

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/24/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F&M Expressions Unlimited, Inc.		07/24/2013	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Green Applications LLC		
Trading As:	F&M Expressions Unlimited		
Street Address:	565 Windsor Drive		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07904		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4305804	F&M EXPRESSIONS UNLIMITED	
Registration Number:	4173889	MYIDWEAR	
Registration Number:	4160067	F&M	
CORRESPONDENCE DATA			
Fax Number:	9733760903		
<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:	9733760909		
Email:	lfong@bmk-law.com		
Correspondent Name:	Lora L. Fong		
Address Line 1:	Brown Moskowitz & Kallen PC		
Address Line 4:	Summit, NEW JERSEY 07901		
NAME OF SUBMITTER:	Lora L. Fong		
SIGNATURE:	/s/		
DATE SIGNED:	07/18/2016		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

By and Between

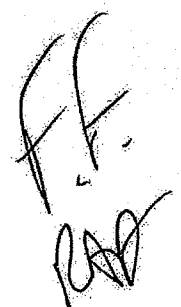
F&M EXPRESSIONS UNLIMITED, INC.

and

GREEN APPLICATIONS LLC

dated as of

JULY 24, 2013



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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of July 24, 2013 (the "Effective Date"), is entered into by and between F&M Expressions Unlimited, Inc., a Florida corporation ("**Seller**"), and Green Applications LLC, a New Jersey limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller is in the business of manufacturing stock, custom and template screen printed heat transfers (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Accounts Receivable**" has the meaning set forth in Section 2.01(a).

"**Accounts Receivable Statement**" has the meaning set forth in Section 2.06(c).

"**Acquisition Proposal**" has the meaning set forth in Section 6.03(a).

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

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Handwritten initials:
F&M
G.A.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including, without limitation, the following:

- (a) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing ("**Accounts Receivable**");
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories including Ineligible Inventory ("**Inventory**");
- (c) all Contracts, including Intellectual Property Licenses, set forth on **Schedule 2.01(c)** of the Disclosure Schedules (the "**Assigned Contracts**");
- (d) all Intellectual Property Assets;
- (e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, and other tangible personal property (the "**Tangible Personal Property**");
- (f) all Leased Real Property;
- (g) all Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on **Schedules 4.17(b)** and **4.18(b)** of the Disclosure Schedules;
- (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
- (i) all prepaid expenses (including, without limitation, pre-paid rent, subject to the adjustment in Section 2.06(e)), credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);
- (j) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (k) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;

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Section 4.10 Real Property

(a) Seller does not own any real property used in or in connection with the Business.

(b) Schedule 4.10(b) of the Disclosure Schedules sets forth the real property leased by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of Seller in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the "Leased Real Property"), and a true and complete list of all real estate leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property (collectively, the "Leases"). Seller has delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and Seller enjoys peaceful and undisturbed possession of the Leased Real Property;

(ii) Seller is not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Seller has paid all rent due and payable under such Lease;

(iii) Seller has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under any of the Leases and, to the Knowledge of Seller, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(v) Seller has not pledged, mortgaged or otherwise granted an Encumbrance on its leasehold interest in any Leased Real Property.

(c) Seller has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws or Environmental Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Real Property as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

Section 4.11 Intellectual Property.

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(a) **Schedule 4.11(a)** of the Disclosure Schedules lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets that are not registered but that are material to the operation of the Business. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations. Except as provided in Section 4.08, and except as referenced on **Schedule 4.11(a)** of the Disclosure Schedules, all Intellectual Property Registrations are in good standing.

(b) Except as provided in Section 4.08, and except as listed on **Schedule 4.11(b)** of the Disclosure Schedules, Seller owns all right, title and interest in and to the Intellectual Property Assets, free and clear of all Encumbrances.

(c) **Schedule 4.11(c)** of the Disclosure Schedules lists all Intellectual Property Licenses. Seller has provided Buyer with true and complete copies of all such Intellectual Property Licenses. Seller and the counter-party are in full compliance with the terms and conditions of such Intellectual Property Licenses.

(d) Seller has not received any communication, and no Action has been instituted or threatened that alleges any infringement, violation or misappropriation of any Intellectual Property of a third-party, and none of the Intellectual Property are subject to any outstanding Governmental Order.

(e) **Schedule 4.11(e)** of the Disclosure Schedules lists all licenses, sublicenses and other agreements pursuant to which Seller grants rights or authority to any Person with respect to any Intellectual Property Assets or Intellectual Property Licenses. Seller has provided Buyer with true and complete copies of all such agreements. Seller and such other parties are in full compliance with the terms and conditions of such agreements.

Section 4.12 Inventory. All Inventory, whether or not reflected in the Interim Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Seller.

Section 4.13 Accounts Receivable. The Accounts Receivable reflected on the Interim Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the Business, are collectible

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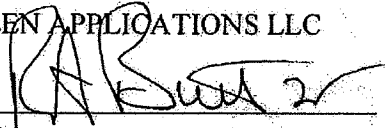
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

F&M EXPRESSIONS UNLIMITED, INC.

By: 
FRANK FLANAGAN, President

GREEN APPLICATIONS LLC

By: 
Name:
Title:

With respect to Section 6.07 only:


FRANK FLANAGAN, individually

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Schedule 4.11(a)

Intellectual Property

- (1) U.S. Patent and Trademark Office Registration Number: 4,305,804; Trademark for "F&M Expressions Unlimited" (The mark consists of large, block, capitalized letters "F" and "M" with an ampersand symbol in between on top of the word "EXPRESSIONS" in smaller block capitalized letters. The word "UNLIMITED" appears below the word "EXPRESSIONS" in smaller, block, capitalized font.)
- (2) U.S. Patent and Trademark Office Registration Number: 4,173,889; Trademark for "myidwear" (The mark consists of the word "myidwear" in lower case letters in a specialized font.)
- (3) U.S. Patent and Trademark Office Registration Number: 4,160,067; Trademark for "F&M" (The mark consists of the capitalized block letters "F" and "M" with an ampersand symbol in between.)
- (4) U.S. Copyright Office Registration Number: VA0000784146; Copyright for Visual Material, Catalog of heat transfers.
- (5) Intellectual Property Assets that are not registered have already been produced to Buyer.