

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
Christine Ziober		02/01/2013	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	EllaBella Southlake, L.P.
Street Address:	100 Crescent Court, 7th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: TEXAS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3798053	ELLABELLA

**CORRESPONDENCE DATA**

Fax Number: 8179121712  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 817-900-8204  
 Email: cjdevilder@dorsettjohnson.com  
 Correspondent Name: C. J. de Vilder, Jr.  
 Address Line 1: 500 N. Carroll Ave., Suite 110  
 Address Line 4: Southlake, TEXAS 76092

NAME OF SUBMITTER:	C. J. de Vilder, Jr.
Signature:	/cj de vilder jr/
Date:	02/07/2013

Total Attachments: 19

OP \$40.00 3798053

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**ASSET SALE AND PURCHASE AGREEMENT  
OF  
ELLABELLA, LLC**

This Asset Sale and Purchase Agreement ("Agreement") dated as of the February 1 day of February, 2013, by and between EllaBella Southlake, LP ("Purchaser"), and EllaBella, LLC ("Seller").

**INTRODUCTION**

Seller desires to sell and Purchaser desires to purchase all of the Seller's assets described below upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
SALE**

1.01 **Sale of Assets.** Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase or accept from Seller, all of the following assets of Seller:

(a) All inventories of Seller described in Schedule 1, which shall be signed, dated, and approved by Seller and Purchaser and made available by Seller to Purchaser on or before the Closing Date, and attached and incorporated fully into this Agreement.

(b) All of Seller's rights and interests in and to the contracts, agreements, and purchase orders, all of which are described in Schedule 2, which shall be signed, dated and approved by Seller and Purchaser and made available by Seller to Purchaser on or before the Closing Date, and attached and incorporated fully into this Agreement; and all of Seller's claims and rights under all notes, evidences of indebtedness, and deposits; and all rights and claims to refunds and adjustments of any kind owned by Seller.

(c) All of Seller's rights and interests in and to the real estate leases described in Schedule 3, attached to and incorporated fully into this Agreement.

(d) All furniture, fixtures, equipment, supplies, and other items described in Schedule 4, attached to and incorporated fully into this Agreement, and all sundry items of a like character that, although not described in Schedule 4, are owned by Seller and are situated on or about the premises of Seller.

(e) All right, title, and interest in and to all of the following owned by Seller:

(i) The trademarks, service marks, and trade names listed in Schedule 5, attached to and incorporated fully into this Agreement.

(ii) All trademarks, service marks, and trade names, whether or not listed in Schedule 5.

(iii) All formulae, know-how, pricing policies, trade secrets, models, processes, market information, market analyses, marketing plans, operating or management policies, procedures, and forms, computer software, computer operating procedures, and all other proprietary rights used or useful or developed for use in the business of Seller.

(f) All right, title, and interest of Seller in and to the name EllaBella and Tee With Sugar, or any variant of the name.

(g) All papers and records (whether in written or other form) of any kind presently in or in the future coming into the care, custody, or control of Seller relating to any of the assets sold to Purchaser pursuant to this Agreement or the acquisition or past, present, or future operation of Seller, including but not limited to: customer lists, supplier lists, distributor lists, purchase and sales records, blueprints, specifications, personnel and labor relations records, environmental control records, accounting and financial records, maintenance records, operating and management manuals, computer systems and software documentation, blank forms, blank checks, other blank instruments, and plans and designs of products and equipment.

(h) All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) held by Seller that may lawfully be assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer, which costs, if any, shall be paid by the Purchaser.

