

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organic Liaison, LLC		08/15/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	JC OL, LLC		
Street Address:	100 Ritchie Road		
City:	Woodway		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4296947	ORGANIC LIAISON'S RESCUE ME	
Registration Number:	4173678	CHUBBY BUDDYS	
Registration Number:	4166411	CHUBBY BUDDY	
Registration Number:	3934233	KIRSTIE ALLEY	
Registration Number:	3858061	CHUBBY BUDDIES	
Registration Number:	3831528	PHITTER	
Registration Number:	3842909	RELIEVE ME	
Registration Number:	3842908	PAGODA	
Registration Number:	3842907	NIGHTINGALE	
Registration Number:	3842906	RELEASE ME	
Registration Number:	3842905	ORGANIC LIAISON LIFE INSURANCE SOLUTIONS	
Registration Number:	3842904	ORGANIC LIAISON	
Registration Number:	3866438	KIRSTIE ALLEY	
CORRESPONDENCE DATA			
Fax Number:	7136581921		
<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>			
Phone:	7137528652		
Email:	jHUDSON@CRAINCATON.COM		
TRADEMARK			

CH \$340.00 4296947

Correspondent Name: James E. Hudson III
Address Line 1: 1401 McKinney
Address Line 2: Suite 1700
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	JC OL
NAME OF SUBMITTER:	James E. Hudson III
SIGNATURE:	/James E. Hudson III/
DATE SIGNED:	11/19/2015

Total Attachments: 8

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made as of the 15th day of August, 2014, by and between JC OL, LLC, a Texas limited liability company (the "Purchaser") and ORGANIC LIAISON, LLC, a Florida limited liability company (the "Seller").

RECITALS:

A. The Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain assets related to the Seller's Business owned and developed by the Seller, all on the terms and subject to the conditions set forth in this Agreement.

B. The Purchaser is a wholly owned subsidiary of JC USA, Inc., a Texas corporation (the "Parent").

C. Prior to the date of this Agreement, the Parent, True Blue Productions, Inc., and Kirstie Alley ("KA") entered into the Endorsement and Commercial Services Agreement dated March 1, 2014 (the "Endorsement Agreement") attached hereto as Exhibit D.

D. Prior to, or contemporaneously with, the execution and delivery of this Agreement, the Purchaser, the Parent or an Affiliate of the Parent, and KA shall enter into a license agreement (the "License Agreement") that is substantially the same as the for License Agreement attached hereto as Exhibit E.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits, agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE PURCHASED ASSETS

1.1 The Asset Purchase; Acquisition Consideration. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell or otherwise assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase, acquire, assume and accept, all right, title and interest of the Seller in, to and under the Purchased Assets (the "Asset Purchase"), free and clear of all Liens. As consideration for the Purchased Assets, the Purchaser shall assume the Assumed Liabilities and pay to the Seller, subject to adjustment as set forth in Section 1.6, the following (as so adjusted, collectively, the "Acquisition Consideration"):

1.2 Purchased Assets; Excluded Assets. The "Purchased Assets" are all of the tangible and intangible assets, properties and rights used in, developed for, held for use in, or related to, the Seller's Business, other than the Excluded Assets, including but not limited to:

(a) all Cash, accounts receivable, loans receivable or bank accounts, with the exception of any Acquisition Consideration and any proceeds received by Seller after Closing from any line(s) of credit or loans extended by KA;

(b) the Contracts and Real Estate Leases relating to the Seller's Business (collectively, the "Assigned Contracts");

(c) the Books and Records;

(d) all inventory, including raw materials, work-in-process and finished goods, supplies, spare parts and other items of inventory;

(e) all the furnishings, furniture, computer equipment, office equipment and supplies, vehicles, tools, machinery, equipment (both fixed and mobile), replacement parts, maintenance stores, and other tangible personal property;

(f) all permits or licenses necessary for the ownership or operation of the Seller's Business;

(g) all prepaid property taxes, accounts, expenses, deposits and other current assets;

(h) all rights to telephone and facsimile numbers and to receive mail and other correspondences and communications (including electronic mail) addressed to the Seller relating in any material respect to the Seller's Business;

(i) all rights under guarantees and warranties, rights of set-off, rights of recoupment, rights to indemnification, rights to refunds, rights of recovery and similar rights;

(j) all rights, causes of action and claims that may be asserted against any third party;

(k) all of the Business Intellectual Property, including all licenses, sublicenses and goodwill associated therewith;

Seller's Business as currently conducted are included in the Assigned Contracts. All of such assets, property and rights are either reflected on the 2013 Financial Statements or were acquired since December 31, 2013, except for assets and property sold since December 31, 2013 in the Ordinary Course of Business. None of such assets, properties or rights is subject to any Lien. To the extent applicable, the plant, machinery, equipment and leasehold improvements of the Seller are in all material respects in good operating condition, reasonable wear and tear excepted, and are adequate for the purposes for which they are being used.

