

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wehmeier's, Inc

- Individual(s)
- Partnership
- Corporation- State: Louisiana
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Louisiana

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 31, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Linda Wattman, LLC
 Street Address: 333 Canal St, Suite 217
 City: New Orleans
 State: Louisiana
 Country: USA Zip: 70130

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other LLC Citizenship Louisiana

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s) 3,507,280
3,507,281 3,582,214 3,582,213

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda Wattman

Internal Address: Suite 217

Street Address: 333 Canal St.

City: New Orleans

State: LA Zip: 70130

Phone Number: 504-681-2082

Docket Number: _____

Email Address: shop@wehmeiers.com

6. Total number of applications and registrations involved:

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7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Credit card attached

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Linda Wattman

Signature

8/7/2014

Date

Linda Wattman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$115.00 3507280

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of this 31st day of December, 2011, by and between: (1) Wehmeier's, Inc. ("Seller") and (2) Linda Waltman, L.L.C. ("Buyer").

WHEREAS, Seller is engaged in the business of selling of boots, exotic leather belts, handbags and other accessories situated at 333 Canal Street, Suite 217, New Orleans, Louisiana; and

WHEREAS, the Seller desires to sell and Buyer desires to acquire the certain assets, properties and goods of the Seller located at 333 Canal Street, Suite 217, New Orleans, Louisiana (the "Transferred Business"), pursuant to and in accordance with the terms and conditions of this Agreement;

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

(1) Purchase and Sale of the Purchased Assets. Seller shall, at the Closing (as hereinafter defined), convey, sell, transfer, assign and deliver to Buyer all of Seller's right, title and interest in and to only the following specifically described assets and properties, tangible and intangible of and pertaining to or used in the Transferred Business (such assets and properties being collectively referred to as the "Purchased Assets"):

(a) all inventory of exotic leather belts, boots, handbags and other accessories included on Exhibit "B" attached hereto and made a part thereof as well as consumables, materials, supplies, furniture, fixtures, cash registers, office equipment, and computers of Seller pertaining to the Transferred Business, and all warranties and guaranties thereto and rights of action of Seller therefor;

(b) all customer lists and business records of the Store;

(c) the Seller's rights, benefits and interest under all the contracts and agreements, written or oral, relating to the operations of the Transferred Business; and

(d) all intangible assets, trade names, service marks and service names and applications therefor, and goodwill used in connection with the operation of the Transferred Business including, but not limited to the "Wehmeier's" name.

(2) Closing. The purchase and sale of the Purchased Assets shall be consummated at a closing (the "Closing") which shall take place on December 31, 2011, or such other date as the parties hereto agree (the "Closing Date"), at the offices of a Closing Notary selected by Buyer.

(3) Instruments of Conveyance and Transfer. On the Closing Date, Seller and Buyer shall execute a Bill of Sale in the form attached as EXHIBIT A hereof, together with, such other deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and assignment, reasonably satisfactory in form and substance to Seller and Seller's counsel, as shall be effective to vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets. Simultaneously with such delivery, the Seller shall take all additional steps as may be reasonably necessary to put Buyer in possession and operating control of the Purchased Assets as of the Closing Date. Purchaser is purchasing only assets and rights of Seller, and the parties agree that Purchaser does not and will not assume any responsibility or liability whatsoever for any debts, obligations, or other liabilities arising in connection with the Assets of Seller's Business prior to the effective time of the Closing or attributable to work or services performed by Seller prior to the Closing or other facts and circumstances existing at the Closing, including but not limited to any liability of Seller or the Shareholders for negligence, personal injury, property damage, negligence, intentional torts, other delictual actions.

(4) The Purchase Price. The purchase price for the Purchased Assets being the full and true sum of ONE HUNDRED THIRTY-EIGHT ONE HUNDRED AND TEN AND NO/100THS (\$138,110.00) DOLLARS cash.

(5) Allocation of Purchase Price. The parties covenant and agree that the Purchase Price shall be allocated among the Purchased Assets in accordance with EXHIBIT B, and the parties hereto agree to report this transaction for federal and state tax purposes in accordance therewith.

(6) Sales and Use Tax. Seller shall pay any Sales or Use tax payable by reason of the sale of any of the assets under this Agreement.

(7) Records. Each party will forward to the other party all correspondence, documents or payments relating to the Transferred Business sold hereunder to which the other party is entitled under the terms of this Agreement.

(8) Title to Properties; Encumbrances. The Seller warrants that Seller has good, valid and marketable title to all the Purchased Assets, free and clear of all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, including, without limitation, leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements.

(9) Intervenors. Marcia Anne Wehmeier Cassanova and Connie May Usannaz deGruy intervene to acknowledge that they have reviewed this Agreement, have had the opportunity to hire counsel, and agree with the terms and conditions of this Agreement.

(10) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective as of the date set forth above.

