

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Great American Resources, LLC		03/11/2010	LIMITED LIABILITY COMPANY: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	Natural Stone Mfg Co., Inc.,
<b>Street Address:</b>	4902 W Superior Avenue
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85043
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2906667	DECOROCK WATER-WISE LANDSCAPE ROCK

**CORRESPONDENCE DATA**

Fax Number: (602)484-0738  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 602-484-0827  
 Email: ginap@nsmci.com  
 Correspondent Name: Natural Stone Mfg Co., Inc.,  
 Address Line 1: 4902 W Superior Avenue  
 Address Line 4: Phoenix, ARIZONA 85043

<b>NAME OF SUBMITTER:</b>	Howard Scheuner
<b>Signature:</b>	/Howard Scheuner/
<b>Date:</b>	11/24/2010

Total Attachments: 9

**900176265**

**TRADEMARK  
 REEL: 004421 FRAME: 0243**

**OP \$40.00 2906667**

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**ASSET PURCHASE AGREEMENT**

**among**

**GREAT AMERICAN RESOURCES, LLC,**

**GARY and MARSHA APPLGATE and RICHARD BJORN,**

**AND**

**NATURAL STONE MFG CO., INC.**

Dated: March 11, 2010

**TRADEMARK**

2157043.8

**REEL: 004421 FRAME: 0245**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is dated March 1<sup>st</sup>, 2010, and is among Great American Resources, LLC, a Utah limited liability company (the "Seller"), Gary and Marsha Applegate and Richard Bjorn (collectively, the "Owners"), and Natural Stone Mfg Co., Inc., an Arizona corporation (the "Buyer"). Capitalized terms not otherwise defined in this Agreement have the meanings set forth in Article 9.

### RECITALS:

The Seller is in the business of purchasing, packaging, marketing and selling bagged rock and other landscape products (the "Business"). The Buyer wishes to purchase from the Seller, and the Seller wishes to sell, assign, and transfer to the Buyer, certain of the assets and properties that the Seller uses in connection with the Business.

### AGREEMENTS:

For valuable consideration, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

#### Article 1 PURCHASE OF ASSETS

##### 1.1 Acquired Assets.

1.1.1 At the Closing the Seller shall sell, transfer, assign, and deliver to the Buyer, and the Buyer shall purchase from the Seller, all of the Seller's interest in the real, personal, and mixed assets, both tangible and intangible, described in this section, including, without limitation those items shown on Schedule 1.1.1, but excluding the Excluded Assets (collectively, the "Acquired Assets"). The Acquired Assets are the following:

(a) all Seller contracts with "Box Store" customers and other wholesale purchasers of bagged rock product ("Bagged Rock Customer Contracts"), including without limitation Home Depot, Lowe's, Waupaca and Miller, and all associated goodwill; the supply contracts ("Supplier Contracts") with suppliers of rock products and other landscape products ("Landscape Products") shown on Schedule 1.1.1; all contracts with maintenance firms; equipment leases as shown on Schedule 1.1.1; and all associated goodwill (collectively, the "Acquired Contracts");

(b) all finished rock products (bagged or unbagged), work in progress, supplies (including bags and bag material), and such other finished goods, parts, and other inventories (in both Tooele, Utah and Milford, Utah), and bulk materials (as currently located at the bagging facility in Milford, Utah) as Buyer shall elect to include in the sale (collectively, the "Inventory");

(c) the Intellectual Property owned by the Seller and used in connection with the Business including all trade names, proprietary product names, service

marks, logos, trademarks, customer and supplier lists, pricing and cost information, business and marketing plans or proposals and the goodwill associated with the Business shown on Schedule 1.1.1 (the “Acquired Intellectual Property”);

(d) the items of tangible property owned by the Seller and the Seller’s interest in the items of tangible personal property leased by the Seller and, in either case, used in connection with the Business (“Tangible Personal Property”), shown on Schedule 1.1.1;

(e) the real property leasehold interests, including leasehold interests in any buildings, structures, fixtures, appurtenances, and other improvements thereon, held by the Seller pursuant to a lease for a portion of the premises at 1145 N. Hwy 257, Milford, Utah 84751 as set forth in section 6.1(f)(iii) (the “Leased Real Property”) including any new lease with lease with CMI, LLC as set forth in section 6.1(f)(iii), (those leases, the “Real Property Leases”);

(f) the books and records of the Seller solely relating to the Business shown on Schedule 1.1.1, and the goodwill solely associated with the Business.

