

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InGEAR Corporation		05/23/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	LaSalle Business Credit, LLC		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	78690305	AVALON	
Serial Number:	78662144	ENTOURAGE	
Serial Number:	77327996	MOM APPROVED KID SAFE	
Registration Number:	3299516	RESISTALON	
Registration Number:	3303494	SWISS TECH	
Registration Number:	3147400	FROZN	
Registration Number:	3298567	INSPIRED	
Registration Number:	2848745	I TRAVEL	
Registration Number:	2744669	ICE VAULT	
Registration Number:	2622148	TECHLINE	
Registration Number:	2589442	A.K.A. INGEAR	
Registration Number:	2474503	ESTATE	
Registration Number:	1940665	IG IN GEAR	
CORRESPONDENCE DATA			

CH \$340.00 78690305

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: James L. Vana of Perkins Coie LLP
Address Line 1: 1201 Third Avenue, Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	69251-4000
NAME OF SUBMITTER:	James L. Vana
Signature:	/James L. Vana/
Date:	12/31/2008

Total Attachments: 14

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of April 30, 2008, by and between LaSalle Business Credit, LLC, a Delaware limited liability company ("Purchaser") and InGEAR Corporation, an Illinois corporation ("Seller"; the Seller and Purchaser both being a "party" to this Agreement).

RECITALS

WHEREAS, on February 7, 2008, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court"), which case is pending as Case No. 08-02824 (PSH) (the "Bankruptcy Case"); and

WHEREAS, subject to certain Encumbrances, Seller has title to the Transferred Assets (as defined below); and

WHEREAS, Purchaser desires to purchase the Transferred Assets.

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

ARTICLE I

1. **Initial Purchase Consideration**. Subject to the entry of the Sale Order (defined below), the Seller hereby agrees to sell, assign, convey and transfer the Purchased Assets (as defined below) to Purchaser or its designee in consideration of:

Seller is selling, and Purchaser is purchasing the Purchased Assets in "as is, where is" condition, and except as otherwise noted herein, entirely free and clear of any and all Encumbrances. The Cash Consideration shall be free from any lien or superpriority claim in favor of the Purchaser.

2. **Assets to Be Transferred**. On the terms and subject to the conditions set forth in this Agreement (including in Section 4 of this Article), at the Closing (as defined below), Seller shall sell, assign, transfer, convey and deliver to Purchaser or its designee, and Purchaser or its designee shall purchase and assume from the Seller, and except as otherwise noted herein, entirely free and clear of all Encumbrances, all of the Seller's right, title and interest in and to all of

the following properties, assets, and rights, whether accrued, fixed, contingent or otherwise, other than the Excluded Assets (collectively the "Purchased Assets"):

(a) all Intellectual Property owned by the Seller (including, without limitation, all Intellectual Property detailed on Schedule 1 hereto);

(b) all customer lists, including, without limitation, all telephone numbers, addresses and electronic mail addresses associated therewith;

(c) all furniture, fixtures, equipment and sample inventory (including, without limitation, those items detailed on Schedule 2 hereto);

(d) all computer hardware (including, without limitation, all computers detailed on Schedule 2 hereto); provided that Purchaser shall permit Seller access on commercially reasonable terms and at no cost to Purchaser to such computers, and to electronically stored information relating to Seller, as needed by Seller in connection with the Bankruptcy Case or otherwise;

(e) all books and records; provided that Purchaser shall permit the Seller access to such books and records on commercially reasonable terms and at no cost to Purchaser and as needed by Seller in connection with the Bankruptcy Case or otherwise; and

(f) all rights to direct the prosecution of the Hamlin litigation and all proceeds from any judgments or settlement in respect thereof.

3. Accounts Receivable. The Seller desires to sell, assign, convey and transfer the accounts receivables (the "Accounts Receivables"; the Accounts Receivables and Purchased Assets are together referred to herein as the "Transferred Assets") to the Purchaser for consideration that will be additional to the Initial Purchase Consideration. In consideration of the sale, assignment, conveyance and transfer of the Accounts Receivables, the Purchaser shall reduce the aggregate amount of Bank Debt outstanding on a dollar-for-dollar basis by the amount which Purchaser realizes from collections on the Accounts Receivables (the "Additional Consideration").

4. Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the parties expressly acknowledge and agree that the Purchaser shall not purchase or assume from the Seller any assets, properties and rights of Seller other than the Transferred Assets (collectively, the "Excluded Assets"), which Excluded Assets shall be retained by Seller at the Closing.

5. **Closing Deliveries.** At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser or its designee (i) a certified copy of the Bankruptcy Court's Sale Order in form and substance acceptable to Purchaser in the exercise of its reasonable discretion, (ii) duly executed Assignments of Intangible Property substantially in the form of Exhibit A attached hereto and (iii) a duly executed Bill of Sale substantially in the form of Exhibit B attached hereto to transfer the Purchased Assets to the Purchaser or its designee free and clear of all Encumbrances. The Closing shall take place within four (4) business days of the entry of the Sale Order (the "Closing") unless otherwise agreed to in writing by the parties.

6. **Bankruptcy Court Approvals.** This Agreement shall be subject to Bankruptcy Court approval. This Agreement shall also be subject to higher and better offers for the Transferred Assets to be solicited at or before a public auction conducted by Seller consistent with Bankruptcy Court approval. Accordingly, Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sales Procedures Order and Sale Order in the Bankruptcy Case. Within two (2) business days following the execution of this Agreement, Seller shall make any filings and take all other actions to obtain any and all other approvals and orders necessary or appropriate for consummation of the sale of the Transferred Assets to Purchaser or its designee, subject to its obligations to comply with any order of the Bankruptcy Court. The Bankruptcy Court shall approve the sale of the Transferred Assets to Purchaser or its designee within 21 days following the execution of this Agreement. Specifically, prior to the Closing, and as a condition precedent to Purchaser's obligation to purchase the Transferred Assets, (i) the Bankruptcy Court shall have entered the Sales Procedures Order, (ii) the Bankruptcy Court shall have entered the Sale Order; (iii) the Sales Procedures Order and Sale Order shall be in a form and substance satisfactory to Purchaser in the exercise of its reasonable discretion; and (iv) at the sole election of Purchaser, the Sale Order shall be a final order which has not been reversed, modified, rescinded, or stayed as of the Closing.

7. **Notice of Agreement.** As soon as practicable following entry of the Sales Procedure Order, Seller shall serve a copy of a notice of the sale of the Transferred Assets to Purchaser (which notice shall be satisfactory to Purchaser) upon (i) all persons with, or who have asserted, security interests, liens, or other interests in any of the Transferred Assets, (ii) all parties who have previously expressed an interest in purchasing some or all of the Purchased Assets, and (iii) all other persons or parties in interest required to receive notice of the sale pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, including, without limitation, counsel to the unsecured creditors' committee and the United States Trustee. Seller shall file an affidavit of such service with the Bankruptcy Court in the Bankruptcy Case.

8. **Representations and Warranties of the Seller.** Seller represents and warrants to the Purchaser as of the date hereof, that:

(a) Upon entry of the Sale Order, the Seller shall deliver to Purchaser or its designee, free and clear of all Encumbrances, all Transferred Assets except (i) any attorneys' lien claimed on the proceeds of the Hamlin litigation and (ii) any lien on Transferred Assets located outside of the United States securing indebtedness of foreign creditors. Seller has all requisite corporate power and authority to enter into this Agreement, carry out its obligations hereunder and consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller, and, assuming the due authorization, execution and delivery hereof by the other

parties hereto, this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

(b) The execution and delivery by Seller of this Agreement, the consummation of the transactions contemplated hereby, and the performance by Seller of this Agreement in accordance with its terms will not (with or without notice or lapse of time or both), violate any requirement of law to which the Seller or any of its Transferred Assets are subject, except for violations that would not reasonably be expected to, either individually or in the aggregate, be material.

(c) Other than Seller's assignments of its Protégé and Monticello Trade Marks/Names, there are no contracts in existence under which Seller grants any material right under or with respect to any Intellectual Property to another person.

(d) Except as otherwise provided herein, upon entry of the Sale Order, the Purchaser shall receive good and marketable title to all of the Intellectual Property and all other Transferred Assets. Unless otherwise indicated in Schedule 1 hereto, all of the registered Intellectual Property is valid and enforceable and the Seller has taken all necessary actions that are commercially reasonable to maintain and protect each item of registered Intellectual Property.

