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11-10-2009

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TRADemark



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To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

1. Name of conveying party(ies):

Name and address of receiving party(ies)

American Solutions for Business

Additional names, addresses, or citizenship attached? Yes No

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other _____
- Association
- Limited Partnership

Name: Glen Hilbert
 Internal
 Address: PTM Document Systems
 Street Address: P.O. Box 7789
 City: Santa Rosa
 State: California
 Country: USA Zip: 95407

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 13, 2009

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Other Individual Citizenship United States
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Serial No. 78055111

2675677

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Trademark: "Print to Mail". G&S computer peripherals, namely, an in-line folding & Sealing devise that attaches to computer printers for creating mail ready pieces.

5. Name & address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved:

Name: Glen Hilbert

1

Internal Address: PTM Document Systems

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Street Address: P.O. Box 7789

- Authorized to be charged to deposit account
- Enclosed

City: Santa Rosa

8. Payment Information:

State: California Zip: 95407

11/09/2009 DBYRNE 00000012 78055111

Phone Number: (866) 667-2861 ext. 6304

01 FC:8521 40.00 00

Fax Number: (707) 547-4568

Deposit Account Number _____

Email Address: ghilbert@print-2-mail.com

Authorized User Name _____

9. Signature: Kristy L. Warnen
Signature

11-04-09
Date

Kristy L. Warnen, Attorney for Conveying Party
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Section 2 – Additional Name and Address of Receiving Party(ies)

Name: Lorretta DiGangi
Address: 176 N. Golden Spur Way
City/State/Zip: Orange, CA 92869

Other: Individual
Citizen: United States

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into this 13th day of July, 2009 by and between American Business Forms, Inc. d/b/a American Solutions for Business ("American"), Lorretta DiGangi, in her individual capacity ("DiGangi") and Glen Hilbert, in his individual capacity ("Hilbert").

WHEREAS, American is the owner of certain Assets described herein; and

WHEREAS, American desires to sell to DiGangi and Hilbert and DiGangi and Hilbert desire to purchase said Assets pursuant to the terms and conditions herein described; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide the terms and conditions for the sale by American to DiGangi and Hilbert of the following assets, hereinafter referred to as the "Assets":

1.1 All rights to the "Print to Mail" name, logo and trademark, including United States Patent and Trademark Office ("USPTO") Trademark Serial No. 78055111, the PTM Document Systems name and logo, and the name "Print 2 Mail".

1.2 The phone numbers and fax numbers listed on the attached Schedule A.

1.3 Websites/URL's identified on the attached Schedule B.

1.4 Customer data contained on TopForm with Distribortek.

1.5 Furniture, fixtures and equipment on the attached Schedule C.

2. **Purchase Price.** The Purchase Price for the Assets is Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250) ("Purchase Price"). The Purchase Price shall be payable in full at Closing.

3. **The Closing and Transfer of Assets.**

3.1 **Closing/Closing Date.** The Closing of the transaction contemplated by this Agreement shall occur at the offices of Gregerson, Rosow, Johnson & Nilan, Ltd., 650 Third Avenue South, Suite 1600, Minneapolis, Minnesota or such other place as mutually agreed upon by the parties. The Closing Date shall be on July 6, 2009 unless otherwise mutually agreed between the parties.

3.2 **Closing Documents.** At the Closing, American shall deliver the following documents:

- 3.2.1 Bill of Sale whereby the Assets are conveyed to DiGangi and Hilbert.
- 3.2.2 Documents necessary to assign American's rights in the "Print to Mail" USPTO Trademark Serial No. 78055111.
- 3.2.3 Such other instruments as may be reasonably necessary to carry out the transfers contemplated by this Agreement.

