

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harker's Distribution, Inc.		08/31/2008	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seajay Employee Leasing, Inc.		
<b>Street Address:</b>	4620 Union Hill Road		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68516		
<b>Entity Type:</b>	CORPORATION: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1051980	HARKER'S	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(402)474-3059		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-474-3059		
Email:	jsebby@cornhusker.net		
Correspondent Name:	Jayne L. Sebby		
Address Line 1:	320 South 29th Street		
Address Line 4:	Lincoln, NEBRASKA 68510		
<b>NAME OF SUBMITTER:</b>	Jayne L. Sebby		
<b>Signature:</b>	/Jayne L. Sebby/		
<b>Date:</b>	02/24/2011		

Total Attachments: 10  
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**OP \$40.00 1051980**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of August 31, 2008 (the "Closing" or "Closing Date"), by and between Seajay Employee Leasing, Inc., a Nebraska corporation ("Buyer"), and Harker's Distribution, Inc., an Iowa corporation ("Seller").

### RECITALS

Seller proposes to sell and transfer and Buyer proposes to acquire certain assets owned by Seller. The parties desire to reduce their agreement to writing and make certain other agreements as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, and warranties herein contained, and upon the terms and conditions hereinafter set forth, the parties hereto agree as follows:

### TERMS

#### 1. Purchase of Assets.

1.1 Purchase of Specific Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller sells and transfers to Buyer and Buyer purchases and receives from Seller, for the price determined in accordance with this Section 1.1 (the "Purchase Price"), all of Seller's right, title, and interest to those assets listed on Exhibit A hereto (collectively, the "Mainstreet Assets"), and any and all other intangible assets necessary or useful in the operation and sale of the Mainstreet Assets. The Purchase Price shall be equal to \$19,000.00

1.2 No Assumption of Liabilities. Buyer is not assuming, and shall not be deemed to have assumed, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation, or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured, matured or unmatured, absolute or contingent, whether arising under contract, tort, or by statute of Seller of any kind or nature whatsoever (collectively, "Liability" or "Liabilities"). The Mainstreet Assets are transferred hereunder free and clear of all liens and encumbrances.

1.3 No Other Assets Purchased. Except for the Mainstreet Assets, Buyer shall not be entitled to receive as part of its purchase any other asset, right, or claim of Seller. All such other assets, rights, and claims shall be retained by Seller.

#### 2. Representations of Seller. Seller represents and warrants:

2.1 Corporate Approvals. Seller is a duly formed, validly existing Iowa corporation, with full power and authority to enter into this Agreement by and through the officer executing his name hereto, and any corporate approvals required have been obtained at or prior to the Closing, including but not limited to requisite approvals of the Board of Directors and shareholders of Seller.

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3. Representations of Buyer. Buyer represents and warrants the following:

3.1 Corporate Approvals. Buyer is a duly formed, validly existing Nebraska corporation, with full power and authority to enter into this Agreement by and through the officer executing his name hereto, and any corporate approvals required have been obtained at or prior to the Closing.

3.2 Authorization. All corporate action to the extent necessary has been duly taken to approve and authorize Buyer's execution and delivery of this Agreement, the purchase of the Mainstreet Assets, the performance of the transactions contemplated herein, and the execution of the documents required hereunder and incidental hereto.

3.3 Ability to Perform Agreement. Buyer possesses the unrestricted ability to consummate the transactions contemplated hereby.

3.4 Litigation. There is no action, suit, proceeding, demand, claim, assessment, judgment, litigation, lien, claim, or governmental investigation against Buyer or otherwise outstanding, or to the knowledge of Buyer, pending, or threatened relating to or affecting Buyer that (i) questions the validity or legality of the transactions contemplated hereby, (ii) seeks to enjoin the transactions contemplated hereby, or (iii) could reasonably be expected to result in damages on account of the consummation of the transactions contemplated hereby.

4. The Closing.

4.1 Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer, a duly executed Bill of Sale for the Mainstreet Assets in substantially the form attached as Exhibit B.

4.2 Deliveries by Buyer. At the Closing, Buyer shall deliver the Purchase Price.

5. Survival of Representations, Warranties, and Covenants; Indemnification.

5.1 Survival of Representations, Warranties, and Covenants. All representations, warranties, and agreements made by Buyer and Seller, respectively, in this Agreement or pursuant hereto, shall survive the Closing.

