

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
Speak Easy Dry Erase, Inc.		07/30/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	RJF International Corporation		
Street Address:	3875 Embassy Parkway		
City:	Fairlawn		
State/Country:	OHIO		
Postal Code:	44333		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2713188	SPEAK EASY	
CORRESPONDENCE DATA			
Fax Number:	7709510933		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	770-933-9500		
Email:	mary.kilgore@tkhr.com		
Correspondent Name:	George M. Thomas		
Address Line 1:	400 Interstate North Parkway, SE		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	10766-3010		
NAME OF SUBMITTER:	George M. Thomas		
Signature:	/George M. Thomas/		

OP \$40.00 2713188

Date:

11/05/2013

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of July 30, 2010 by and between SPEAK EASY DRY ERASE, INC., a Georgia corporation, ("Seller"), and RJF INTERNATIONAL CORPORATION, an Ohio corporation, ("Buyer"). Buyer and Seller are sometimes referred to individually in this Agreement as a "Party" and collectively as "Parties".

Seller is engaged in the business, among others, of distributing dry-erase wallcovering products (such business is referred to herein as the "Speak Easy Business"). Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets associated with the Speak Easy Business on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Parties hereby agree as follows:

1. **Agreement to Sell and Purchase Assets.** On the terms and subject to the conditions of this Agreement, Seller will sell, convey, assign, transfer, and deliver to Buyer, and Buyer will purchase and acquire from Seller: (a) all in-stock, useable inventory related to the Speak Easy Business described on attached Exhibit 1(a); (b) all sampling materials in inventory related to the Speak Easy Business described on attached Exhibit 1(b); (c) all equipment used in the Speak Easy Business described on attached Exhibit 1(c); (d) all supply contracts and all contracts relating to unfilled customer purchase orders with respect to the Speak Easy Business described on attached Exhibit 1(d); and (e) all intellectual property relating to the Speak Easy Business including, but not limited to: customer lists with names, addresses and credit standing described on attached Exhibit 1(e); all domain names and the Speak Easy website; and all rights which Seller now has to the use of the Speak Easy trade name, all as of the Closing Date (defined below) (collectively, the "Purchased Assets").

Seller shall, at Buyer's direction and expense, physically deliver the Purchased Assets on or before Closing to such location or locations as determined by Buyer.

Buyer is not assuming or agreeing to become liable for any liabilities of Seller except those associated with the assumed contracts set forth on Exhibit 1(e).

2. **Purchase Price.**

(a) As consideration for the sale and transfer of the Purchased Assets to Buyer and Seller's other covenants in this Agreement, Buyer will pay Seller a purchase price to be paid in cash (the "Purchase Price") as follows:

(i) forgiveness on the Closing Date of Seller's account payable to Buyer as of the Closing Date of \$38,767.43;

(ii) \$2,500 on the Closing Date for Seller's fork lift;

(iii) advance against future commissions (described in (iv), below) of \$9,247.47 (\$25,000-\$15,752.53 previously advanced) payable on the Closing Date;

(iv) repurchase by Buyer of Seller's inventory of sampling materials and finished goods inventory estimated to be approximately \$25,000, subject to inspection to determine actual amount and marketable condition, payable within 45 days after the Closing Date;

(v) an earn-out of a commission of 10% of Buyer's net sales (not including freight, tax, duties, returns, etc.) of dry erase materials to Seller's former distributors for 3 years following the Closing Date, minus the advance made pursuant to (iii), above, payable within 15 days of the end of each calendar month; and

(vi) a sales bonus of \$10,000 payable within 45 days of the end of each twelve month period following the closing Date if the sales goal of \$500,000 net sales in the first twelve month period, \$750,000 net sales in the second twelve month period, and \$1,100,000 net sales in the third twelve month period in sales by Buyer of dry erase material to Seller's former distributors is obtained.

The sum of 2(a)(i), (ii), (iii), (iv), (v), and (vi), above, are collectively the "Purchase Price".

(b) Payments not made on a timely basis shall bear interest at 12% per annum.

