

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Services Ltd.		01/01/2014	Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	Academy Association, Inc.		
Street Address:	2222 Sedwick Road		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3097820	NRS	
Registration Number:	1556086	CMC	
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:	tmgroup@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.21000		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	05/02/2016		
Total Attachments: 3			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is effective as of January 1, 2014, by and between Alliance Services Ltd., a Bermuda corporation (the "Seller") and Academy Association, Inc. ("Purchaser").

RECITALS

WHEREAS, the Seller wishes to sell to the Purchaser certain intellectual property.

WHEREAS, Seller and Purchaser have negotiated the terms of this Agreement at arms-length and in good faith.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Sale and Transfer of Assets and Assumption of Certain Liabilities. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the Closing Consideration and for Purchaser's assumption of the Assumed Liabilities, Seller agrees, on the date hereof to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is" and without recourse, and (except as set forth in Section 4 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. The execution of this Agreement shall have the effect of transferring Seller's right title and interest in the Assets. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest related to the intellectual property described on Schedule 1 to this Agreement. Except as expressly set forth in this Section 1 above, no other assets, properties, rights or claims are intended to be transferred to the Purchaser.

2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration"); and (b) assume the liabilities and obligations of the Seller identified as Assumed Liabilities on Schedule 1.

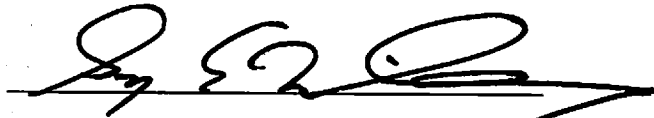
3. Liabilities and Obligations Not Assumed. Purchaser shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller whatsoever except for the Assumed Liabilities, including but not limited to any liabilities or obligations now or hereafter arising from Seller's business activities that took place prior to the Closing.

4. Representations and Warranties of Seller. Except as to Seller's representations and warranties expressly provided below, the Assets are being sold "as is," and "where is" and "with all faults", with no express or implied representation and warranties of any kind, nature,

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

ALLIANCE SERVICES LTD.

By: 

Name: Greg E. Lindberg

Title: Chairman

PURCHASER:

ACADEMY ASSOCIATION, INC.

By: 

Name: Greg E. Lindberg

Title: Chairman

SCHEDULE 1

ASSETS

Customer Lists	[REDACTED]
Trademarks	
3,097,820	NRS (stylized)
1,556,086	CMC
URLs	[REDACTED]

ASSUMED LIABILITIES

[REDACTED]