

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTM Productions, Inc.		10/01/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	RTM Productions, LLC		
Street Address:	201 Monroe Street		
Internal Address:	RSA Tower 20th Floor		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	85500301	2 MIN TECH	
Serial Number:	85525908	2 MIN TECH	
Serial Number:	75329957	AMERICAN SHOOTER	
Serial Number:	85357128	BEST US TECH	
Serial Number:	85862888	DETROIT MUSCLE	
Serial Number:	85960334	DETROIT MUSCLE	
Serial Number:	85960320	ENGINE POWER	
Serial Number:	75980803	EVERYTHING OUTDOORS	
Serial Number:	85507596	GREAT BUILDS	
Serial Number:	77568774	HEROES OF HIGH PERFORMANCE	
Serial Number:	75720501	HORSE POWER TV	
Serial Number:	78667526	MUSCLECAR 1 2 3 4	
Serial Number:	85513862	OFF-ROAD ACTION	
Serial Number:	77696987	POWER BLOCK MAGAZINE	
Serial Number:	76597334	POWERBLOCK	
Serial Number:	78947550	POWERBLOCK	
Serial Number:	85129361	POWERBLOCK	
Serial Number:	86230320	POWERBLOCK	
Serial Number:	78956790	POWERBLOCK	
TRADEMARK			

OP \$815.00 85500301

Property Type	Number	Word Mark
Serial Number:	85729743	POWERBLOCK DRIVEWAY RESCUE
Serial Number:	85109423	POWERBLOCK SEARCH & RESTORE
Serial Number:	85109436	POWERBLOCK SEARCH & RESTORE
Serial Number:	86101793	POWERNATION DRIVEWAY RESCUE
Serial Number:	86010673	POWERNATION TV
Serial Number:	76159494	RTM PRODUCTIONS
Serial Number:	85147612	SEARCH & RESTORE
Serial Number:	75671003	THE HORSEPOWER TV AUTO HOW-TO SHOW
Serial Number:	78320305	TOP DEAD CENTER
Serial Number:	85960314	TRUCK TECH
Serial Number:	75670954	TRUCKS! TV FOR AMERICA'S TRUCK ENTHUSIAS
Serial Number:	78473411	XTREME 4X4
Serial Number:	85960327	XTREME OFF ROAD

CORRESPONDENCE DATA

Fax Number: 2054885891

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: 2052263404

Email: ppsmith@balch.com

Correspondent Name: Pam Smith

Address Line 1: 1901 Sixth Ave N, Suite 1500

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Pam Smith
SIGNATURE:	/psmith/
DATE SIGNED:	10/15/2014

Total Attachments: 45
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ASSET PURCHASE AGREEMENT

dated as of October 1, 2014

between

RTM PRODUCTIONS, INC.

and

RTM PRODUCTIONS, LLC

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of October 1, 2014 between **RTM Productions, LLC**, a Delaware limited liability company ("Buyer"), and **RTM Productions, Inc.**, a Tennessee corporation ("Seller").

BACKGROUND STATEMENT

Seller is a marketing company specializing in producing automotive content for distribution via cable television, mobile devices and over-the-top delivery. Joseph T. St. Lawrence, Jr. ("Joe") and Patty St. Lawrence ("Patty") desire to transfer the personal goodwill associated with Business (the "St. Lawrence Goodwill"). Buyer desires to purchase from Seller, Patty and Joe substantially all of Seller's assets and the St. Lawrence Goodwill and assume certain specified liabilities, and Seller, Patty and Joe desire to sell to Buyer substantially all of Seller's assets and the St. Lawrence Goodwill and transfer certain of Seller's specified liabilities, on the terms and subject to the conditions hereinafter set forth. Joe and Patty are the primary shareholders of Seller and will receive a direct and substantial benefit from the purchase and sale described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among the parties as follows:

REDACTED

REDACTED

- (r) "Copyrights" means all copyrights, copyright applications, registrations and similar rights used by the Business (other than those included in the Excluded Assets, if any), including those registered copyrights and copyright applications identified on Schedule 3.06.

