

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Agreement to Sell and Purchase Assets		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Famis, Inc.		06/10/2003	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Famis Manufacturing, Inc.		
<b>Street Address:</b>	1921 Progress Street		
<b>City:</b>	Green Bay		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54304		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2221232	WRAPP-IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	nakees@gklaw.com		
<b>Correspondent Name:</b>	Nicholas A. Kees; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	001432-0230		
<b>NAME OF SUBMITTER:</b>	Nicholas A. Kees		
<b>Signature:</b>	/Nicholas A. Kees/		
<b>Date:</b>	03/04/2009		

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**Total Attachments: 14**

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**AGREEMENT TO SELL AND PURCHASE ASSETS**

THIS AGREEMENT is made and entered into this 10th day of June, 2003, by and between FAMIS, INC., a Wisconsin corporation maintaining its principal place of business at 1921 Progress Street, Green Bay, WI 54304 (herein referred to as "Seller"), and FAMIS MANUFACTURING, INC., a Wisconsin corporation maintaining its principal place of business at 1921 Progress Street, Green Bay, WI 54304 (herein referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of converting and/or manufacturing miscellaneous paper products; and

WHEREAS, Seller desires to sell and Buyer desires to purchase specified assets of Seller,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed:

1. **Sale and Purchase of Assets**. On the Closing Date herein specified, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all liens, claims and encumbrances and free and clear of all of Seller's liabilities, and Buyer shall purchase and accept from Seller, according to the terms, conditions and covenants of this Agreement, all of the following rights, properties and interests of Seller (herein referred to as the "Assets"):
  - (a) **Equipment**. Equipment at the existing plant as listed upon the attached Exhibit A (the "Equipment"); and
  - (b) **Inventory**. Products existing as of the Closing Date, except any portions thereof which are not in current or in usable/saleable condition or which Seller independently elects to retain in Seller's sole discretion (herein referred to as the "Inventory"); and

- (c) Customer Accounts. Customer and sales accounts, lists and names, and pending sales orders as of the Closing Date provided there is a corresponding obligation on the purchaser's part to pay for the same, relating to Seller's beauty products business (herein referred to as the "Customer Accounts"); and
- (d) Intellectual Property. The tradename, trademarks and other intellectual property of the Seller.

Seller shall retain ownership of its accounts receivable and equipment not included in the Assets, and Seller may continue to operate its business at and with said properties except as provided in paragraph \_\_\_\_\_ of this Agreement.

2. Price and Payment. As the full consideration for the sale of the Assets by Seller to Buyer, Buyer shall pay Seller the following amounts in the following manner:

- (a) Inventory. For Inventory, Seller's cost as of the Closing Date, which shall be paid in cash at closing. As of the close of business immediately preceding the Closing Date, Seller and Buyer shall take a physical count of the current, non-obsolete and usable Inventory and shall determine Seller's cost thereof. This shall be a separate payment through an agreed Promissory Note (Exhibit "\_\_\_") from Buyer to Seller.
- (b) Assets Other Than Inventory. For the Equipment, Customer Accounts and Intellectual Property the sum of (\$ \_\_\_\_\_) which shall be paid in cash at closing. All obsolete and non-usable Inventory shall be removed from the premises and property disposed of or sold by the Seller within ten (10) days of closing.

3. Allocation of Price. The parties agree that the entire purchase price shall be allocated to equipment. Therefore, there will be zero allocated to customer accounts and the full purchase price of \$ \_\_\_\_\_ shall be allocated (by agreement) to the equipment which is transferred pursuant to the terms of the agreement.