2.7 Material Contracts. Section 2.7 of the Disclosure Schedule sets forth a true, correct and complete list of all of the Assigned Contracts (including the Real Estate Leases). Except for the Assigned Contracts, there are no Contracts that are material to the Purchased Assets or conduct of the Seller's Business, as it is presently conducted. Each of the Assigned Contracts is a valid and binding obligation of the Seller, enforceable against the Seller and the other parties thereto, subject only to Equitable Exceptions. The Seller is not in breach of any Assigned Contract nor, to the Knowledge of the Seller, is any other party thereto in breach thereof. The Seller has made available to the Purchaser true, complete and accurate copies of each of the Assigned Contracts (or, in the case of oral Contracts, a written summary of the material terms thereof).

2.8 Intellectual Property. Section 2.8 of the Disclosure Schedule lists each patent, registered trademark, design mark, service mark and trade name, registered copyright and domain name, and each published application for any of the foregoing, domestic and foreign, that is necessary for the operation of the Seller's Business (collectively, the "Business Intellectual Property"). To the Knowledge of the Seller, the operation by the Seller of the Seller's Business does not infringe upon or misappropriate the Intellectual Property rights of any other Person.

2.9 Real Property. The Seller does not own any real property. Section 2.9 of the Disclosure Schedule lists each item of real property that is leased, or otherwise occupied in whole or in part, by the Seller and used, held for use, or intended to be used, primarily in the operation or conduct of the Seller's Business (collectively, the "Leased Real Property"), along with a reasonably detailed description of the lease for such Leased Real Property (collectively, the "Real Estate Leases"). The Seller has delivered or caused to be delivered to the Purchaser true and complete copies of (I) all Real Estate Leases, and if any Real Estate Leases are subleases, true and complete copies of the underlying prime lease(s), and (II) any non-disturbance and attornment agreements and reciprocal easement or operating agreements relating thereto. Each Real Estate Lease is in full force and effect, the Seller is not in breach or default of any Real Estate Lease nor, to the Knowledge of the Seller, is any other party thereto in breach or default of any Real Estate Lease, and, to the Knowledge of the Seller, with respect to each Real Property Lease, no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a material default under any Real Property Lease by either the Seller or any other party thereto. As of Closing, no consent, approval or other action by any landlord (or sublandlord, as the case may be) under any of the Real Estate Leases shall be required to authorize the assignment by the Seller of each of the Real Estate Leases to the Purchaser.

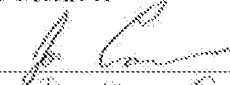
2.10 Litigation. Except as set forth in Section 2.10 of the Disclosure Schedule: (i) there is no Proceeding pending or, to the Knowledge of the Seller, threatened against the Seller; (ii) there is no Proceeding pending in which the Seller is the plaintiff or complainant; (iii) the Seller is not subject to any Order; and (iv) no investigation by any Governmental Authority or Judicial Authority exists with respect to the Seller or the Seller's Business.

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

PURCHASER:

JC OL, LLC,
a Texas limited liability company

By: JC USA, Inc.,
its Sole Member

By: 
Name: Jonathan Caracul
Title: Vice President

SELLER:

ORGANIC LIAISON, LLC,
a Florida limited liability company

By: Organic Liaison Management, Inc.,
its Manager

By: _____
Name: Kirstie L. Alley
Its: President

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

PURCHASER:

JC OL, LLC,
a Texas limited liability company

By: JC USA, Inc.,
its Sole Member

By: _____
Name: _____
Title: _____

SELLER:

ORGANIC LIAISON, LLC,
a Florida limited liability company

By: Organic Liaison Management, Inc.,
its Manager

By: _____
Name: Kirstie L. Alley
Its: President

EXHIBIT 2.8

INTELLECTUAL PROPERTY



United States Patent and Trademark Office

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Refine Search : (organic liaison)[OW]

Current Search: S1: (organic liaison)[OW] docs: 24 occ: 48

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85086359	ORGANIC LIAISON'S RESCUE ME	TSDR	LIVE
2	85052144	CHUSSY BUDDYS	TSDR	LIVE
3	85045376	CHUSSY BUDDY	TSDR	LIVE
4	85092504	AMINO ME	TSDR	DEAD
5	85092510	STEVIE-ME	TSDR	DEAD
6	85082000	KIRSTIE ALLEY	TSDR	LIVE
7	77918351	RESCUE ME	TSDR	DEAD
8	77951893	KIRSTIE ALLEY'S GREEN SOUP	TSDR	DEAD
9	77218478	LOOKY-LOUS	TSDR	DEAD
10	77218433	CHUSSY BUDDIES	TSDR	LIVE
11	77907123	PHITTER	TSDR	LIVE
12	77293870	KIRSTIE ALLEY'S ORGANIC LIAISON	TSDR	DEAD
13	77918486	ORGANIC LIAISON	TSDR	DEAD

14	77816462	GREEN SOUP	TSDR	DEAD
15	77816421	SNAP	TSDR	DEAD
16	77816408	RELIEVE ME	TSDR	LIVE
17	77816397	PAGODA	TSDR	LIVE
18	77816377	NIGHTINGALE	TSDR	LIVE
19	77816362	RELEASE ME	TSDR	LIVE
20	77816311	ORGANIC LAISON LIFE INSURANCE SOLUTIONS	TSDR	LIVE
21	77816288	ORGANIC LAISON	TSDR	LIVE
22	77816266	KAMP KIRSTIE	TSDR	DEAD
23	77816257	CAMP KIRSTIE	TSDR	DEAD
24	77814815	KIRSTIE ALLEY	TSDR	LIVE