(c) The Purchase Price shall be reduced by, and such adjustment shall be reflected in the Closing Date payment, the amount of any prepayments or deposits received by Seller from customers for orders to be shipped after the Closing Date.

(d) All items which require proration shall be appropriately adjusted as of the Closing Date. The items that require proration shall include without limitation all real and personal property taxes, prepaid expenses, and any other service or charge which is billed to the Business on a periodic basis which overlaps the Closing Date.

3. **Date of Closing.** The purchase and sale contemplated by this Agreement (the "Closing") will take place by wire transfer of funds and exchange of facsimile signatures, if needed, on a date agreed upon by the Parties. The Closing will be deemed to be effective upon the close of business on July _____, 2010, (the "Closing Date").

4. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. Seller has full corporate power and authority to convey, assign, and transfer to Buyer good and marketable title to the Purchased Assets, free and clear of any mortgages, liens, claims, charges, and encumbrances. The Purchased Assets are being purchased "as is."

(b) As of the date hereof, and as updated on the Closing Date, the Purchased Assets, to the extent such assets have a physical location, are located as set forth in Exhibit 1(a) with respect to in-stock, useable inventory; Exhibits 1(b) and (c) with respect to sampling materials in inventory and in the field, respectively; and Exhibit 1(d) with respect to the equipment purchased.

(c) The consummation of the transactions contemplated by this Agreement and the execution, delivery, and performance of this Agreement do not violate any provisions of any law or regulation applicable to Seller; of the Articles of Incorporation or By-Laws of Seller; of any order, judgment, or decree of any court or governmental instrumentality; or of any agreement, indenture, or other instrument to which Seller is a party or by which it or its property may be bound; do not constitute and will not with the passage of time or the giving of notice or both constitute a default under any such agreement or instrument, and will not result in the creation of any lien, charge, security interest, or other encumbrance upon any of the Purchased Assets.

5. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized, valid by existing, and in good standing under the laws of the State of Ohio and has full corporate power to own its property and to carry on its business as now conducted.

(b) Buyer has duly adopted this Agreement and authorized the execution, delivery, and consummation of this Agreement in accordance with the terms and conditions.

6. **Seller's Deliveries.** In order to effect the conveyances, transfers, and assignments contemplated by this Agreement, Seller will execute and deliver to Buyer on the Closing Date all such bills of sale and other documents or instruments of conveyance, transfer, or assignment as have been deemed necessary or appropriate to vest in or confirm to Buyer full and complete title to all the Purchased Assets, all of which documents are in form and substance satisfactory to counsel for Buyer. Subsequent to the Closing Date, Seller will execute and deliver from time to time at the request of Buyer all such further instruments of conveyance, assignment, and further assurance as may reasonably be required in order to vest in and confirm to Buyer full and complete title to and the right to use and enjoy the Purchased Assets.

7. **Conditions to Buyer's Closing Obligation.** Buyer's obligation to consummate the Closing is subject to the fulfillment or waiver of the following conditions at or before the Closing Date:

(a) **Representations and Warranties.** Each of Seller's representations and warranties contained in this Agreement is true and correct in all material respects as of the date made and as of the Closing Date.

(b) **Deliveries by Seller.** Seller will have delivered, to the reasonable satisfaction of Buyer, all of the items required to be delivered by Seller.

(c) **Noncompetition Agreement.** On the Closing Date, Buyer and Seller and certain of Seller's shareholders will enter into a noncompetition agreement substantially in the form of attached Exhibit 7(c) pursuant to which Seller and certain of Seller's shareholders will agree that they will not compete with the Speak Easy Business for seven (7) years after the Closing Date and containing confidentiality and other customary provisions.

(d) **Board Resolution.** On the Closing Date, Seller will furnish Buyer with a copy, duly certified by the Secretary of Seller, of a resolution duly adopted by the Board of Directors of Seller authorizing and approving this Agreement and the transaction contemplated hereby and authorizing the proper officers of Seller to execute, deliver, and carry out this Agreement.

8. **Survival.** All agreements, representations, and warranties contained herein and made in writing by or on behalf of Seller and Buyer in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the Closing.

