

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mug World, Inc.		06/30/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	New Thermo-Serv, Ltd.		
Street Address:	3901 Pipestone Road		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2998056	MUGWORLD	
CORRESPONDENCE DATA			
Fax Number:	(404)420-0805		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-721-8051		
Email:	trademarks@pogolaw.com		
Correspondent Name:	Jeff Cash/Bryan Cave LLP		
Address Line 1:	2200 Ross Avenue, Suite 3300		
Address Line 2:	JP Morgan Chase Tower		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	C073966.0315440		
NAME OF SUBMITTER:	Jeff Cash		
Signature:	/Jeff Cash/		
Date:	10/28/2010		

CH \$40.00 2998056

Total Attachments: 6

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BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") is entered into as of June 30, 2010 by and among (i) Mug World, Inc., a Texas corporation ("**Seller**"), (ii) Jim L. Ivins and Bonnie L. Ivins (the "**Shareholders**") and together with the Seller, the "**Assignor**"), and (iii) New Thermo-Serv, Ltd., a Texas limited partnership ("**Buyer**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of June 30, 2010 (the "**Asset Purchase Agreement**") by and among Buyer, Seller and the Shareholders.

RECITAL:

WHEREAS, Seller, Buyer and the Shareholders have concurrently herewith consummated the purchase by Buyer of the Assets pursuant to the terms and conditions set forth in the Asset Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sale of the Assets and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Asset Purchase Agreement, Seller, Buyer and the Shareholders agree as follows:

1. Assignor does hereby, effective as of the date hereof, irrevocably sell, transfer, assign, convey and deliver good and marketable title to, including any and all of its right, title and interest in and to, the Assets to Buyer.
2. In furtherance of the foregoing and upon the terms and subject to the conditions of the Asset Purchase Agreement, from time to time upon written request therefor, the parties hereto agree to do such things and to promptly execute, acknowledge, and deliver any such further assurances, documents and instruments of transfer or assignment, in each case that the other party may reasonably request in order to transfer, assign, convey and deliver to Buyer all of Assignor's rights, title and interest in and to the Assets.
3. This Bill of Sale is subject in all respects to the terms and conditions set forth in the Asset Purchase Agreement. In the event of a conflict or an inconsistency between this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.
4. This Bill of Sale shall bind and inure to the benefit of the respective parties and their successors and assigns and may not be altered, amended or modified except by written instrument executed by each of the parties hereto.
5. This Bill of Sale shall be construed in accordance with and governed by the internal laws of the State of Texas (without giving effect to its choice of law principles).

IN WITNESS WHEREOF, this Bill of Sale is being executed as of the date first written above.

MUG WORLD, INC.

By:

Name:

Title:

Bonnie L. Ivins

BONNIE L. IVINS

PRESIDENT

Jim L. Ivins

Jim L. Ivins

Bonnie L. Ivins

Bonnie L. Ivins

Schedule 1.1(c)

Business Intellectual Property

U.S. Trademark Registration No. 2,998,056

Mark: MUGWORLD

See attached paperwork.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into effective as of June 30, 2010, by and among (i) New Thermo-Serv, Ltd., a Texas limited partnership ("**Buyer**"), (ii) Mug World, Inc., a Texas corporation ("**Seller**"), and (iii) Jim L. Ivins, an individual ("**JI**") and Bonnie L. Ivins, an individual ("**BI**"), and collectively with JI, the "**Shareholders**").

RECITALS:

WHEREAS, Seller is in the business of producing and distributing ceramic mugs and other products (the "**Business**"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase from Seller, all of the assets of Seller or the Shareholders related to the Business, upon the terms and subject to the conditions herein set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller, the Shareholders and Buyer hereby agree as follows:

ARTICLE I TERMS OF THE TRANSACTION

1.1 Assets to be Transferred. At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Seller and the Shareholders will sell, assign, transfer, deliver, and convey to Buyer, and Buyer shall purchase from Seller and the Shareholders, all assets, personal and mixed, tangible and intangible, owned or used by Seller and associated with, related to or employed in the operation of the Business, which shall include, without limitation, all the following assets and properties existing on the Closing Date:

(c) any and all ownership rights held by Seller or the Shareholders with respect to the Business Intellectual Property, a list of which is set forth on **Schedule 1.1(c)**;



(c) If a party has either (x) an indemnification claim against the other party relative to such other party's representations, warranties and obligations under this Agreement, or (y) a claim based on any adjustment pursuant to **Section 5.8**, the claiming party shall give notice relative to such claim. After notice is given, the party receiving such claim may dispute such claim and the parties shall then meet to discuss any disagreements they may have. If no dispute is received after fifteen days have elapsed from the delivery of a claim, such claim shall be deemed accepted by the party receiving such claim. Once a claim is (i) deemed accepted, or (ii) agreed to by the parties, the party then owed any amounts will then be entitled to, in the case of Buyer, take the funds from the Holdback, or in the case of the Seller, have such amounts paid in cash by Buyer. The Holdback shall remain in place for a period of ninety (90) days after the Closing Date. At the end of such period, the balance of the Holdback, if any, shall be transferred to Seller by wire transfer of immediately available funds.

1.4 Certain Defined Terms. As used in this Agreement, each of the following terms has the meaning given it below:

“**Affiliate**” means any entity controlling, controlled by or under common control with the named party.

“**Ancillary Documents**” means each agreement, instrument, and document (other than this Agreement) executed or to be executed by Seller or Buyer in connection with the transactions contemplated by this Agreement.

“**Applicable Law**” means any statute, law, rule, or regulation or any judgment, order, writ, injunction, or decree of any Governmental Entity to which a specified Person or property is subject.

“**Assets**” has the meaning set forth in **Section 1.1** of this Agreement.

“**Business**” has the meaning set forth in the recitals of this Agreement.

“**Business Intellectual Property**” means all Intellectual Property included within or used or necessary for the conduct of the Business, whether owned or licensed.

“**Closing**” has the meaning set forth in **Section 6.1** of this Agreement.

“**Closing Date**” has the meaning set forth in **Section 6.1** of this Agreement.

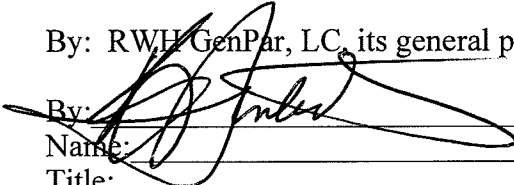
“**Code**” means the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

Buyer:

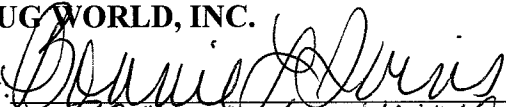
NEW THERMO-SERV, LTD.

By: RWH GenPar, LC, its general partner

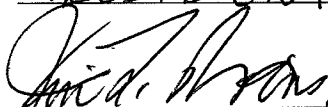
By: 
Name: _____
Title: _____

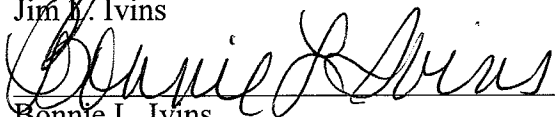
Seller:

MUG WORLD, INC.

By: 
Name: BONNIE L. IVINS
Title: PRESIDENT

Shareholders:


Jim L. Ivins


Bonnie L. Ivins