

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339241

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|---------------------------|
| Jason Huff | | 08/01/2014 | INDIVIDUAL: UNITED STATES |
| Shana Huff | | 08/01/2014 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Michael Ferrari |
| Street Address: | 5612 Bridgehampton Drive |
| City: | Powell |
| State/Country: | TENNESSEE |
| Postal Code: | 37849 |
| Entity Type: | INDIVIDUAL: UNITED STATES |
| Name: | Annette Ferrari |
| Street Address: | 5612 Bridgehampton Drive |
| City: | Powell |
| State/Country: | TENNESSEE |
| Postal Code: | 37849 |
| Entity Type: | INDIVIDUAL: UNITED STATES |
| Name: | Sunny Dayz Tanning |
| Street Address: | 5612 Bridgehampton Drive 9617 Countryside Center Lane |
| City: | Powell Knoxville |
| State/Country: | TENNESSEE |
| Postal Code: | 37849 37931 |
| Entity Type: | LIMITED LIABILITY COMPANY: TENNESSEE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 4352961 | SUNNY DAYZ |

CORRESPONDENCE DATA

Fax Number: 8554539376
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: (855)453-9376 x101

OP \$40.00 4352961

Email: ~~p17a318t@lexero.com~~ p17a318@lexero.com
Correspondent Name: Eric Menhart
Address Line 1: 420 C Street NE
Address Line 4: Washington, D.C. 20002

NAME OF SUBMITTER: Eric Menhart

SIGNATURE: /Eric Menhart/

DATE SIGNED: 04/24/2015

Total Attachments: 2

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AGREEMENT

This Agreement (this "Agreement") is dated effective August 1, 2014 (the "Effective Date"), by and between Jason Huff and Shana Huff (collectively, "Seller"), and Mike Ferrari, Annette Ferrari (collectively, the "Ferraris") and Sunny Dayz Tanning, LLC ("Buyer", and together with the Ferraris, collectively, "Buyer Parties").

WITNESSETH:

WHEREAS, Seller owns and operates a tanning salon known as Sunny Dayz tanning and fitness salon (the "Business") located at 9617 Countryside Center Lane, Knoxville, Tennessee (the "Location");

WHEREAS, Seller leases space for the Business at the Location pursuant to that certain Shopping Center Lease Agreement, dated February 5, 2009, by and between Countryside Development, LLC ("Landlord") and Jason Huff d/b/a Sunny Dayz Tanning Salon ("Tenant"), as extended on May 22, 2014, and as further modified pursuant to that certain Lease Amendment, dated July 18, 2014, (collectively, the "Lease"), a copy of the Lease is attached hereto as Exhibit 1, and Seller shall assign to Buyer Parties, and Buyer Parties shall assume from Seller, the Lease; and

WHEREAS, Seller and Buyer Parties have agreed that Seller shall sell to Buyer, and Buyer shall acquire from Seller, the assets owned by Seller related to the Business identified on Exhibit 2 (the "Assets"), and Buyer shall assume the Assumed Liabilities (as defined below) from Seller.

NOW, THEREFORE, the parties agree as follows:

1. Sale of the Assets. Seller hereby sells to Buyer all of Seller's right, title and interest in and to all of the Assets. The Assets are free and clear of all encumbrances, except for the VersaPro spray tan booth. Seller agrees to pay off the debt related to the VersaPro spray tan booth by August 10, 2014. For the avoidance of doubt, Seller shall retain and shall not transfer to Buyer, and Buyer shall not purchase from Seller, any of Seller's cash or any of Seller's assets not listed on Exhibit 2.

2. Purchase Price. The purchase price (the "Purchase Price") for the Assets is [REDACTED]. The Purchase Price (and all other amounts required to be paid by Buyer pursuant to this Agreement) shall be paid by Buyer to Seller in certified funds upon the execution of this Agreement.

3. Assets Sold "As is." Buyer acknowledges and agrees that (i) Buyer has inspected the Assets, (ii) Buyer is acquiring the Assets in "as is" condition, and (iii) Seller makes no representation or warranty with respect to the Assets or their condition.