**1.02 Consideration of Sale.** In consideration of the sale and transfer of the assets of Seller and the representations and covenants of Seller set forth in this Agreement, Purchaser shall pay to Seller \$125,000.00 plus the dollar amount of the total cost of all inventories of Seller described in Schedule 1 (labeled "Ext Cost" in Schedule 1), which shall be signed, dated, and approved by Seller and Purchaser and made available by Seller to Purchaser on or before the Closing Date under the following terms: Down payment of \$75,000.00 payable to Seller by Purchaser on the Closing Date; Monthly payments of remaining \$50,000.00 plus the dollar amount of the total cost of all inventories of Seller described in Schedule 1 (labeled "Ext Cost" in Schedule 1), which shall be signed, dated, and approved by Seller and Purchaser and made available by Seller to Purchaser on or before the Closing Date, will be paid based off through an 84 month payment schedule. Monthly payments to be made over a 7 year term (84 months) with a 5% annual interest rate. Payments are to be made by the last day of each month. Purchaser will supply Seller with a personal guarantee and promissory note along with this Agreement for \$50,000.00 plus the dollar amount of the total cost of all inventories of Seller described in Schedule 1 (labeled "Ext Cost" in Schedule 1), which shall be signed, dated, and approved by Seller and Purchaser and made available by Seller to Purchaser on or before the Closing Date ("Principal"). As additional consideration, Seller agrees to a Principal balance forgiveness of \$25,000.00 of the Principal balance should Purchaser's outstanding Principal balance remaining be \$25,000.00 on or before February 1, 2016. Seller agrees to a Principal balance forgiveness of \$10,000.00 of the Principal balance should Purchaser's outstanding Principal balance remaining be \$10,000.00 at any time between February 2, 2016 and February 1, 2018. Purchaser shall assume on the Closing Date all duties and obligations of Seller pursuant to the contracts, agreements, purchase orders, and leases described in Schedule 2 and Schedule 3 and to all other purchase orders issued by Seller in the ordinary course of business from the effective date of this Agreement to the Closing Date.

**1.03 Closing.** The parties agree to use their best efforts to consummate this transaction ("Closing") on February 1, 2013, or on such other date mutually agreed upon in writing by Seller and Purchaser ("Closing Date").

**ARTICLE II  
SELLER'S REPRESENTATIONS**

Seller hereby represents to Purchaser that the following facts and circumstances are and at all times up to the Closing Date will be true and correct:

**2.01 Organization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of Texas and is qualified to do business in Texas. Seller has all requisite power and authority (corporate and, when applicable, government) to own, operate, and carry on its business as now being conducted.

**2.02 Ownership of Assets.** Seller is the sole owner of and has the full right to sell or dispose of Seller's assets to be transferred hereunder. No other person or persons have any claim, right, title, interest, or lien in, to, or on Seller's assets.

**2.03 Real Property.** Exhibit 1, which is attached to this Agreement, contains true, correct, and complete copies of all real estate leases being assigned from Seller to Purchaser; and true, correct, and complete copies of all assignments of real property leases from Seller to Purchaser. All of the material real property leases are valid and in full force. There does not exist any default or event that with notice, lapse of time, or both will constitute a default under any of these lease agreements. All the buildings, fixtures, and leasehold improvements used by Seller in its business are located on the real property. The zoning of each parcel of property described in Exhibit 1 permits the presently existing improvements and the continuation of Seller's business presently being conducted on such parcel. Seller is not aware of any enacted or proposed changes to such zoning.

**2.04 Inventories.** All inventories owned by Seller ("Inventories") consist of items of a quality and quantity usable and saleable in the ordinary course of business by Seller and are of the stated value as set forth in Schedule 1, which shall be signed, dated, and approved by Seller and Purchaser on or before the Closing Date, and attached to this Agreement. All items included in the Inventories are the property of Seller. No items included in the Inventories have been pledged as collateral or are held by Seller on consignment from others.

**2.05 Other Tangible Personal Property.** The equipment, furniture, fixtures, and other personal property described in Schedule 4 attached to this Agreement constitute all the items of tangible personal property owned by, in the possession of, or used by Seller in connection with Seller's business except Inventories. Except as stated in Schedule 4, no personal property used by Seller in connection with its business is held under any lease, security agreement, conditional sales contract, or other title retention or security agreement or is located any place other than in the possession of Seller.

