

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
Cache Sales		03/07/2012	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bear River International		
Street Address:	1011 West 400 North, Suite 110		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85156849	IGNITE	
Serial Number:	85293956	PUDDLE JUMP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	hardman@austin-rapp.com		
Correspondent Name:	Thomas M. Hardman		
Address Line 1:	170 South Main Street, Suite 735		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	4410.3.1 AND 4410.3.2		
NAME OF SUBMITTER:	Thomas M. Hardman		
Signature:	/Thomas M. Hardman/		

Date:

05/23/2012

Total Attachments: 4

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Buy-Sell Agreement

Bear River International, LLC and Cache Sales, LLC

Recitals

WHEREAS, Bear River International, LLC, a Utah Limited Liability Company (hereafter "Buyer"), whose address is 1011 West 400 North, Suite 110, Logan, Utah 84321, wishes to purchase all of the assets and ownership interest related to Cache Sales, LLC's (a Utah Limited Liability Company whose address is 1189 West 1700 North, Suite 110, Logan, Utah 84321) (hereafter "Seller") toy related business and enter into this buy sell agreement,

WHEREAS, Seller wishes to sell all of its ownership interest in its toy related business and enter into this buy sell agreement,

RESOLVED, that it was in the best interest of the Buyer and Seller to enter into a buy sell agreement as set forth in this document,

RESOLVED, this Agreement is made and entered into on March 2, 2012, and is made by and between the Buyer and Seller.

Article One

Obligations

- 1.01. This Agreement obligates the Buyer to purchase all assets related to the toy business, including but not limited to, vendor numbers, factory contacts, purchase orders (past, present and future) and inventory. Such assets also include, but are not limited to, all toy related name brands and product lines, including but not limited to, Garanimals, Puddle Jump, Ignite, and Black Ops. Such assets also include, but are not limited to, all toy related license agreements, including but not limited to, Yamaha, Mastercraft, Malibu, Polaris, and Garanimals. Such assets further include any and all toy related intellectual property of all types, including but not limited to, all trademarks, copyrights, patents, processes, designs and ideas. By virtue of this Agreement, Seller severs all management and ownership interest, direct or indirect, of all the aforementioned assets, and any other toy related assets, not defined specifically herein.
- 1.02. This Agreement obligates Seller, its owners, its owners' spouses, its owners' heirs, and Seller's and its owners' agents and assigns to sell 100% of all ownership interest, both current and future, of Cache Sales, LLC's toy related business and sever all management and ownership connection, along with all rights and responsibilities.

1.03. The purpose of this obligation is to insure the continuity of harmonious management of the toy related business by Buyer's purchase and to Seller a fair market value for 100% of its ownership interest and allow it an opportunity to pursue other interests.

Article Two

Buyer and Seller

2.01. The seller of the 100% of Ownership Interest shall be Cache Sales, LLC, its owners, its owners' spouses, its owners' heirs, and Seller's and its owners' agents and assigns.

2.02. The buyer of the 100% Ownership Interest shall be Bear River International, LLC.

Article Three

Consideration

3.01. The consideration for this Agreement is the mutual promises and obligations, and corresponding transfer of money and ownership, as set forth in this Agreement.

Article Four

Transaction Terms

Warranty of Title and Interest

4.01. Seller hereby warrants, agrees, and affirms that it has not sold, assigned, transferred, encumbered, or disposed of any portion of its and its owners' respective ownership interest and that no liens other than the liabilities that defined herein. Seller represents and agrees that its sole and total ownership interest in the toy related business, defined herein, is 100%. Seller warrants, agrees, and affirms that 100% of Seller's current stock/interest and all future interest associated with the 100% is being transferred by this agreement. Seller, its owners, its owners' spouses, its owners' heirs, and Seller's and its owners' agents and assigns will retain zero interest in the toy related business.

Triggering Event

4.02. Upon execution of this agreement (Triggering Event), 100% of Seller and its owners' stock/interest of the toy related business must be sold and purchased as provided in this Agreement.

Buy-Out Terms and Closing

4.03. On the occurrence of a Triggering Event stated above, the Buyer shall deliver to Seller a check made payable to Cache Sale, LLC in the amount of one hundred (\$100.00) dollars within 14 days. This check represents good-faith, valuable consideration, the sufficiency of which is acknowledged by Seller's signature hereto and corresponding stock transfer.

CS
ACW

In exchange for the transfer of 100% stock, Seller shall also receive the following additional consideration and valuable benefit: Bear River International, LLC agrees to forgive Cache Sales, LLC's \$1.4 million dollar debt (accrued from January 1, 2009 until the date of the Triggering Event) owed to Bear River International, LLC.

Article Five

Confidentiality

5.01. Seller, its owners, its owners' spouses, its owners' heirs, and Seller's and its owners' agents and assigns, hereby agree that in acceptance of the consideration and buy-out, this Agreement and its corresponding terms are confidential and that the intellectual property and insider knowledge that Seller, its owners, its owners' spouses, its owners' heirs, and Seller's and its owners' agents and assigns has as a result of its ownership interest are strictly confidential, and of great value to Bear River International, LLC and shall not be disclosed to anyone.

Article Six

Taxes

- 6.01. No representations have been made regarding tax consequences of this agreement and Seller should consult a certified public accountant or tax attorney regarding possible tax consequences. Seller agrees and understands that it is solely responsible for the corresponding tax liability, if any, of this transaction and/or any future transaction triggered by this agreement.
- 6.02. Both Seller and Buyer agree that Cache Sales, LLC's debt to Bear River International, LLC that was incurred during 2011 will be retroactively forgiven in tax year 2011 by Bear River International, LLC and its tax returns will reflect such.

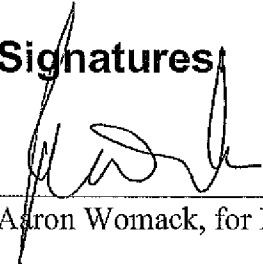
Article Seven

Legal


- 7.01. This Agreement shall be governed by the law of the State of Texas. Venue and jurisdiction shall be Hidalgo County, Texas for any disputes regarding this agreement.
- 7.02. The parties to this Agreement declare that it may be hard to measure in money the damages that shall accrue to the Buyer if confidentiality is breached. Therefore, if the Buyer must institute legal action to enforce the provisions of this Agreement, an ex-parte temporary injunction would be necessary and that a fair and reasonable bond would be \$500.00.

- 7.03. Seller hereby releases Buyer and its owners from any and all claims, demands, causes of action, whether they be real or perceived, whether they be past or future and whether they have been filed/presented or not. However, nothing shall prevent Seller from specifically enforcing this Agreement.
- 7.04. The parties agree to have the agreement reviewed by independent legal counsel.
- 7.05. This agreement is fully integrated and has superseded all prior agreements regarding ownership interests and regarding ownership transfer. This agreement may only be modified by a writing signed by all parties.
- 7.06. Each party agrees and avers that they have been given ample opportunity to have this agreement reviewed and negotiated. As such, no law strictly construing the contract against the drafting party shall apply to this agreement shall apply.

Signatures


3-7-12

Aaron Womack, for Bear River International, LLC


March 7, 2012

Richard Scott Galbraith, for Cache Sales, LLC