

12/22/2015

Assignments  
DEC 22 2015  
Records



103674149

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

**1. Name of conveying party(ies):**  
Printer Essentials.com, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Nevada  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: XSE Group, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 35 Philmack Drive  
 City: Middletown  
 State: CT  
 Country: USA Zip: 06457

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship CT  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

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

Execution Date(s) Nov. 26, 2013

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Asset Purchase and Sale

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

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 2,658,316      3,736,536

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
PREMIUM IMAGING PRODUCTS, PRINTER ESSENTIALS

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

Name: John Garber  
 Internal Address: \_\_\_\_\_  
 Street Address: 60 Woodcrest Lane  
 City: Danbury, CT  
 State: CT Zip: 06810  
 Phone Number: 203-743-7271  
 Fax Number: 203-743-6678  
 Email Address: johnreed24@SBCGlobal.net

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name: KMGHVENM 00000011 00000000

**9. Signature:** John Garber      12/22/2015  
 Signature      Date

John Garber  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ASSET PURCHASE AND SALE AGREEMENT**

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of the 26th day of November, 2013 by and between DONALD A. TOWNER, Not Individually, But Solely In His Capacity As The Court Appointed Receiver Of Certain Assets Of PrinterEssentials.com, Inc. (the "Seller") and XSE GROUP, INC. a Corporation organized and existing under the laws of the State of Connecticut ("XSE").

**WITNESSETH:**

WHEREAS, Printer Essentials.Com, Inc., a Delaware corporation (the "Company") owned and was engaged in the business of being a direct importer and wholesaler of imaging products, including laser and copier toner, inkjet cartridges, fax rolls and printer ribbons, as well as fusers and maintenance kits (the "Business") operating at locations at Reno, Nevada (the "Nevada Facility") and Memphis, Tennessee (the "Tennessee Facility" and with the Nevada Facility, the "Facilities");

WHEREAS, SummitBridge Credit Investments IV LLC a Delaware LLC (the "Lender"), a secured creditor of the Defendants (as defined below), commenced an action (the "Case") in the Chancery Court of Shelby County, Tennessee for the Thirtieth Judicial District (Case No CH-13-1618-2) (the "Chancery Court") against the Company and its wholly-owned subsidiary Imaging Resources, LLC, a Delaware limited liability company ( "Imaging Resources"), and with the Company, the "Defendants") seeking the appointment of a receiver of the Receivership Assets and Operations (as defined below);

WHEREAS, pursuant to that certain Consent Order for Appointment of Receiver dated November 8, 2013 (the "Consent Order"), the Chancery Court appointed the Seller as receiver (the "Receiver") over certain collateral owned by the Defendants securing the Defendants' obligations to the Lender and more particularly described on Exhibit A attached to the Consent Order (the "Lender Collateral") and the related operations and activities of the Defendants (with the Lender Collateral, the "Receivership Assets and Operations"). Seller has delivered a true, complete and correct copy of the Consent Order to XSE, and for reference purposes, a copy of said Exhibit A is attached hereto as Annex A;

WHEREAS, the Consent Order granted the Seller the power and duty to, among other things, take exclusive possession of the Receivership Assets and Operations and manage, operate and protect the Receivership Assets and Operations in accordance with the Consent Order;

WHEREAS, the Seller has determined that it is in the best interests of concerned and affected parties to sell and transfer certain of the Receivership Assets and Operations, specifically the Receivership Assets and Operation of the Company (the "Purchased Assets") (but excluding the Excluded Assets, as defined below) to an entity controlled by XSE and designated in writing by XSE to Seller prior to the Closing (the "Buyer"), free and clear of all Liens (as defined herein) on the terms and conditions set forth herein, and XSE desires the Buyer purchase and take delivery of the Purchased Assets on the terms and conditions set forth herein; and

**WHEREAS**, for resolution of doubt, the Purchased Assets do not include any Receivership Assets and Operations of Imaging Resources;

**WHEREAS**, Buyer acknowledges that the Seller, acting as receiver, cannot make representations and warranties as to certain factual and other matters related to or connected with, among others, the historical operation of the Company, and that the Buyer would be purchasing the Assets "as is", "where is" and "with all faults".