REDACTED

REDACTED

- (gg) "Intangible Property" means: (i) the Copyrights; (ii) the Patents; (iii) the Trademarks; (iv) the Trade Secrets; (v) all domain names related to the Business; (vi) all Software; and (vii) all goodwill, if any, associated therewith.

REDACTED

REDACTED

REDACTED

- (zz) "Trademarks" means all of those trade names, trademarks, service marks, jingles, slogans, logos, trademark and service mark registrations and trademark and service mark applications (other than those included in Excluded Assets) owned, used, held for use, licensed by or leased by Seller relating to the Business as set forth on Schedule 3.06 and the goodwill appurtenant thereto.

REDACTED

REDACTED

REDACTED

**ARTICLE II.
PURCHASE AND SALE**

SECTION 2.01 Purchase and Sale.

Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Liens, other than Permitted Liens, all right, title and interest Seller possesses and has a right to transfer in, to and under the assets, contracts, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, primarily owned, held or used in the conduct of the Business by Seller as the same shall exist on the date of this Agreement, including all assets shown on the Reference Balance Sheet and not disposed of the ordinary course of business, and all assets primarily owned, held, or used in the conduct of the Business thereafter acquired by Seller, but excluding the Excluded Assets (the "Purchased Assets"), and including, without limitation, all right, title and interest Seller possesses and has a right to transfer in, to and under (other than the Excluded Assets):

REDACTED

- (e) all Intangible Property;

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

SECTION 3.06 Intangible Property.

Except as set forth on Schedule 3.06:

REDACTED

- (c) Except for the Excluded Assets, the Intangible Property includes all material Copyrights, Patents and Trademarks used in the operation of the Business.

- (e) All material Copyrights and Trademarks that are owned by Seller and are registered or filed are described, listed or set forth on Schedule 3.06, are transferable to Buyer without the consent of any third party and none of which have been licensed to any third party.

REDACTED

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

RTM PRODUCTIONS, INC.

By: _____
Its: Authorized Representative


RTM PRODUCTIONS, LLC

By: Paul A. McTeague
Its: Authorized Representative

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

RTM PRODUCTIONS, INC.

By: 
Its: Authorized Representative

RTM PRODUCTIONS, LLC

By: _____
Its: Authorized Representative

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Schedule 3.06

Intangible Property

(a)

None.

(b)

None.

(c)

None.

(d)







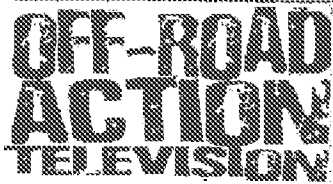
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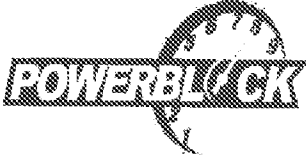





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Copyrights

Title	Reg. No.	Reg. Date
American shooter	PA0001205530	May 30, 2003
American shooter	PA0001205535	May 30, 2003
American shooter	PA0001205529	May 30, 2003
American shooter	PA0001205533	May 30, 2003
American shooter	PA0001205537	May 30, 2003
American shooter	PA0001205536	May 30, 2003
American shooter	PA0001205531	May 30, 2003
American shooter	PA0001205534	May 30, 2003
American shooter	PA0001205538	May 30, 2003
American shooter	PA0001205532	May 30, 2003
Horsepower	PA0001716871	August 3, 2010
Horsepower	PA0001716446	August 3, 2010
Horsepower	PA0001716421	August 3, 2010
MuscleCar	PA0001716349	August 3, 2010
MuscleCar	PA0001718627	August 3, 2010
MuscleCar : 2008 Season	PA0001716939	July 7, 2010
Trucks! : 2007 Season	PA0001716957	June 30, 2010
Trucks! : 2009-01 - 2009-23	PA0001716938	June 30, 2010
Trucks! : Season 2008	PA0001716937	June 30, 2010
Xtreme 4x4	PA0001716428	August 3, 2010
Xtreme 4x4 : 2007 Season	PA0001716954	June 30, 2010
Xtreme 4x4 : 2008 Season	PA0001716940	June 30, 2010