(e) The Seller has received no notice, and has no knowledge, that any of its Intellectual Property currently infringes upon or otherwise violates any intellectual property rights of others. No person is currently infringing upon or otherwise violating any rights associated with the Intellectual Property. No claim is pending against the Seller or, to the Seller's knowledge, is threatened, which claim or threatened claim opposes or attempts to cancel any of the rights associated with the Intellectual Property. The registered Intellectual Property is not subject to any material outstanding decree, order, judgment, settlement, agreement, or stipulation that restricts in any manner the Seller's transfer thereof.

(f) All of the Intellectual Property owned by the Seller is included in the Transferred Assets, including, without limitation, such Intellectual Property detailed on Schedule 1 hereto.

9. **Further Assurances.** Each party, at the request of the other party, shall execute such documents and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby. From time to time after the Closing, the Purchaser or its designee shall prepare all documents and the Purchaser or its designee and Seller shall take all actions reasonably necessary to further the sale and assignment of the Intellectual Property to the Purchaser or its designee hereunder.

10. **Taxes.** Purchaser shall be solely responsible for the payment of any tax on the transfer of the Transferred Assets.

11. **Complete Agreement.** This Agreement, together with Exhibits A and B, is the entire agreement of the parties with respect to the subject matter of this Agreement and supercedes all prior agreements, contracts, promises, representations, warranties, statements, arrangements and understandings, if any, among the parties or their representatives. Purchaser and Seller may extend the time for or waive the performance of any of the obligations of the other or waive compliance by the other with any of the covenants or conditions contained herein. No waiver, modification or amendment of any provision, term or condition hereof will be valid unless in writing and signed by both parties, and any such waiver, modification or amendment will be valid only to the extent expressly stated in such writing.

12. **GOVERNING LAW; JURISDICTION.** THIS AGREEMENT SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

ARTICLE II.

DEFINITIONS

As used herein, the terms below shall have the following meanings:

"Encumbrance" shall mean any claim, judgment, license, lease, sublease, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, conditional sales agreement, title retention arrangement which is intended as security, encumbrance or other right of third parties of any kind or nature whatsoever, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, and any "claim", "lien", or "security interest" as those terms are defined in the Bankruptcy Code.

"Intellectual Property" shall mean all (i) patents (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto (collectively, "Patents"), (ii) trademarks, service marks, certification marks, trade names, brand names, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof (collectively, "Trademarks"), (iii) copyrights and registrations thereof (collectively, "Copyrights"), and (iv) domain names, together with all goodwill directly or indirectly associated with each of the foregoing, in each case owned by the Seller or one of its affiliates and used in connection with the business and in each case arising in or relating to any jurisdiction, domestic or foreign. Without limitation on any of the foregoing, Intellectual Property shall include all Intellectual Property detailed on Schedule 1 hereto.

"Sale Order" shall mean an order entered in the Bankruptcy Case approving Seller's sale of the Transferred Assets to Purchaser or its designee, which order shall authorize Seller to convey to Purchaser or its designee all of Seller's right, title and interest in and to the Transferred Assets free and clear of any and all Encumbrances. The Sale Order, which must be satisfactory in form and substance to the Purchaser in the exercise of its reasonable discretion, shall authorize Seller to enter into and consummate this Agreement and the transactions contemplated herein in their entirety, and shall further provide, among other things, specific findings that (i) the transfers of the Transferred Assets by Seller to Purchaser or its designee pursuant to this Agreement (a) are or will be valid and effective transfers of the Transferred Assets, and (b) vest or will vest Purchaser or its designee with good and marketable title to the Transferred Assets, entirely free and clear of any and all Encumbrances pursuant to section 363(f) of the Bankruptcy Code; (ii) the price paid for the Transferred Assets constitutes reasonably equivalent value and also constitutes the best and highest offer or value received by Seller for the Transferred Assets; (iii) the Bankruptcy Court retains jurisdiction to enforce the provisions of this Agreement in all respects; (iv) the provisions of the Sale Order are non-severable and mutually dependent; (v) the transactions contemplated by this Agreement are undertaken by Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code; (vi) pursuant to section 363(n) of the Bankruptcy Code, the consideration paid under this Agreement was not controlled by an agreement among potential bidders at the hearing; (vii) the terms and provisions of the Sale Order and this Agreement shall remain in full force and effect upon the dismissal of the Bankruptcy Case, or conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (viii) the stay provided for under Bankruptcy Rule 6004(g) is waived; and (ix) the terms and provisions of the Sale Order and this Agreement shall be binding on all creditors and other parties in interest in the Bankruptcy Case. At the sole election of Purchaser, and as a condition precedent to Purchaser's obligation to purchase the Transferred Assets, the Sale Order shall be a final order which has not been reversed, modified, rescinded, or stayed as of the Closing. At the sole election of Purchaser, and as a condition precedent to Purchaser's obligation to purchase the Transferred Assets, the time to appeal the Sale Order shall have expired, and the Sale Order shall no longer be subject to appeal or further judicial review.