**2.06 Title to Assets and Properties.** Seller has good and marketable title to all of its assets and properties, tangible and intangible, that are material to Seller's business and future prospects. These assets and properties constitute all of the assets and interests in assets that are used in Seller's business. All of these assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions, and restrictions.

**2.07 Trade Names, Trademarks, Copyrights, and Patents.** Schedule 5 attached to this Agreement contains a true and correct list of all trademarks, trademark registrations or applications, service marks, trade names, copyrights, copyright registrations or trade secrets (collectively called "Intellectual Properties") owned by Seller. These Intellectual Properties are the only ones used and needed by Seller in conducting its business.

2.08 **Authority.** Seller has full power and authority to execute, deliver, and/or consummate this Agreement, subject to the conditions to Closing set forth in this Agreement. All reports and returns required to be filed by each with any government and regulatory agency with respect to this transaction have been or will be properly filed. Except as otherwise disclosed in this Agreement, no notice to or approval by any other person, firm, or entity, including governmental authorities, is required of Seller to consummate the transaction contemplated by this Agreement.

### ARTICLE III PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that:

3.01 **Authority.** Purchaser has full power and authority to execute, deliver, and consummate this Agreement subject to the conditions to Closing set forth in this Agreement. All corporate acts, reports, and returns required to be filed by Purchaser with any government or regulatory agency with respect to this transaction have been or will be properly filed prior to the Closing Date. No provisions exist in any contract, document, or other instrument to which Purchaser is a party or by which Purchaser is bound that would be violated by consummation of the transactions contemplated by this Agreement.

3.02 **Organization and Standing of Purchaser.** Purchaser is a limited partnership duly organized, validly existing, and in good standing under the laws of the state of Texas, with full power to own property and carry on its business as it is now being conducted.

### ARTICLE IV COVENANTS

Seller covenants with Purchaser that from and after the date of this Agreement until the Closing Date, Seller will and will cause Seller to:

4.01 **Business Operations.** Operate its business and conduct its activities in the normal course of business.

4.02 **Maintenance of Assets and Properties.** Maintain all tangible assets and properties of Seller in as good a state of operating condition and repair as they are on the date of this Agreement, except for ordinary depreciation, wear, and tear.

4.03 **Absence of Liens.** Not sell, pledge, lease, mortgage, encumber, dispose of, or agree to do any of these acts regarding any of the assets or properties of Seller, other than in the normal course of business, without the prior written approval of Purchaser.

4.04 **Preservation of Business.** Use its reasonable efforts to preserve intact its organization and personnel and to keep available the services of all of its employees, agents, independent contractors, and consultants commensurate with Seller's business requirements.

4.05 **Preservation of Customer Relations.** Use its reasonable efforts to preserve intact the present customers of Seller and the goodwill of all customers and others with respect to the business.

4.06 **Performance of Obligations.** Perform all of its obligations and not make any material amendment to its obligations under all agreements relating to or affecting Seller's properties and assets.

4.07 **Notification of Litigation.** Promptly notify Purchaser in writing of any outstanding or threatened claims; legal, administrative, or other proceedings, suits, investigations, inquiries, complaints, notices of violation, or other process; or other judgments, orders, directives, injunctions, or restrictions against or involving Seller or its personnel that could adversely affect Seller.

#### **ARTICLE V CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE**

The obligation of Purchaser to Close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Purchaser, be waived in writing by Purchaser) existing on the Closing Date, or such earlier date as the context may require.

5.01 **Representations.** Each of the representations of Seller in this Agreement, the disclosures contained in the exhibits to this Agreement, and all other information delivered under this Agreement shall be true in all material respects based on the Seller's actual knowledge at and as of the Closing Date as though each representation and disclosure were made and delivered at and as of the Closing Date.

5.02 **Compliance With Conditions.** Seller shall comply with and perform all agreements, covenants, and conditions in this Agreement required to be performed and complied with by them. All requisite action (corporate and other) in order to consummate this Agreement shall be properly taken by Seller. Seller shall deliver to Purchaser a compliance certificate verifying and warranting Seller's compliance.

