

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313340

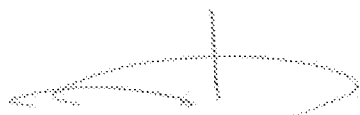
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hearthware Home Products, Inc.		01/01/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NuWave, LLC		
<b>Street Address:</b>	1795 N Butterfield Rd		
<b>City:</b>	Libertyville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60048		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2841073	I-ROAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	(224) 206-3018		
<b>Email:</b>	legal@nuwavenow.com		
<b>Correspondent Name:</b>	Christopher Nunley		
<b>Address Line 1:</b>	1795 N Butterfield Rd		
<b>Address Line 4:</b>	Libertyville, ILLINOIS 60048		
<b>NAME OF SUBMITTER:</b>	Jung Sik Moon		
<b>SIGNATURE:</b>	/Jung Sik Moon/		
<b>DATE SIGNED:</b>	08/07/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 2841073

## 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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.



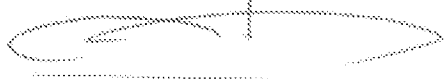
TRADEMARK

REEL: 005339 FRAME: 0341

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

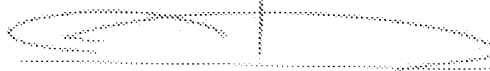
Nuwave, LLC



Jung Moon, its Member

Seller

Hearthware, Inc.



Jung Moon, its President