

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373674

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900352783 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|----------------------------|
| S & G Gifts, LLC. | | 10/09/2012 | LIMITED LIABILITY COMPANY: |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------|
| Name: | Signature Fundraising, Inc. |
| Street Address: | 42850 Signature Court |
| City: | Lancaster |
| State/Country: | CALIFORNIA |
| Postal Code: | 93535 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------------------------|
| Registration Number: | 3730596 | THE NORTH POLE EXPRESS GIFT SHOP |

CORRESPONDENCE DATA

Fax Number: 6617230450
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: 6617230450
Email: scott@sigfund.com
Correspondent Name: Scott Elsbree
Address Line 1: 42850 Signature Court
Address Line 4: Lancaster, CALIFORNIA 93535

| | |
|---------------------------|-------------|
| NAME OF SUBMITTER: | Russ Rice |
| SIGNATURE: | /RUSS RICE/ |
| DATE SIGNED: | 02/18/2016 |

Total Attachments: 17

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of the 5th day of October 2012 (the “**Effective Date**”), by and among S & G GIFTS LLC and JOHN LeROUX DBA Reindeer Lane Gift Shop and The North Pole Express Gift Shop (the “**Seller**”), SIGNATURE FUNDRAISING, INC. (the “**Buyer**”) with reference to the following:

RECITALS

WHEREAS, Seller is a LLC currently operating at 414 Sawmill Court Suwanee, GA 30024, which operates a “Holiday in School Gift Shop business” (the Business) and has had as customers/clients those entities listed on Exhibit A hereto; and

WHEREAS, Buyer is also in the Business and wishes to purchase certain assets of Seller on the terms and conditions set forth in this Agreement; and

WHEREAS, “Seller” has certain knowledge and experience regarding the business and Buyer wishes to avail itself of Seller’s knowledge and skills.

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants set forth in this Agreement and subject to the conditions contained therein, “Buyer” and “Seller” hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF ASSETS

Section 1.1 Purchase of Certain Assets of Seller. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, convey, transfer, assign and deliver to the Buyer, at the Closing (as that term is defined herein), free and clear of all liens, mortgages, pledges, encumbrances and charges of every kind the following (collectively, the “Purchased Assets”):

- (a) the federal registered trademarks set forth on Exhibit B attached hereto and all trademarks, service marks, copy rights, logos, marketing materials and product pictures connected therewith.;
- (b) all art work, designs and layouts for the Fall 2012 Gift Shops and related software programs if applicable and a copy of the currant databases used for calling contacts.
- (c) the domain names listed on Exhibit "B" hereto;

(d) all contracts and customer agreement forms in hand, customer lists including the excel sheets used to record all customers by date form previous years and contact lists owned or used by Seller;

(e) all Sales Consultant, Confidentially and Non-Compete Agreement(s) between Seller employees and third party consultants/representatives (“**Consultant Agreements**”) as listed on Exhibit "C" hereto; and

(f) the telephone numbers, (888) 648-0576, (678) 474-9627, (888) 243-3342, (877) 378-0403, (770) 418-0355, (888) 243-2391 and (770) 418-0375, used by Seller.

(g) all the inventory of product as set forth on Exhibit D

The trade styles, logos, artwork, software, records, customer contracts, customer agreement forms, customer lists, consultant agreements, act contact databases, inventory and telephone numbers as set forth above are hereinafter referred to collectively as the “**Purchased Assets**”.

Section 1.2 Retained Assets. Except for the Purchased Assets, Seller shall retain all other assets of Seller used in connection with the business, including but not limited to all real estate, accounts receivable, and the furniture and equipment. Such real estate, receivables and furniture and equipment are hereinafter referred to as “**Retained Assets**”.

Section 1.3 Assumed Liabilities. As part of the Purchase Price, Buyer agrees to pay Seller the amounts listed in Exhibit E, Seller agrees that all of sellers inventory deemed useable by Buyer is the property of Buyer. Buyer also agrees to use part of his inventory as needed to service accounts and may do so by sending it to 414 Sawmill Court for delivery or straight to the customer as needed for a reorder, Buyer agrees to pay rent in the amount of Twelve Hundred Dollars (\$1,200.00) per month to Ronnie Cooper (the lease holder) for 6 months from the date of closing or as long as Buyers inventory is stored at 414 Sawmill Court Suwanee, GA 30024, which ever ends first. Buyer agrees to pay rent in the amount of Three Hundred Dollars (\$300.00) per month for 6 months from the date of closing or as long as Buyer keeps employees at 414 Sawmill Court Suwanee, GA 30024, which ever ends first, for the use of 3 desks, computers, office equipment, phones and utilities.