#### **ARTICLE VI CONDITIONS TO SELLER'S OBLIGATION TO CLOSE**

The obligation of Seller to Close under this Agreement is subject to each of the following conditions (any one of which at the option of Seller may be waived in writing by Seller) existing on the Closing Date.

6.01 **Government Approvals.** All necessary government approvals regarding this transaction shall be received prior to the Closing Date, in substantially the form applied for and to the reasonable satisfaction of Purchaser and its counsel.

6.02 **Lease Assignments.** All necessary assignments of real property leases described in Exhibit I from Seller to Purchaser and approved by Landlord shall be received prior to the Closing Date.

#### **ARTICLE VII PARTIES' OBLIGATIONS AT THE CLOSING**

7.01 **Seller's Obligations at the Closing.** At the Closing, Seller shall execute, if appropriate, and shall deliver to Purchaser:

(a) A bill of sale in a form acceptable to Purchaser sufficient to convey to Purchaser all rights, title, and interest in and to all of the inventories, fixtures, equipment, and items of personalty being sold to Purchaser under the terms of this Agreement.

(b) One or more instruments of assignment in a form acceptable to Purchaser assigning to Purchaser the exclusive rights to: all contract rights, leases, trademarks and all trade secrets of Seller being sold to Purchaser under the terms of this Agreement.

(c) All documentation in the possession of Seller necessary to operate and to use all assets being sold to Purchaser in this Agreement.

Seller, at any time before or after the Closing Date, shall execute, acknowledge, and deliver to Purchaser any further deeds, assignments, conveyances, other assurances, documents, and instruments of transfer reasonably requested by Purchaser. Seller shall also take any other action consistent with the terms of this Agreement that may be reasonably requested by Purchaser for the purpose of assigning, transferring, granting, conveying, and confirming to Purchaser or reducing to possession any or all property and assets to be conveyed and transferred by this Agreement.

**7.02 Purchaser's Obligation at Closing.** At the Closing, Purchaser shall deliver to Seller against delivery of the items specified in Paragraph 7.01, above, a certified or cashier's check in the amount of \$75,000.00, payable to Seller in federal funds currently available in Texas, together with a promissory note in the form described in Paragraph 1.02, payable to Seller, and an instrument of assumption, in form acceptable to Seller, sufficient to evidence the assumption of the obligations and liabilities by Purchaser agreed to be assumed by Purchaser in this Agreement.

#### **ARTICLE VIII SELLER'S OBLIGATIONS AFTER THE CLOSING**

**8.01 Preservation of Goodwill.** Following the Closing Date, Seller will restrict its activities so that Purchaser's reasonable expectations with respect to the goodwill, business reputation, and prospects connected with the assets and properties purchased under this Agreement will not be materially impaired.

**8.02 Change of Name.** Seller agrees that, after the Closing Date, it will not use or employ in any manner, directly or indirectly, the trade names of Ella Bella or Tee With Sugar or any variation of the names. Seller also agrees that, in order to comply with this covenant, it will take and cause to be taken all necessary action, including filing a withdrawal notice for any assumed name certificate bearing Ella Bella's and Tee With Sugar's name or any variant of the names, that Seller has previously filed.

**8.03 Nonsolicitation of Employees.** Prior to the second anniversary of the Closing Date, Seller shall not recruit, hire, solicit or otherwise cause any employee of Ella Bella or Tee With Sugar retained by Purchaser after the Closing Date to seize employment with Ella Bella or Tee With Sugar or begin employment at any company or business owned, operated, or otherwise related to Seller.

**8.04 Noncompete.** Prior to the second anniversary of the Closing Date, Seller shall not compete with Ella Bella Retail Operation or Tee With Sugar Retail Operation for business or sales of current or similar product lines either directly or indirectly through any entity or affiliation it may have with another competitive entity.

