

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
Terrell Publishing Co.		02/19/2009	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Frederic Apcar		
Street Address:	633 South 4th Street Suite 7		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3268872	VINTAGE VEGAS	
Registration Number:	3313097	VINTAGE VEGAS	
CORRESPONDENCE DATA			
Fax Number:	7023836603		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	702-384-4829		
Email:	apcar@esqtax.com		
Correspondent Name:	Frederic Apcar		
Address Line 1:	633 South 4th Street Ste 7		
Address Line 4:	Las Vegas, NEVADA 89101		
NAME OF SUBMITTER:	Frederic Apcar		
Signature:	/Frederic Apcar/		
Date:	10/07/2013		

OP \$65.00 3268872

Total Attachments: 5

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Inasmuch as Terrell Publishing Co. dba Terrell Creative, a Kansas Corporation, ("Seller") has certain intellectual property, trademark, fixtures and inventory that it wants to sell, and Frederic Apcar ("Purchaser") wants to purchase said intellectual property, trademark, fixtures and inventory, and for other good and valuable consideration outlined below, the parties have entered into and agree to the following agreement:

Seller agrees to sell the following:

INVENTORY

Seller has supplied purchaser with samples and approximate counts of the Vintage Vegas inventory. Actual inventory counts are not in question in this agreement. Purchaser agrees that he is purchasing what Vintage Vegas inventory Seller actually possesses, regardless of the inventory counts previously supplied. No formal inventory counts will be given. Seller attests that the inventory to be sold has not decreased in any significant way from the counts given to the purchaser at the time this negotiation process began. Purchaser agrees that he is buying such inventory "as is", "where is", FOB current location, and Seller gives no warranty of merchantability of said inventory.

The Seller's Vintage Vegas inventory resides in three locations: our Wichita Kansas Warehouse, our Kansas City, Missouri Warehouse, and our Las Vegas, Nevada storage facility.

Purchaser agrees that all inventories will be moved within thirty (30) days of the signed agreement and Purchaser agrees to pay all freight charges associated.

DISPLAY FIXTURES

Seller has four slat wall floor displays as well as acrylic pockets for the displays in its Las Vegas, Nevada storage facility. There are numerous cartons (approximately 20) containing acrylic pockets in the Kansas City, Missouri Warehouse. Seller is including these fixtures and acrylic pockets in this sale, with the understanding that Purchaser agrees to remove them from their current location. Seller gives no warranty of merchantability in regard to the fixtures and pockets. Purchaser agrees to buy these fixtures "as is", "where is", FOB current location and to remove them from their current location within thirty (30) days of signed agreement.

TERRELL CREATIVE WORK PRODUCT

Seller agrees to transfer to Purchaser all digital files associated with the creation of the Vintage Vegas products. Seller also agrees to the transfer of any and all copyrights that Seller would own in those files. Purchaser agrees to pay for any and all costs associated with the transfer of the copyrights.

It is understood that in most if not all cases, Sellers copyright is derivative in nature, and that there are underlying copyright and usage fee issues that Purchaser will need to be aware of and make arrangements for. In most cases Sellers copyright is maintained in the digital imaging, color retouching and similar technical processes that we have performed on and to each of the original images. We have received permission for the use of the base images from UNLV Special Collections, and have paid rights fees for such use. Purchaser agrees to and understands that he will need to arrange with UNLV Special Collections for permission to use the original images for any additional purposes other than the product that we have created to date.

VINTAGEVEGAS.NET WEBSITE

Seller agrees to transfer to Purchaser the website name and rights to VintageVegas.net.

TRADEMARK

Seller agrees to transfer ownership of the trademark: "Vintage Vegas" as it is placed on the Las Vegas sign for the classifications 16, 20, 21 and 28. Such Trademark is registered with the US Patent and Trademark office.

Purchaser agrees to pay for any and all costs associated with the transfer of the trademarks.

The following is specifically excluded from this agreement:

EXCLUSIONS TO THIS AGREEMENT

Excluded from this agreement or to be granted by specific reference herein will be the use of the Trademark by Seller on their current rendition of their Las Vegas Scrapbook kit. The Trademark appears on poker chips on the header card of this product. Seller agrees that the Trademark will be removed when the next reprint of this product is ordered. It is further understood that Seller uses 27 of the historical images that make up the "Vintage Vegas" product line in two versions of their Las Vegas Playing Cards. Seller does not use the Trademark on this product. Purchaser agrees to allow Seller to continue the use of the "Vintage Vegas" images on Seller's Las Vegas playing card decks for an unlimited period of time. Nothing in this agreement would allow Seller to use the "Vintage Vegas" images in their current form for any other purpose, except in the reprint of the Las Vegas single deck playing cards.

It is also understood that Seller engages in selling other stock Las Vegas imprinted product. Nothing in this agreement would restrict such business of Seller, as long as Seller agrees to not distribute or sell any product that would contain the Trademark or the words and images associated with "Vintage Vegas," subject to the specific exclusions outlined above.

The following are additional provisions:

ADDITIONAL PROVISIONS

Seller agrees to maintain a copy of the printing files for the products purchased as "Inventory" in this agreement. Seller agrees to enter into a business relationship with Purchaser, subject to credit worthiness, to provide ongoing products for sale in the Las Vegas marketplace.

