

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
Heidi Matonis		10/20/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Apparel Source, Inc.		
Doing Business As:	DBA The Source		
Street Address:	1020 SW 34th St.		
City:	Renton		
State/Country:	WASHINGTON		
Postal Code:	98055		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3129267	POSITIVITEE	
CORRESPONDENCE DATA			
Fax Number:	(206)728-2002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-782-2000		
Email:	erin@karpbusinesslaw.com		
Correspondent Name:	Erin M. Karp		
Address Line 1:	5516 17th Ave. NW		
Address Line 4:	Seattle, WASHINGTON 98107-5205		
ATTORNEY DOCKET NUMBER:	APPAREL SOURCE		
NAME OF SUBMITTER:	Erin M. Karp		
Signature:	/Erin M. Karp/		
Date:	11/01/2010		

OP \$40.00 3129267

Total Attachments: 2

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PURCHASE AGREEMENT

This Agreement ("Agreement") is entered in by and between The Apparel Source, Inc. ("The Source"), a Washington Corporation and Heidi Matonis ("Seller"), as of October 20, 2010.

(A) WHEREAS, The Source is in the business of developing and marketing apparel and desires to use the Positivitees brand; and

(B) WHEREAS, Seller has trademarked the brand Positivitees and owns the Positivitees domain and controls the Positivitees website and desires to sell said assets.

NOW, THEREFORE in consideration of the mutual covenants, undertakings, and promises contained herein, it is hereby agreed as follows:

1. **Sale of Trademark, Domain Name and Related Property:** Seller agrees to sell, assign, transfer and convey to The Source, and The Source agrees to purchase and accept from Seller all of its entire rights, title and interest in and to the Trademark Positivitees, the Domain Name Positivitees and the associated website; all associated trademarks, trade names, service marks, graphics, content, programming, database, email lists, forms, internal search engines and advertisements on or of this Website wherever they exist and all internet traffic to the Domain Name Positivitees (collectively referred hereto as the "Property").
2. **Sellers Warranties and Duties:** Seller hereby represents and warrants that, to the best of her knowledge, Seller is the lawful owner of, has good and marketable title to the Property free and clear of any all liens and encumbrances, and that Seller has legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title or use of the Property. Seller will not execute any agreement in conflict with this Agreement.
3. **The Source Warranties and Duties:** The Source warrants that it has full power and authority to execute and deliver this Agreement and the instruments of transfer and other documents delivered or to be delivered hereto, and to consummate the transactions contemplated under this Agreement.
4. **Non-Competition:** Seller covenants and agrees that for a period beginning on the transfer of the Property to The Source and ending three (3) years thereafter, she will not in any manner whatsoever, anywhere in the world, directly or indirectly in any capacity whatsoever, engage in any direct competition with the Property. Seller acknowledges that the restrictions set forth in this paragraph are fair and reasonable and are reasonably required for the protection of the interests of The Source. In the event that the area of restriction is declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period or areas of restriction deemed reasonable shall hereinafter become the maximum restrictions contained in this paragraph.
5. **Indemnity:** Seller shall defend, indemnify and hold The Source, its officers, employees and advisors harmless from and against all claims, damages losses, liabilities, costs and expenses arising out of or resulting from any breach or representation made by Seller, failure by Seller to carry out or perform any of her obligations or undertakings under this Agreement, and any infringement of The Source's rights arising out of Seller's use of the Property prior to closing.

The Source shall defend, indemnify, and hold Seller, her employees and advisors harmless from and against all losses arising from any breach or warranties made by The Source in or pursuant to this Agreement, failure by The Source to carry out or perform any of its obligations or undertaking under

this Agreement and any claims asserted by third parties against the Seller relating to actions or operations by The Source in the running of the Property and taken after the transfer of the Property.

The indemnified party shall promptly notify the indemnifying party in writing of any claim, demand, action or proceeding for which indemnification will be sought under this paragraph.

6. **Consideration:** As consideration for the sale of the Property and Seller's warranties, The Source promises to pay to Seller the amount of \$1,000 (One thousand dollars) to be remitted to Seller upon her acceptance of this Agreement.
7. **Contingent Consideration:** If The Source wants to continue use of the Property after January 15, 2011 it will remit to seller the additional sum of \$9,000 (Nine thousand dollars) by January 15, 2011. If The Source does not wish to use the Property after January 15, 2011 it shall promptly return to Seller all items received from Seller pursuant to paragraph 5 and shall immediately discontinue use of the Property.
8. **Delivery:** Immediately upon the receipt of the initial payment in payment in paragraph 6, Seller will continue to take any and all actions that are necessary or desirable to protect The Source's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with the authorized entity or registry.

Within 5 days of receipt of the initial payment in paragraph 6 the Seller shall undertake to transfer the Domain Name to The Source's preferred registrar and to promptly attend to and satisfactorily complete all requests made by the losing and gaining registrars and their agents relating to the transfer of the aforesaid Domain Names.

Within 10 days of receipt of the initial payment, Seller shall undertake to transfer to The Source all documents, files, programs, designs, artwork, templates, folders, databases, search engines, or other materials, logins, passwords, guides, and tutorials required for the setting up and the running of the Website.

8. **Jurisdiction:** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Washington, County of King. If any provision of this Agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.
9. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement may not be amended, nor any obligations waived, except by a writing signed by both parties.

The Apparel Source, Inc.
1020 SW 34th Street
Renton, Washington 98055

Heidi Matonis
47 Hillside Road
Greenwich, Connecticut 06830

By John Flynn
Its [Signature]
Dated 10/25/10

Heidi Matonis
Dated 10/21/2010