4. **Representations and Warranties of American.** American hereby represents and warrants to DiGangi and Hilbert as follows:

- 4.1 **Qualification, Power and Authority.** This Agreement and the documents to be delivered at Closing have been and/or will be duly authorized and executed by American. American has all requisite rights, power, and authority to enter into, perform and carry out this Agreement. The documents to be delivered by American to DiGangi and Hilbert at or following the Closing shall be adequate and sufficient to vest in DiGangi and Hilbert all of American's right, good title and interest in and to the Assets, free and clear of all liens and encumbrances.
- 4.2 **Liens.** All of the Assets being sold hereunder are free and clear of any and all liens and encumbrances.
- 4.3 **No Litigation, etc.** There are no actions, suits or proceedings pending, nor has American received any oral or written notice of any threatened action, suit or proceeding against or affecting the Assets, and that it is not in default with respect to any judgment, order, writ, injunction, assessment or other similar command of any Court or of any federal, state, municipal or other governmental department or agency affecting the Assets.
- 4.4 **No Defaults.** Neither the execution nor the delivery of this Agreement nor the compliance with the provisions hereof will conflict with or violate or result in a default under the terms, conditions or provisions any agreement or instrument to which American is now a party which would result in the creation of a lien or other encumbrance upon any of the Assets.
- 4.6 **Conduct Prior to Closing.** For the period from the execution of this Agreement to the Closing Date, American shall, with respect to the Assets, unless otherwise agreed by DiGangi and Hilbert, comply with all of the following:
 - 4.6.1 Not mortgage, pledge, or subject to lien or any other encumbrance any of the Assets.
 - 4.6.2 Not sell, assign or transfer any of the Assets.
- 4.7 **Effective Date of Warranties.** The representations and warranties of American contained herein shall be accurate in all respects as if made on and as of the Closing

Date, as well as on the date when made, except for changes occurring in the ordinary course of the operation of business.

5. **Representations and Warranties of DiGangi and Hilbert.** DiGangi and Hilbert, at the time of this Agreement and at the time of Closing, hereby represent and warrant to American as follows:
 - 5.1 **Right, Power, and Capacity.** DiGangi and Hilbert have the legal right, power and capacity to enter into and to perform this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate or result in any breach or termination of any provision of or constitute a default under, any indenture agreement or other instrument to which DiGangi and Hilbert are a party or to which they are bound, either together or in their individual capacity.
 - 5.2 **Compliance with Laws.** The execution, delivery and performance of this Agreement and all of the documents and instruments required by this Agreement do not and will not conflict with or violate any law, judgment or decree to which DiGangi and Hilbert is a party, or any contract or agreement to which DiGangi and Hilbert is a party or by which they are bound either together or individually. To DiGangi's and Hilbert's knowledge, there are no approvals or consents of third parties necessary for the consummation of the transactions contemplated by this Agreement
 - 5.3 **Survival.** The representations and warranties of DiGangi and Hilbert shall survive the Closing.
6. **American's Duties, Rights, and Responsibilities.** Upon Closing, subject to the security interests retained pursuant to the Pledge Agreement, the Assets shall be transferred and conveyed to DeGangi and Hilbert and become the property of DiGangi and Hilbert.
7. **DiGangi and Hilbert Duties, Rights and Obligations.** DiGangi and Hilbert shall purchase from American the Assets and pay the Purchase Price to American.
8. **Conditions to Closing.** The parties' respective obligations to complete the transaction contemplated by this Agreement is contingent upon the continued employment of both DiGangi and Hilbert with American. If, prior to Closing, either DiGangi and Hilbert are no longer employees of American, this Agreement shall become null and void, and no party shall have any further obligations under this Agreement.
9. **Right of First Refusal.** In the event that DiGangi and Hilbert decide to sell their business, including but not limited to the Assets described herein, then American will have the right of first refusal regarding such sale. In order to exercise its right of first refusal, American must agree to the same terms and conditions of the purchase as any bonafide third party buyer. This right of first refusal will expire 90 days after both DiGangi and Hilbert terminate their work agreements with American. The right of first refusal does not apply to a sale between DiGangi and Hilbert, or if either, but not both, sell to a third party.
10. **Notices.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to American by delivering it personally to

an officer of American, or if it directed to DiGangi and Hilbert by delivering it personally to DiGangi and Hilbert, or if mailed in a sealed wrapper by United States registered mail or certified mail return receipt requested, postage pre-paid or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to American: American Solutions for Business
P.O. Box 218
Glenwood, MN 56334
Attn: Larry Zavadil

Copy to: Joseph A. Nilan
Gregerson, Rosow, Johnson & Nilan, Ltd.
650 Third Avenue South, Suite 1600
Minneapolis, MN 55402-4337

If to DiGangi: Lorretta DiGangi
176 N. Goldenspur Way
Orange, CA 92869

If to Hilbert: Glen Hilbert
2305 Circadian Way
Santa Rosa, CA 95407

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit if aforesaid, provided, however, that if notice is given by deposit that time for response to any notice by the other party shall commence to run one day after any such deposit. Any party may change its address for the service of notice by given written notice of such change to the other parties, in any manner specified above, ten days prior to the effective date of such change.

