia's office space under the stated conditions. Buyer desires to provide use of its office space, assuming it obtains a lease, at 1004 North Thompson Street, to Fidia under certain conditions and Fidia has agreed to use Buyer's office space, if obtained, under the stated conditions.

AGREEMENT

As a result of the above recitals, which are a part of this Agreement, and for and in consideration of the matters contained herein and the benefits to be derived from each of the parties hereto by entering into this Agreement, the sufficiency of which consideration each hereby acknowledges, the parties agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, conveys and assigns to Buyer and Buyer hereby purchases and accepts from Seller on the terms and conditions set forth herein the Assets currently being leased by Gary R. Wright and National Bridal Services, Inc. from Seller:

(a) Substantially all of the intellectual property and assets listed on Schedule A;

(b) All of Seller's intellectual property listed on Schedule A-1;

(c) All of the Seller's physical assets, substantially as listed on Schedule A-2, including and limited to all such assets of Seller currently being used by Gary R. Wright and National Bridal Services, Inc. The Buyer acknowledges that Schedule A-2 is an approximate listing of the assets. Buyer acknowledges that these assets are being purchased on an "as is, where is" basis. Buyer acknowledges that Seller assumes no responsibility for the condition and usability of these assets. Buyer and Seller, together, have physically reviewed, as of Closing, the assets listed on Schedule A-2 and agree on the sufficiency of Schedule A-2 in describing these assets.

(d) All of Seller's financial assets listed on Schedule A-3;

2. Excluded Assets. The Buyer acknowledges that certain assets purchased by the Seller from Provident Bank are specifically excluded because: the assets were not ever, and are not, in the possession of Seller; the assets have already been sold by Seller; or the Seller is not offering the assets for sale (collectively "the Excluded Assets"). The Excluded Assets include (i) assets

purchased by Seller from Provident Bank but which were never moved from the former offices of National Bridal Services, Inc., (ii) assets that were moved out of the former National Bridal Services, Inc. offices by The Supply Room Companies, stored by The Supply Room Companies at their Ashland, Virginia location and subsequently purchased by The Supply Room Companies and (iii) certain assets of the Seller that are not being sold, as listed on Schedule A-4.

3. Assumed Obligations. Buyer is not assuming, and shall not be deemed to have assumed, any obligation of Seller except for any obligations made by National Bridal Services, Inc., its employees or Gary R Wright in the name of the Seller, since April 9, 2005.

4. Purchase Price. The purchase price for the Assets shall be \$31,254.78 (the "Purchase Price").

5. Payments of the Purchase Price. The Purchase Price shall be payable by (i) payment of \$1,000.00 to Seller on June 2, 2005, (ii) payment of \$9,500.00, in cash or cashier's check, at Closing, and (iii) Buyer delivering to Seller at Closing a Promissory Note in the principal amount of \$20,754.78 plus interest accruing at a monthly rate of one percent (1%) (the "Note").

6. Additional Consideration. In addition to the Purchase Price set forth in Section 5 above, Buyer shall:

(a) Pay to Seller at Closing certain expenses incurred on behalf of Gary R. Wright or National Bridal Services, Inc., such expenses identified on Schedule B.

(b) Not sell, or transfer, any assets of the Buyer without Seller's prior written permission, such permission not unreasonably withheld.

(c) Not sell Buyer, nor change the ownership composition of Buyer, without Seller's prior written permission, such permission not unreasonably withheld.

(d) Not incur any debt other than the Note or reasonable trade debt without Seller's

prior written permission, such permission not unreasonably withheld.

(e) Provide complete and accurate monthly financial statements and bank information to Seller by the 20th day of each month for the prior month's activity.

(f) Permit inspection of the Assets by Seller, as requested by Seller.

7. Transfer of Certain Fidia Assets and Use of Office Space At 1004 North Thompson Street, Richmond, Virginia. Additional terms of this transaction include:

(a) Fidia shall transfer certain of its assets currently being used by Buyer, to Buyer, such assets listed on Schedule C.

(b) If this transaction closes on June 7, 2005, Buyer may share Fidia's office space at 1004 North Thompson Street, Richmond, Virginia, as an invited guest at no cost until the earlier of (i) June 30, 2005, (ii) Buyer signs a lease for this same space, provided that Buyer, or its representatives, may not contact Fidia's landlord without Fidia's prior written permission, or (iii) Fidia Corporation or Buyer are required by landlord to vacate these offices.

(c) Should Buyer negotiate a lease for the existing Fidia office space at 1004 North Thompson Street, Richmond, Virginia, Fidia shall have the right to share (at no cost to Fidia and with no change to Fidia's existing office space, office configuration, computer network, phone system or any other aspect of Fidia's existing office layout or infrastructure) this office space until the earlier of (i) July 31, 2005 or (ii) until Fidia vacates this office space.

8. Representations, Covenants and Warranties of Seller.

Seller represents, covenants, and warrants unto Buyer that:

(a) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, and has all requisite corporate power and authority to own the Assets; to execute, deliver, and consummate this Agreement and all other

agreements related hereto; and to perform the actions contemplated hereby and thereby.

