

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roxanne Toser Non-Sport Enterprises, Inc.		02/09/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Non Sport Update, LLC		
Street Address:	2222 Sedwick Road		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1927135	NON-SPORT	
CORRESPONDENCE DATA			
Fax Number:	8443978265		
<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:	9198294296		
Email:	tschmidt@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	ACAD.120		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	04/01/2016		
Total Attachments: 4			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made as of the 9th day of February, 2016 (the “**Closing Date**”), by and between Non Sport Update, LLC, a North Carolina limited liability company (the “**Buyer**”), Roxanne Toser Non-Sport Enterprises Inc., a Pennsylvania corporation (the “**Seller**”), and, solely for purposes of Sections 4, 5.2, 5.3 and 5.5, Roxanne Toser, Marlin Toser and Harris Toser (the “**Owners**”).

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, the assets of the Seller, more particularly listed in Section 1.2 of this Agreement, related to its business of producing a magazine geared to collectors of non-sports cards and the publication of certain other titles (the “**Business**”), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

1. The Transaction.

1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, the Seller shall sell, transfer, assign and deliver to the Buyer, and the Buyer shall purchase, accept and receive, all of the Seller’s right, title and interest in and to the Assets (defined below) and to carry on the business of the Seller, free and clear of all liens, claims, liabilities and encumbrances.

1.2 The Assets. The “**Assets**” are the following: (a) the inventory set forth on Schedule 1.2(a), (b) domain name registrations, their web site content including the URLs listed on Schedule 1.2(b) and related backend databases, if any, (c) all intellectual property rights related to the business of the Seller including, without limitation, all copyrights, trademarks, service marks, trade secrets, trade dresses and goodwill related thereto, including the registered copyrights, copyright applications, registered trademarks and trademark applications set forth on Schedule 1.2(c) (the “**Intellectual Property**”), (d) the contracts identified on Schedule 1.2(d) (the “**Contracts**”), (e) prepayments to contributors set forth on Schedule 1.2(e), (f) back issues as further described on Schedule 1.2(a) (and Seller’s transferable rights to the content therein), provided that Buyer shall pay all shipping costs in connection with the transfer of such back issues, (g) all editorial material, editorial photos and editorial artwork and all derivatives thereof, that exist in electronic printer files and those that currently exist in PDF form, as further described on Schedule 1.2(g), (h) all existing orders (or other arrangements) for advertising, exhibition or other services to be provided to any advertiser, (i) all revenue of the business received on or after January 1, 2016 and (j) all other tangible and intangible assets related to the Business, including without limitation, advertiser lists and contacts, contact and account information for all past and current subscribers, vendor / service provider lists, marketing data, promotional materials, new issues currently in development, as well as any plans for new issues, including, but not limited to, the items listed on Schedule 1.2(j).

1.3 Excluded Assets. Notwithstanding the provisions of Section 1.2 above, the assets to be transferred to the Buyer under this Agreement shall not include: (a) other than as set forth in Section 1.2(i) above and subject to Section 1.6 below, cash, cash equivalents or bank accounts of the Seller as of the Closing Date, (b) all books and records of the Seller that the Seller is required by law to retain, so long as copies of such books and records are provided to the Buyer, (c) the Seller’s rights in and to all insurance policies and to all claims against insurance carriers under such policies, (d) all returns, reports, notices, forms, declarations, claims for refund, estimates, elections, information statements and other documents relating to any taxes, including any schedule or attachment thereto, and any amendment thereof, (e) the rights which accrue or will accrue to Seller under this Agreement and the other

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

SELLER:

**ROXANNE TOSER NON-SPORT UPDATE
ENTERPRISES, INC.**

By: Roxanne Toser CEO
Roxanne Toser, CEO

BUYER:

NON SPORT UPDATE, LLC

By: _____
Greg E. Lindberg, Chairman

Solely for purposes of Sections 4, 5.2, 5.3 and 5.5
hereof:

Roxanne Toser
Roxanne Toser

Marlin Toser
Marlin Toser

Harris Toser
Harris Toser

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

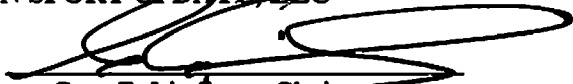
SELLER:

ROXANNE TOSER NON-SPORT UPDATE ENTERPRISES, INC.

By: _____
Roxanne Toser, CEO

BUYER:

NON SPORT UPDATE, LLC

By: 
Greg E. Lindberg, Chairman

Solely for purposes of Sections 4, 5.2, 5.3 and 5.5 hereof:

Roxanne Toser

Marlin Toser

Harris Toser

**Schedule 1.2(c)
Intellectual Property**

Seller owns the trademark for use of the words "Non-Sport" for magazines dealing with trading cards, in class 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 and 50). The words "Non-Sport" were added to the United States Patent and Trademark Office's Principal Register on October 17, 1995. First use of in commerce was 1990. A document with Registration No. 1,927,135 is attached.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Schedule 1.2(d)
Contracts**

[REDACTED]

**Schedule 1.2(e)
Contributor Prepayments**

[REDACTED]

**Schedule 1.2(g)
Editorial Material**

[REDACTED]

**Schedule 1.2(i)
Revenue received since January 1, 2016**

[REDACTED]