

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hearthware, Inc.		01/01/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	NuWave, LLC		
Street Address:	1795 N. Butterfield Rd.		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85893256	360 NUWAVE INFRARED OVEN	
Serial Number:	85810352	BOTTLE-LOCKERS	
Serial Number:	85287721	DURALON	
Serial Number:	85179786	FLAVOR LOCKERS	
Serial Number:	85180144	FLAVOR-LOCKERS	
Serial Number:	77204139	FOOT CLAW	
Serial Number:	86013677	FRUIT & VEGGIE GUARD	
Serial Number:	86008611	FRUIT & VEGGIE GUARD	
Serial Number:	86278758	I-ROAST	
Serial Number:	85470277	LIVE WELL FOR LESS	
Serial Number:	85388551	LIVING WELL FOR LESS	
Serial Number:	77738632	MORNINGWARE	
Serial Number:	78142212	NU WAVE	
Serial Number:	85672499	NUWAVE COOKTOP	
Serial Number:	86027695	NUWAVE FLAVOR LOCKERS	
Serial Number:	86078508	NUWAVE GOLD PAN	
Serial Number:	86167719	NUWAVE LED	
Serial Number:	86026937	NUWAVE MINI INFRARED OVEN	
Serial Number:	86027105	NUWAVE MINI INFRARED OVEN	
Serial Number:	85899308	NUWAVE PERFECT LED	
TRADEMARK			

OP \$965.00 85893256

Property Type	Number	Word Mark
Serial Number:	86086081	NUWAVE PERFECTGREEN COOKWARE
Serial Number:	85672072	NUWAVE PIC
Serial Number:	86010598	NUWAVE PIC2
Serial Number:	85672124	NUWAVE PRECISION
Serial Number:	85767789	NUWAVE PRECISION INDUCTION COOKTOP
Serial Number:	85893358	NUWAVE PRECISION INDUCTION COOKTOP 2
Serial Number:	85893332	NUWAVE PRECISION INDUCTION COOKTOP PRO
Serial Number:	78970367	NUWAVE PRO INFRARED OVEN
Serial Number:	86135757	NUWAVE PRO PLUS INFRARED OVEN
Serial Number:	86078461	PERFECT GOLD
Serial Number:	86086142	PERFECTGREEN
Serial Number:	85899177	THE LAST LIGHT BULB YOU'LL EVER BUY.
Serial Number:	85899211	THE LAST LIGHT BULB YOU'LL EVER REPLACE
Serial Number:	78970353	TWISTER NUWAVE
Serial Number:	86135804	ULTIMATE GOLD
Serial Number:	85705366	WHIP- IT
Serial Number:	77171197	WHIPTIDE
Serial Number:	76089986	PRECISION COFFEE ROASTER

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (224) 206-3018
 Email: legal@nuwavenow.com
 Correspondent Name: Jung (Jay) Moon
 Address Line 1: 1795 N. Butterfield Rd.
 Address Line 4: Libertyville, ILLINOIS 60048

NAME OF SUBMITTER:	Jung Moon
SIGNATURE:	/Jung Moon/
DATE SIGNED:	05/19/2014

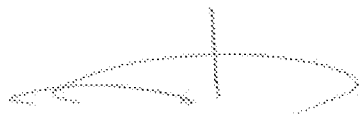
Total Attachments: 2

source=ASSET PURCHASE AGREEMENT(2013-12-30)#page1.tif
 source=ASSET PURCHASE AGREEMENT(2013-12-30)#page2.tif

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") dated as of December 30, 2013 is by and among HEARTHWARE, INC. located at 1795 Butterfield Road, Libertyville, IL 60048 ("Seller") and NUWAUVE, LLC located at 1795 Butterfield Road, Libertyville, IL 60048 ("Buyer"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in reliance upon the mutual covenants and agreements hereinafter set forth and subject to the terms and conditions herein contained, Seller and Buyer agree as follows:

1. Agreement to Transfer Assets. Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, free and clear of Encumbrances, effective as of the January 1st, 2014, all of the Assets and Liabilities as listed and identified in Exhibit A ("Assets and Liabilities"). These Assets and Liabilities include Cash, Accounts Receivable, Inventories, Other Current Assets, Buildings and Other Depreciable Assets, Intangible Assets, Other Assets and Accounts Payable balances listed in Exhibit A dated on January 1st, 2014.
2. Assets Excluded, Liabilities Not Assumed. Seller shall not sell and Buyer shall not purchase any assets other than the Assets and Liabilities described in Exhibit A of this Agreement. Buyer shall not be required to assume or be obligated to pay, discharge or perform any debts, liabilities, adverse claims, or obligations of any kind or nature whatsoever to Seller, whether in connection with the Assets or otherwise and whether arising before or after the consummation of the transactions contemplated herein, or bear any cost or charge with respect thereto.
3. Employment. Buyer shall take all employees of Seller.
4. Accounting. Buyer shall account all incomes and expenses for the Seller's business starting Effective Date.
5. Effective Date. This Asset Purchase Agreement is effective on January 1, 2014.
6. Purchase Price. The Purchase Price shall be Zero (\$0).
7. Method of Payment. Buyer shall assume Seller's Accounts Payable as listed in Exhibit B, and Buyer shall owe to Seller or the Seller's designated third party Notes Payable for the amounts as listed in Exhibit C.
8. Additional Agreement. Buyer and Seller can make any additional Agreement after the Effective Date, and the Additional Agreement can be attached to this Agreement.



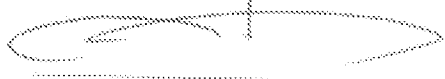
TRADEMARK

REEL: 005282 FRAME: 0734

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

Buyer

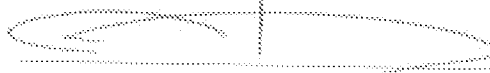
Nuwave, LLC



Jung Moon, its Member

Seller

Hearthware, Inc.



Jung Moon, its President