

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

03/19/2014  
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ETAS ID: TM298515

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Acquisition of Assets

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Minds Group Corporation Minds Group LLC	FORMERLY Minds Group LLC	03/19/2014	CORPORATION: DELAWARE Limited Liability Corporation

**RECEIVING PARTY DATA**

<b>Name:</b>	<del>Minds Group Corporation</del> Minds Group LLC
<b>Street Address:</b>	1000 N. West Street, Suite 1200
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	<del>CORPORATION: DELAWARE</del> Limited Liability Corporation: Delaware

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4065738	BLUE COMPETITION CYCLES
Registration Number:	3107615	AERUS COMPOSITES
Registration Number:	4019155	TRIAD
Registration Number:	4043217	B

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Phone:** 2153596964  
**Email:** tuchen@hotmail.com  
**Correspondent Name:** Minds Group LLC  
**Address Line 1:** 1000 N. West Street, Suite 1200  
**Address Line 4:** Wilmington, DELAWARE 19801

<b>NAME OF SUBMITTER:</b>	Thomas U. Chen
<b>SIGNATURE:</b>	/Thomas U. Chen/
<b>DATE SIGNED:</b>	03/19/2014

**Total Attachments: 13**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into as of the 19th day of December, 2013, by and between Blue Competition Cycles, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Seller") and Minds Group, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Purchaser").

### RECITALS

WHEREAS, Seller owns and operates a bicycle distribution company with its physical location being in Gwinnett County, Georgia; and

WHEREAS, Seller desires to sell some of its Operating Assets as hereinafter described; and

WHEREAS, Purchaser desires to purchase said Operating Assets; and

WHEREAS, this Agreement sets forth the terms and conditions to which the parties have agreed and further contemplates the execution and delivery of certain collateral agreements hereinafter described;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1

#### Definitions

The following words and phrases when used herein shall have the meaning set forth below unless a different meaning is plainly required by the context:

- 1.1 Assets to be Acquired. The assets of Seller as set forth in Section 2.2 of this Agreement.
- 1.2 Business. The bicycle distribution business known as Blue Competition Cycles operated by Seller in Gwinnett County, Georgia.
- 1.3 Closing. The consummation of the transaction contemplated by this Agreement.
- 1.4 Closing Date. The date on which the Closing occurs as set forth in Article 7 herein.
- 1.5 Operating Assets. The Assets to be Acquired as defined in Section 1.1 of this Agreement and the Business as defined in Section 1.2 of this Agreement.

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## ARTICLE 2

### Sale of Assets

2.1 Sale of Business. Subject to the provisions of this Agreement, Seller shall sell the Assets to be Acquired to Purchaser, free and clear of all liabilities, liens, encumbrances and claims whatsoever.

2.2 Assets Transferred. The Assets to be Acquired in this transaction shall include:

(a) All of Seller's intellectual property, including but not limited to Seller's name, trademark, website, logo and brand, inclusive of the Aerus brand and logo;

(b) All validly issued licenses and permits in place as of the Closing Date to the extent that the same can be assigned by Seller; and

(c) All of the goodwill of the Business.

The foregoing notwithstanding, the corporate and financial books and records of Seller shall belong to and shall remain the property of Seller and Seller shall have not less than one hundred eighty (180) days from the Closing Date to wind up its affairs and file for dissolution such that during that time, Seller shall continue its existence as a limited liability company and shall be entitled to continue using the name "Blue Competition Cycles, LLC" for such purposes.