Section 1.4 Excluded Liabilities. Except as expressly set forth in Section 1.3, Buyer expressly is not purchasing or assuming any liabilities or obligations of Seller and shall not be responsible for the payment or performance of any liabilities or obligations of Seller of any kind and nature whatsoever as a result of this Agreement. Such excluded liabilities shall include, without limitation, the following liabilities, contracts, commitments and other obligations of Seller (collectively, the “**Excluded Liabilities**”):

- (a) Seller’s obligations and any liabilities arising under this Agreement;
- (b) any obligation of Seller on any note, debt or contract;

(c) any obligations of Seller for federal, state, local or foreign income tax liability, payroll, property and sales taxes (including interest and penalties) arising from the operations of Seller whenever occurring or arising out of the sale by Seller of the Purchased Assets pursuant hereto;

(d) any obligations of Seller for any transfer, sales or other taxes, fees or levies imposed by any state or other governmental entity on or arising out of the sale of the Purchased Assets pursuant hereto;

(e) any liability of Seller for any breach of contract, act of negligence by Seller or any of its employees or any violation of any statute, regulation or other administrative rule of any governmental entity;

(f) any liability of Seller for any punitive damages arising out of any cause of action or claim against Seller arising out of any act or failure to act of Seller;

(g) any other liability or obligation of Seller whatsoever.

Seller shall discharge and satisfy in full all liabilities and obligations of Seller.

Section 1.5 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the sale of the Purchased Assets to the Buyer (the "**Closing**") shall take place on Oct 5, 2012 or such other date as the parties shall mutually agree (the "**Closing Date**").

ARTICLE II PURCHASE PRICE

Section 2.1 Purchase Price. As and in full consideration for the sale of the Purchased Assets and subject to the terms, conditions and limitations set forth in this Agreement, the Buyer shall pay to Seller at the Closing One Hundred Dollars (\$100) in lawful money of the United States and promises to pay to Seller such amounts calculated as set forth in section 1.3 hereof (collectively the "**Purchase Price**").

ARTICLE III COVENANTS OF SELLER

Section 3.1 Covenants of Seller. Seller covenants and agrees with Buyer as follows:

(a) Seller agrees that, to and through the date of the Closing, Seller will conduct its affairs and business only in the usual and ordinary course, consisting with safe and sound business practices and prior customary practice of Seller;

(b) refrain from creating or incurring any mortgage or lien against any of the Purchased Assets;

(c) refrain from selling or otherwise disposing of any of the Purchased Assets;

(d) supervise the following: making of all folders, program cash registers, packing, shipping and servicing of all schools and the count of the returned inventory of all schools for fall of 2012 as provided in section 1.3 herein. So as buyer will have a complete inventory count at the end of the fall 2012 season and to continue to maintain the telephone numbers sold to Buyer listed in section 1.1 (f) herein for a period of 6 months beginning October 5th 2012 or for as long as Buyer keeps employees at 414 Sawmill Court. Suwanee, GA 30024, which ever ends first. Buyer and Seller agree that all the product used for one {1} day shops as well as all old unusable product that is returned will not be counted. It will be divided out and thrown away.

(f) To pay for all bonuses and incentives given to schools as a sign up bonus or incentive to sign up for a Gift Shop above and beyond the early percentage discount from invoice that has be given. (the early sign up percentage discount that was given is excluded)

ARTICLE IV
CONDITIONS PRECEDENT
TO THE OBLIGATIONS OF BUYER

Section 4.1 Conditions Precedent. The fulfillment and performance, prior to the Closing, of each of the following is a condition to the performance of the Buyer:

(a) Seller shall have delivered to Buyer a Bill of Sale transferring to Buyer the Purchased Assets, which Bill of Sale shall be in form and substance reasonably satisfactory to Buyer.

(b) There shall have been no material adverse change in the business of the Seller or in the condition of the Purchased Assets from the Effective Date to the Closing.

(c) Seller, shall have delivered such written instruments as may be necessary to transfer the Purchased Assets and to release and/or transfer to Buyer each trademark included in the Purchased Assets.