**NOW, THEREFORE**, in consideration of the premises and of the representations and warranties and mutual agreements hereinafter contained, the parties hereto agree as follows:

## **ARTICLE I - PURCHASE AND SALE OF ASSETS**

### **Section 1.1 Purchase and Sale of Assets.**

(a) On the terms and subject to the conditions set forth herein, including and subject to the approval of the sale by the Chancery Court, at the Closing (as defined below), the Seller shall sell, assign, transfer, convey, and deliver to the Buyer, and the Buyer shall purchase, acquire, and accept from the Seller, free and clear of any and all Liens (as defined below), all of the Company's and the Seller's right, title, interest, and benefit in and to Purchased Assets. When used herein "Liens" means any mortgage, pledge, security interest, encumbrance, proxy, claim, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other laws, which secures the payment of a debt (including, without limitation, any tax).

(b) The sale, conveyance, assignment, transfer and delivery of the Purchased Assets will be effected by (i) Seller's execution and delivery (and Buyer's countersignature) of a Bill of Sale, substantially in the form attached as Exhibit 1.1(b) (the "Bill of Sale"), and (ii) the execution and/or delivery of such other good and sufficient instruments of conveyance, transfer, assignment and acceptance to be executed and delivered by Seller and the Company as XSE determines shall be necessary to vest in Buyer full right, title and interest in and to the Purchased Assets, free and clear of all Liens, or as XSE or the XSE's counsel may reasonably request in order to evidence or consummate the transactions contemplated by this Agreement or to effectuate the purpose or intent of this Agreement (the "Seller Party Closing Documents").

**Section 1.2 Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall exclude all of the following (collectively, the "Excluded Assets"):

(a) all Book Balance Cash of Seller and the Company as of the Closing (the "Closing Book Balance Cash") in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Book Balance Cash shall include all cash of seller less all outstanding checks issued in the ordinary course

of business since the date of the Consent Order;

(b) all claims, causes of action, suits and rights of the Seller or the Company to federal, state and local tax refunds, tax refund claims, credits, deductions or other tax benefits;

(c) the corporate minute book and stock records of the Company;

(d) all rights of the Seller and the Company under this Agreement, the Bill of Sale and the Buyer Party Closing Documents;

(e) all insurance policies insuring Seller or the Company, and rights to receive payments under such policies of Seller or the Company; and

(f) the items, if any, listed on Schedule 1.2(f) attached to this Agreement.

**Section 1.3 Assumed Liabilities.** The Buyer is not assuming any liabilities or obligations of any kind whatsoever with respect to the Purchased Assets. Without limitation, Buyer is not assuming, and shall not be deemed by virtue of this Agreement to have assumed, by way of illustration, and not in limitation: (i) the note, trade and accounts payable of the Company or Seller; (ii) any obligations to any shareholder of Company or any subsidiary of Company, including Imaging Resources; (iii) income taxes of the Seller, the Company or the their respective principals with respect to or attributable to the transactions contemplated by this Agreement; (iv) the Excluded Employee Liabilities, as defined below; or (iv) liabilities arising from or related to the Excluded Assets or Imaging Resources (collectively, the "Excluded Liabilities").

## ARTICLE II - THE CLOSING; CONSIDERATION FOR THE SALE OF THE PURCHASED ASSETS

### Section 2.1 The Closing.

(a) The closing of the purchase of the Purchased Assets contemplated hereby (the "Closing") shall take place at 10:00 a.m. on December 16, 2013 at the offices of Glankler Brown, PLLC, 6000 Poplar Avenue, Suite 400, Memphis, TN 38119 or at such other time and place as the parties hereto shall agree in writing or as ordered by the Chancery Court. The date upon which the Closing shall occur is referred to herein as the "Closing Date". At the option of the parties, the Closing may be consummated by wire transfer, facsimile, overnight courier, email and/or mail.

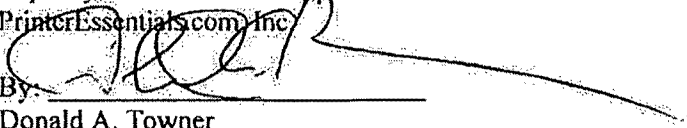
(b) At the Closing, subject to and upon the terms and conditions of this Agreement, the Seller shall deliver to the Buyer the following:

(i) The Bill of Sale duly executed by the Seller;

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

**SELLER:**

DONALD A. TOWNER, Not Individually, But Solely In His Capacity As The Court Appointed Receiver Of Certain Assets Of PrinterEssentials.com, Inc.

By: 

Donald A. Towner

**XSE:**

XSE GROUP, INC.

By: \_\_\_\_\_  
Gerry Crean  
Its President

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

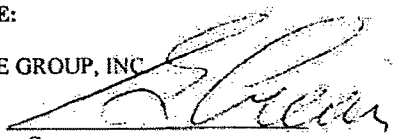
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**XSE:**

XSE GROUP, INC

By:   
Gerry Crean  
Its President