"Sales Procedures Order" shall mean an order entered in the Bankruptcy Case (in a form acceptable to Purchaser in form and substance in the exercise of Purchaser's reasonable discretion) approving, among other things, certain sale and auction procedures to apply to Seller's sale of the Transferred Assets (the "**Sales Procedures Order**"), including, but not limited to the following procedures:

I. **Qualifying Initial Overbids:** For any initial overbid to constitute a qualified overbid, such overbid must:

(a) be contained in a signed definitive asset purchase agreement containing, at a minimum, (i) substantially identical terms and conditions as this Agreement except with a different purchaser and higher and better consideration (and no breakup fee component), (ii) not be subject to any financing or uncompleted due diligence contingency; and (iii) not be subject to any condition precedent to the overbidder's obligation to purchase the Transferred Assets other than those included in this Agreement;

(b) include a cashiers' or certified check or wire transfer in the amount of at least \$50,000 as a good faith deposit;

(c) be received by the Seller in writing by 4:00 P.M. Central daylight time on the first business day before the auction date contemplated by the Sales Procedures Order; and

(d) be accompanied by financial information, satisfactory to Seller in its sole discretion, demonstrating that such qualified initial overbidder has the ability to close the transaction(s).

II. Auction: If Seller timely receives a conforming qualifying initial overbid prior to the commencement of an auction scheduled pursuant to the Sales Procedures Order, Seller shall conduct an auction with respect to the sale of the Transferred Assets. If no conforming qualifying initial overbid shall have been received at or prior to the applicable bid deadline, the auction will not be held and the hearing to approve the Sale Order will proceed with respect to this Agreement forthwith.

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IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first set forth above.

LaSalle Business Credit, LLC

By: 

Name: 

Title: 1ST V.P.

InGEAR Corporation

By: _____

Name: _____

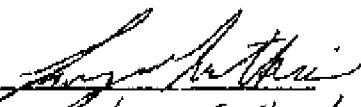
Title: _____

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first set forth above.

LaSalle Business Credit, LLC

InGEAR Corporation

By: _____

By: 

Name: _____

Name: Lucy GUTKIN

Title: _____

Title: CEO

SCHEDULE 1

[Intellectual Property]

TRADEMARK

REEL: 003912 FRAME: 0087

INGEAR CORPORATION TRADEMARKS

Trademark	Registration No./ Application No.	Status	Filed/Issued	Notes	Section 8&15 (or) Renewal Due	Owner
A.A.G. Ingear	Reg. No.: 2,549,845	Registered	March 19, 2002		March 19, 2008	In Gear
A.K.A. Ingear	Reg. No.: 2,589,442	Registered	July 2, 2002		July 2, 2008	In Gear
Alpine Ascent	Ser. No.: 76/565,853	Pending	December 18, 2003	Intent-to-Use <i>Abandoned 12/17/07 No SOU filed</i>		In Gear
Avalon	Ser. No.: 78/690,305	Pending	August 11, 2005	Intent-to-Use		In Gear
Cold To The Core	Reg. No.: 2,910,128	Registered	December 14, 2004		December 14, 2010	In Gear
E.B.S.	Ser. No.: 76/603,230	Pending	July 19, 2004	Intent-to-Use		In Gear
Entourage	Ser. No.: 78/662,144	Pending	June 30, 2005	Intent-to-Use		In Gear
E-Port	Ser. No.: 77/002,962	Pending	September 20, 2006	Intent-to-Use		In Gear
Estate	Reg. No.: 2,474,503	Registered	July 31, 2001		July 31, 2011	In Gear
Frozn	Reg. No.: 3,147,400	Registered	September 26, 2006		September 26, 2012	In Gear
<i>Frozn (Canada)</i>	<i>1,345,678</i>	<i>Pending</i>	<i>April 18, 2007</i>	<i>Use Based</i>		<i>In Gear</i>
I Travel	Reg. No.: 2,848,745	Registered	June 1, 2004		June 1, 2010	In Gear
I G Ingear	Reg. No.: 1,940,665	Registered	December 12, 1995		December 12, 2015	In Gear