SECTION V
CONDITION PRECEDENT
TO THE OBLIGATIONS OF SELLER

Section 5.1. Conditions Precedent. The fulfillment and performance at, or prior to the Closing, of the following is a condition to the performance of Seller:

(a) Buyer and John LeRoux shall have entered into a mutually satisfactory independent contractor agreement.

SECTION VI
COVENANT NOT TO COMPETE

Section 6.1. Non-Compete. During the period commencing with the Closing and continuing up to and including five (5) years thereafter (the “**Non-Compete Period**”) Seller agrees not to be employed by, or consult with, or directly or indirectly own, manage, participate in, operate or control any interest in, any business, whether operated as a partnership, corporation, limited liability company, sole proprietorship, joint venture, association, individually or by any action in concert with others (the “**Competitor(s)**”), which Competitor conducts any fundraising activities or offers similar services to those offered prior to the Closing Date by Seller within the forty-eight contiguous states of the United States of America.

Section 6.2. Non-Solicitation. During the Non-Compete Period, Seller shall not, directly or indirectly, on behalf of a Competitor or Seller or themselves, induce or influence or seek to induce or influence any employee, agent or independent contractor or other business affiliate of Buyer to terminate, leave or reduce his, her or its relationship with Buyer. During the Non-Compete Period, Seller shall not, directly or indirectly, on behalf of a Competitor or Seller divert, take away or solicit or attempt to divert, take away or solicit any clients of Buyer.

Section 6.3. Confidential Information. During the Non-Compete Period, Seller shall not directly or indirectly, on behalf of a Competitor or Seller, use, divulge, disclose or communicate to any person, firm, partnership, corporation or entity, in any manner whatsoever any confidential, secret or proprietary information (but excluding such information if it is in the public domain through no act of Seller) concerning any matters affecting or relating to the business conducted by Seller up to the time of the Closing.

Section 6.4. Injunctive Relief. Seller, hereby acknowledges and agrees that should he violate any of the provisions of this Section 6, it would be difficult to determine the amount of damages resulting to Buyer and, in addition to any other remedies which Buyer may have, Buyer shall be entitled to temporary and permanent injunctive relief without the necessity of providing damages.

Section 6.5. Separate Covenants. Each of the foregoing covenants contained in this Section 6 shall be construed as a separate and independent covenant covering the respective subject matter of the covenant in each of the states and counties in the forty-eight contiguous states of the United States of America. To the extent that any covenant shall be determined to be judicially unenforceable in any one or more state or county that covenant shall continue in effective to the extent legally permissible in such state or county, and said covenant shall continue to be effective with respect to every other state or county and each covenant being construed is severable and independent with respect to each state or county.

Section 6.6. Termination of Employment. Should the independent contractor agreement between Buyer and John LeRoux be terminated by Buyer, for other than good cause

(malfeasance, dishonesty or gross misfeasance of duty) then the party so terminated shall be released from his obligations under, and the restrictions imposed by Section 6.1 and 6.2 hereof.

ARTICLE VII
INDEMNITY OF PARTIES

7.1 Seller's Indemnity. Seller, hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all costs, losses, liabilities, damages, lawsuits, claims, demands, expenses, obligations, recoveries and deficiencies, including, without limitation, interest and penalties ("Claims"), in connection with or arising out of, or resulting from, or incident to:

(i) any breach of any covenant, indemnity, obligation, agreement, representation, warranty or the misrepresentation or inaccuracy of any representation or warranty made Seller in this Agreement, or in connection with the transactions contemplated by this Agreement, and

(ii) the Retained Assets or the conduct of Seller's business prior to the Closing.

Section 7.2 Buyer's Indemnity. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all Claims in connection with or arising out of, or resulting from, or incident to:

(i) Any breach of any covenant, indemnity, obligation, agreement, representation, warranty or the misrepresentation or inaccuracy of any representation or warranty made by Buyer in this Agreement or in connection with the transactions contemplated by this Agreement; and

(ii) the Purchased Assets, the or conduct of Buyer from and after the Closing.

Section 7.3 Notice of Claim. (a) Any party entitled to indemnity under this Section 7 shall promptly notify the indemnifying party in writing of the existence of any Claim, or other matter to which the indemnification obligations would apply, and shall give the indemnifying party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection.

(b) With respect to any Claim, asserted, threatened, instituted, incurred or discovered by or against an indemnified party, the obligation to indemnify shall continue through the final disposition or settlement of any such matter and the full satisfaction of the indemnification obligation, provided that notice hereof has been given to the indemnifying party.

