

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

C.S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):
Stock Purchase Agreement 12-22-05
Execution Date(s) Certificate of Amendment 03-03-06

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Classic Ink, Inc.
 Internal Address: _____
 Street Address: 2485 Merritt Drive
 City: Garland
 State: Texas
 Country: USA Zip: 75041

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

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)

2,959,828

Additional sheet(s) attached? Yes No

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

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

Name: D. Scott Hemingway
 Internal Address: Hemingway & Hansen, LLP
 Street Address: 1717 Main Street, Suite 2500
 City: Dallas
 State: Texas Zip: 75201
 Phone Number: (214) 292-8301
 Fax Number: (214) 739-5209
 Email Address: shemingway@hewlaw.org

6. Total number of applications and registrations involved: 1

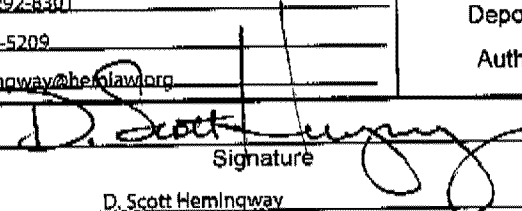
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501-270
 Authorized User Name D. Scott Hemingway

9. Signature:



Signature

5-24-2011
Date

D. Scott Hemingway
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 501270 295982

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

Classic Ink, Inc.
800015258

[formerly: C.S. Anderson Enterprises, Incorporated]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 03/03/2006
Effective: 03/03/2006



Handwritten signature of Roger Williams in black ink.

Roger Williams
Secretary of State

Form 404
(revised 9/05)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$150



Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

FILED
IN THE OFFICE OF THE
Secretary of State of Texas

MAR 03 2008

Corporations Section

Article 1 - Name

The name of the corporation is as set forth below:

G. S. Anderson Enterprises, Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800015258

Article 2 - Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

Glasco Ink, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 - Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix
Adam		Walterscheid	

Registered Office of the Corporation (Cannot be a P.O. Box)

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
11550 Plano Road Suite 306	Dallas	TX	75243

24/27/2005 15:01 81 52835

ROSS T FOSTER C

PAGE 04/21

22/27/2005 17:21 2143417552

PONY EXPRESS PRINTING

PAGE 23/23

02/27/2005 15:46 81746 336

ROSS T FOSTER P

PAGE 03/03

Article 4 - Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions in this form for further information on format.

Text Area (The numbered attachment, if any, is incorporated herein by reference.)

[Empty rectangular box for text area]

Article 5 - Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.


Effectiveness of Filing

- A. This document will become effective when the document is filed by the secretary of state.
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

2/27/06
Date



Signature of Authorized Officer

Print Reset

Amy Kasper

From: Carolyn Prince [CPrince@sos.state.tx.us]
 Sent: Monday, February 23, 2009 9:18 AM
 To: Amy Kasper
 Subject: RE: Request for Corporate Records

Dear Madam,

Filing Number: 800015258 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: September 27, 2001 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 17108817341 **FEIN:**
Duration: Perpetual
Name: **Classic Ink, Inc.**
Address: 11550 PLANO ROAD SUITE 309
 DALLAS, TX 75243-5250 USA

REGISTERED AGENT

Name	Address	Inactive Date
Adam Walterscheid	11550 Plano Road, Suite 306 Dallas, TX 75243 USA	

MANAGEMENT

Last Update	Name	Title	Address
July 21, 2007	JEFF HENDERSON	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	VICE PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	TREASURER	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX

2/23/2009

TRADEMARK
REEL: 004548 FRAME: 0867

75243 USA
 July 21, ADAM SECRETARY 11550 PLANO
 2007 WALTERSCHEID RD STE 309
 DALLAS, TX
 75243 USA

ASSUMED NAMES

Assumed Name	Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
Classic Sports Logos	May 2, 2005	May 4, 2015		Active	All Counties

Sincerely,

*Carolyn Prince
 Corporations Section
 (512) 463-5555*

From: Amy Kasper [mailto:amykasper@hemlaw.org]
Sent: Friday, February 20, 2009 4:57 PM
To: Corporations Information
Cc: shemingway@hemlaw.org; Amykasper@hemlaw.org
Subject: Request for Corporate Records

Dear Secretary of State,

Please provide us with a copy of all search result records of Corporate Registrations relating to C.S. Anderson Enterprises, Inc.

Thank you in advance for your assistance in this matter.

