

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|---|----------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| All Seasons Homestead Helpers Inc | FORMERLY Pyorala Enterprises | 03/29/2013 | CORPORATION: VERMONT |
| RECEIVING PARTY DATA | | | |
| Name: | MacRyan Inc | | |
| Doing Business As: | All Seasons Homestead Helpers & Best Products | | |
| Street Address: | 244 Lewis Rd | | |
| City: | Poultney | | |
| State/Country: | VERMONT | | |
| Postal Code: | 05764 | | |
| Entity Type: | CORPORATION: VERMONT | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1174846 | SQUEEZO | |
| 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: | cfahan@myfairpoint.net | | |
| Correspondent Name: | Craig Fahan | | |
| Address Line 1: | 244 Lewis Rd | | |
| Address Line 4: | Poultney, VERMONT 05764 | | |
| NAME OF SUBMITTER: | Craig Fahan | | |
| Signature: | /*Craig Fahan*/ | | |
| Date: | 05/28/2013 | | |

OP \$40.00 1174846

Total Attachments: 7

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WARRANTY BILL OF SALE

KNOW BY ALL MEN THESE PRESENTS that All Seasons Homestead Helpers, Inc., a Vermont Corporation with its principal place of business located at Jeffersonville, Vermont, Grantor, in consideration of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid by MacRyan, Inc., a Vermont Corporation with its principal place of business located at Jeffersonville, Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, SELL, TRANSFER, and DELIVER unto the said Grantee certain personal property described as follows:

The following assets used in connection with the Grantor's business:

- a. Furnishings, signs, fixtures and equipment
- b. Molds, drawings, specifications for SQueezo
- c. All records, phone numbers, email addresses, social networking Sites and accounts and website domains
- d. Goodwill
- e. 10 days of instruction from Seller at her place of business
Plus total of 40 hours telephone consultation post closing
- f. The trademark for the product known as "SQueezo" together with the name "All Seasons Homestead Helpers" and any trade secrets known to Grantor
- g. Customer lists
- h. Current Supplier List and Vendor Arrangements
- i. Assignable contracts and contract rights held by Grantor at the date hereof.

Also see attached itemization Exhibit A.

TO HAVE AND TO HOLD all and singular said personal property to Grantee and Grantee's executors, administrators, heirs and assigns to Grantee's own use and behoof forever. And Grantor hereby covenants with Grantee that Grantor is the lawful owner of said personal property; and it is free from all encumbrances, and that Grantor has good right to sell the same as aforesaid; and that Grantor will WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I hereunto set my hand this 29th day of March, 2013.

All Seasons Homestead Helpers, Inc.

By: 

Its duly authorized agent

ASSET LIST

Brother HL 2140 Printer
Hewlett Packard 1320 Printer
Computer built to specs – new 2010
Cross Cut free standing shredder
L shaped desk with computer cupboard and 2 drawers (file and misc.)
3 Piece Steelcase set:
 Credenza with 2 file drawers and 4 other drawers
 Desk with 2 file drawers and 4 other drawers
 2 Shelf Wall mounted hutch with light underneath
3 small printer stands/bookcases
1 -5 drawer Steelcase lateral file
1 -5 drawer Hon file cabinet
1 -4drawer Hon File Cabinet
1 Panasonic KX-T7453 Office Phone System with 5 stations
1 Canon Fax/Copy/ Scanner
1 copier stand/bookcase
1 3 drawer Steelcase lateral file
Answering Machine
Large 5 shelf supply cabinet with doors
3 – 5 shelf parts shelves
Shipping table
Shipping scale
Building Table
Vacuum
Hand truck
Computer Power surge protectors and UPC's
Misc Office supplies & Equipment

All Seasons Homestead Helpers Website
Squeezeo Trademark
Housing mold
Scroll mold
Hopper tooling
Squeezeo box print plate
All Parts blueprints
Squeezeo Banner
Squeezeo Wall Photo's
UPC's
Historical Squeezeo samples and literature

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is among All Seasons Homestead Helpers, Inc. ("Seller") and MacRyan, Inc. ("Purchaser") and is made and entered into as of the dates set forth below.

NOW, THEREFORE:

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereto agree as follows:

Article I

Sale of Assets and Property

Section 1.1 Assets Included. The Sellers hereby agrees to sell and the Purchasers hereby agrees to purchase, at the Closing specified in Article II, below, the assets listed below, free and clear of all liens for the amount of \$110,000.00 (said assets are valued by agreement of the parties in the attached list).

- (a) Furnishings, signs, fixtures and equipment
- (b) Molds, drawings, specifications for Squeezo
- (c) Current pertinent records reasonably necessary for the buyer to assume operation of the business, phone numbers, email addresses, social networking sites and accounts, and website domains
- (d) Goodwill
- (e) 10 days of instruction from Seller at her place of business plus total of 40 hours telephone consultation post closing
- (f) Allow Buyer to work with Seller at Seller's booth while attending the IHA show in Chicago.
- (g) Non-Competition Agreement
- (h) Intellectual Property (copyrights, trademarks etc.) and trade secrets.
- (i) Customer lists
- (j) Supplier List and Vendor Arrangements
- (k) Contracts and contract rights

Section 1.2 Assets Excluded. The following Assets are excluded from the sale:

- (a) Cash
- (b) Accounts receivable
- (c) Prepaid assets

- (d) Personal vehicles
- (e) Personal tools
- (f) Any other assets not specifically mentioned in Schedule 1.1 hereof.

Section 1.3 Inventory. Seller's inventory as of the date of sale to be purchased for Seller's documented cost (invoice plus freight) due at closing.