(c) The indemnifying party shall have the right to undertake the defense, compromise or settlement of the same at the indemnifying party's own expense and with counsel of the indemnifying party's own selection; provided that in the event the indemnifying party shall elect to undertake the defense of such matter, the indemnifying party agrees that during the course of such proceeding the indemnifying party shall keep the indemnified party fully informed and shall use all reasonable efforts at the indemnifying party's expense to defend such claim or litigation, to present any defense reasonably appropriate in the circumstances, and

to consult with the indemnified party concerning such defense during the course thereof, and provided that no compromise or settlement shall be made, executed or delivered without the indemnified party's prior written consent, which shall not be unreasonably withheld. In the event that any such claim is of a nature that it cannot be defended solely by the indemnifying party, the indemnified party shall make available to the indemnifying party, at the expense of the indemnifying party, information and assistance that they may reasonably request.

(d) In the event that the indemnifying party, within fifteen (15) days after notice of any indemnifiable claim, fails to assume the defense, the indemnified party will have the right to undertake the defense, compromise or settlement of such indemnifiable claim on behalf of, for the account of, at the risk and expense of the indemnifying party, with all costs and expenses incurred in connection therewith being reimbursed by the indemnifying party upon demand by the indemnified party.

(e) To the extent that an indemnified party obtains proceeds from its insurance carrier in redress of damages incurred or suffered as a result of the occurrence of an event giving rise to the indemnification rights and obligations hereunder, the amount of such insurance proceeds realized shall be offset against any sums owing under this Section 7 unless the insurance carrier asserts its rights of subrogation to the indemnified party under said insurance policy.

ARTICLE VIII TERMINATION

Anything herein to the contrary notwithstanding, this Agreement may be terminated at any time before the Closing, as follows:

Section 8.1 Mutual Agreement. By mutual agreement of Seller and Buyer.

Section 8.2 Failure to be Consummated by a Date Certain. By notice to one party from the other, if the Closing has not occurred on or before Oct 5, 2012 (the "**Termination Date**"); provided, however, that by mutual agreement of the parties, the Termination Date may be extended to such date as the parties mutually agree.

Section 8.3 Effect of Termination. If this Agreement shall be terminated as provided herein, each party shall redeliver all documents, work papers and other material of the other party relating to the transactions contemplated herein to the party furnishing the same and neither party shall have further obligations to the other hereunder.

Section 8.4 Expenses. Each party hereto shall bear its own fees and out-of-pocket costs incurred in connection with the negotiation, preparation and performance of this Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.0 Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be sufficiently given if sent by Federal Express, overnight delivery, or U.S. Mail, next day delivery, postage prepaid, or sent by facsimile transmission to be delivered the day of transmission, addressed as follows:

If to Seller:

John LeRoux
414 Sawmill Court
Suwanee, GA 30024
Attention: John LeRoux
Fax: (770) 622-3971

If to Buyer:

Signature Fundraising, Inc
42850 Signature Court
Lancaster, California 93535
Attention: Russ Rice
Fax: (661) 723-0250

Section 9.1 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, incorporates and supersedes all prior agreements and understandings between the parties with respect to such subject matter, whether written or oral, and may be amended solely by an instrument in writing executed by both parties.

Section 9.2 Severability. Any provision of this Agreement which is void or is determined to be unenforceable by a court of competent jurisdiction shall not affect the remainder of this Agreement, which shall continue in full force and effect notwithstanding such voidness or unenforceability.

Section 9.3 Waiver. The waiver by any party of the performance of any covenant, condition or promise contained herein shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not be deemed a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law, or otherwise, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded.

Section 9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that, in the event of legal action to enforce this Agreement or determine the rights or obligations of the parties, such legal action shall be brought in federal or state court in the County of Los Angeles, State of California.

Section 9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same Agreement.

Section 9.6 Third Parties. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action to any person other than parties hereto.

Section 9.7 Successors and Assigns. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns; provided, however, that this Agreement and all rights, privileges, duties and obligations of the parties hereto may not be assigned or delegated by either party hereto without the prior written consent of the other party hereto.

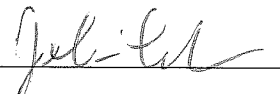
Section 9.8 Attorneys' Fees. If legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.