**8.05 Seller Involvement.** Seller agrees to remain involved with Ella Bella Retail Operation and Tee With Sugar Retail Operation under the following terms and periods:

(a) Seller will maintain full time involvement for the first two (2) months following the Closing Date;

(b) Seller will maintain part time involvement for one (1) month following the two (2) month full time involvement period above;

(c) Seller will maintain weekly consulting meetings for the first three (3) months following the Closing Date;



(d) Seller will attend the Market with Purchaser upon Purchasers request and Purchasers paid expense for two (2) years following the Closing Date.

## ARTICLE IX GENERAL PROVISIONS

9.01 **Survival of Representations, Warranties, and Covenants.** The representations and agreements of the parties contained in this Agreement or contained in any writing delivered pursuant to this Agreement shall survive the Closing Date for the period of time set forth in this Agreement.

9.02 **Notices.** All notices that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid as follows:

If to Seller: Christine Ziober  
404 Linda Street, Keller Texas 76248

If to Purchaser: Jeff Kropholler and Jennifer Kropholler  
1605 Overlook Terrace, Keller, Texas 76262

9.03 **Assignment of Agreement.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any other party without the written consent of all parties and any attempt to make an assignment without consent is void.

9.04 **Governing Law.** This Agreement shall be construed and governed by the laws of the state of Texas.

9.05 **Amendments; Waiver.** This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

9.06 **Entire Agreement.** This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void.

9.07 **Reliance Upon Representations and Warranties.** The parties mutually agree that, notwithstanding any right of Purchaser to fully investigate the affairs of Seller and notwithstanding any knowledge of facts determined or determinable by Purchaser pursuant to the investigation or right to investigate, Purchaser may fully rely upon the representations made to Purchaser in this Agreement and on the accuracy of any document, certificate, or exhibit given or delivered to Purchaser pursuant to this Agreement.

Signed on February 1, 2013

**PURCHASER**

EllaBella Southlake, L.P, a Texas limited partnership, acting by and through its general partner,

[Signature]

By: Jennifer Krophiler  
Title: General Manager

**SELLER**

EllaBella, LLC, a Texas limited liability company

[Signature]  
Christine Ziober, Managing Member

Schedule 1

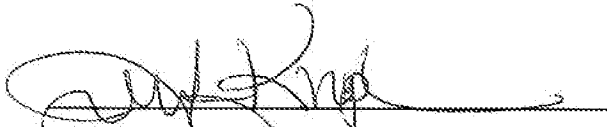
**Inventory of Ella Bella Retail Operation and Tee With Sugar Retail Operation**

Purchaser and Seller agree that the Purchaser is purchasing all inventory located on the premises of EllaBella Retail Operation at 2001 W. Southlake Boulevard, Suite 143, Southlake, Texas, 76092 as of February 1, 2013 and all inventory located on the premises of Tee With Sugar Retail Operation at 2001 W. Southlake Boulevard, Suite 127, Southlake, Texas 76092 as of February 1, 2013. Purchaser and Seller agree that the purchase price of the inventory is \$250,000.000. The agreed purchase price of the inventory of \$250,000.00 will be used in the place of any reference to the total cost of the inventory or any reference to the "Ext Cost" of the inventory in any Schedule, Agreement or Promissory Note executed between the Purchaser and Seller.

Signed on January 31<sup>st</sup>, 2013.

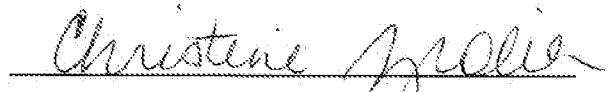
**PURCHASER**

EllaBella Southlake, LP, a Texas limited partnership, acting by and through its general partner, Jennifer Kropholler