9. **Indemnification and Reimbursement.**

(a) Seller will indemnify and hold Buyer harmless and will reimburse Buyer the full amount of any loss, claim, damage, liability, or expense (including reasonable attorneys fees) resulting to Buyer from or related to (i) any breach by Seller of any of its representations, warranties, covenants, or obligations set forth in this Agreement; and (ii) any and all liabilities of Seller arising out of operations of the Speak Easy Business or the Purchased Assets prior to and on the Closing Date of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitations, all product liability, tax liability, environmental liability, and employee obligations or benefits.

(b) Buyer will indemnify and hold Seller harmless and will reimburse Seller the full amount of any loss, claim, damage, liability, or expense (including reasonable attorneys' fees) resulting to Seller from or related to (i) any breach by Buyer of any of its representations, warranties, covenants, or obligations in this Agreement; and (ii) any liability or obligation resulting from acts of Buyer in connection with operation of the Speak Easy Business or the Purchased Assets after the Closing Date.

10. **Covenants. Cooperation on Collection of Accounts Receivable.** Buyer will forward to Seller amounts received by Buyer in respect of customer purchases shipped and invoiced by Seller prior to the Closing. Seller will forward to Buyer amounts received by Seller in respect of customer purchases shipped and invoiced by Buyer after the Closing.

11. **Notice.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by first class mail or through the use of express mail delivery and addressed as follows:

(a) If to Seller:

Speak Easy Dry Erase, Inc.
1825 MacArthur Blvd.
Atlanta, Georgia 30318
ATTN: Robert C. Moore, Jr. President
Telephone: 404/351-0045
FAX: 404/351-7893

(b) If to Buyer:

RJF International Corporation
3875 Embassy Parkway
Fairlawn, Ohio 44333
ATTN: Richard W. Runkel, President and COO
Telephone: 330/668-7658
FAX: 330/668-7630

12. **Governing Law.** This Agreement shall be deemed to be made in, and shall be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Ohio.

13. **Entire Agreement.** This instrument contains the entire agreement between the Parties with respect to the transaction contemplated herein and supersedes all other written or oral provisions, negotiations, commitments, and understandings.

14. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of the respective legal representations, successors, and assigns of the Parties but no such assignment shall release any Party hereto from its obligations hereunder.

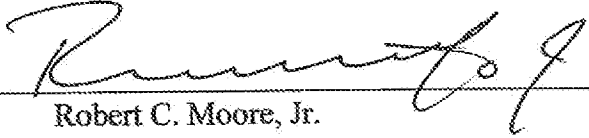
16. **Arbitration.** Any controversy or claim arising out of this Agreement, or the breach thereof, will be settled by arbitration in Ohio in accordance with the rules of the American Arbitration Association. The Parties shall each designate an arbitrator with expertise in commercial transactions and the two arbitrators shall mutually agree upon a third arbitrator with such experience, which arbitrator shall be the arbitrator for such controversy or claim. The decision of such arbitrator will be final and binding upon the Parties and may be enforced in any court of competent jurisdiction, and no Party will seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitration award or of obtaining a judgment consistent with such award. The Parties shall pay their own costs and expenses with respect to any arbitration proceeding and shall each pay 50% of the costs and expenses of the arbitrator.

17. **No Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective Parties to this Agreement and do not inure to the benefit of, or confer rights upon, any other third party, including any employee of Seller.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

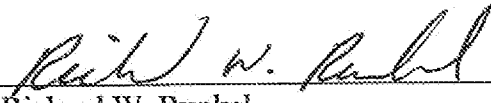
SPEAK EASY DRY ERASE, INC.

("Seller")

by 
Robert C. Moore, Jr.
President

RJF INTERNATIONAL CORPORATION

("Buyer")

by 
Richard W. Runkel
President and COO

List of Exhibits

Exhibit 1(a)	Inventory
Exhibit 1(b)	Sampling Materials – Inventory
Exhibit 1(c)	Equipment – Fork Lift
Exhibit 1(d)	Purchase Orders and Supply Contracts
Exhibit 1(e)	Intellectual Property
Exhibit 7(c)	Form of Non-Competition Agreement