PURCHASER ACKNOWLEDGES AND AGREES WITH SELLER THAT, EXCEPT AS OTHERWISE PROVIDED HEREIN, PURCHASER IS ACQUIRING THE ASSETS "AS IS" "WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER ORAL, WRITTEN OR IMPLIED. PURCHASER IS A SOPHISTICATED BUSINESS OWNER KNOWLEDGEABLE IN THE BICYCLE DISTRIBUTION INDUSTRY IN PARTICULAR AND MAKES THIS REPRESENTATION TO SELLER AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

## ARTICLE 3

### PURCHASE PRICE, EARNEST MONEY AND DUE DILIGENCE

3.1 Purchase Price. The purchase price (hereinafter referred to as the "Purchase Price") for the Assets to be Acquired shall be a total of fifty-five thousand USD (\$55,000.00). In addition, Purchaser hereby agrees to provide Dean C. Dow with an equipment credit of ten thousand USD (\$10,000.00) (hereinafter referred to as the "Equipment Credit") which may be redeemed within ninety (90) days of the Closing Date, such that Dean C. Dow shall have the right to select and receive equipment of Purchaser with a value equivalent to ten thousand USD (\$10,000.00) based on Purchaser's wholesale cost. Purchaser shall be responsible for the cost of shipping said equipment to Dean C. Dow, it being the intention of the parties that the Equipment Credit shall not be reduced by any such cost of shipping.

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3.2 Earnest Money. Seller hereby acknowledges that Purchaser has deposited the sum of twenty thousand USD (\$20,000.00) (hereinafter referred to as the "Earnest Money") with the law firm of Andrew, Merritt, Reilly & Smith, LLP (hereinafter referred to as "Escrow Agent"), to be held in a non-interest bearing account and released as hereinafter provided in Section 3.4.

3.3 Due Diligence. Purchaser shall have not less than thirty (30) days from the date hereof to conduct its due diligence. Purchaser will be provided access to information and materials relating to the condition of the Assets to be Acquired and the Business as may be reasonably necessary to, and requested by, Purchaser.

3.4 Release of Earnest Money. The Earnest Money shall become the property of Seller thirty-one (31) days after the date hereof, provided that Purchaser has not notified Seller and Escrow Agent, in writing, of Purchaser's intent not to consummate the transactions contemplated by this Agreement due to some fact or circumstance uncovered during Purchaser's due diligence investigation. The foregoing notwithstanding, Escrow Agent will continue to hold the Earnest Money in accordance with the terms of Section 3.2 until Closing in order to ensure Seller's compliance with the terms of this Agreement. The parties agree that Escrow Agent shall incur no liability hereunder except for losses, costs and damages arising out of its willful default or gross negligence. Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Seller and Purchaser sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Seller and Purchaser shall bear all costs and expenses of any such legal proceedings.

3.5 Application of Earnest Money to Purchase Price at Closing. The Earnest Money shall be applied to the Purchase Price at Closing.

#### ARTICLE 4

##### PAYMENT OF PURCHASE PRICE AT CLOSING

The Purchase Price shall be paid by Purchaser's delivery to Seller, at Closing, of immediately available funds (USD) in the amount of the balance of the Purchase Price then due Seller after a credit is taken in the amount of the Earnest Money previously paid by Purchaser.

#### ARTICLE 5

##### ALLOCATION OF PURCHASE PRICE

The Purchase Price shall be allocated as follows:

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- (a) Intellectual property – 80%; and
- (b) Goodwill – 20%.

The parties agree to file their respective tax returns using such allocations.

ARTICLE 6

INSTRUMENTS OF CONVEYANCE, TRANSFER, ETC.

6.1 Seller. Seller shall execute and deliver to Purchaser on or before the Closing Date the following documents:

- (a) Bill of Sale;
- (b) All records of the Business and rights pertaining to the Assets to be Acquired and the Business, with such assignments thereof and consents to assignment as may be necessary in the reasonable discretion of Purchaser to assure Purchaser of the full benefit of such rights following the Closing;
- (c) Such further instruments of conveyance and transfer as Purchaser may reasonably require to consummate the transaction contemplated by this Agreement to vest all of the Assets to be Acquired and the Business in Purchaser and to facilitate the transfer of the Assets to be Acquired and Business from Seller to Purchaser; and
- (d) A copy of the resolutions authorizing consummation of this Agreement and authorizing Seller's Board of Directors to execute all documents necessary for Closing as provided herein.