  
Jennifer Kropholler, General Partner

**SELLER**

EllaBella, LLC, a Texas limited liability company

  
Christine Ziober, Managing Member

<u>Order No.</u>	<u>Date</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Price</u>
12330		Attitude Pie	apparel	404.
		A Bird	"	708.
2469		Blue Jumper	"	501.50
<del>12525</del>		Bonnie	"	1215.
12525		Cach Cach	"	1970.20
27633		Carrip	shoes	404.40
2590	4/1/12	Eliane et Lena	apparel	705.
	10/28/12	Elipeus Baby	"	233.25
19378	10/22	Duckles Kaddy	"	980
		Higgie Moon	"	1891.50
		Day Shoe	shoes	177
		Glauze Baby	apparel	2390-
10268	10/14/12	Glalabaloo	"	474.
		Glauze Stuff	"	414.
18727	8/19/12	Janah Banana	"	3135.
18729	3/19/12	Baby Sara	"	2834-


<u>Order No.</u>	<u>Date</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Price</u>
18845	8/19/12	Julyme	apparel	1076
7345		Isabella Choice	apparel	3347.50
42458	4-7-3	I'm Yours	"	405
	4/28/12	Gyffolci	shoes	692.45
1774	10-16-12	Lipstick	apparel	2097
18384		Luv ya lots	"	2304
10322		I'm 4 Luv	"	390
10245		Little Miss		2226
		Magnolia	"	3556
22235		Me 4 Ko		1036
18742		Max 4 Bran	"	795
		Mustard Pie	"	2407
		Miss Me	"	1014
10/27/12		New ICM	"	4243
		oohtala	"	1819
		Peti Posh	"	132

<u>Order No.</u>	<u>Date</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Price</u>
		Ralph Lauren	Shoes	400
20430		Reaco of Carl	apparel	268
15011		Pop jeans	"	864
105088		Persimmon	"	4499
15688		Juvel & Juvel	"	1953
		Sony Jaiway	"	715
		Yoga Conture	"	802

Signed on January 31<sup>st</sup>, 2013.

**PURCHASER**

EllaBella Southlake, LP, a Texas limited partnership, acting by and through its general partner, Jennifer Kropholler

  
Jennifer Kropholler, General Partner

**SELLER**

EllaBella, LLC, a Texas limited liability company

  
Christine Ziober, Managing Member

### Schedule 3

#### Real Property Leases

1. "Shopping Center Lease" executed on January 6, 2006, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Christine P. Ziober with trade name Ella Bella, as Tenant, for a period of five (5) years on a store unit being located at 2155 W. Southlake Boulevard, Suite 135, Southlake, Texas 76092.
2. "First Amendment to Shopping Center Lease Agreement" executed on February 20, 2008, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Christine P. Ziober, Tenant, amending the Shopping Center Lease dated January 6, 2006, for a period of eight (8) years and moving to a store unit being located at 2001 W. Southlake Boulevard, Suite 143, Southlake, Texas 76092.
3. "Shopping Center Lease" executed on April 13, 2012, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Ella Bella, LLC, as Tenant, for a period of five (5) years on a store unit being located at 2001 W. Southlake Boulevard, Suite 127, Southlake, Texas 76092.



## Schedule 4

### Furniture, Fixtures, Equipment, Supplies

#### Ella Bella Retail Operation – Furniture, Fixtures, Equipment, Supplies

1. Cash Wrap Counter
2. 2x HP Desktop Computers
3. 2x HP Printers
4. 2x Telephones
5. Microwave
6. Full-Size Fridge
7. 4x White Bookcase/Armoires
8. 3x Black Stools
9. Baker's Rack
10. 2x Corner Units
11. Metro Shelving Unit
12. Floor Fixtures
13. 2x Glass Étagère
14. Small Wooden Bookcase
15. 5x Large Wooden Bookcase
16. Large Metal Shelving Unit
17. 2x Chandeliers
18. Vacuum
19. 6x Mannequin/Dress Forms
20. Drill
21. Tool Box/Tools
22. Quickbooks premier Software
23. Quickbooks POS Software
24. Sku Label Printer
25. Receipt Printer
26. Set of Dressing Room Curtains
27. Computer Chair