Section 9.9 Non-Payment. If buyer does not pay seller the monies agreed upon in this agreement herein for any reason what so ever. Buyer must return to seller the Federal trademarks and logo's pertaining to Reindeer Lane Gift Shop and The North Pole Express Gift Shop.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

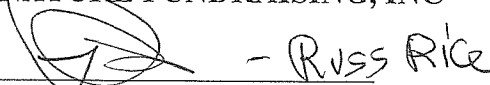
[All Signatures to be notarized]

S & G Gifts LLC & John LeRoux

By: 

Its: John LeRoux - SELF

SIGNATURE FUNDRAISING, INC

By:  - Russ Rice

Its: President

EXHIBIT A

CUSTOMER LISTS

See attached schedule of pages.

EXHIBIT B

Federal Trademarks

www.reindeerlane.com

www.thenorthpoleexpress.com



Handwritten initials or signature.

EXHIBIT C

SALES CONSULTANT AND NON-COMPETE AGREEMENT(S)

| | |
|-----------------|---------------------|
| Jennifer Hinton | Signature Agreement |
| Lori Emrick | Signature Agreement |
| John LeRoux | Signature Agreement |

EXHIBIT D
LIST OF PRODUCT INVENTORY
SEE ATTACHED

EXHIBIT E

Buyer agrees to pay as part of the purchase price to John LeRoux or his designated entity.

Reindeer Lane and The North Pole Express Gift Shop Contracts:

- A-1 Buyer will pay 10% of invoice after (taxes have been deducted if applicable) on all business that is done through Reindeer Lane or The North Pole Express for the 2012 season for the purchase of all inventory.
- A-2 Year 2012- Buyer will pay 22% of invoice after (taxes have been deducted if applicable) on all contracts and or customer agreements that John LeRoux turns over to Buyer at closing or by December 1st 2012 whichever comes later. However John LeRoux must continue to work on and maintain these contracts and or customer agreements throughout Fall 2012 to be paid.
- A-3 Year 2013-2014 – Buyer will pay 10% of invoice after (taxes have been deducted if applicable) for all business that buyer contracts through the purchased trade names Reindeer Lane Gift Shop and The North Pole Express Gift Shop. (this excludes any business signed by seller as an independent contractor.)
- A-4 All percentage payments will be made starting Jan 5th and 25th 2013 for all accounts paid by that date and will continue the 5th and 25th of each month until March 25th of that year. No payments will be made for any account not paid by March 25th of any year.
- A-5 Year 2015-no further percentage payments.
- B-1 Buyer will pay John LeRoux Two Thousand Dollars (\$2,000.00) per month to stay on and work as an independent sales rep and over see things through the end of the 2012-year.
- B-2 Buyer will pay John LeRoux Two Thousand Dollars (\$2,000.00) per month for 12 months starting Jan 1st 2013 as an independent sales rep.

EXHIBIT F

Independent sales Agreement

- A-1 Starting January 1st 2013 Buyer will pay 20% commission for any contracts or agreements turned in within your exclusive territory of the states of Georgia & South Carolina for Reindeer Lane and The North Pole Express Gift Shops, after (taxes and any bonus given outside of the normal company offering have been deducted if applicable) from year to year on an on going basis until you resign your position or are terminated for just cause.

Jurat Certificate (Verification on Oath or Affirmation)

State of Georgia

County of Gwinnett

Signed and sworn to (or affirmed) before me on OCT 7th 2012
Date

by John LeRoux
Printed name(s) of individual(s) making statement

who proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Personally Known
or
 Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Gerald N. Parker
Signature of notary public

Gerald N. Parker
(Name of notary, typed, stamped or printed)
Notary Public State of Georgia

Stamp/Seal

My commission expires: MARCH 3rd 2013

GERALD N PARKER
NOTARY PUBLIC, WALTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 3, 2013

California Jurat

State of California

County of LOS AN

} s.s.

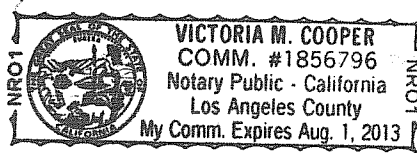
Subscribed and sworn to (or affirmed) before me on this 10 day of OCTOBER,
Month

20 12, by RUSSELL W. RICE and
Name of Signer (1)

_____, provided to me on the basis
Name of Signer (2)

of satisfactory evidence to be the person(s) who appeared before me.

Victoria M. Cooper
Signature of Notary Public



Above area for official notary seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

| Additional Information |
|---|
| Method of Signer Identification |
| Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) |
| Notarial event is detailed in notary journal on: Page # _____ Entry # _____ |
| Notary contact: _____ |
| Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____ |