4. Taxes. Seller will pay, when due, the tangible property taxes due on only the Assets for calendar year 2014. Although the actual amount of such tax will not be determined until after the Effective Date, based on the tangible property taxes due in prior years the parties estimate such taxes for 2014 will not exceed \$500. Seller will pay the final sales taxes related to the period of time prior to the Effective Date by August 10, 2014.

5. Assignment and Assumption of the Lease and Foreclosure Notice. Seller hereby assigns and transfers to Buyer Parties all of Seller's right, title and interest in and to the Lease. Buyer Parties hereby accept such assignment of the Lease and assume all the obligations of Seller arising or accruing on or after the Effective Date under the Lease, and Buyer Parties shall make all payments and keep and perform all conditions and covenants of the Lease in the same manner as if Buyer Parties were the original tenant thereunder. The parties acknowledge that Landlord consented to the assignment and transfer of the Lease to the Ferraris pursuant to the Lease Amendment referred to above and included as part of Exhibit 1.

Buyer Parties acknowledge that Seller has received notice (the "Foreclosure Notice"), a copy of which is attached hereto as Exhibit 3, that Landlord is in default on its obligations to First National Bank (the "Lender") and that the Lender has initiated foreclosure proceedings against the Landlord. Buyer Parties further acknowledge (i) that they have received and read the Lease and the Foreclosure Notice, (ii) that they must pay rent to the Lender as set forth in the Foreclosure Notice, and (iii) that Section 21 of the Lease provides that the purchaser at any foreclosure sale has the option, but not the obligation, to recognize the Lease. Seller makes no representations, warranties or guarantees to Buyer Parties.

regarding the enforceability of the Lease or that the purchaser at a foreclosure sale will recognize the Lease and Buyer Parties agree that Seller shall have no obligation whatsoever, and Buyer Parties unconditionally release Seller from any obligation whatsoever, to Buyer Parties if the purchaser at a foreclosure sale elects not to recognize the Lease or seeks to modify the Lease in any manner or if the Lease is not enforceable following the Effective Date.

As provided in the Lease Amendment, on the Effective Date Buyer shall pay Seller \$4,000, not as purchase price, but in lieu of the Landlord refunding Seller's security deposit under the Lease. Buyer Parties agree that Seller shall have no obligation to refund any security deposit to Buyer and that Buyer shall look solely to Landlord (or the purchaser at a foreclosure sale) for the refund of any security deposit under the Lease or otherwise.

6. Website, Phone Services and Trademark Assignment. Seller shall reasonably cooperate with Buyer (at no expense to Seller) after the Effective Date so that Buyer may continue to utilize the website address and telephone numbers previously utilized by Seller in connection with the Business. Additionally, after the Effective Date and at no expense to Seller, Seller shall execute and deliver such instruments of conveyance, assignment and transfer as Buyer may reasonably request in order to transfer and assign to Buyer the trademark related to the Sunny Dayz name.

7. Assumed Liabilities. As of the Effective Date, Buyer assumes and agrees to honor, discharge and perform all liabilities and obligations of Seller related to the Business listed on Exhibit 4 (collectively, the "Assumed Liabilities").

8. Confidentiality. The terms of this Agreement are and shall be treated strictly confidential. Neither party shall disclose the terms of this Agreement to any person or entity without the prior written consent of the other party, with the exception of a party's tax, legal or accounting advisors for the legitimate business purposes of such party, or as otherwise required by law. Nothing herein shall be deemed to prohibit any party hereto from disclosing the consummation of this transaction to the Lender or the Landlord or their representatives.

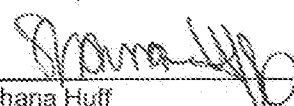
9. No Construction Against Drafter. Each of the parties to this Agreement has been represented by counsel who have each been involved in the drafting of this Agreement or have had an opportunity to have input into the drafting of this Agreement. Accordingly, this Agreement shall not be construed either against or in favor of any party based upon that party's role in drafting this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement.

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

SELLER:



Jason Huff




Shana Huff

FERRARIS:



Mike Ferrari



Annette Ferrari

BUYER:

Sunny Dayz Tanning, LLC

By: 

Mike Ferrari, President

By: 

Annette Ferrari, Secretary/Treasurer