28. 2x Filing Cabinets
29. Back Counter
30. Steamer
31. Fan
32. Space Heater
33. Holiday Decorations
34. Rolling Rack
35. 2x Ladders
36. Step Stool
37. 21x Chrome Floor Fixtures
38. 4x Wire Dress Forms
39. 5x Wire Baskets
40. Slatwall Chrome Fixtures
41. 2x Dressing Room Curtains
42. 6x Metal Shelves
43. Radio
44. Ivory Bookcase
45. Scentsy Candle Warmer
46. Cash Drawer
47. All Images of Grace canvases are property of Amy Headington/Images of Grace  
Photography

**Tee With Sugar Retail Operations - Furniture, Fixtures, Equipment, Supplies**

1. Cash Wrap Counters
2. HP Computer
3. HP Laptop
4. HP Printer
5. 3x Ikea Expedit Book Cases
6. 2x Chrome T Stands
7. 9x Small White Display Tables
8. 6x Desks
9. 5x Desk Chairs
10. 2x Vinyl Cutters
11. Corel Draw Software
12. Photoshop Software
13. 3x Heat Presses
14. Steamer
15. 3x Metal Shelving Units
16. Full-Size Fridge
17. Microwave
18. Fan
19. 8x Gridwire Panels
20. 12x Apparel Stands
21. 2x Hat Racks
22. Standing Lamp
23. Bar stool
24. Slatwall Accessories
25. Filing Cabinet
26. Coffee Pot
27. Bernina Sewing Machine
28. 4x desk Lamps
29. Step Stool
30. Scentsy Candle Warmer

**Schedule 5**

**Trademarks, Service Marks, Copyrights, Patents, Patent Applications, and Trade Names**

Registered Service Mark of "Ella Bella"

- United States of America, Registered Service Mark No. 3,798,053
- Registered June 8, 2010

Texas Assumed Name "Tee With Sugar"

- Certificate of Assumed Name filed by EllaBella, LLC on April 26, 2012
- Certificate of Assumed Name expires on April 26, 2022

## Exhibit I

### Real Property

1. "Shopping Center Lease" executed on January 6, 2006, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Christine P. Ziober with trade name Ella Bella, as Tenant, for a period of five (5) years on a store unit being located at 2155 W. Southlake Boulevard, Suite 135, Southlake, Texas 76092. A copy of the Shopping Center Lease is attached.
2. "First Amendment to Shopping Center Lease Agreement" executed on February 20, 2008, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Christine P. Ziober, Tenant, amending the Shopping Center Lease dated January 6, 2006, for a period of eight (8) years and moving to a store unit being located at 2001 W. Southlake Boulevard, Suite 143, Southlake, Texas 76092. A copy of the First Amendment is attached.
3. "Shopping Center Lease" executed on April 13, 2012, by Southlake Dunhill Holdings II, Ltd., a Texas limited partnership, as Landlord, and Ella Bella, LLC, as Tenant, for a period of five (5) years on a store unit being located at 2001 W. Southlake Boulevard, Suite 127, Southlake, Texas 76092. A copy of the Shopping Center Lease is attached. A copy of the Shopping Center Lease is attached.
4. "Lease Assignment" executed by EllaBella, LLC, a Texas Limited Liability Company, as Assignor, and Ellabella Southlake, LP, a Texas Limited Partnership, as Assignee, assigning Assignors interest in the real property lease dated January 6, 2006, from Southlake Dunhill Holdings II, Ltd., a Texas Limited Partnership, as Landlord, and Christine P. Ziober with trade name Ella Bella, as Tenant, and the real property lease as amended in the First Amendment dated February 20, 2008. A copy of the Lease Assignment is attached.
5. "Lease Assignment" executed by EllaBella, LLC, a Texas Limited Liability Company, as Assignor, and Ellabella Southlake, LP, a Texas Limited Partnership, as Assignee, assigning Assignors interest in the real property lease dated April 13, 2012, from Southlake Dunhill Holdings II, Ltd., a Texas Limited Partnership, as Landlord, and Ella Bella, LLC, as Tenant. A copy of the Lease Assignment is attached.