6.2 Purchaser. Purchaser shall execute and deliver to Seller on or before the Closing Date the following:

- (a) The balance of the Purchase Price as defined in Article 4 hereof; and
- (b) A copy of the resolutions authorizing consummation of this Agreement and authorizing Purchaser's Manager/Member, Tommy Chen, to execute all documents necessary for Closing as provided herein.

ARTICLE 7

CLOSING

The Closing shall take place on or before January 21, 2014 (hereinafter referred to as the "Closing Date") unless otherwise agreed, in writing, by the parties. The Closing shall take place at the law offices of Andrew, Merritt, Reilly & Smith, LLP.

D.C.D.

## ARTICLE 8

### COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the covenants, representations and warranties to Purchaser contained in this Article as an inducement to Purchaser to enter into and to consummate the transactions contemplated by this Agreement, all of which covenants, representations and warranties are true, accurate, complete to the best of Seller's knowledge and information. Seller covenants, represents and warrants to Purchaser as follows:

(a) Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the requisite power and authority to carry on its businesses as now being conducted. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions and perform the obligations contemplated by this Agreement;

(b) The execution and delivery of, and the consummation of the transaction contemplated by, this Agreement have been duly authorized by all necessary corporate action of Seller including the approval of Seller's shareholder(s). This Agreement constitutes, and all instruments required to be executed and delivered by Seller before or at the Closing will constitute, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. All persons who have executed this Agreement on behalf of Seller and all persons who execute instruments required to be executed and delivered by Seller before or at the Closing shall have been duly authorized to do so by all necessary corporate action of Seller; and

(c) The Assets to be Acquired are subject to no mortgage, judgment, pledge, lien, encumbrance, security interest or charge except as otherwise provided herein. Seller has the right to convey and assign said assets. Seller has not received notice of any violation of any ordinance, law, order or regulation relating to the operations of the Business with which Seller has not complied.

## ARTICLE 9

### COVENANTS, REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes the covenants, representations and warranties to Seller contained in this Article as an inducement to Seller to enter into and to consummate the transactions contemplated by this Agreement, all of which covenants, representations and warranties are true, accurate, complete to the best of Purchaser's knowledge and information. Purchaser covenants, represents and warrants to Seller as follows:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the requisite power and authority to carry on its businesses as now being conducted. Purchaser has the power and authority to

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execute and deliver this Agreement and to consummate the transactions and perform the obligations contemplated by this Agreement;

(b) The execution and delivery of, and the consummation of the transactions contemplated by, this Agreement have been duly authorized by all necessary action of Purchaser. This Agreement constitutes, and all instruments required to be executed and delivered by Purchaser before or at the Closing will constitute, the valid and binding obligations of Purchaser. All persons who have executed this Agreement on behalf of Purchaser have been duly authorized to do so by all necessary action of Purchaser and all persons who execute instruments required to be executed and delivered by Purchaser before or at the Closing shall have been duly authorized to do so by all necessary corporate action of Purchaser;

(c) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will violate any contract or agreement or any judgment, order, injunction, decree or award against, or binding upon, Purchaser or upon the property or business of Purchaser, which violation would prevent consummation of the transaction contemplated by this Agreement; and

(d) Purchaser shall pay all filing fees, license fees, application fees and other similar charges and fees incurred in connection with any request or application to transfer, issue or reissue, and otherwise use its reasonable best efforts to obtain, any license, permit, authorization, approval or consent maintained by Seller in connection with the Assets to be Acquired sought by Purchaser pursuant to this Agreement.