4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer, with the full knowledge that Buyer is relying upon the same, as follows:

- (a) **Corporate Organization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and has the corporate power and authority to own the Assets and conduct its business as now conducted.
- (b) **Corporate Authority.** Seller has full corporate power and authority and the right to execute, deliver, perform and observe all of the terms, conditions and covenants of this Agreement. Seller has taken or will take all corporate action necessary to authorize the execution, delivery and performance of this Agreement by Seller according to its terms, including the written authorization of Seller's Board of Directors and Shareholders. The execution, delivery and performance of this Agreement by Seller according to its terms does not and will not violate, result in any default or acceleration under, or conflict with any law, article, bylaw, order or contract to which the Seller is a party or is subject to or by which the Seller or the Assets are bound.
- (c) **Description of Assets.** The Assets as defined herein are substantially all of Seller's properties used to conduct Seller's business. To the best of Seller's knowledge, the Assets taken as a whole are in good operating condition and repair, and the Inventory is merchantable, and conform in all material respects with all applicable laws and regulations. See Addenda "A" and "B" of the Bill of Sale from Seller to Buyer.
- (d) **Title to Assets.** Seller has good and marketable title to all of the Assets subject to no mortgage, security interest, lien, claim, encumbrance, charge or liability of any kind or character, except those which will be released on the Closing Date. At closing, the Assets shall be sold, transferred, assigned and conveyed to Buyer

free and clear of all liens, claims and encumbrances, and free and clear of all of Seller's liabilities.

- (e) Contracts. To the best of Seller's knowledge, there are no other presently existing material contracts or commitments with respect to any of the Assets which are transferred hereunder.
- (f) Litigation. There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller or the Assets or relating to the Assets. To the best of Seller's knowledge, Seller is not in material violation of, or under investigation with respect to, or charged with any material violation of any applicable law or regulation. There are no outstanding judgments or orders which affect Seller or the Assets.
- (g) Tax Returns. Seller has filed with the appropriate governmental agencies all required tax returns and tax reports, and has paid all taxes, assessments and fees due with such returns and reports.
- (h) Insurance. Seller maintains policies of fire, extended coverage and liability insurance with adequate limits with respect to the Assets, and all premiums have been paid on such policies. Seller shall maintain all such insurance through the Closing Date.
- (i) Permits and Licenses. Seller holds all permits and licenses required by any applicable Federal or State law or regulation to conduct Seller's business, and has, to the best of Seller's knowledge, filed all reports due under or by virtue of any such permits or licenses.
- (j) Representations and Warranties. No representation or warranty by Seller in this Agreement or furnished or to be furnished pursuant to this Agreement or in connection with the transaction contemplated hereby or in any documents provided hereunder contains or will contain any untrue statement of material fact

or omits or will omit to state any material fact necessary to make the statements contained therein not misleading. All such representations and warranties shall be true and correct on and as of the Closing Date as if made on the Closing Date.

- (k) Effect of Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable according to its terms.
- (l) Notice of Changes. Seller shall immediately notify Buyer of any change in the status of these representations and warranties.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller, with the full knowledge that Seller is relying upon the same, as follows:

- (a) Corporate Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and has the corporate power and authority to purchase the Assets.
- (b) Corporate Authority. Buyer has full corporate power and authority and the right to execute, deliver, perform and observe all of the terms, conditions and covenants of this Agreement. Buyer has taken or will take all corporate action necessary to authorize the execution, delivery and performance of this Agreement by Buyer according to its terms. The execution, delivery and performance of this Agreement by Buyer according to its terms does not and will not violate, result in any default or acceleration under, or conflict with any law, article, bylaw, order or contract to which the Buyer is a party or is subject to or by which the Buyer is bound.
- (c) Litigation. There is no litigation pending or threatened against or relating to Buyer. Buyer is not in material violation of, or under investigation with respect to, or charged with any material violation of any applicable law or regulation. There are no outstanding judgments or orders which affect Buyer.
- (d) Representations and Warranties. No representation or warranty by Buyer in this Agreement or furnished or to be furnished pursuant to this Agreement or in

connection with the transaction contemplated hereby or in any documents provided hereunder contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make the statements contained therein not misleading. All such representations and warranties shall be true and correct on and as of the Closing Date as if made on the Closing Date.

