

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victoria Starr		10/19/2011	INDIVIDUAL: UNITED STATES
Starr Map Company, LLC		10/19/2011	LIMITED LIABILITY COMPANY: WASHINGTON
Discovery Map International, LLC		10/19/2011	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Resort Maps Franchise, Inc.
Street Address:	5197 Main Street
Internal Address:	Suite 8
City:	Waitsfield
State/Country:	VERMONT
Postal Code:	05673
Entity Type:	CORPORATION: VERMONT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3234851	DESTINATION MAPS & GUIDES
Registration Number:	4024395	DISCOVERY MAPS AND GUIDES
Registration Number:	3888532	DISCOVERY MAP
Serial Number:	76592332	DISCOVERY MAPS & GUIDES
Registration Number:	2308880	DISCOVERY MAP

CORRESPONDENCE DATA

Fax Number: (203)782-9081
 Phone: 2037829076
 Email: allan@franchiselawsource.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$140.00 3234851

Correspondent Name: Allan P. Hillman, Esq.
Address Line 1: 2911 Dixwell Avenue
Address Line 2: Suite 203
Address Line 4: Hamden, CONNECTICUT 06518

NAME OF SUBMITTER: Allan P. Hillman, Esq.

Signature: /APH/

Date: 10/27/2011

Total Attachments: 20

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**Resort Maps Franchising, Inc. from Starr Map Company, LLC and
Discovery Map International, LLC Asset Purchase Agreement**

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into effective this 3rd day of October, 2011 (the "Agreement Date"), by and among (i) Resort Maps Franchise, Inc., a Vermont corporation ("RMFI" and also referred to as "Buyer"); (ii) Starr Map Company, LLC, a Washington limited liability company ("SMC" and also referred to as "Seller"); Discovery Map International, LLC, a Washington limited liability company (Starr Map Company, LLC and Discovery Map International, LLC are hereafter collectively referred to as the "Seller"); (iii) Victoria Starr, a resident of Brinnon, Washington ("Shareholder"); and (iv) Peter Hans, a resident of Waitsfield, Vermont ("Guarantor").

RECITALS:

A. RMFI is engaged in the business of operating and franchising an alternative advertising media business which publishes tourist and visitor information maps including space advertising purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in resort communities, and its concept and system are known as "RMFI."

B. The Seller is similarly engaged in the business of operating and franchising and also licensing an alternative advertising media business which publishes tourist and visitor information maps and guides including space advertising purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in resort communities, and its concept and system are known as "Discovery Maps."

C. The Seller presently operates a total of two local tourist and visitor information advertising map operations (the "Company Maps") and the Seller has licensed or franchised

other local tourist and visitor information advertising map operations (the "Licensed Maps") known as Discovery Maps® and Destination Maps & Guides®.

D. RMFI desires to purchase and acquire from the Seller, and the Seller desires to sell and convey to RMFI, all of its assets used in connection with the operation of each of the Company Maps and Licensed Maps and in connection with the operation of its business of licensing and providing goods and services to the Licensed Maps, including its intellectual property, including trade names, trademarks, service marks, patents and trade secrets and including all of its right title and interest in all of its license agreements, dealer agreements and franchise agreements relating to the Licensed Maps.

E. Shareholder desires to enter into this Agreement and to make certain representations, warranties, covenants and agreements set forth herein to induce the Buyer to enter into and perform its obligations arising hereunder.

F. Guarantor desires to enter into this Agreement and to make certain representations, warranties, covenants and agreements set forth herein to induce the Seller to enter into and perform its obligations arising hereunder.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. Purchase and Sale of Assets.

1.1 Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, transfer, convey, assign and deliver to RMFI, and RMFI shall purchase and acquire from Seller, free and clear of all liens, pledges, mortgages, charges and encumbrances of any nature whatsoever except those specifically assumed by RMFI pursuant to

this Agreement, at the Closing on the Closing Date, all of Seller's right, title and interest in and to the following assets, exclusive of the assets identified in *Section 1.2* (collectively the "Acquired Assets"):

a. all of the assets used in the operation of the Seller's business, which the Seller represents are all listed in Schedule 1.1(a) attached hereto, and including all of the supplies and inventory associated with each of the Seller's Maps whether or not shown on Schedule 1.1 (a);

b. all of the signs and graphic or printed material owned by the Seller that have imprinted thereon any of the Seller's trade names trademarks or service marks;

c. all of the Seller's inventories of maps and marketing materials of any kind and other supplies as of the Effective Time (as such term as defined in *Section 5*) wherever located and whether or not shown on Schedule 1.1 (a) ("Inventory");

d. all of the office furnishings, furniture and equipment located at the Seller's corporate office at 106 South First Street, Suite 2A, La Conner, Washington, 98257 whether or not shown Schedule 1.1(a);

e. Reserved.