## ARTICLE 10

### DEFAULT

(a) In the event the purchase and sale of the Assets to be Acquired pursuant to this Agreement is not closed and consummated through default by Seller for any reason other than default by Purchaser, then Purchaser's sole and exclusive rights and remedies arising out of such circumstance shall be to either (i) terminate this Agreement and receive a refund of the Earnest Money, in which event Purchaser shall have no claim against Seller for damages arising out of such circumstance and all rights and obligations hereunder shall be extinguished, except for those matters to survive the termination of this Agreement pursuant to the express terms of this Agreement, or (ii) pursue an action against Seller in equity for the specific performance of the obligations of Seller under this Agreement, which action for specific performance must be filed in a court of competent jurisdiction in Gwinnett County, Georgia within sixty (60) days following the date that Purchaser first discovered such default of Seller.

(b) In the event the purchase and sale of the Assets to be Acquired pursuant to this Agreement is not closed and consummated through default by Purchaser for any reason other than default by Seller, then the Escrow Agent shall deliver the Earnest Money to Seller as the full and only liquidated damages for such default of Purchaser, and as the sole remedy of Seller for any such default by Purchaser, and thereupon neither of the parties hereto shall have any rights, duties, obligations, or liabilities hereunder thereafter whatsoever except for those matters to

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survive the termination of this Agreement pursuant to the express terms of this Agreement, the parties hereto agreeing that such amount constitutes a reasonable pre-estimate of Seller's probable damages and is not intended as a penalty.

(c) Any party claiming default by the other party hereunder shall give written notice thereof and allow the defaulting party seven (7) days from the notice thereof to cure said default before exercising its remedies hereunder. The terms and provisions of this Article 10 shall survive the termination of this Agreement notwithstanding anything contained in this Agreement to the contrary.

## ARTICLE 11

### CONDITIONS TO SELLER'S OBLIGATIONS

Except as may be waived in writing by Seller, the obligations of Seller to effect and consummate the transactions contemplated hereby shall be subject to the following conditions:

(a) The covenants, representations and warranties of Purchaser contained in this Agreement shall have been true when made and shall continue to be true as of the Closing Date with the same effect as though made on such date; and

(b) On the Closing Date there shall not be any outstanding order of any court or governmental authority, commission, board or agency restraining or preventing the carrying out of the transactions provided for herein, or any proceeding pending, or litigation pending or threatened, against Purchaser by any governmental authority, commission, board or agency by which, in the reasonable judgment of Seller, makes or would make the transaction contemplated by this Agreement inadvisable.

## ARTICLE 12

### CONDITIONS TO PURCHASER'S OBLIGATIONS

Except as may be waived in writing by Purchaser, the obligations of Purchaser to effect and consummate the transactions contemplated hereby shall be subject to the following conditions:

(a) The covenants, representations and warranties of Seller contained in this Agreement shall have been true when made and shall continue to be true as of the Closing Date with the same effect as though made on such date;

(b) On the Closing Date there shall not be any outstanding order of any court or governmental authority, commission, board or agency restraining or preventing the carrying out of the transactions or the operation of the Business provided for herein, or any proceeding pending, or litigation pending or threatened, against Seller by any governmental authority, commission, board or agency by which, in the reasonable judgment of Purchaser, makes or would make the transaction contemplated by this Agreement inadvisable; and

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(c) Purchaser shall be satisfied with the results of its due diligence investigation conducted in accordance with Article 3 hereof.

### ARTICLE 13

#### TERMINATION

This Agreement may be terminated at any time prior to Closing as follows:

- (a) By mutual agreement, in writing, of Seller and Purchaser;
- (b) By Purchaser during the due diligence period as provided in Paragraph 3.3 above;

or

(c) By Seller or Purchaser if the Closing fails to take place on or before the Closing Date, unless extended by mutual consent of the parties hereto, or unless such failure is due to a breach hereof by the party electing to terminate this Agreement.

### ARTICLE 14

#### MISCELLANEOUS

14.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and permitted assigns.

14.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Georgia. In the event that any dispute hereunder results in the filing of a legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Gwinnett County, Georgia.