(b) The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Seller. This Agreement constitutes the valid and binding agreement of the Seller and is enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the rights and remedies of creditors.

(c) No actions, claims, proceedings, investigations or suits are pending or, to the knowledge of Seller, threatened against the Seller, nor are there any judgments, decrees, or orders outstanding against Seller that have or if adversely determined could reasonably be expected to have a material adverse effect on the Assets or the ability of Buyer to use the Assets.

9. Representations, Covenants and Warranties of Buyer and the Shareholders.

Buyer and the Shareholders represent, covenant, and warrant unto Seller that:

(a) Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, and has all requisite power and authority to own and use the Assets; to execute, deliver, and consummate this Agreement and all other agreements related hereto; and to perform the actions contemplated hereby and thereby.

(b) The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Buyer. This Agreement constitutes the valid and binding agreement of Buyer and is enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the rights and remedies of creditors.

(c) No actions, claims, proceedings, investigations or suits are pending or, to the knowledge of Buyer or the Shareholders, threatened against the Buyer, nor are there any judgments,

decrees, or orders outstanding against Buyer that have or if adversely determined could reasonably be expected to have a material adverse effect on the Assets or the ability of Buyer to use the Assets in its business following the date hereof.

10. Notices. Any notice or other communication required or permitted hereunder shall be in writing, including facsimile or similar writing at the appropriate address provided above or at other such address as may be designated by written notice, and shall be given to:

- (a) If to Seller, to: Thomas M. Mishoe, Jr, President
- (b) If to Buyer, to: Bryan Wright, Managing Partner

11. Indemnities. Buyer and the Shareholders agree to hold harmless, indemnify and defend Seller and the Shareholders from and against any loss, claim, damage, liability or expense (including reasonable attorneys' fees) arising out of or occurring as a result of any breach by Buyer of its representations or warranties hereunder and for any liability or claims made with respect to the ownership or use of the Assets on or after April 9, 2005.

12. Expenses. Except as may be otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses.

13. Further Assurances. The parties hereto agree to execute and deliver, or cause to be executed and delivered, at reasonable times and places, such additional instruments as another party hereto may reasonably request, or to take such additional actions as another party may reasonably request, for the purpose of carrying out this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes, merges and replaces all prior negotiations, offers, representation, warranties and agreements with respect to the subject matter

hereof.

15. Governing Law. The interpretation and performance of this Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

16. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. If any provision herein is held to be invalid or unenforceable, all other provisions shall nevertheless be valid and continue in full force and effect.

17. Headings. The headings contained herein are for purposes of convenience only and shall not be deemed to affect the meaning or interpretation of any of the provisions of this Agreement in any way.

18. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed or have caused to be executed this Agreement as of the date first above written.

SELLER:

By: Thomas M. Mishoe (SEAL)
Name: Thomas M. Mishoe, Jr
Title: President

BUYER:

By: Bryan Wright (SEAL)
Name: Bryan Wright
Title: Managing Partner

FIDIA:

By: Ronald L. Moore (SEAL)
Name: Ronald L. Moore
Title: President

SCHEDULE A

The assets of NBS Holdings, Inc. ("NBSH") to be purchased are:

1. All NBSH intellectual property formerly owned by Provident Bank and National Bridal Services, Inc., including the name "National Bridal Service" and all affiliated names and services (including without limitation National Bridal Service, Weddings Beautiful, Weddings Beautiful Worldwide, Custom Catalog and Custom Catalog Service names, businesses and programs), phone numbers, web addresses, web sites, web names, web contents, current and past customer/member accounts and/or current, past and prospective customer/member names and related information, including but not necessarily limited to computer files, paper files, digital files, digital images, computer databases, notebooks and contents, sales material, sales brochures, all industry related material, all educational courses and underlying course material, management support documents and files and underlying supporting material and all goodwill (the "Business") (collectively, the "Intellectual Assets"), including the assets listed on Schedule A-1 hereto.
2. All NBSH furniture, fixtures and equipment formerly owned by Provident bank and National Bridal Services, Inc. that was moved from the former National Bridal Services, Inc. offices, excluding those assets moved from the former National Bridal Services, Inc. offices by The Supply Room Companies, stored by The Supply Room Companies at their Ashland, Virginia location and subsequently purchased by The Supply Room Companies. The assets to be purchased may include various desks and contents, credenzas and contents, chairs, bookcases and contents, file cabinets and contents, cabinets and contents, tables, computers and related peripherals equipment (monitors, keyboards, printers, routers, firewalls, cables, etc.), computer back up systems, computer software and licenses, copy machines, facsimile machines, telephone systems, telephones and office supplies (collectively, the "Physical Assets"), substantially including the assets listed on Schedule A-2 attached hereto.
3. Certain NBSH financial assets (collectively, the "Financial Assets") listed on Schedule A-3 attached hereto.