CH \$1140.00 862468

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383019

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:	Beckett Media, LLC	
Street Address:	4635 McEwen Road	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75244	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	86246837	ENGAGED ENTHUSIAST MEDIA
Serial Number:	86246825	ENGAGED MEDIA
Serial Number:	85959309	PLAID PARASOL
Serial Number:	86120126	AMERICAN FARMHOUSE STYLE
Serial Number:	85625688	WORLD OF FIREPOWER
Registration Number:	2609146	ACTION PURSUIT GAMES
Registration Number:	1675834	AMERICAN SURVIVAL GUIDE
Registration Number:	2178656	BOW & ARROW HUNTING
Registration Number:	3337523	COTTAGES & BUNGALOWS
Registration Number:	3283763	DIESEL WORLD
Registration Number:	2138044	DRAG RACER
Registration Number:	2176969	GUN WORLD
Registration Number:	1657870	KNIVES ILLUSTRATED
Serial Number:	85818056	MAXIMUM DRIVE
Registration Number:	3407172	MUSCLE CAR POWER
Registration Number:	2005194	ROMANTIC HOMES
Serial Number:	85751378	ULTIMATE DIESEL BUILDER'S GUIDE
Registration Number:	4200952	ULTIMATE MMA
Registration Number:	1976514	VICTORIAN HOMES

TRADEMARK REEL: 005785 FRAME: 0499

900363228

Property Type	Number	Word Mark
Registration Number:	4336156	WELL STYLED HOME
Registration Number:	4069513	YUM
Serial Number:	86098112	LOW SUGAR LIVING
Serial Number:	86299790	B BECKETT AUCTION SERVICES SERVICE! TRUS
Registration Number:	2417644	В
Registration Number:	2461317	В
Registration Number:	1734726	BECKETT
Registration Number:	2108233	BECKETT
Registration Number:	2331054	BECKETT
Registration Number:	2325440	BECKETT
Registration Number:	2482116	BECKETT
Registration Number:	3255733	BECKETT ELITE
Registration Number:	2668476	BVG
Registration Number:	3363283	COLLECT CARDS. IT'S AMERICA'S HOBBY.
Registration Number:	3321934	THE #1 AUTHORITY ON COLLECTIBLES
Registration Number:	2410767	THE HOBBY'S MOST RELIABLE AND RELIED UPO
Registration Number:	2410768	THE HOBBY'S MOST RELIABLE AND RELIED UPO
Registration Number:	3055211	THE WORLD'S MOST TRUSTED SOURCE IN COLLE
Serial Number:	86116675	BECKETT FANSHOP
Serial Number:	86120124	MAKE IT VINTAGE
Serial Number:	85728060	THE WORLD'S MOST TRUSTED SOURCE IN COLLE
Registration Number:	3222579	MOTORTOPIA
Registration Number:	3423527	MOTORTOPIA
Serial Number:	86117852	GO GLUTEN FREE
Serial Number:	86117860	VINTAGE HOLIDAY
Serial Number:	86117831	AMERICAN MADE LIVING

CORRESPONDENCE DATA

Fax Number: 8443978265

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: 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:	05/04/2016	
Total Attachments: 9		
source=ASL to Beckett Media 1-1-14_R	edacted#page1.tif	
source=ASL to Beckett Media 1-1-14_R	edacted#page2.tif	
source=ASL to Beckett Media 1-1-14_Redacted#page3.tif		
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source=ASL to Beckett Media 1-1-14_Redacted#page9.tif		

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "<u>Agreement</u>") is entered into as of January 1, 2014 by and among Alliance Services Ltd., a Bermuda corporation (the "<u>Seller</u>") and Beckett Media, LLC. ("<u>Purchaser</u>").

RECITALS

WHEREAS, on December 30, 2013, the Seller purchased certain of the intellectual property of the Purchaser.

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

WHEREAS, Seller and Purchaser have negotiated the terms of this Agreement at armslength 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 and Schedule 2 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. <u>Purchase Price</u>. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, available funds (the "<u>Closing Consideration</u>"); and (b) assume the liabilities and obligations of the Seller identified as <u>Assumed Liabilities</u> on Schedule 1 and Schedule 2.
- 3. <u>Liabilities and Obligations Not Assumed</u>. 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.

1

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

SELLER:

ALLIANCE	SERV	ICES	LTD
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By:

Name: Grea E

Title: Chairman

PURCHASER:

BECKETT MEDIA, LLC

By:

