

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
Kathryn A Worke		03/16/2009	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	David L Swanson
Street Address:	1744 Margaret St
City:	New Richmond
State/Country:	WISCONSIN
Postal Code:	54017
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Patricia L Swanson
Street Address:	1744 Margaret St
City:	New Richmond
State/Country:	WISCONSIN
Postal Code:	54017
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74287515	THE WHITESIDEWALLS ROCK 'N' ROLL REVUE
Serial Number:	74217459	THE WHITESIDEWALLS ROCK 'N' ROLL REVUE
Serial Number:	74157138	THE WHITESIDEWALLS ROCK 'N' ROLL REVUE
Serial Number:	73668156	THE WHITESIDEWALLS

CORRESPONDENCE DATA

Fax Number: (715)246-5810
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 715-246-5840

OP \$115.00 74287515

Email: pswanson@lakeelmobank.com
Correspondent Name: David L Swanson and Patricia L Swanson
Address Line 1: 1744 Margaret St
Address Line 4: New Richmond, WISCONSIN 54017

NAME OF SUBMITTER:	Kathryn A. Worke
Signature:	/Kathryn A. Worke/
Date:	03/18/2009

Total Attachments: 4
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is by and between Kathy Worke, an individual residing at 105 - 3rd Street SE, Medford, Minnesota, 55049, and The Whitesidewalls, LLC, a Minnesota limited liability company in good standing with its register office located at 105 - 3rd Street SE, Medford, Minnesota, 55049, (Worke and The Whitesidewalls, LLC shall collectively be referred to herein as the "Sellers") and David Swanson, an individual residing at 1744 Margaret Street, New Richmond, Wisconsin, 54017 (the "Purchaser").

WHEREAS, The Whitesidewalls LLC owns or has an interest in various trademarks, copyrights, equipment, customer lists, T-shirts and music compact disks relating to the musical group known as "The Whitesidewalls," and "The Whitesidewalls Rock 'N' Roll Revue; and

WHEREAS, Kathy Worke is an individual who owns a one hundred percent (100%) interest in The Whitesidewalls, LLC; and

WHEREAS, Kathy Worke individually may also own or have an interest in the various trademarks; and

WHEREAS, David Swanson is an individual who is an experienced professional musician; and

WHEREAS, Kathy Worke and The Whitesidewalls, LLC wish to sell to David Swanson, and David Swanson wishes to purchase from Kathy Worke and The Whitesidewalls, LLC, all right, title, interest and equity in and to the various trademarks, copyrights, customer lists, T-shirts and music compact disks relating to the musical group known as "The Whitesidewalls,"

NOW, THEREFORE, Sellers and Purchaser hereby agree as follows:

1. Sale of Whitesidewalls Assets. Sellers hereby sell, transfer and assign to Purchaser all of Sellers' right, title, interest and equity in and to the following assets:

a. All trademarks and/or service marks pertaining to the Whitesidewalls band, including, without limitation, the following marks:

Marks Registered with the US Patent and Trademark Office:

A. The Whitesidewalls Rock 'N' Roll Revue, federal serial number 74287515, registration number 1843233;

~~B. The Whitesidewalls Rock 'N' Roll Revue, federal serial number 74217459, registration number 1738709;~~

or more of the marks. Sellers represent that they are solely entitled to receive an assignment of any such marks from the Patrick Kennedy estate and Sellers agree to take all necessary steps to perfect any conveyances or assignment of title either from the Patrick Kennedy estate to Sellers, who will then convey the same to Purchaser. Alternatively, Sellers may arrange for an assignment of title from the Patrick Kennedy estate directly to Purchaser.

3. Price and Payment. In consideration for the sale of assets described herein, Purchaser will pay to Sellers the amount of \$7,500 by check concurrently with the execution of this Asset Purchase Agreement. Additionally, Purchaser and Sellers acknowledge that as part of the purchase price, Sellers will retain the amount of \$17,200 which Sellers have already received as security deposits and advance payments in connection with future Whitesidewalls engagements, which engagements shall be performed by Purchaser.
4. Items Not Included in Purchase. Purchaser is not purchasing the Whitesidewalls, LLC, band equipment, which includes the public address system, lighting system, microphones, microphone cables, musical instruments, and truck. Sellers shall retain ownership of these items. Purchaser is not purchasing the Minnesota limited liability company known as The Whitesidewalls, LLC, nor is Purchaser acquiring its debts or obligations, except that it will perform engagements that have already been contracted for as outlined herein. Sellers shall remain liable for any debts or obligations not specifically transferred to Purchaser by this Asset Purchase Agreement, including any federal or state income taxes, withholding taxes, unemployment compensation taxes, worker's compensation taxes, or other tax liabilities that have accrued through the date of execution of this Asset Purchase Agreement.
5. Warranties. Seller Kathy Worke represents that she is the sole shareholder and chief executive officer of The Whitesidewalls, LLC, and that she has authority to enter into this Asset Purchase Agreement on behalf of The Whitesidewalls, LLC. Sellers collectively warrant and represent that no other individuals or entities have any ownership interest in the above-referenced trademarks, service marks, assumed name, copyrights or other intellectual or personal property described above.
6. Additional Documents. Sellers will execute such additional documents as Purchaser may reasonably request to vest or confirm the vesting in Purchaser of all of the trademarks, service marks, copyrights, and assumed name, and all other property described in this agreement.
7. Notification of New Inquiries. Seller shall promptly notify Purchaser of any new inquiries Sellers receive regarding possible engagements of the Whitesidewalls band.
8. Amendment. This agreement may be amended only by an instrument in writing signed by Sellers and Buyer.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of March 16, 2009.

SELLER

PURCHASER

The Whitesidewalls, LLC.

By Kathy Worke
By Kathy Worke
Its Chief Managing Officer

David Swanson
David Swanson
Individually

SELLER

Kathy Worke
Kathy Worke
Individually

Exhibit A to Whitesidewall's Asset Purchase Agreement

Purchaser:	Date of Performance:	Deposit:
MN Power Employees Credit Union	April 4, 2009	\$1,825.00
Royal River Casino	May 8 and 9, 2009	\$2,500.00
Mark Gorres Wedding	May 29, 2009	\$1,250.00
Royal River Casino	June 5 and 6, 2009	\$3,250.00
Glencoe Chamber of Commerce	June 12, 2009	\$1,300.00
Waverly Heritage Days	July 17, 2009	\$2,050.00
Swenson Anniversary Celebration	July 18, 2009	\$1,500.00
Water-ama Glenwood	July 25, 2009	\$1,400.00
Steele County Free Fair	August 21, 2009	\$1,000.00
Interlachen Country Club	October 10, 2009	\$1,125.00
Total Deposits:		\$17,200.00