It is further agreed that Seller will not engage in the process of digital imaging or color enhancement of historical Las Vegas images for any other customer, future or present, of Seller or for themselves for the purpose of producing products that are substantially similar to the INVENTORY or that would unduly compete with Purchasers products. At no time will Seller damage the brand image of the Las Vegas playing card decks that contain the said historical images which make up the "Vintage Vegas" product line.

Seller will maintain a high quality of standard when promoting and selling the Las Vegas playing card decks.

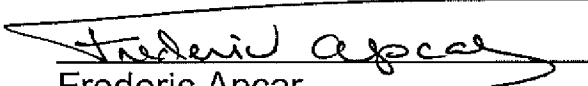
PURCHASE PRICE

The purchase price agreed to between the parties is \$34,000, 50% to be paid by cashier's check at signing of this agreement, and a personal guaranty in the amount of \$17,000 to be paid in 12 interest free equal installments of \$1416.66 commencing the first of the month following signed agreement date. If any payment is not received by the 10th of any month, the outstanding balance of the loan will become due and payable, and interest will accrue from the date of the signing of this agreement, at the rate of 12% per annum, 1% per month.

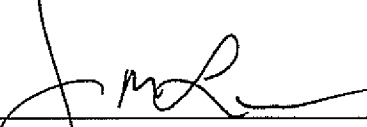
The sale price is allocated as follows:

Inventory, Display Fixtures and Acrylic Pockets	\$6,000.00
Creative Work Product	\$15,000.00
VintageVegas.net	\$3,000.00
Trademark Vintage Vegas	\$10,000.00

Agreed to this 19th day of February, 2009 by:


Frederic Aparcar
Frederic Aparcar Productions, LLC

2/19/2009


Joseph M. Luman
Vice President, Sales
Terrell Creative

2/9/2009

INDIVIDUAL GUARANTY

In consideration of, and as an inducement for Terrell Publishing, Inc. (the "Company") entering into certain agreements with Frederic Apcar ("the Debtor"), and in further consideration of and as a further inducement for, any credit extended, to be extended or continued, or any other financial accommodations given, to be given or continued, by the Company to the Debtor, the undersigned (whether one or more, jointly and severally, the ("Guarantor") hereby guarantees the prompt performance and payment when due, whether by acceleration or otherwise, of all indebtedness, liabilities or undertakings according to the terms of any and all such agreements or such extensions of credit heretofore or hereafter incurred by the Debtor to the Company.

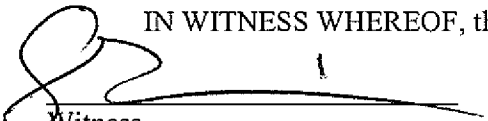
This guaranty is continuing, absolute and unconditional. Notice of acceptance is waived. It shall remain in full force and effect until ten (10) days after receipt by the Company at 1501 E. Douglas, Wichita, KS 67211 Attn: Credit Dept., of the Guarantor's written intention to revoke. Revocation shall have no effect on the Guarantor's obligations with respect to indebtedness previously incurred, and payments thereafter made by Debtor shall be applied as the Company elects.

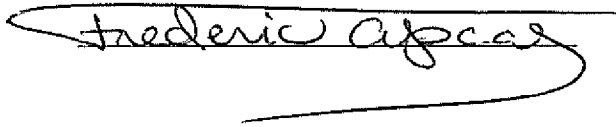
The Guarantor consents to any extensions of time for the payment of said account, to any changes in the terms of any settlement or adjustment thereof between the Company and the Debtor. No delays on the part of the Company in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Company of any right or remedy shall preclude further exercise thereof or the exercise of any other right or remedy. No actions of the Company permitted hereunder shall in any way impair or affect this Guaranty.

If the Debtor defaults in the payment of any such indebtedness or in the performance of any other obligation owing to the Company, the Guarantor shall pay to the Company upon demand (i) any sum due and to become due, (ii) any damages, costs and expenses that the Company is entitled to recover from the Debtor by reason of such default, and (iii) reasonable attorney's fees and all costs and other expenses incurred by the Company as a result of any such default or in enforcing this Guaranty. No action need be brought against the Debtor as precondition to the enforcement of this Guaranty. In the event of death, incompetence, insolvency or inability of the Guarantor to pay debts as they mature, or the assignment by the Guarantor for the benefit of the Guarantor to pay debts as they mature, or the assignment by the Guarantor for the benefit of creditors, the full amount that would be payable if all liabilities were then due and payable shall be due and payable by the Guarantor without notice or demand.

This Guaranty shall be binding upon the Guarantor and upon the Guarantor's heirs, legal representative, successors and assigns and should one or more provisions of the Guaranty be determined to be illegal or unenforceable, all other provisions shall remain effective.

IN WITNESS WHEREOF, the forgoing instrument is executed this 24th Day of February 2008


Witness


Frederic Apcar

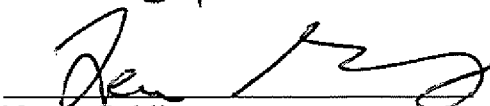
ACKNOWLEDGEMENT OF EXECUTION

STATE Nevada

COUNTY Clark

The foregoing instrument was acknowledged before me this 24 day of Feb, 2008

My Commission Expires:
December 17, 2011


Notary Public