1.1.2 The Seller shall transfer the Acquired Assets to the Buyer free and clear of all Liens, except as agreed to by Buyer (such liens, “Permitted Liens”) unless this Agreement specifies otherwise.

1.2 Listed Excluded Assets. The Seller will not transfer, and the Buyer will not purchase, the assets, if any, listed on Schedule 1.2 (the “Excluded Assets”).

1.3 Assumed Liabilities. At the Closing, the Buyer shall assume only the following liabilities (collectively, the “Assumed Liabilities”):

(a) the liabilities, if any, of Seller listed on Schedule 1.3 and not to exceed \$5,000;

(b) all Liabilities relating to the Acquired Assets, including without limitation Liabilities under the Acquired Contracts, that accrue before the Closing Date but which are not due for payment until after the Closing Date and which the parties agree to take into account in computing or adjusting the Purchase Price; and

(c) other accounts payable incurred in the ordinary course of business as of the Closing Date as listed on Schedule 1.3.

Buyer acknowledges responsibility for any property taxes relating to the Acquired Assets that accrue after the Closing and all Liabilities relating to the Acquired Assets that accrue after the Closing Date, including without limitation (1) all Liabilities under the Acquired Contracts, except Liabilities for any breaches by the Seller or the Owners of any of the Acquired Contracts that occurred before the Closing Date, and (2) all Liabilities under the Acquired Permits.

1.4 Excluded Liabilities. The Buyer is not required to assume any Liabilities of the Seller other than the Assumed Liabilities (all such other Liabilities are referred to as the “Excluded Liabilities”). Excluded Liabilities include without limitation the following.



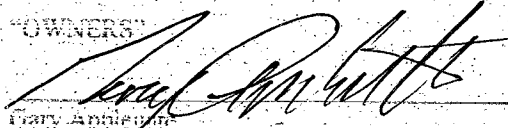
"REVISOR"  
Natural Stone City, Inc. (an Arizona corporation)

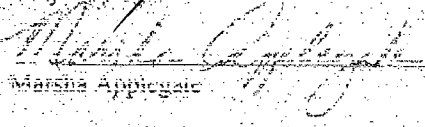
By:   
Name:  
Title:

"SELLER"  
Great American Resources, LLC, a Utah limited liability company

By:  
Name:  
Title:

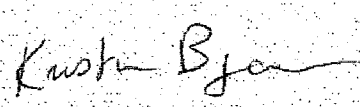
"OWNERS"

  
Tracy Applebaum

  
Marsha Applebaum

Richard Bjorn

THE UNDERSIGNED SPOUSES HAVE EXECUTED THIS AGREEMENT TO ACKNOWLEDGE THAT ALL OBLIGATIONS AND LIABILITIES UNDERTAKEN BY OWNERS UNDER THIS AGREEMENT ARE UNDERTAKEN ON BEHALF OF AND FOR THE BENEFIT OF THE MARITAL COMMUNITY OF ANY OWNERS WHO ARE MARRIED AND THAT ALL COMMUNITY PROPERTY OF THE UNDERSIGNED IS SUBJECT TO THIS AGREEMENT.



Kristin Bjorn, Spouse of Richard Bjorn

"BUYER"

Natural Stone Mfg Co., Inc., an Arizona corporation

By: \_\_\_\_\_

Name:

Title:

"SELLER"

Great American Resources, LLC, a Utah limited liability company

By: \_\_\_\_\_

Name:

Title:

"OWNERS"

\_\_\_\_\_  
Gary Applegate

\_\_\_\_\_  
Marsha Applegate

*Richard Bjorn*  
\_\_\_\_\_  
Richard Bjorn

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\_\_\_\_\_  
Kristin Bjorn, Spouse of Richard Bjorn

“BUYER”

Natural Stone Mfg Co., Inc., an Arizona corporation

By: \_\_\_\_\_

Name:

Title:

“SELLER”

Great American Resources, LLC, a Utah limited liability company

By: \_\_\_\_\_

Name:

Title:

“OWNERS”

\_\_\_\_\_  
Gary Applegate

*Marsha Applegate*  
\_\_\_\_\_  
Marsha Applegate

\_\_\_\_\_  
Richard Bjorn

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\_\_\_\_\_  
Kristin Bjorn, Spouse of Richard Bjorn