- (e) Effect of Agreement. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable according to its terms.
  - (f) Notice of Changes. Buyer shall immediately notify Seller of any changes in the status of these representations and warranties.
6. Operations of Seller Pending Closing. Seller covenants, represents and warrants with and to Buyer that pending completion of the closing, except with the prior written consent of Buyer:
- (a) Corporate Changes. Seller shall make no changes in its corporate structure which would adversely affect the Assets, or the sale and purchase of the Assets pursuant to this Agreement, or the use and operation of the Assets by Buyer following closing.
  - (b) Ordinary Course. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets and, except in the ordinary course of business, Seller shall not amend or terminate any transaction, contract or commitment, or incur any material liability. Seller shall maintain its normal business operations in the ordinary course through the Closing Date.
  - (c) Preservation of Business. Seller shall preserve the business organization, records, goodwill, suppliers, customers and others having business relationships with Seller.



- (d) Maintenance of Assets. Seller shall keep and maintain the Assets in good condition and repair and shall not permit the withdrawal of any of the Assets from Seller.
- (e) Insurance. Seller shall maintain adequate insurance on the Assets for fire and extended coverage, theft and liability.
- (f) Notice of Changes. Seller shall immediately notify Buyer of any events which materially change any covenant, representation or warranty of this paragraph prior to the Closing Date.
7. Access and Information. Between the date of this Agreement and the Closing Date, Seller shall provide Buyer and Buyer's authorized representatives with reasonable access to such information concerning the Assets as Buyer may reasonably request. Among other things, Seller shall provide Buyer with copies of all lease agreements relating to the Equipment. Following fulfillment or waiver of all contingencies set forth in this Agreement and before the Closing Date, Seller shall also provide Buyer with a list of the Customer Accounts, including names and addresses, and shall provide Buyer with such further records and documents as may be necessary for Buyer to verify the amount of lubricants sold to particular customers. Buyer shall keep such information confidential until completion of the closing, and if the closing is not completed, Buyer shall return all such records and information to Seller.
8. Records. On and after the Closing Date, Seller shall provide and deliver to Buyer all of Seller's records relating to the Assets, excluding corporate and tax books and records.
9. Seller's Liabilities. The parties acknowledge that Seller is selling and Buyer is purchasing the Assets free and clear of all of Seller's liabilities, and that Buyer is not assuming any of Seller's liabilities. The parties further acknowledge that Seller has represented that Seller is required to comply with the Wisconsin Bulk Sales Law, Chapter 406 of the Wisconsin Statutes. Seller shall fully and timely pay and satisfy all of its

liabilities, and shall indemnify, defend and hold Buyer harmless from and against the payment thereof and all claims, actions and expenses, including reasonable attorneys' fees, relating thereto. This obligation shall be personally and unconditionally guaranteed by James J. Schmitt, Seller's principal officer, director and stockholder.

10. **Conditions Precedent to Seller's Obligation to Close.** Seller's obligation to consummate the transaction set forth in this Agreement is, at Seller's option, subject to the following conditions:

- (a) **Representations and Warranties.** Buyer's representations and warranties hereunder shall be true in all material respects on and as of the Closing Date.
- (b) **Performance.** Buyer shall have performed and complied in all material respects with all terms, conditions and covenants of Buyer under this Agreement on or before the Closing Date.
- (c) **Satisfaction of Seller's Counsel.** The form and content of the closing documents shall be reasonably satisfactory to Seller's counsel.

11. **Conditions Precedent to Buyer's Obligation to Close.** Buyer's obligation to consummate the transaction set forth in this Agreement is, at Buyer's option, subject to the following conditions:

- (a) **Representations and Warranties.** Seller's representations and warranties hereunder shall be true in all material respects on and as of the Closing Date.
- (b) **Performance.** Seller shall have performed and complied in all material respects with all terms, conditions and covenants of Seller under this Agreement on or before the Closing Date.
- (c) **Satisfaction of Buyer's Counsel.** The form and content of the closing documents shall be reasonably satisfactory to Buyer's counsel.
- (d) **No Adverse Change.** There shall not have been any material adverse change in the Assets from the date of this Agreement to the Closing Date.