Trademarks

COUNTRY	MARK/ TITLE	IMAGE	DATE FILED	SERIAL NO.	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
United States of America	2 MIN TECH		Dec 20, 2011	85500301	4265941	Dec 25, 2012	Registered
United States of America	2 MIN TECH & Design		Jan 26, 2012	85525908	4404036	Sep 17, 2013	Registered
United States of America	AMERICAN SHOOTER & DESIGN		Jul 24, 1997	75329957	2189297	Sep 15, 1998	Registered
United States of America	BEST US TECH		Jun 27, 2011	85357128	4277427	Jan 15, 2013	Registered
United States of America	DETROIT MUSCLE		Feb 28, 2013	85862888			Suspended
United States of America	DETROIT MUSCLE & Design		Jun 14, 2013	85960334	4540824	May 27, 2014	Registered
United States of America	ENGINE POWER & Design		Jun 14, 2013	85960320	4561336	Jul 1, 2014	Registered
United States of America	EVERYTHING OUTDOORS & Design		Jul 13, 1999	75980803	2749166	Aug 12, 2003	Registered
United States of America	GREAT BUILDS & Design		Jan 3, 2012	85507596	4302965	Mar 12, 2013	Registered
United States of America	HEROES OF HIGH PERFORMANCE		Sep 12, 2008	77568774	3608678	Apr 21, 2009	Registered
United States of America	HORSE POWER TV		Jun 30, 1999	75720501	2543334	Feb 26, 2002	Registered
United States of America	MUSCLECAR & Design		Jul 11, 2005	78667526	3415731	Apr 22, 2008	Registered
United States of America	OFF-ROAD ACTION TELEVISION & Design		Jan 11, 2012	85513862	4255533	Dec 4, 2012	Registered
United States of America	POWER BLOCK MAGAZINE & Design		Mar 23, 2009	77696987	3695424	Oct 13, 2009	Registered
United States of America	POWERBLOC K		Jun 15, 2004	76597334	2982794	Aug 9, 2005	Registered
United States of America	POWERBLOC K		Aug 8, 2005	78947550	3522708	Oct 21, 2008	Registered
United States of America	POWERBLOC K		Sep 14, 2010	85129361			Allowed
United States of America	POWERBLOC K		Mar 24, 2014	86230320			Published

United States of America	POWERBLOC K & Design		Aug 21, 2006	78956790	3268191	Jul 24, 2007	Registered
United States of America	POWERBLOC K DRIVEWAY RESCUE & Design		Sep 14, 2012	85729743	4456244	Dec 24, 2013	Registered
United States of America	POWERBLOC K SEARCH & RESTORE		Aug 17, 2010	85109423	4050454	Nov 1, 2011	Registered
United States of America	POWERBLOC K SEARCH & RESTORE & Design		Aug 17, 2010	85109436	4050455	Nov 1, 2011	Registered
United States of America	POWERNATION DRIVEWAY RESCUE & Design		Oct 25, 2013	86101793			Allowed
United States of America	POWERNATION TV & Design		Jul 15, 2013	86010673			Allowed
United States of America	RTM PRODUCTIONS		Nov 3, 2000	76159494	2524765	Jan 1, 2002	Registered
United States of America	SEARCH & RESTORE		Oct 7, 2010	85147612	4050576	Nov 1, 2011	Registered
United States of America	THE HORSEPOWER TV AUTO HOW-TO SHOW		Mar 30, 1999	75671003	2491226	Sep 18, 2001	Registered
United States of America	TOP DEAD CENTER		Oct 29, 2003	78320305	2982030	Aug 2, 2005	Registered
United States of America	TRUCK TECH & Design		Jun 14, 2013	85960314			Allowed
United States of America	TRUCKS! TV FOR AMERICA'S TRUCK ENTHUSIASTS		Mar 3, 1999	75670954	2485921	Aug 28, 2001	Registered
United States of America	XTREME 4X4		Aug 25, 2004	78473411	3042965	Jan 10, 2006	Registered
United States of America	XTREME OFF-ROAD & Design		Jun 14, 2013	85960327			Pending

(f)

None.