

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlas Paper Mills, Ltd.		11/21/2006	LIMITED PARTNERSHIP: FLORIDA

RECEIVING PARTY DATA

Name:	Atlas Paper Mills, LLC
Street Address:	11400 NW 32nd Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1711603	EVERSOFT
Registration Number:	1665030	ROSETEX
Registration Number:	2639396	SAVERSOF
Registration Number:	3055822	SMART SOFT
Registration Number:	3130323	BUNNY SOFT
Registration Number:	3071567	CONCORD
Registration Number:	3071566	ATLAS GRAND

CORRESPONDENCE DATA

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-456-8400
 Email: silvermanh@gtlaw.com
 Correspondent Name: Howard E. Silverman
 Address Line 1: 77 W. Wacker Drive

CH \$190.00 1711603

Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601-1732

ATTORNEY DOCKET NUMBER:	016303.010000
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	02/02/2009

Total Attachments: 10
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ASSET PURCHASE AGREEMENT

BY AND AMONG

**ATLAS PAPER MILLS, LLC
3725 EAST 10TH HIALEAH, LLC
3940 EAST 10TH HIALEAH, LLC**

AND

**ATLAS PAPER MILLS, LTD
AND
THE PARTNERS NAMED HEREIN**

NOVEMBER 21, 2006

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of the 21st day of November, 2006, by and among Atlas Paper Mills, LLC, a Delaware limited liability company (the "Purchaser"), 3725 East 10th Hialeah, LLC, a Delaware limited liability company (the "Real Estate Company 1"), 3940 East 10th Hialeah, LLC, a Delaware limited liability company (the "Real Estate Company 2") and together with Real Estate Company 1 the "Real Estate Companies") (iii) Atlas Paper Mills, Ltd, a Florida limited partnership (the "Seller"), (iv) APM Financial Corp., a Delaware corporation (the "General Partner"), (v) APC, Ltd., a Florida limited partnership, Bastanzuri Family, Ltd., a Florida limited partnership and Messrs. Ruben M. Mastrapa and Henry G. Martinez, Jr. and (vi) The _____ Fund, A Limited Partnership, a Massachusetts limited partnership ("_____") (the parties set forth in (v) and (vi) above, collectively with the General Partner, the "Partners"). Terms used herein and not otherwise defined shall have the meanings set forth in Section 11.3 hereof.

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ARTICLE I

PURCHASE OF ASSETS

1.1 Purchase and Sale of Acquired Assets. Subject to the terms and conditions of this Agreement, (a) the Seller agrees to sell, assign and convey and transfer to the Real Estate Companies, and the Real Estate Companies agree to purchase, the Owned Real Property, and (b) the Seller agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser agrees to purchase from the Seller, at the Closing, all of the goodwill and all of the assets (other than the Owned Real Property) owned by the Seller and used by or in connection with the Business, wherever located, including, but not limited to, the current inventory, machinery,

fixtures and equipment, intellectual property, Contracts, books and records, (other than (x) books and records that the Seller is prohibited by applicable Regulation or Order from transferring to the Purchaser, (y) all Tax Returns and other books and records of the Seller relating to Taxes and (z) books, records, statements, checkbooks and other documents relating to the bank accounts of the Seller), accounts receivable, customer and other deposits, rights to all of the Seller's claims against third parties (with the exception of any Claims arising out of the Excluded Assets or Excluded Liabilities), prepaid expenses, customer lists, permits and licenses (other than permits and licenses that Seller is prohibited by applicable Regulation or Order from transferring to the Purchaser) and other intangibles (the "Acquired Assets"), except for the following (collectively, the "Excluded Assets"): (a) the certificate of limited partnership, taxpayer and other identification numbers, seals, minute books, partnership record books and other documents relating to the organization and existence of Seller as a limited partnership; (b) all of Seller's insurance policies and rights thereunder; (c) all rights of the Seller under this Agreement and the agreements entered into in connection herewith and (d) each of the assets specifically set forth on Schedule 1.1 hereto.

***** REDACTED *****

1.3 Method of Conveyance. The sale, transfer, conveyance and assignment by the Seller of the Acquired Assets to the Purchaser, and the Owned Real Property to the Real Estate Companies, in accordance with Section 1.1 hereof shall be effected on the Closing Date at the Closing by the Seller's execution and delivery to the Purchaser and the Real Estate Companies of instruments of transfer including the Real Estate Documents (as defined in Section 7.5 hereof). Seller will make available to Purchaser (a) (i) the originals (or copies if originals are unavailable) of existing leases and all tenant files, Contracts and files and records pertaining to the Owned Real Property as are in Seller's possession or in the possession of the current property manager for the Property; provided that Purchaser will make all originals available to Seller after Closing to the extent required by Seller in connection with accounting, taxation, litigation or other proceedings involving Seller's prior ownership of the Property; and (ii) originals (or copies if originals are unavailable) of all governmental licenses, permits and approvals relating to the occupancy or use of the Owned Real Property in the possession of Seller or Seller's current property manager, (b) the bill of sale in substantially the form of Exhibit 1.3(b) attached hereto (the "Bill of Sale"), (c) an assignment of the Seller's leases used in the Business in substantially the form of Exhibit 1.3(c) attached hereto (the "Assignment of Lease"), (d) transfer documents for the certificates of title for all of the Seller's vehicles used in the Business, (e) assignments of patents and trademarks for the patents and trademarks included among the Intellectual Property owned by the Seller and (f) consents to the assignment of Contracts by third parties thereto to the extent required by such Contract in the form of Exhibit 1.3(d). On the Closing Date, all of the Acquired Assets and Owned Real Property shall be transferred by the Seller to the Purchaser and the Real Estate Companies, as applicable, free and clear of any and all Liens, Claims, Orders and Indebtedness except for Permitted Exceptions applicable to the Owned Real Property.