14.3 Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

14.4 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or sent by regular U.S. mail, postage prepaid and,


- (a) If to Seller, addressed to:

Dean C. Dow  
5555 Golf Club Drive

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Braselton, Georgia 30517  
USA

(b) If to Purchaser, addressed to:

Minds Group, LLC   
~~No. 336, Zhongzheng 3<sup>rd</sup> Street~~ 1000 N. West, Suite 1200  
~~Yongkang District, Tainan 71081~~ Wilmington, DE 19801  
~~Taiwan ROC~~ USA

or to such other place or places or to such other person or persons as shall be designated in writing by the parties hereto.

14.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

14.6 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made.

14.7 Amendments. This Agreement may be modified only by written instrument signed by each of the parties hereto.

14.8 Severability. In the event that any provision of this Agreement is found to be unenforceable or void either in whole or in part, the offending provision shall be construed as valid and enforceable only to the extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

14.9 Costs of Closing. The parties shall pay their own legal and accounting fees incident to the consummation of the transaction contemplated hereunder. Purchaser shall pay all fees or other costs necessary to transfer the Assets to be Acquired to Purchaser.

14.10 No Broker or Finder. Purchaser represents and warrants to Seller that no broker, agent, finder or other financial consultant has acted on Purchaser's behalf or is entitled to a commission or fee in connection with this Agreement or the transactions contemplated by this Agreement. Seller represents and warrants to Purchaser that no broker, agent, finder or other financial consultant acted on Seller's behalf, or on behalf of any of its members, or is entitled to a commission or fee in connection with this Agreement or the transactions contemplated by this Agreement.

14.11 Assignment. All rights and obligations of Seller under this Agreement are assignable to the shareholders of Seller upon liquidation of Seller. Purchaser shall have the right to assign this Agreement to any corporation or other entity, the majority of the stock or other ownership interest in of which is owned by Purchaser. Except as expressly provided herein, all rights and

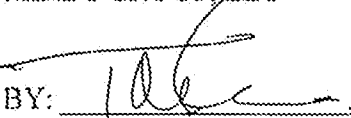
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obligations of a party or its permitted assigns under this Agreement shall not be assigned without the prior written consent of the other party which may be withheld in the sole discretion of said party.

IN WITNESS WHEREOF, each of the parties hereto has signed and sealed, or caused their duly authorized officers to execute, this Agreement, all on the day and year first above written.

PURCHASER:

MINDS GROUP, LLC

BY:  \_\_\_\_\_

NAME: TOMMY CHEN

ITS: MEMBER/MANAGER

SELLER:

BLUE COMPETITION CYCLES, LLC

BY: \_\_\_\_\_

NAME: STEVEN HARAD

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: JEFFERY REECE

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: DEAN C. DOW

ITS: CHIEF OPERATING OFFICER

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MINDS GROUP, LLC

BY: \_\_\_\_\_

NAME: TOMMY CHEN

ITS: MEMBER/MANAGER

SELLER:

BLUE COMPETITION CYCLES, LLC

BY: Steven Harad 1/13/14

NAME: STEVEN HARAD

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: JEFFERY REECE

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: DEAN C. DOW

ITS: CHIEF OPERATING OFFICER

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MINDS GROUP, LLC

BY: \_\_\_\_\_

NAME: TOMMY CHEN

ITS: MEMBER/MANAGER

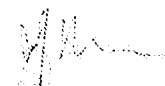
SELLER:

BLUE COMPETITION CYCLES, LLC

BY: \_\_\_\_\_

NAME: STEVEN HARAD

ITS: DIRECTOR



BY: \_\_\_\_\_

NAME: JEFFERY REECE

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: DEAN C. DOW

ITS: CHIEF OPERATING OFFICER

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PURCHASER:

SELLER:

MINDS GROUP, LLC

BLUE COMPETITION CYCLES, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: TOMMY CHEN

NAME: STEVEN HARAD

ITS: MEMBER/MANAGER

ITS: DIRECTOR

BY: \_\_\_\_\_

NAME: JEFFERY REECE

ITS: DIRECTOR

BY: Dean C. Dow

NAME: DEAN C. DOW

ITS: CHIEF OPERATING OFFICER

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