5.2 Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents, and affiliates from and against any and all claims, causes of action, suits, judgments, taxes, losses, damages, deficiencies, obligations, costs, and expenses (including, without limitation, interest, penalties, and reasonable fees and costs of attorneys and other experts) (collectively, "Claims") arising out of or otherwise in respect of (i) any misrepresentation, inaccuracy in, or breach of any representation, warranty, covenant, or agreement of Seller contained in this Agreement or any contract executed in connection herewith; and (ii) any Liability of Seller whatsoever, whenever accrued, whether arising from or relating to acts or omissions occurring before or after the Closing.

3. Representations of Buyer. Buyer represents and warrants the following:

3.1 Corporate Approvals. Buyer is a duly formed, validly existing Nebraska corporation, with full power and authority to enter into this Agreement by and through the officer executing his name hereto, and any corporate approvals required have been obtained at or prior to the Closing.

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5.2 Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents, and affiliates from and against any and all claims, causes of action, suits, judgments, taxes, losses, damages, deficiencies, obligations, costs, and expenses (including, without limitation, interest, penalties, and reasonable fees and costs of attorneys and other experts) (collectively, "Claims") arising out of or otherwise in respect of (i) any misrepresentation, inaccuracy in, or breach of any representation, warranty, covenant, or agreement of Seller contained in this Agreement or any contract executed in connection herewith; and (ii) any Liability of Seller whatsoever, whenever accrued, whether arising from or relating to acts or omissions occurring before or after the Closing.

herein shall be effective unless evidenced by a written instrument duly executed by the party to be charged therewith.

6.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives, and permitted assigns. This Agreement may not be assigned by any party without the prior written consent of the other party.

6.6 Attorneys' Fees. In any dispute regarding the enforcement and/or breach of this Agreement, the prevailing party shall be entitled to recover all costs and fees, including attorneys' fees, incurred by such prevailing party in enforcing, and/or recovering damages for the breach of, the terms of this Agreement.

6.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

6.8 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

6.9 No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreements or provisions contained herein or contemplated hereby.

6.10 Headings. Paragraph headings herein are for convenience only and shall not affect the interpretation of any provision.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

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Signature Page Follows  
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Signature Page to the Asset Purchase Agreement  
Between Seajay Employee Leasing, Inc. and  
Harker's Distribution, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day,  
month, and year first written above.

Seajay Employee Leasing, Inc.,  
a Nebraska corporation

Harker's Distribution, Inc.,  
an Iowa corporation

By: 

John ("Jim") V. Harker  
President

By: 

John ("Jim") V. Harker  
Chairman and Chief Executive Office

TRADEMARK

REEL: 004486 FRAME: 0316



Index of Exhibits

Exhibit A            Mainstreet Assets

Exhibit B            Bill of Sale

EXHIBIT A

1. All trade names associated with any of Selier's Mainstreet brand assets
2. All recipes of any Mainstreet brand products
3. All logos associated with the Mainstreet brand
4. All intellectual property associated with the Mainstreet brand
5. All other rights associated with any Mainstreet brand products
6. The inventory listed in the attached Schedule A-1

## EXHIBIT B

### BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT is dated August 31, 2008 (this "Bill of Sale") by Harker's Distribution, Inc., an Iowa corporation ("Seller") in favor of Seajay Employee Leasing, Inc., a Nebraska corporation ("Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 31, 2008 (the "Purchase Agreement") between the Purchaser and the Seller, the Seller is concurrently herewith selling, assigning, transferring, conveying and delivering to the Purchaser the Mainstreet Assets (as defined in the Agreement); and

WHEREAS, the execution and delivery of this Bill of Sale is part of the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, pursuant to the terms of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser, its successors and assigns, each and all of the Mainstreet Assets, intending hereby to convey all of the right, title and interest of the Seller therein.
2. The Seller hereby covenants and agrees to and with the Purchaser, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, the Purchaser, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, limited powers of attorney and assurances that may be reasonably requested by the Purchaser for the better selling, assigning, transferring, conveying and delivering to the Purchaser, its successors and assigns, any or all of the Mainstreet Assets.
3. Notwithstanding anything herein to the contrary, this Bill of Sale shall not constitute an assignment of any license, certificate, approval, authorization, agreement, contract, lease, easement or other commitment included in the Mainstreet Assets if an attempted assignment thereof without the consent of a third party thereto would constitute a breach thereof and such third party consent has not been obtained.
4. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the date first set forth above.

**HARKER'S DISTRIBUTION, INC.**

By: 

Name: John ("Jim") V. Harker

Title: 