f. all of Seller's right, title and interest under, in and to all permits licenses, authorizations and similar rights granted to or held by the Seller, which are necessary for or related to its business to the extent that they are transferable including those which are listed on Schedule 1.1 (f);

g. all other intangible assets and goodwill owned or used by Seller which are necessary or related to the operation of the Company Maps or Licensed Maps including but not limited to all trademarks, trade names, patents, service marks, software programs and computer code (including programs known as MapApp™, MapPerks™ and AdWizard™), all URLs (including

mappерks.com and discoverymap.com), web addresses, websites and webpages, accounts, pages and all other rights of access to and presence on social network sites and systems, and all files associated with the creation, production, maintenance, publication, dissemination and distribution of maps and other intellectual property owned by Seller of every and any kind (the "Intangibles"), all of which Intangibles the Seller represents are set forth on *Schedule 1.1(g)* attached hereto;

h. all of the Seller's cash, cash equivalents and accounts receivable as of the Closing;

i. all of the Seller's assumable prepaid expenses, credit memos and deposits arising under and associated with the Assumed Contracts or any trade arrangements the Seller has engaged in;

j. all records of every kind and type related to the Acquired Assets and Seller's operations, its operations manual, and other records and publications of its methods, procedures and standards and all other records and documents used in connection with the operation of the Company Maps and Licensed Maps (provided that Seller may keep copies necessary to prepare its tax return and to monitor performance of the parties under this Agreement and related agreements);

k. all right, title and interest of Seller in and to the contracts listed on *Schedule 1.1(k)* attached hereto (the "Assumed Contracts") provided that the Seller's license agreement with its Puerto Rico dealer will only be an Assumed Contract and will only be assumed by the Buyer if the Buyer and Seller have, prior to the Closing, reached an agreement satisfactory to the Buyer and its counsel resolving any conflict between the Buyer's Puerto Rico franchisee's rights and the rights of the Seller's Puerto Rico dealer ; and

1.2 Excluded Assets. The following assets of Sellers are specifically excluded

from the Acquired Assets and are not to be purchased and sold under this Agreement:

The minute books, stock books and corporate seal of the Seller; the accounting, legal and tax records of the Seller, business records of the Seller not related to the Acquired Assets or the operation of the Company Maps or Licensed Maps. Buyer shall have the right, at its expense, to copy such portion of the foregoing records not protected by the attorney-client privilege as are reasonably necessary to coordinate the continuing operations of the Seller's business.

1.3 Puerto Rico Contracts. If the Seller's license agreement with its Puerto Rico dealer is not assumed by the Buyer at Closing because of an unresolved conflict between that dealer's rights and the rights of the Buyer's Puerto Rico franchisee, then the Buyer agrees that it will provide services to the Seller including map layout, printing and shipping and hosting a page for the Puerto Rico dealer on the discoverymap.com website to allow the Seller to continue to support its Puerto Rico dealer. Buyer's charges to Seller for these services will be comparable to similar services provided to its franchisees generally.

There will be no adjustment to the Purchase Price hereunder if the license agreement with the Seller's Puerto Rico dealer is not assigned and assumed hereunder except insofar as the Purchase Price may be impacted by the exclusion of the Puerto Rico arrangement from the calculation of the Seller's Working Capital under section 6.17 of this Agreement.

Further, if the conflict between the rights of the Seller's Puerto Rico dealer and the rights of the Buyer's Puerto Rico franchisee is resolved to the satisfaction of the Buyer after the Closing but during the remaining term of the license agreement with the Seller's Puerto Rico dealer, then Seller shall assign and Buyer shall assume that agreement.

Retention by the Seller of the Puerto Rico dealer agreement and supporting the dealer in accordance with this section shall not be a violation of any noncompetition obligation of the

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shown on the Financial Statements reflect the normal inventory valuation policy of the Seller.

6.8 Intellectual Property. The Seller has good title and right to use of all its trade names and trademarks or service marks, listed on *Schedule 6.8* hereto, and neither the Seller nor the Shareholder have notice of any claim concerning a violation of or infringement upon the rights of any third party arising out of or resulting from the use of any trade names, trademarks, service marks, copyrights, patents or trade secrets, except the concurrent use agreement that allows another company to use the Discovery Map trademark in the State of Washington.

Further, neither the Seller nor the Shareholder has notice of any infringement by others of its rights to each such item intellectual property.

6.9 Insurance. The Seller has historically and consistently maintained comprehensive commercial general liability insurance covering all of its business and operations and does not have or maintain any self-insurance programs. Neither the Seller nor the Shareholder have received any oral or written notice from any insurance carrier that (a) insurance coverage will be cancelled in whole or in part, or (b) that the premiums or premium rates or any insurance policy will be increased.