Trademark	Registration No./ Application No.	Status	Filed/Issued	Notes	Section 8&15 (or) Renewal Due	Owner
Ice Vault	Reg. No.: 2,744,669	Registered	July 29, 2003		July 29, 2009	In Gear
Index	Ser. No.: 78/690,313	Pending	August 11, 2005	Intent-to-Use		In Gear
Ingear	Reg. No.: 2,447,882	Registered	May 1, 2001	<i>Cancelled - Section 8 2/9/08</i>	May 1, 2007	In Gear
Ingear	Reg. No.: 2,499,913	Registered	October 23, 2001		October 23, 2011	In Gear
Ingear	Reg. No.: 2,412,916	Registered	December 12, 2000	<i>Cancelled - Section 8 9/15/07</i>	December 12, 2006	In Gear
Ingear (Canada)	Reg. No.: TMA 526,657	Registered	April 17, 2000		April 17, 2015	In Gear
Inspired	Reg. No. 3,298,567	Registered	September 25, 2007	Intent-to-Use	September 25, 2013	In Gear
Memfoam	Ser. No.: 77/002,979	Pending	September 20, 2006	Intent-to-Use		In Gear
<i>Mom Approved Kid Safe</i>	Ser. No. 77/327,996	Pending	November 13, 2007	<i>Intent-to-Use</i>		<i>In Gear</i>
Resistalon	Reg. No. 3,299,516	Registered	September 25, 2007	Intent-to-Use	September 25, 2013	In Gear
Swiss Tech	Reg. No. 3,303,494	Registered	October 2, 2007	Intent-to-Use	October 2, 2013	In Gear
Tech Line	Ser. No.: 78/536,586	Pending	December 21, 2004	Intent-to-Use	<i>Abandoned 11/10/07 - Failure to Respond</i>	In Gear
Techline	Reg. No.: 2,622,148	Registered	September 17, 2002		September 17, 2008	In Gear
Techlon	Ser. No.: 77/045,291	Pending	November 16, 2006	Intent-to-Use		In Gear

INGEAR CORPORATION COPYRIGHTS

Copyright (Title)	Registration No.	Status	Issued	Notes
FROZN Reusable Lunch Bags	TXu-1-142-307	Registered	April 10, 2002	InGear

EXHIBIT A

ASSIGNMENTS OF INTANGIBLE PROPERTY

Confirmatory Trademark and Domain Name Assignment

This Assignment, effective as of _____, 2008, is made and entered into by and between InGEAR Corporation, an Illinois corporation ("ASSIGNOR"), and LaSalle Business Credit, LLC, a [] or its designee ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement (hereafter "Agreement") in which ASSIGNOR transferred certain assets to ASSIGNEE, including the trademarks, common law rights, pending trademark applications and trademark registrations associated therewith in the U.S. and throughout the world, and all rights related thereto, together with the goodwill of the business associated with the trademarks, and the domain names (hereinafter, "the Trademarks");

WHEREAS, pursuant to the Agreement, ASSIGNOR wishes to confirm assignment of the Trademarks and ASSIGNEE's right, title and interest thereto, and permit recordation of the Assignment throughout the world and to effect the transfer of the domain names;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby confirms the assignment to ASSIGNEE, of all ASSIGNOR'S right, title and interest in and to the Trademarks, free and clear of all encumbrances, together with the goodwill of the business associated with the Trademarks.

ASSIGNOR further confirms the assignment to ASSIGNEE of all claims for damages for past infringement of the Trademarks, and consents to recordation of the Assignment of the Trademarks in the name of ASSIGNEE in all jurisdictions, and the transfer by the registrars of the domain names to ASSIGNEE.

ASSIGNOR:

INGEAR CORPORATION

By: _____

Name: _____

Title: _____

Date: _____