

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lippincott Acquisition, LLC		07/25/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	beyond79, LLC		
Street Address:	6201 College Boulevard, Suite 210		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76608299	1-800-GOLDKIT	
Serial Number:	76608298	GOLDKIT.COM	
Serial Number:	77222701	GOLDKIT	
Serial Number:	77463951	RED SWAN	
Serial Number:	77427013	RED SWAN	
Serial Number:	77222767	THINGSWEBUY	
Serial Number:	76505756	THINGSWEBUY	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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>			
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Kris Kappel		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	kansas city, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	521295.2		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/kris kappel/		
DATE SIGNED:	08/10/2014		

CH \$190.00 76608299

Total Attachments: 36

source=redactedapa#page1.tif
source=redactedapa#page2.tif
source=redactedapa#page3.tif
source=redactedapa#page4.tif
source=redactedapa#page5.tif
source=redactedapa#page6.tif
source=redactedapa#page7.tif
source=redactedapa#page8.tif
source=redactedapa#page9.tif
source=redactedapa#page10.tif
source=redactedapa#page11.tif
source=redactedapa#page12.tif
source=redactedapa#page13.tif
source=redactedapa#page14.tif
source=redactedapa#page15.tif
source=redactedapa#page16.tif
source=redactedapa#page17.tif
source=redactedapa#page18.tif
source=redactedapa#page19.tif
source=redactedapa#page20.tif
source=redactedapa#page21.tif
source=redactedapa#page22.tif
source=redactedapa#page23.tif
source=redactedapa#page24.tif
source=redactedapa#page25.tif
source=redactedapa#page26.tif
source=redactedapa#page27.tif
source=redactedapa#page28.tif
source=redactedapa#page29.tif
source=redactedapa#page30.tif
source=redactedapa#page31.tif
source=redactedapa#page32.tif
source=redactedapa#page33.tif
source=redactedapa#page34.tif
source=redactedapa#page35.tif
source=redactedapa#page36.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of July 25, 2014, by and among Beyond79, LLC, a Delaware limited liability company ("Buyer"), John Galt Refining, LLC, a Nevada limited liability company ("JGR"), Lippincott Acquisition, LLC, a Florida limited liability company ("Lippincott" and collectively with JGR, the "Seller"), and David Andrews (the "Majority Member").

1. SALE AND TRANSFER OF ASSETS

1.1 Assets to be Sold. Effective as of 12:01 a.m. on the date hereof (the "Effective Time"), Seller hereby sells, conveys, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, free and clear of any encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, but excluding the Excluded Assets (the "Assets"). Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any liability related to the Assets unless Buyer expressly assumes that liability pursuant to Section 1.4(a).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Agreement, the assets of Seller (collectively, the "Excluded Assets") set forth on Schedule 1.2 are not part of the sale and purchase contemplated hereunder.

2. REPRESENTATIONS AND WARRANTIES OF SELLER AND MAJORITY MEMBER. Seller and the Majority Member represent and warrant, jointly and severally, to Buyer to the matters set forth on Schedule 2.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED

ENTIRETY OF THIS PAGE HAS BEEN REDACTED

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

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

Buyer:

Beyond79, LLC

By: 

Name: *David Kussman*

Title: *Authorized Person*

Majority Member:

David S. Andrews

Seller:

John Galt Refining, LLC

By: _____

Name: David S. Andrews

Title: CEO/Manager

Lippincott Acquisition, LLC

By: _____

Name: David S. Andrews

Title: Manager

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

Buyer:

Beyond79, LLC

By: _____

Name:

Title:

Majority Member:



David S. Andrews

Seller:

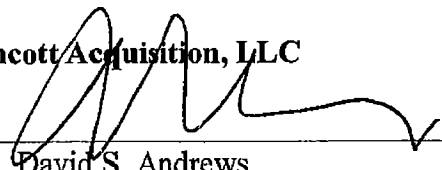
John Galt Refining, LLC

By:  _____

Name: David S. Andrews

Title: CEO/Manager

Lippincott Acquisition, LLC

By:  _____

Name: David S. Andrews

Title: Manager

Schedule 1.2

Excluded Assets

1. All contracts of Seller will be deemed Excluded Assets; provided that, the following contracts will be included within the Assets:

Real property lease

Radiation machine lease

2. All equity interests in third parties, including any equity interest in Lippincott.

3. David Andrew's personal computers, phones and other equipment as more specifically described below and all email, email accounts and personal documents:

4. David Andrew's personal

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

Schedule 2

Representations and Warranties of Seller and Majority Member

Seller and the Majority Member represent and warrant, jointly and severally, to Buyer to the matters set forth on Schedule 2.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

Intellectual Property Assets.

(a) The term "Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including (i) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, trade dress, service marks and applications, (ii) all patents, patent applications and inventions and discoveries that may be patentable, (iii) all registered and unregistered copyrights in both published works and unpublished works (including content or information contained in any web site), (iv) all know-how, trade secrets, confidential or proprietary information, customer and supplier lists, software, technical information, data, formulae, manufacturing processes, designs, process technology, plans, drawings and blue prints and other proprietary and confidential information, excluding any rights in respect of any of the foregoing that comprise or are protected by copyrights or patents, and (v) all rights in internet web sites and internet domain names presently used by Seller. Schedule 2.18 contains a complete and accurate list of all Intellectual Property Assets. The Intellectual Property Assets are all those necessary for the operation of Seller's business as it is currently conducted. Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets. To Seller's knowledge, there is no potentially interfering trademark, patent or trademark or patent application of any other person. No trademark or patent of Seller is infringed or, to Seller's knowledge, has been challenged or threatened in any way.

(b) The computer systems, including the software, firmware, hardware, networks, interfaces, platforms and related systems used or currently planned to be used in the conduct of Seller's businesses (collectively, "Systems") are sufficient for the immediate and anticipated future needs of Seller's businesses, as currently contemplated, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner. All Systems, other

than software licensed from Third Parties, used in Seller's business are owned and operated by and are under the control of the Seller, and are not wholly or partly dependent on any facilities which are not under the ownership, operation or control of Seller.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED

Schedule 2.18
Intellectual Property Assets

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

Trademarks:

1-800-GoldKit: 76608299

Goldkit.com: 76608298

GoldKit: 77222701

RedSwan: 77463951, 77427013

Things We Buy: 77222767, 76505756

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.

ENTIRETY OF THIS PAGE HAS BEEN REDACTED.