Amy Kasper,
 Assistant to D. Scott Hemingway
 Hemingway & Hansen, LLP
 Comerica Bank Tower, Suite 2500
 1717 Main Street
 Dallas, Texas 75201
 (214) 292-8300
 (214) 739-5209 (fax)
amykasper@hemlaw.org

The information contained in this E-mail message is privileged, confidential, and may be protected from disclosure; please be aware that any other use, printing, copying, disclosure or dissemination of this communication may be subject to legal restriction or sanction. If you think that you have received this E-mail message in error, please reply to the sender.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this the 22nd day of December

20____, by and between CHRISTIAN ANDERSON, (hereinafter "Anderson"), MARK SCOTT, (hereinafter "Scott"), (Anderson and Scott being sometimes herein collectively referred to as "Sellers,") JEFF HENDERSON, (hereinafter "Henderson"), and ADAM WALTERSCHEID, (hereinafter "Walterscheid"), (Henderson and Walterscheid hereinafter being sometimes collectively referred to as "Purchasers.")

WHEREAS, Anderson is the owner and holder of Share Certificate No. 1 of C.S. Anderson Enterprises, Inc., (hereinafter the "Corporation"), which represents 1,000 shares of the common stock of the Corporation; and

WHEREAS, Scott is the owner and holder of Share Certificate No. 2 of the Corporation which represents 500 shares of the common stock of the Corporation; and

WHEREAS, Share Certificates Nos. 1 and 2 representing 1,500 shares of the common stock of the Corporation constitute all of the issued and outstanding shares of the common stock of the Corporation; and

WHEREAS, Henderson and Walterscheid each desire to purchase one-half (1/2) of all of the outstanding shares of the common stock of the Corporation; and

WHEREAS, the Sellers desire to sell to Purchasers all of the outstanding shares of the common stock of the Corporation pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and respective representations, warranties, covenants, agreements and conditions hereinafter set forth, the parties hereby agree as follows:

STOCK PURCHASE AGREEMENT - PAGE 1

C:\Documents and Settings\Debi\My Documents\Forms\Anderson Pony XPress TWO\STOCK PURCHASE AGREEMENT(0na)2.wpd

Purchase and Sale of Shares

1.1 Subject to the conditions and terms of this Agreement, the Sellers hereby agree to sell and deliver to the Purchasers at closing all of the issued and outstanding shares of the Corporation.

1.2 The outstanding common stock of the Corporation delivered by Sellers to Purchasers shall be divided between Purchasers, one-half (½) to Henderson and one-half (½) to Walterscheid.

Consideration

2.1 For and in return for the transfer by the Sellers to the Purchasers, the Purchasers agree to pay to Sellers a purchase price per share of one (1¢) cent, for a total consideration of \$15.00.

2.2 Henderson shall pay one-half (½) of the purchase price and Walterscheid shall pay one-half (½) of the purchase price. At closing, the total purchase price shall be allocated to the Sellers in accordance with their share ownership.

Closing

3.1 The closing shall take place at the offices of Pony XPress Printing, Inc., 9450 Skillman Avenue, Suite 104, Dallas, Texas, 75243, on 22nd of December, 2005, or on such other date to which the parties hereto shall agree. All of the deliveries and transactions occurring at closing shall be deemed to have occurred simultaneously, and no one delivery or transaction shall be deemed to have occurred until all deliveries and transactions shall have occurred.

3.2 *Delivery by Sellers.* At or prior to closing, Sellers shall deliver to the

Purchasers the following:

- (a) Stock Certificates Nos. 1 and 2, representing 1,500 shares of the Corporation;
- (b) appropriate stock power satisfactory to the Purchasers in the form attached in Addendum 3.2 hereof sufficient to allow the transfer of Share Certificate No. 1 and No. 2 upon the corporate books in accordance with the provisions of this Agreement;
- (c) the resignations, effective immediately, of all current directors and officers of the Corporation, including Anderson, Scott and Carolyn Anderson;
- (d) a document canceling the Stock Purchase Agreement of C.S. Anderson Enterprises, Inc., dated May 6, 2005 between Anderson, Scott and the Corporation.

3.3 *Delivery by Purchasers.* At or prior to the closing, the Purchaser shall deliver to the Sellers the total purchase price.

Representations and Warranties of Sellers

Sellers hereby represent and warrant to Purchasers as follows:

4.1 *Due Incorporation:*

(a) The Corporation is duly incorporated, validly existing and in good standing under the laws of the State of Texas with all requisite corporate power and authority to own, lease and operate as properties and to carry on its business.