Section 1.4 Purchase Price

- (a) \$110,000 due at closing minus a credit of up to \$3,000 for Buyer's cost of attendance at the 2013 IHA show in Chicago, and will be based upon receipts to be supplied by the buyer.
- (b) A Sales commission of 5% of gross sales for all sales to "Do It Best" and "Gardener's Supply" stores for the first two years from the date of closing, not to exceed \$10,000 and payable within 30 days of receipt of funds.
- (c) A Sales commission of 2% on sales written at the 2013 IHA show not yet shipped as of the date of closing, payable within 30 days from the receipt of funds.
- (d) A deposit of \$5,500 shall be paid to Country Business, Inc. within five days of acceptance of this offer to be held in escrow pending the completion of the sale.
- (e) Seller's attorney shall prepare a document expressing the parties' agreement in connection with this section.

Article II

Closing

Section 2.1 The Closing (the "Closing") shall take place at the offices of Anderson & Eaton, 128 Merchants Row, 7th Floor, on March 29, 2013 or at such earlier time or other place as may be mutually agreed upon by the parties hereto.

Section 2.2 Verification of the Title. Purchasers shall have been assured by Sellers that the title to the personal property or any other asset is free and clear of all liens and encumbrances at the time of Closing and Sellers shall transfer said property by Bill of Sale or Title if applicable.

Section 2.3 Representations and Warranties of Seller to be True. To the best of Seller's knowledge, the representations and warranties of Sellers contained in this Agreement shall be true in all material respects on and as of the date of the Closing with the same effect as though made at such time, and the Sellers shall have performed all

obligations and complied with all covenants and agreements required by this Agreement to be performed and complied with by the Sellers prior to or on the Closing.

Section 2.4 Closing Costs. Seller and Purchaser agree that they will bear their own closing costs.

Article III

Risk of Loss

Section 3.1 Sellers shall maintain existing insurance for all Assets covered in this Agreement in the event of their loss prior to Closing. If there is a loss prior to sale, Purchasers shall have the option to receive the insurance proceeds or cancel the contract.

Article IV

Financing and Inspection and Duration of Offer

Section 4.1 Financing. Purchasers' obligations under this contract are not subject to a financing contingency.

Section 4.2 Duration of Offer. This offer is open for acceptance by Seller until withdrawn by Purchasers. Acceptance is Seller's execution of this contract.

Article V

Brokers, Agents

Section 5.1 Seller has retained the services of Country Business, Inc. in connection with this sale and shall bear the cost of any brokerage fees.

Article VI

General

Section 6.1 Further Assurances. Seller certifies and represents that to the best of Seller's knowledge, the seller and the business, All Season's Homestead Helpers, is currently in compliance with all applicable government regulations and not subject to penalty or claim from any person or entity. The Seller certifies, warrants and represents that she is not involved in any litigation, which involves this business. Further, Seller certifies, warrants, and represents that any payables regarding the business or any debt that would potentially encumber the aforesaid assets or business shall be paid for by Seller prior to or at closing.

The Seller shall execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments as the Purchasers may reasonably request from time to time in order to confirm title to Purchasers, or as otherwise may be reasonably required to carry out the intents and purposes of this Agreement.

Section 6.2 Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the Sellers, the Purchasers, and their respective legal representatives, successors and assigns.

Section 6.3 Governing Law. This Agreement shall be governed by the laws of the State of Vermont.

Section 6.4 Seller shall execute the attached Non-Competition Agreement in favor of Purchaser at closing which is made a material part of this contract.

Section 6.5 Seller shall execute a cessation of trade name in a form acceptable by the Vermont Secretary of State at closing so that Purchaser may form a Vermont Company using the name "Squeezeo", "All Seasons Homestead Helpers" or "Best Products" or any part thereof. Further, Seller agrees to convey all intellectual property to Purchasers including any logo or design of the business, which Seller created, or someone else created for the business.

Section 6.6 Seller shall transfer the business telephone number to Purchasers to the extent possible and any other business assets necessary for Purchasers to maximize the business.

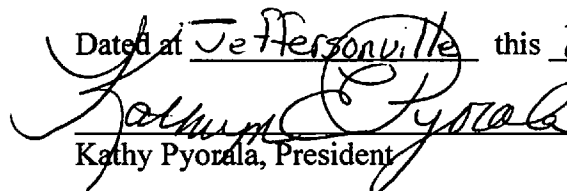
Section 6.7 Entire Agreement, Amendment. This Agreement and the Letter of Intent accepted February 8, 2013 embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth and as set forth in said letter of intent. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

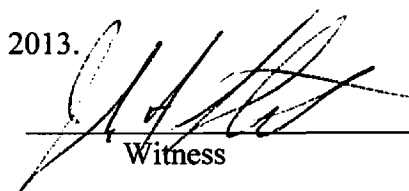
Section 6.8 Survival. The provisions of this Agreement and the Letter of Intent shall survive the Closing.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date set forth above.

Seller – All Seasons Homestead Helpers, Inc.

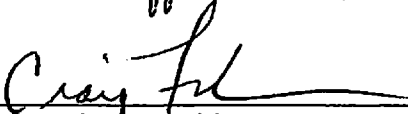
Dated at Jeffersonville this 29 day of March, 2013.


Kathy Pyorala, President

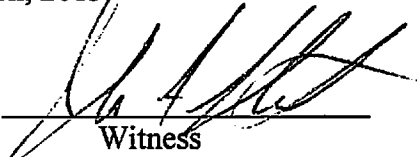

Witness

Purchaser – MacRyan, Inc.

Dated at Jeffersonville, VT this 27 day of March, 2013



Craig Fahar, President



Witness