12. **Closing.** The closing shall take place as soon as reasonably possible but not later than June 10, 2003 at 10:00 a.m. at Evans Title Companies, 205 Doty Street, Green Bay, WI (herein referred to as the "Closing Date"), or at such other time and place as the parties may agree in writing.
13. **Seller's Obligations at Closing.** At the closing, Seller shall deliver to Buyer:
- (a) **Bill of Sale and Assignment.** A Bill of Sale and Assignment of all of the Assets with warranties of title free and clear of all liens, claims and encumbrances, and Assignments of Lease Agreements relating to the Equipment.
  - (b) **Certificate of Status.** A certificate of the Wisconsin Department of Financial Institutions dated within five (5) days of the Closing Date as to the status of Seller's corporate existence.
  - (c) **Corporate Resolutions.** True and correct copies of resolutions duly adopted by Seller's Board of Directors and Shareholders, certified by Seller's corporate Secretary, confirming this Agreement and authorizing the consummation of the transaction set forth in this Agreement and the execution and delivery by Seller of all documents then or thereafter required to do so.
  - (d) **Seller's Certificate.** A certificate duly executed by Seller's corporate President and Secretary dated on the Closing Date certifying as to the truth and accuracy of Seller's representations and warranties set forth in this Agreement on and as of the Closing Date as if originally made on the Closing Date.
  - (e) **Third-Party Consents.** Any consents of third parties reasonably necessary to consummate the transaction set forth in this Agreement.
  - (f) **Lien Releases.** Releases of all liens, claims and encumbrances with respect to any of the Assets.

- (g) Other Documents. Such other documents as may be reasonably necessary or appropriate to convey, transfer and assign the Assets to Buyer as provided in this Agreement.
14. **Buyer's Obligations at Closing**. At the closing, Buyer shall deliver to Seller:
- (a) Payments. The payments provided for in this Agreement which are due on the Closing Date.
- (b) Resale Certificate. Buyer's certificate to the effect that the Inventory is purchased for resale.
- (c) Buyer's Certificate. A certificate signed by Buyer's corporate Vice President and Secretary dated on the Closing Date certifying as to the truth and accuracy of Buyer's representations and warranties set forth in this Agreement on the Closing Date as if originally made on the Closing Date.
- (d) Other Documents. Such other documents as may be reasonably necessary or appropriate to consummate the transaction set forth in this Agreement.
15. **Closing Prorations; Sales Tax**. Any personal property taxes on any of the Assets shall be prorated and credited to Buyer as of the Closing Date based upon net general taxes for the preceding year. All prorations and adjustments shall be made on the Closing Date to the extent possible or, if not possible, shall be made as soon thereafter as possible. Any sales tax on the sale of the Assets by Seller to Buyer shall be paid by Buyer, and Buyer shall indemnify, defend and hold Seller harmless from and against the payment thereof, and all claims, actions and expenses, including reasonable attorneys' fees, relating thereto. The parties shall cooperate to the extent reasonably necessary to avoid sales tax if possible.
16. **Possession, Occupancy and Control**. Legal possession and occupancy of the Assets shall be delivered by Seller to Buyer on the Closing Date and, immediately upon completion of the closing, Buyer shall have complete control of all of the Assets.

