

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382999

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:	CWNP, 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: 8			
Property Type	Number	Word Mark	
Registration Number:	3117977	CWAP	
Registration Number:	4160834	CWDP	
Registration Number:	3045840	CWNA	
Registration Number:	3098875	CWNE	
Registration Number:	2806634	CWNP	
Registration Number:	3326582	CWNT	
Registration Number:	2886652	CWSP	
Registration Number:	3728130	CWTS	
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		

CH \$215.00 3117977

SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	05/02/2016
Total Attachments: 3 source=ASL to CWNP 1-1-14_Redacted#page1.tif source=ASL to CWNP 1-1-14_Redacted#page2.tif source=ASL to CWNP 1-1-14_Redacted#page3.tif	

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 ("Seller") and CWNP, LLC ("Purchaser").

RECITALS

WHEREAS, on December 30, 2013, the Seller purchased certain of the intellectual property of the Purchaser and The American Council, Inc.

WHEREAS, the Seller wishes to transfer such intellectual property back to the Seller effective as of January 1, 2014.

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.

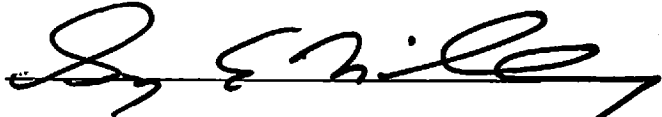
2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration") ; and (b) assume the liabilities and obligations of the Seller identified as Assumed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

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.

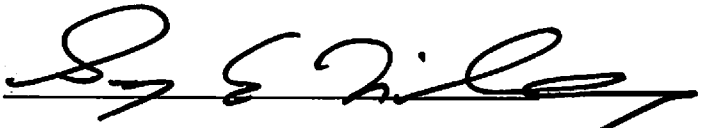
By: 

Name: Greg E. Lindberg

Title: Chairman

PURCHASER:

CWNP, LLC

By: 

Name: Greg E. Lindberg

Title: Chairman

SCHEDULE 1

ASSETS

Customer Lists	[REDACTED]
Trademarks	
85/883,731	CPLM
3,117,977	CWAP
4,160,834	CWDP
3,045,840	CWNA
3,098,875	CWNE
2,806,634	CWNP
3,326,582	CWNT
2,886,652	CWSP
3,728,130	CWTS
4/2012/00014506	CPLM (Philippines)
URLs	[REDACTED]

For purposes of clarity, pursuant to this Agreement, Seller intends to transfer to Buyer all of its customer lists, trademarks (whether registered or unregistered), trade names, copyrights (whether registered or unregistered), and URLs, whether or not such items are specifically enumerated in this Schedule 1.

ASSUMED LIABILITIES

[REDACTED]