

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
TSHS, LLC		08/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mr. George Saxby		
Street Address:	413 W 119th St		
City:	Jenks		
State/Country:	OKLAHOMA		
Postal Code:	74037		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2999073	MYSTERA	
CORRESPONDENCE DATA			
Fax Number:	(918)518-5328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	918 299-1011		
Email:	gsaxby@sfgroup.com		
Correspondent Name:	George Saxby		
Address Line 1:	413W 119th St		
Address Line 4:	Jenks, OKLAHOMA 74037		
NAME OF SUBMITTER:	George Saxby		
Signature:	/George Saxby/		
Date:	09/06/2011		
Total Attachments: 3 source=IP SALES AGREEMENT#page1.tif source=IP SALES AGREEMENT#page2.tif source=IP SALES AGREEMENT#page3.tif			

OP \$40.00 2999073

MYSTERIA INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (the "Agreement"), between Silverman Consulting, Inc. solely in its capacity as Trustee-Assignee of the assets and liabilities of TSHS, LLC ("Silverman" and/or "Seller"), George Saxby ("Saxby" and/or "Buyer") and PNC Bank, Assignee of TSHS, LLC ("PNC" and/or "Secured Party") is effective as of the date of execution by the last party of this agreement to execute.

Whereas, TSHS, LLC ("TSHS") was the manufacturer of solid surface products and a fabricator of natural granite and quartz products, including those known as Mysteria® (the "Mysteria Products"); and

Whereas, Saxby previously served as President of TSHS and is familiar with its assets and business operations; and

Whereas TSHS has previously granted PNC an assignment and a security interest in assets of TSHS, LLC including the intellectual property which is part and parcel of the assets described below to be conveyed to Saxby; and

Whereas PNC has filed that assignment and security interest in the subject Intellectual property with the United States Patent and Trademark Office; and

Whereas on March 16, 2011, TSHS, as assignor, assigned all of its assets and liabilities to Silverman, as Trustee-Assignee, pursuant to that certain Trust Agreement and Assignment for the Benefit of Creditors of TSHS, LLC; and

Wherefore, Silverman and PNC agrees to sell and assign and Saxby agrees to purchase and accept all of TSHS and Seller's right title and interest in certain intellectual property on the terms and conditions set forth below, and further, and as an essential consideration hereto, PNC agrees to release and terminate its security interest in said intellectual property in each and every jurisdiction it has or might file and perfect said assignment and security interest in the subject intellectual property:

1. Assets to be Sold: Seller and PNC agrees to sell and assign to Buyer and Buyer agrees to buy and accept from Seller and PNC and further Secured Party agrees to release and terminate its secured interest :
 - a. All of TSHS and Seller's respective rights in the Mysteria® trademark, registration number 2999073, including any corresponding logos, and in and to any renewals and extensions that may be granted thereon (collectively , the "Mysteria Trademark"), along with the goodwill developed through the use of the Mysteria Trademark.

b. All of TSHS and Seller's respective rights in all other intellectual property associated with the sale or manufacture of Mysteria Products, including, but not limited to, the formula for such (together with the Mysteria Trademark).
[Which is collectively, the "Mysteria IP"]

2. Purchase Price: Buyer agrees to pay \$6,500.00 for the Mysteria IP,
3. Higher and Better Offers: The Parties hereto agree that Seller has sought higher and better offers for the Mysteria IP through an auction or other competitive sales process and that the above purchase price was the highest and best offer reasonably obtainable for the Mysteria IP.
4. No Other Obligations: Other than the rights and obligations set forth in this Agreement, Buyer, Seller as Trustee—Assignee of TSHS, TSHS, and PNC shall have no further obligations or duties to each other with respect to the Mysteria IP. To the extent that any prior agreements between the parties or between Buyer and TSHS create or could be interpreted to create an obligation or right, any such obligations or rights are hereby waived and discharged.
5. Documentation of Transfer of Ownership of Marks: Buyer shall be responsible for the assignment of the Mysteria Trademark. Seller's attorney will hold such executed documentation in escrow, to be released upon Seller's receipt of the purchase price.
6. No Other Agreements: The parties agree that this Agreement is the sole contract to govern all rights of Buyer, Seller and TSHS and PNC. This Agreement is the final agreement of the parties hereto and all prior writings or oral statements made in negotiating this contract which may be found to be inconsistent with or not included within the express provisions of this written agreement do not survive the execution of this Agreement and are not a part hereof.
7. Status of Silverman Consulting, Inc.: All parties acknowledge that Silverman Consulting, Inc., as Seller, is acting solely in its capacity as Trustee-Assignee of TSHS, LLC and is not acting in any individual capacity. To the extent that that Buyer or its assignees or PNC or its assignees have any claims or causes of action arising out of this Agreement, each such party agrees that such claims or causes of action may not be asserted directly or indirectly against Silverman Consulting, Inc. in its individual capacity and any such claims or causes of action may only be asserted against the Trust for which Silverman Consulting, Inc. serves as Trustee-Assignee. This provision shall be binding upon the assigns of Buyer and PNC.

BUYER:

George Saxby

By: 

Dated this 28 day of June, 2011

SELLER:

Silverman Consulting, Inc., solely in its capacity as Trustee-Assignee for the benefit of Creditors of TSHS, LLC

By: 
Assignee

Dated this 30 day of August, 2011

SECURED PARTY:

PNC Bank

By:  _____

Its Vice President

Dated this 26th day of August, 2011