(b) True, correct, and complete copies of the Articles of Incorporation, Bylaws and all amendments thereto of the Corporation, and true and correct copies of all minute books of all meetings and resolutions of the Board of Directors and all committees thereof, and all minute books of meetings and resolutions of the Shareholders of the Corporation have been

provided to or made available for inspection by the Purchasers:

4.2 *Due Authorization.* The Sellers have full power and authority to enter into this Agreement and to carry out the transactions contemplated herein, and this Agreement has been duly and validly executed and delivered by the Sellers and constitutes a legal and valid, binding obligation of the Sellers, enforceable against Sellers in accordance with its terms. The execution, delivery and performance of this Agreement in consummation of the transactions contemplated by this Agreement will not; (i) violate any decree or order or judgment of any court or governmental authority; (ii) violate any law or regulation or rule promulgated under any law; (iii) violate or conflict with, or result in a breach of, constitute a default or permit cancellation of any contract to which the Corporation or the Sellers are a party; (iv) permit the acceleration of the maturity of any indebtedness or other obligation of Sellers, or the Corporation; or (v) violate or conflict with any provision of the Articles of Incorporation or By-Laws of the Corporation.

4.3 *Capitalization.*

(a) The duly authorized and issued capital stock of the Corporation consists entirely of 1,500 shares of common stock represented by Share Certificate Nos. 1 and 2, are validly issued and outstanding and owned beneficially and of record by Sellers. The shares being acquired by the Purchasers pursuant to this Agreement are validly issued, fully paid and nonassessible and free of pre-emptive rights.

(b) Except for the 1,500 shares represented by Share Certificate Nos. 1 and 2 and being transferred by Sellers to Purchasers pursuant to this Agreement, there are no shares or other securities of the Corporation issued or outstanding and no subscriptions, options, warrants, cause, rights, convertible securities or other agreements or commitments of any

character which obligate the Sellers or the Corporation to purchase, re-purchase, redeem, acquire, issue, transfer, dispose of, hold, vote or sell any shares or securities of the Corporation.

(c) The delivery of Share Certificate Nos. 1 and 2, and the other instruments delivered by Sellers to the Purchasers at closing and the entry of the name of the Purchasers as the holders of record of the shares transferred by Sellers to Purchasers in the stock register of the Corporation will be sufficient to vest in Purchasers full legal and beneficial ownership of and marketable title to all of the outstanding and issued shares of the common stock of the Corporation free of all encumbrances.

4.4 *No Adverse Change.* The business of the Corporation has been conducted in its ordinary course and there has not been (i) any material adverse change in the financial condition, financial statements, business, properties, assets or results of operations of the Corporation; (ii) any material loss or damage to any of the corporation assets which may or might materially affect or impair the ability of the Corporation to conduct its business; (iii) any sale or transfer of the Corporation of any assets, except items of inventory which have been sold in the ordinary course of business; (iv) any waiver by or on behalf of the Corporation of any right which has material value; or (v) any actual or threatened cancellation of a contract between the Corporation and any third party.

4.5 *Properties.* The Corporation has good and marketable title to and is the legal and beneficial owner of all of its assets used in its business, free and clear of all encumbrances.

4.6 *Litigation.* There are no actions, suits, or other litigation or proceedings or governmental investigations pending or threatened or affecting the Corporation or any of the respective officers, directors, employees or stockholders thereof in their capacity as such, or the

Corporation's assets; or relating to transactions contemplated by this Agreement, and to the best knowledge of Sellers, there are no facts or circumstances which may give rise to any of the foregoing.

4.7 *Accounts Receivable.* At closing date: (i) all accounts receivable of the Corporation will have arisen out of bona fide transactions in the ordinary course of business; (ii) no account receivable is subject to any claim for reduction, counterclaim, setoff, recoupment or other claim for credit, allowances or adjustments by the obligor thereof.

4.8 *Liabilities.* At closing date, the Corporation will have no liabilities or accounts payable.

4.9 *Consents.* No notice to, filing with, authorization of, exemption by, or consent of any person is required in order for the Sellers to consummate the transactions contemplated by this Agreement.

4.10 *Due Diligence Materials.* The Sellers have provided or caused the Corporation to provide or make available for the inspection by Purchasers or their representatives all material documents, lists, charges and other materials requested by Purchasers.

Conditions Precedent to the Obligations of Purchasers

The obligations of the Purchasers under this Agreement are, unless waived by Purchasers, subject to the satisfaction of the following conditions precedent on or before closing:

5.1 *Representations and Warranties True.* The representations and warranties of Sellers contained in this Agreement shall be true as of the closing date in all material respects.

5.2 *No Material Adverse Effect.* No event shall have occurred as of the closing date which, in the reasonable judgment of the Purchasers, may have a material adverse effect on

the Corporation's financial condition, business or its assets.

5.3 *No Injunctions.* There shall be as of the closing date, no effective injunction, writ, preliminary restraining order or other order of any nature issued by a court or governmental agency of competent jurisdiction directing that the transactions provided for herein or any of them may not be consummated as herein provided, and no proceeding or action shall have been commenced or threatened by any governmental or regulatory agency with respect to any of the transactions contemplated by this Agreement.

5.4 *Documentation.* The Purchasers shall have received documentation which in the Purchasers' sole discretion are sufficient to evidence the validity of the representation concerning the liabilities of the Corporation made by the Sellers in paragraph 4.8 above.