11. **Assignment.** This Agreement may not be assigned by DiGangi or Hilbert without the prior written consent of American.
12. **Governing Law.** This Agreement shall be deemed to be executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice of law doctrine of any state.
13. **Dispute Resolution.** For the purposes of any arbitration or litigation arising out of, relating to, or pursuant to this Agreement, the Parties agree that the same shall be venued in Pope County, Minnesota, and that Pope County shall be the exclusive venue of any arbitration or litigation, whether or not such venue is or subsequently becomes inconvenient. DiGangi and Hilbert agree that the Court in Pope County, Minnesota shall have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or related to this Agreement.
14. **Severability.** To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and its Agreement shall be unaffected and shall continue in full force and effect.

- 14. **Severability.** To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and its Agreement shall be unaffected and shall continue in full force and effect.
- 15. **Amendments.** No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by the parties hereto.
- 16. **Prior Agreement.** This Agreement is intended to supplement that certain letter of understanding dated November 27, 2007.
- 17. **Headings.** The section headings herein are for convenience only and shall not affect the construction of this Agreement.
- 18. **Counterparts.** This Agreement may be executed in one or more counterparts and exchanged between American, DiGangi and Hilbert by fax. Each document so exchanged shall be deemed an original. Upon request, a party shall deliver an original executed counterpart of this Agreement to the other parties.
- 19. **Confidentiality.** The parties to this Agreement agree to keep the existence of the Agreement and its terms and conditions strictly confidential. The parties agree not to discuss the existence of this Agreement or its terms with any third party.

IN WITNESS THEREOF, the parties thereto have executed this Agreement as of the date first above written.


**AMERICAN BUSINESS FORMS, INC.
D/B/A AMERICAN SOLUTIONS FOR BUSINESS**

Dated: July 13, 2009

By 


Larry Zavadil, CEO

Dated: July 13, 2009

By 

Lorretta DiGangi, Individually

Dated: July 13, 2009

By 

Glen Hilbert, Individually

Telephone Numbers

888-586-7296
714-628-0169
707-576-6396
866-667-2861
707-527-6022

Facsimile Numbers

714-628-0429
707-547-4568
707-547-4571
707-547-4542
707-547-4576
707-547-4545
707-547-4566
707-547-4569
707-527-9230

SCHEDULE B
WEBSITES/URL'S

<http://www.optimumsupplies.com>
<http://www.print-2-mail.com>
<http://www.print-to-mail.com>
<http://www.ptmdocumentsystems.com>
<http://www.ptmdocumentsystems.net>
<http://www.buytaxforms.com>
<http://www.ipaperpayroll.com>

SCHEDULE C
FURNITURE, FIXTURES AND EQUIPMENT

1. Desks, furniture, phones, computers, computer peripherals, printers and office equipment in Glen Hilbert's office and the office of the PTM Sales Manager (Billy Wier)
2. Desks, furniture, phones, computers, computer peripherals, printers, and office equipment (including the actual cubicles) in the PTM Customer Service and Sales cubicles.
3. Desks, furniture, phones, computers, computer peripherals, printers, office equipment, and office supplies at Lorretta Digangi's home office.
4. All PTM demonstration Print to Mail™ machines and printers
5. Power Edge 1950 server including all the peripheral networking and routing equipment and cabling
6. Filing System, including customer files
7. Two sets of cubicles, including the desks, furniture, phones, computers, computer peripherals, printers, and office equipment in the accounting area
8. Accounting office equipment including the HP 4250n printer, HP p4014n printer, NEC copier, and the Cannon fax
9. Warehouse forklift
10. Warehouse racks
11. Warehouse computers and computer peripherals
12. Phone system
13. Break area equipment including the refrigerator and microwave
14. HP laser jet 4350n (PO printer in empty PTM cubicle)
15. Imagistics copier
16. Unused office supplies purchased by PTM