

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Art In Motion Limited Partnership		01/13/2009	LIMITED PARTNERSHIP: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intercontinental Art, Inc.		
<b>Street Address:</b>	525 W. Manville St.		
<b>City:</b>	Compton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90220		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2026953	ART IN MOTION	
Registration Number:	3005301	ART IN MOTION GALLERY COLLECTION	
Serial Number:	76271128	ART IN MOTION	
Serial Number:	76297969	ART IN MOTION	
Serial Number:	76757457		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)496-7756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2024967500		
<b>Email:</b>	thunter@mckennalong.com		
<b>Correspondent Name:</b>	Shari Klevens		
<b>Address Line 1:</b>	1900 K Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006-1108		
<b>ATTORNEY DOCKET NUMBER:</b>	27272.0002		

CH \$140.00 2026953

**900126443**

**TRADEMARK  
 REEL: 003931 FRAME: 0212**

NAME OF SUBMITTER:	Shari L. Klevens
Signature:	/slklevens/
Date:	02/06/2009
<b>Total Attachments: 8</b> source=APA agreement#page1.tif source=APA agreement#page2.tif source=APA agreement#page3.tif source=APA agreement#page4.tif source=APA agreement#page5.tif source=APA agreement#page6.tif source=APA agreement#page7.tif source=APA agreement#page8.tif	

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**ASSET PURCHASE AGREEMENT**

**AMONG**

**INTERCONTINENTAL ART, INC.**

-and-

**ART IN MOTION LIMITED PARTNERSHIP**

Dated January 13, 2009

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Exhibit A Form of Office Facility Lease  
Exhibit B Form of Production Facility Lease  
Exhibit C Form of Stockholders Agreement  
Exhibit D Form of Transitional Services Agreement

**THIS ASSET PURCHASE AGREEMENT** is made the 13th day of January, 2009.

**AMONG**

**INTERCONTINENTAL ART, INC.**, a company incorporated under the laws of the State of Delaware, United States of America

(the “**Purchaser**”)

-and-

**ART IN MOTION LIMITED PARTNERSHIP**, a limited partnership established under the laws of the Province of Manitoba, Canada

(the “**Vendor**”).

**WHEREAS** the Vendor carries on the business of designing, manufacturing and distributing of framed and unframed graphics and sub-licensing of such graphics;

**WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase, certain assets used by the Vendor in such business on the terms and subject to the conditions of this Agreement; and

**WHEREAS** the Purchaser and the Vendor have agreed to enter into a Transitional Services Agreement concurrently with the execution of this Agreement;

**THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration paid by each of the parties to each of the other parties (the receipt and sufficiency of which hereby acknowledged), the parties covenant, represent, warrant and agree as follows:

## **ARTICLE 1- INTERPRETATION**

### **1.1 Defined Terms**

In this Agreement, including the Schedules, unless there is something in the subject-matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

- 1.1.1 “**Agreement**” means this Asset Purchase Agreement, including the attached schedules and appendices.
- 1.1.2 “**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.
- 1.1.3 “**Assumed Liabilities**” means the liabilities of the Vendor which are to be assumed by the Purchaser pursuant to Section 2.4.

## **8.6 Announcements**

No announcement with respect to this Agreement will be made by any party without the prior approval of the other parties. The foregoing will not apply to any announcement by any party required in order to comply with laws pertaining to timely disclosure, provided that such party consults with the other parties before making any such announcement.

## **8.7 Assignment**

The rights of the Vendor hereunder shall not be assignable without the written consent of the Purchaser. Prior to Closing the Purchaser shall not assign or be entitled to assign this Agreement or any portion hereof or any right or obligation hereunder, without the prior written consent of the Vendor, which consent may not be withheld unreasonably.

## **8.8 Successors and Assigns**

This Agreement shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any Person, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## **8.9 Entire Agreement**

This Agreement and the Schedules referred to herein and the Ancillary Agreements constitute the entire agreement between the parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject-matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the Schedules, documents and instruments to be delivered on or before the Closing Date pursuant to this Agreement. The parties further acknowledge and agree that, in entering into this Agreement and in delivering the Schedules, documents and instruments to be delivered on or before the Closing Date, they have not in any way relied, and will not in any way rely, on any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such Schedules, documents or instruments.

## **8.10 Waiver**

Any party which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof; provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

## **8.11 Amendments**

No modification or amendment to this Agreement may be made unless agreed to by the parties in writing.

**8.12 Severability.**

If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

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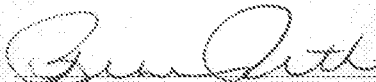
**NEXT PAGE IS EXECUTION PAGE.**

AIM-ICA Asset Purchase Agreement.DOC



IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**INTERCONTINENTAL ART, INC.**

Per:   
Name: Rene Peth  
Position: CFO

**ART IN MOTION LIMITED  
PARTNERSHIP, by its General Partner,  
Art in Motion GP Ltd.**

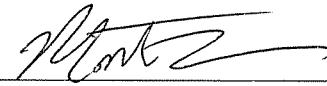
Per: \_\_\_\_\_  
Name:  
Position:

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**INTERCONTINENTAL ART, INC.**

Per: \_\_\_\_\_  
Name:  
Position:

**ART IN MOTION LIMITED  
PARTNERSHIP, by its General Partner,  
Art in Motion GP Ltd.**

Per:  \_\_\_\_\_  
Name: MATTHEW TOWNS  
Position: DIRECTOR