17. **Risk of Loss.** The risk of loss, destruction or damage to the Assets by reason of fire or other casualty shall be solely that of Seller until completion of the closing. If any of the Assets are damaged or destroyed prior to completion of the closing, Seller shall immediately notify Buyer thereof and Buyer may elect to either terminate the transaction set forth in this Agreement, in which event neither party shall have any obligation to proceed, or proceed to consummate the transaction set forth in this Agreement, in which event Seller shall assign to Buyer all insurance benefits and proceeds relating to the damaged or destroyed Assets.
18. **Further Acts and Documents.** From time to time before or after the closing, the parties shall execute and deliver such other and further documents, and shall take such other and further actions, as may be reasonably necessary to convey and transfer the Assets to Buyer or to carry out the purpose and intent of this Agreement. This shall include a letter written jointly by Seller and Buyer to the Customer Accounts advising of this transaction.
19. **Brokerage Fees.** Each party represents and warrants to the other that Seller has retained and shall pay to Creative Business Brokers a lump sum commission payment of (\$ ) at closing. This is the sole responsibility of the Seller and the Buyer shall have no responsibility with respect to the payment of any commissions or other amounts due to any brokers as a result of this transaction. Further, that no other person(s) is entitled to any commission or similar fee in connection with this Agreement or the consummation of the transaction set forth herein.
20. **Expenses.** Each party shall pay its own expenses relating to the negotiation and preparation of this Agreement and the consummation of the transaction set forth herein.
21. **Indemnification.** Seller shall indemnify, defend and hold Buyer harmless from and against any and all loss, damage, liability, claim, action, demand, judgment or expense, including reasonable attorneys' fees, incurred or sustained by Buyer as a result of or

relating to any misrepresentation or breach of any representation, warranty, covenant, term or condition on the part of Seller under this Agreement or any document by Seller referred to herein or provided in connection herewith. Buyer shall indemnify, defend and hold Seller harmless from and against any and all loss, damage, liability, claim, action, demand, judgment or expense, including reasonable attorneys' fees, incurred or sustained by Seller as a result of or relating to any misrepresentation or breach of any representation, warranty, covenant, term or condition on the part of Buyer under this Agreement or any document by Buyer referred to herein or provided in connection herewith.

22. **Notices.** Any notice to be given hereunder from one party to the other shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the parties as follows or at such other address as either party may notify the other by like notice:

If to Seller:

Famis, Inc.  
1921 Progress Street  
Green Bay, WI 54304

cc: Attorney James T. Joannes  
211 South Monroe  
P. O. Box 933  
Green Bay, WI 53405-0933

If to Buyer:

Famis Manufacturing, Inc.  
1921 Progress Street  
Green Bay, WI 54304

cc: Attorney Warren M. Wanezek  
417 South Adams Street  
P. O. Box 22250  
Green Bay, WI 54305-2250

23. **Nonwaiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right.
24. **Assignment.** Neither party may assign any right, obligation or liability arising hereunder without the prior written consent of the other party, and any assignment or attempted assignment by operation of law or otherwise without such consent shall be null and void.
25. **Survival of Representations and Warranties.** All representations, warranties and covenants made in this Agreement or pursuant to this Agreement or in any documents furnished in connection with this Agreement shall survive the closing.
26. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Wisconsin.
27. **Time of Essence.** Time is of the essence of this Agreement.
28. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe this Agreement.
29. **Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
30. **Modification.** This Agreement may not be amended or modified except by an instrument duly executed by the parties hereto.
31. **Entire Agreement.** This Agreement supersedes all prior agreements, and constitutes the entire agreement between the parties hereto with reference to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FAMIS, INC.

By: 

James J. Schmitt, President

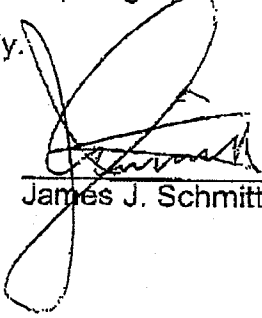
FAMIS MANUFACTURING, INC.

By: 

R. W. Aschenbrenner, President

Personal Guarantee and Covenant Not To Compete

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby personally and unconditionally guarantee to Buyer the performance and payment by Seller of the various covenants, representations and obligations of the foregoing Agreement. This guarantee is not intended to benefit third parties except to the extent required to indemnify Buyer as provided in said paragraph 9. This obligation of the undersigned is in the interest of his marriage or family.

  
James J. Schmitt

(06/09/03)