5.5 *Transfer of Domain Names.* As of the closing date, Christian Anderson shall have transferred to the Purchasers the following domain names: section219.com; classicssportslogos.com; classicssportslogo.com; oldlogo.com; and oldlogos.com. Said assignment shall be sufficient to effectively divest Christian Anderson of any right, interest or title in the aforesaid domain names and give to the Purchasers the right to control and utilize the aforesaid domain names.

Conditions Precedent to Obligations of Sellers

The obligations of the Sellers under this Agreement are, unless waived by Sellers, subject to the satisfaction of the following conditions precedent on or before the closing date.

6.1 *Royalty Agreement.* There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to the payment of royalties in accordance with the document attached in Addendum 6.1.

6.2 *Option Agreement.* There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to granting an option to Anderson to purchase shares of the Corporation in accordance with the provisions of the agreement attached in Addendum 6.2.

6.3 *Issuance of Additional Stock.* There shall be at closing date and signed an effective agreement between Scott and the Corporation pursuant to which Scott is obligated to purchase shares of the Corporation in accordance with the terms of the agreement and Addendum 6.3.

Change of Corporate Name

7. The Purchasers shall, within 30 days of the date of the closing of the transaction contemplated by this Agreement, change the name of the Corporation from "C.S. Anderson Enterprises, Inc.," to some other name acceptable to Purchasers. Any account maintained in the prior name of the Corporation shall promptly be changed to the new name of the Corporation.

Indemnities

8.1 *Indemnification by Sellers:*

(a) the Sellers agree to and shall indemnify Purchasers against, and agree to hold Purchasers harmless from any and all losses incurred or suffered by the Purchasers, (including costs and attorney's fees,) arising out of any breach of or any inaccuracy in any representation or warranty made by Sellers pursuant to this Agreement, and any breach of or failure by Sellers to perform any of their covenants or obligations in this Agreement.

(b) the Sellers agree to and shall indemnify the Corporation against, and hold the Corporation harmless from any and all claims and liabilities which arise from the date of

formation of the Corporation until the closing of the transaction contemplated by this Agreement, (including costs and attorney's fees), whether such claim and liabilities are known or unknown; including, without limitation, debts due attorney Hemingway or to Fluid.

8.2 *Indemnification by Purchasers.*

(a) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or suffered by the Sellers, (including costs or attorney's fees,) arising out of any breach of or failure by the Purchasers to perform any of their covenants or obligations in this Agreement.

(b) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or suffered by the Sellers (including costs or attorney's fees) arising out of any claim relating to the operation of the Corporation after the closing of the transaction contemplated by this Agreement; including, without limitation, debts due attorney Hemingway or to Fluid.

Covenant Not to Compete

9.1 Christian Anderson shall not, for a period of twenty-four (24) months within the State of Texas, directly or indirectly, either as employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity solicit, sell, deal in, manufacture or wholesale any goods, including, without limitation, t-shirts or graphic design for t-shirts, which were dealt in, manufactured, or wholesaled by the Corporation during the time period Christian Anderson was a shareholder of the Corporation.

9.2 The Sellers and Christian Anderson hereby agree that the covenant contained

in the preceding paragraph is important, material, and gravely affects the ability of the Purchasers to successfully conduct the business they are purchasing from the Sellers and the goodwill of the Company. The parties further agree that any breach of the terms of the covenant not to compete is a material breach of this Agreement, from which Christian Anderson may be enjoined. The Purchasers and Christian Anderson agree that because the injury that the Purchasers would sustain as a result of the breach of the covenant not to compete by Christian Anderson would not be readily ascertainable and would not be easily susceptible of proof, damages would not be an adequate remedy at law for the breach of said covenant not to compete.

9.3 It is the intention of the parties to this Agreement that the Corporation, in addition to the Purchasers, shall be a beneficiary of the covenants contained in 9.1 and 9.2 of this Agreement. The Corporation shall have the right to enforce the covenant not to compete contained in this Agreement as a third party beneficiary of this Agreement.

Miscellaneous Provisions

10.1 This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective heirs, successors and assigns and not for the benefit of any third-party and may not be assigned in whole or part without the written consent of the Parties.

10.2 This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. No act, delay, omission, course of dealing between the Parties will be a waiver of any of the Parties' rights or remedies under this Agreement. Any waiver by the Parties of any right, remedy or requirement under the terms hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.

10.3 This Agreement shall be governed by and be in accordance with the laws of the State of Texas.

10.4 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision have never been contained herein.

10.5 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original.

EXECUTED on the date first above written.

SELLERS



Christian Anderson

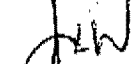


Mark Scott

PURCHASERS



Jeff Henderson



Adam Walterscheid