Name: Greg E. Lindberg

Title: Chairman

H#: 460217



SCHEDULE 1

ASSETS

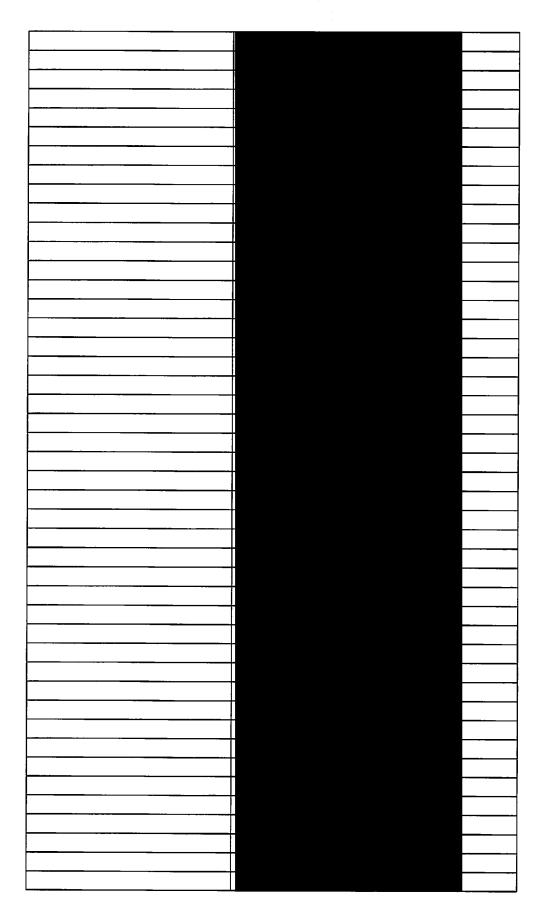
Customer Lists	
Customer Lists	
Trademarks	
86/246,837	Engaged Enthusiant Madia
86/246,825	Engaged Enthusiast Media ENGAGED MEDIA
85/959,309	
3,346,991	Plaid Parasol
	Desired Massive O. I'. C
Allowed to Lapse	Beckett Massive Online Gamer
86/120,126	American Farmhouse Style
86/117,831	American Made Living
85/625,688	World of Firepower
0.600.146	
2,609,146	Action Pursuit Games
1,675,834	American Survival Guide
0.170.434	Bedrooms and Baths
2,178,656	Bow & Arrow Hunting
	Concealed Carry Handguns
3,337,523	Cottages and Bungalows
3,283,763	Diesel World
2,138,044	Drag Racer
	Drive
3,495,709	Elite Fighter
	Flea Market Décor
	Guide to Phone Apps
2,176,969	Gun World
	Gun World + Knives SIP
	Home Defender
	Kitchens (includes Kit-BB-FMD-RL)
1,657,870	Knives Illustrated
85/818,065	Low Sugar Life
85/818,056	Maximum Drive
3,407,172	Muscle Car Power
3,432,496	Ore Off-Road Enthusiast
2,005,194	Romantic Homes

H#: 449442



· — · — · — · — · — · — · — · — · — · —	Street Trucks	
	Tactical World	
3,432,491		
85/751,378	The World of Rods	
4,200,952	Ultimate Diesel Builders Guide	
1,976,514	Ultimate MMA	
4,336,156	Victorian Homes	
4,069,513	Well Styled Homes	
4,009,313	Yum Zombies	
	Zombies	
Specials		
Specials	<u> </u>	
06/117.050		
86/117,852	Go Gluten Free	
05/000 110	Hollywood Hair	
85/098,112	Low Sugar Living	
	Romantic Bedrooms and Baths	
	Romantic Living	
	Summer Fun - Gaming Guide	
	Summer Grilling Guide	
86/117,860	Vintage Holiday	
Books		
URLs		
· · · · · · · · · · · · · · · · · · ·		

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ASSUMED LIABILITIES

H#: 449442

SCHEDULE 2

ASSETS

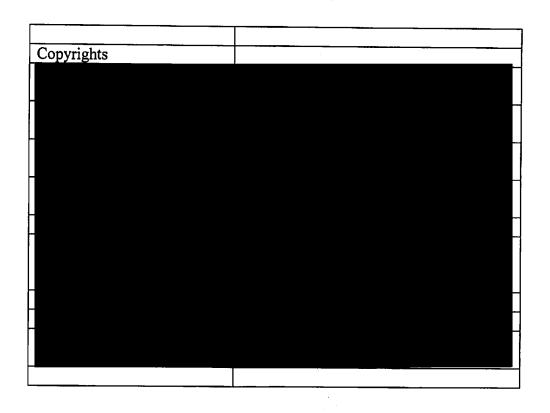
Customer Lists	
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	-
m 1	
Trademarks	
86/200 700	B BECKETT AUCTION SERVICES
86/299,790	SERVICE! TRUST! INTEGRITY! (AND
	DESIGN)
2,417,644	
2,461,317	B and design
011063716 (EU)	D with thought
5567713 (Japan)	
4179419 (Japan)	
2629014 (UK)	
1,734,726	
2,108,233	
2,331,054	
701019 (Australia)	
000186627 (EU)	
2,325,440	D 1 "
2,482,116	Beckett Production 11 to 15
3,625,878 3,630,053	Beckett Channel Integration
3,255,733	Beckett Channel Integration and Design Beckett Elite
Allowed to Lapse	Beckett Fantasy Sports Monthly
2,668,476	BVG
3,363,283	Collect Cards. It's America's Hobby.
3,321,934	The #1 Authority on Collectibles
2,410,767	The Hobby's Most Reliable and Relied
2,410,768	Upon Source
3,055,211	The World's Most Trusted Source in
	Collecting
1503342 (Australia)	Beckett
840238088 (Brazil)	Beckett

H#: 449442



1,590,114 (Canada)	Beckett
2380782 (India)	Beckett
1309968 (Mexico)	Beckett
86/116,675	Beckett Fanshop
86/116,717	Fanshop
86/117,868	Graded Gallery Football Collection
86/120,124	Make It Vintage
85/728,060	The World's Most Trusted Source in
	Collecting
1181835 (Australia)	Motortopia
754,102(Canada	
0923315 (EU)	·
728742(NZ)	
3,222,579	
3,423,527	
923315 (WIPO)	
Magazine Titles	
URLs	
	+
	+
	+
	-
	+
	+

H#: 449442



ASSUMED LIABILITIES

H#: 449442

RECORDED: 05/04/2016