WITNESSES:

Ramon Jose Buras
Print Name: RAMON JOSE BURAS

Carl J. Servatny
Print Name: Carl J. Servatny

WEHMEIERS, INC., Seller

By: *Linda Waltman*
Alvin P. Wehmeier, represented by his Agent and Attorney-in-Fact, Linda W. Waltman

By: *Linda Waltman*
Linda W. Waltman, Vice President

LINDA WALTMAN, L.L.C., Buyer

By: *Linda Waltman*
Linda W. Waltman, Manager

INTERVENORS:

Marcia Anne Wehmeier Cassanova
~~Marcia~~ Marcia Ann Wehmeier Cassanova

Connie May Usannaz deGruy
Connie May Usannaz deGruy

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EXHIBIT A**PURCHASED ASSETS**
BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale and Assignment), made, executed and delivered as of December 31, 2011, by and between WEHMEIER'S, INC. and LINDA WALTMAN, L.L.C. (the "Buyer");

WITNESSETH:

WHEREAS, the Seller and the Buyer are parties to that certain Asset Purchase Agreement, dated December 31, 2011 (the "Asset Purchase Agreement" or the "Agreement"), providing for the transfer, conveyance and assignment to the Buyer of certain assets used in connection with Seller's business located at 333 Canal Street, Suite 217, New Orleans, Louisiana (the "New Orleans Office"); and

WHEREAS, the parties now desire to carry out the intent and purpose of the Agreement by Seller's execution and delivery to the Buyer of this instrument evidencing the vesting in Buyer of the Assets (as defined below);

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to the Seller in hand paid by Buyer, the receipt and sufficiency of which by Seller is hereby acknowledged, Seller does hereby convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm unto Buyer, and Buyer's successors and assigns forever, the following assets owned by the Seller pertaining to and/or used at or in connection with the operations of the Seller's business (the "Transferred Business"), as the same shall exist on the date hereof, including without limitation the following assets (the "Purchased Assets"):

- (a) all inventory of exotic leather belts, boots, handbags and other accessories included in the Asset Purchase Agreement as well as consumables, materials, supplies, furniture, fixtures, cash registers, office equipment, and computers of Seller pertaining to the Transferred Business, and all warranties and guaranties thereto and rights of action of Seller therefor;
- (b) all customer lists and business records of the Store;
- (c) the Seller's rights, benefits and interest under all the contracts and agreements, written or oral, relating to the operations of the Transferred Business; and
- (d) all intangible assets, trade names, service marks and service names and applications therefor, and goodwill used in connection with the operation of the Transferred Business including, but not limited to the "Wehmeier's" name.

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TO HAVE AND TO HOLD the Purchased Assets unto Buyer, and Buyer's successors and assigns, to his and their own use and benefit forever.

AND Seller hereby warrants that Seller has good, valid and marketable title to all the Purchased Assets, free and clear of all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, including, without limitation, leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements.

Buyer does hereby assume and agree to abide by and perform each and every of Seller's obligations arising out of or relating to the Purchased Assets which are to be performed on or after the date hereof.

THIS BILL OF SALE AND ASSIGNMENT and the covenants and agreements herein contained shall be binding upon Seller, and Seller's successors and assigns, and shall inure to the benefit of Buyer, and Buyer's successors and assigns. This Bill of Sale and Assignment shall not create any third party beneficiary rights.

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IN WITNESS WHEREOF, Seller has hereby executed this Bill of Sale and Assignment as of the date first above written.

WITNESSES:

WEHMEIERS, INC., Seller

Print Name: _____

By: _____
Alvin P. Wehmeier, represented by his
Agent and Attorney-in-Fact, Linda W.
Waltman

Print Name: _____

By: _____
Linda W. Waltman, Vice President

LINDA WALTMAN, INC., Buyer

By: _____
Linda W. Waltman

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EXHIBIT B

ALLOCATION OF PURCHASE PRICE

Trademarks, Tradenames, Intangible Assets, etc.	\$	<u>1.00</u>	
Total Value of Intangible Assets			\$ 1.00
Equipment and Fixtures			
Point of Sale (Reconditioned Once)	\$	1,600.00	
Security System	\$	400.00	
Office Computer	\$	175.00	
Office Printer	\$	100.00	
Phones	\$	500.00	
Glass Shelving	\$	350.00	
Two 4-Drawer Filing Cabinets (\$170 each)	\$	100.00	
Eleven Silver Large Inventory Shelves (\$90 each)	\$	500.00	
Four "Bombay" Shelves	\$	200.00	
Four Black Wire Shelves (\$80 each)	\$	100.00	
Seven Ikea Glass Display Cabinets	\$	175.00	
Ornate Display Desk	\$	100.00	
Two Ikea Office Chairs (\$80 each)	\$	40.00	
Two Floor Seating Chairs (\$100 each)	\$	50.00	
Twelve Ikea/Wal-Mart Nesting Tables (3 for \$70)	\$	<u>120.00</u>	
Total Value of Equipment and Fixtures Assets:			\$ 4,510.00
Inventory			
Accessories	\$	8,100.00	
Belts	\$	23,280.00	
Boots - Ladies	\$	50,669.00	
Boots - Men	\$	34,000.00	
Furs	\$	6,400.00	
Handbags	\$	9,400.00	
Luggage/Briefs	\$	850.00	
Rugs/Home	\$	200.00	
Silver	\$	<u>700.00</u>	
Total Value of Inventory:			\$ <u>133,599.00</u>
Total Purchase Price:			\$ <u>138,110.00</u>