6.10 Indebtedness to or from Related Parties. Except as shown on Schedule 6.10, there is no indebtedness owed by the Seller to the Shareholder and no indebtedness owed by the Shareholder to the Seller.

6.11 Franchise, License and Dealer Agreements. Except as set forth on *Schedule 6.11*, all agreements of every kind that the Seller or any affiliate of the Seller have ever entered into granting any person or entity any right to use any of its trade names, trademarks, service marks, trade secrets, copyrights, patents, methods, techniques, standards or any other intellectual property are listed on Schedule 1.1 (k).

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each agree that they will not during the period commencing on the date of this Agreement and ending on January 1, 2012 negotiate, discuss, or otherwise communicate with any other potential purchaser of any of the Seller's assets or business or any equity interest in the Seller.

12. Notice. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or mailed by certified or registered mail with postage prepaid, and shall be effective and be deemed to have been given as of the date so delivered or mailed.

(a) If to Buyers:

Mr. Peter Hans
President
Resort Maps Franchise, Inc.
5197 Main Street, Suite 8
Waitsfield, VT 05673

With a copy to:

Scott C. Kern, Esquire
Kern & Hillman, LLC
2911 Dixwell Avenue, Suite 203
Hamden, CT 06518

(b) If to the Seller:

Ms. Victoria Starr
President
Starr Map Company, Inc.
918 4th Street
La Conner, WA 98221-1500

Ms. Victoria Starr
President
Discovery Map International, LLC
918 4th Street
La Conner, WA 98221-1500

(c) If to the Shareholder

Ms. Victoria Starr
81 Canal Lane
Brinnon, WA 98320

Any person entitled to notice hereunder may designate another person or another address at which notices are to be sent by giving notice as provided herein.

13. Miscellaneous Provisions.

13.1 Entire Agreement. As used herein, the term "Agreement" shall mean this Asset Purchase, the exhibits and schedules attached hereto or delivered in connection herewith. This Agreement (and other agreements specifically contemplated by it) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior, written and contemporaneous oral agreements, representations, and understandings of the parties, relating to that subject matter.

13.2 Waiver and Amendment. No supplement, modification, waiver or amendment to this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement is being sought. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

14. Confidentiality. Neither RMFI, the Seller nor Shareholder nor any of their respective shareholders or affiliates, nor any of their respective officers, employees, agents or representatives shall: (a) make any press release or any published statement concerning the transactions contemplated herein without the prior written consent of the Buyer and the Seller; or (b) disclose the terms or existence of this Agreement to any person or entity (including the

licensees, dealers and franchisees of the Seller), other than to their respective attorneys and other representatives, and to those parties such as bankers and lessors with whom they must communicate in order to consummate the proposed transactions, except to the extent otherwise provided in this Agreement and related agreements, including the assignment of franchise and dealer agreements.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same agreement.

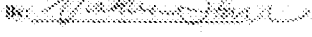
16. Governing Law. This Agreement and related agreements and any disputes relating to or arising under this Agreement shall be governed by the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

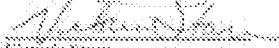
**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**


By: 
Victoria Story
President


Discovery Map International, LLC

By: 
Victoria Story
President

The Shareholder


Victoria Story

By: 
Peter Hans
President


Peter Hans

Omnibus APA Exhibits and Schedules List

RMFI and Starr Map

Updated 10/03/2011

Buyer and Seller acknowledge that these are the final exhibits and schedules incorporated into the Asset Purchase Agreement this Third day of October, 2011.

Starr Map Company, LLC

By: *Victoria Starr*
Victoria Starr
President

Realty Maps Franchise, Inc.

By: *Peter Hanz*
Peter Hanz
President

Discovery Map International, LLC

By: *Victoria Starr*
Victoria Starr
President

The Signator

By: *Peter Hanz*
Peter Hanz

The Signator

By: *Victoria Starr*
Victoria Starr

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Schedule 1.1(g) to
Resort Maps Franchising, Inc. from Starr Map Company, LLC and Discovery Map
International, LLC Asset Purchase Agreement

Intangibles

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Schedule 6.8 to
Resort Maps Franchising, Inc. from Starr Map Company, LLC and Discovery Map
International, LLC Asset Purchase Agreement

Intellectual Property

Trademarks

DISCOVERY

Our Brands, Slogans, & Trademarks

Our trademarks are:

DISCOVERY MAPS

DISCOVERY MAPS & GUIDES™

DISCOVERY GUIDES™

DESTINATION MAPS

DESTINATION MAPS & GUIDES

WebMap™

Map.App™

In addition to these marks we also have trademarked slogans. Our slogans are: Myriad Pro/Bold typestyle

We Show the Way!™

We Make Getting Around Fun!™

We Show Your Location with imagination!™

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