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2.14 Intellectual Property.

(a) Schedule 2.14 hereto is a complete and accurate list of all Intellectual Property used or held for use in the Business by the Seller. To the extent indicated on such schedule, the Intellectual Property listed on Schedule 2.14 hereto has been duly registered in, filed in or issued by the United States Patent and Trademark Office, United States Copyright Office, a duly accredited domain name registrar, the appropriate offices in the various states of the United States and the appropriate offices of other jurisdictions (foreign and domestic), and each such registration, filing and issuance remains in full force and effect as of the Closing Date. Except as set forth in Schedule 2.14 hereto, the Seller is not a party to any license or Contract, whether as licensor, licensee, or otherwise with respect to any Intellectual Property. To the extent any Intellectual Property is used under license in the Business by the Seller, no written notice of a material default has been sent or received by the Seller under any such license which remains uncured and the execution, delivery or performance of the Seller's obligations hereunder will not result in such a default. Each such license agreement is a legal, valid and binding obligation of the Seller.

(b) Except as set forth in Schedule 2.14 hereto, the Seller exclusively owns or is exclusively licensed to use all of the Intellectual Property (other than "off the shelf" software) used or held for use in the Business, free and clear of any Liens, Orders and other adverse Claims, without obligation to pay any further royalty or any other fees with respect thereto. To the Knowledge of the Seller, the Seller's use of such Intellectual Property (including, without limitation, the manufacturing, marketing, licensing, sale or distribution of products and the general conduct and operations of the Business) does not violate, infringe, misappropriate or misuse any Intellectual Property rights of any third party. No Intellectual Property owned by the Seller has been cancelled, abandoned or otherwise terminated within the last 180 days and all renewal and maintenance fees in respect thereof have been duly paid.

(c) Except as set forth in Schedule 2.14 hereto, the Seller has not received any written notice or Claim from any third party challenging the right of the Seller to use any of the Intellectual Property used by the Seller. The Intellectual Property used by the Seller and listed on Schedule 2.14 hereto constitutes all the Intellectual Property necessary to operate the Business as of the Closing Date and thereafter, in the manner in which it is presently operated. Except as set forth in Schedule 2.14 hereto, the Seller has not made any Claim in writing of a violation, infringement, misuse or misappropriation by any third party (including, without limitation, any employee or former employee of the Seller) of its rights to, or in connection with any Intellectual Property on Schedule 2.14, which Claim is still pending. To the Knowledge of the Seller, there is no pending or threatened Claims by any Person or Authority of a violation, infringement, misuse or misappropriation by the Seller of any Intellectual Property owned by any third party, or of the invalidity of any patent or registration of a copyright, trademark, service mark, domain name, or trade name included in the Intellectual Property owned by the Seller.

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"Intellectual Property" means all domestic and foreign patents, patent applications, trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, Internet domain names and universal resource locators ("URLs"), trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, maskworks, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collectors and other proprietary information or material of any type, whether written or unwritten (and all good will associated with, and all derivatives, improvements and refinements of, any of the foregoing).

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TRADEMARK

REEL: 003928 FRAME: 0374

IN WITNESS WHEREOF, the parties hereto have made and entered into this Asset Purchase Agreement the date first hereinabove set forth.

ATLAS PAPER MILLS, LTD.

By: APM Financial Corp., as its General Partner

By: 

Name: Remberto Bastanzuri

Title: President

ATLAS PAPER MILLS, LLC

By: 

Name:

Title: Manager

3725 EAST 10TH HIALEAH, LLC

By: 

Name:

Title: Manager

3940 EAST 10TH HIALEAH, LLC

By: 

Name:

Title: Manager

APM FINANCIAL CORP.

By: 

Name: Remberto Bastanzuri

Title: President

APC, LTD.

By: APC Financial Corp. as its General Partner

By: _____

Name: Remberto Bastanzuri

Title: President

Ruben M. Mastrapa

Henry G. Martinez, Jr.

BASTANZURI FAMILY, LTD.

By: Bastanzuri Corp. as its General Partner

By: _____

Name: Remberto Bastanzuri

Title: President

THE _____ FUND, A LIMITED
PARTNERSHIP

By: Capital Associates Limited Partnership,
its General Partner

By: Capital Managers LLC,
its General Partner

By: _____

Name: _____

Title: Managing member

Schedule 2.14

Intellectual Property

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Trademarks

Atlas Paper Mills, Ltd.
Trademark Registration Schedule

<u>Name</u>	<u>Class Registered</u>	<u>US Patent and Trademark Reg. No</u>	<u>Date Registered</u>	<u>First Renewal</u>	<u>Second Renewal</u>
Eversoft	Class 16	1,711,603	9/1/1992	9/1/2002	8/20/2012
Rosetex	Class 16	1,665,030	11/19/1991	11/19/2001	3/19/2011
Ultratex	Class 16	1,838,671	6/7/1994	6/7/2004	in process
JPT	Class 16	2,409,040	11/28/2000	11/28/2010	
Harmony	Class 16	2,397,710	10/24/2000	10/24/2010	
Saversoft	Class 16	2,639,396	10/22/2002	10/22/2012	
Smartsoft	Class 16	3,055,822	1/31/2006	1/31/2016	
Bunnysoft	Class 16	3,130,323	8/15/2006	8/15/2016	
Concord	Application in process				
Atlas Grand	Application in process				
UPC code	36196		6/29/1982		