

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LDS LIVING, INC.		12/01/2009	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Deseret Book Company		
Street Address:	57 West South Temple		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2622282	LDS LIVING	
Registration Number:	3267020	LDS LIVING	
Registration Number:	3267019	LDS LIVING	
Registration Number:	3267018	LDS LIVING	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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:	801-533-9800		
Email:	jstringham@wnlaw.com		
Correspondent Name:	John C. Stringham		
Address Line 1:	60 East South Temple, Suite 1000		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	10107.287		
NAME OF SUBMITTER:	John C. Stringham		
SIGNATURE:	/John C. Stringham, 40831/		
DATE SIGNED:	10/05/2016		
Total Attachments: 15			
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ASSET AGREEMENT

between

DESERET BOOK COMPANY

and

LEGACY RESERVE, LLC

and

LDS LIVING, INC

and

MATTHEW KENNEDY

Dated: December, 1st 2009

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is entered into and made effective this 1st day of December 2009 ("Effective Date") by and between Deseret Book Company, a Utah corporation ("DBC" or "Buyer") and LDS Living, Inc. ("LDS Living"); Legacy Reserve, LLC, a Utah limited liability company ("LR"), and Matthew Kennedy, an individual ("Kennedy"). LDS Living, LR and Kennedy are referred to as "Sellers." Buyer and Sellers may be collectively referred to as "Parties."

RECITALS

- A. DBC purchases and develops products and media content for wholesale and retail sales and distribution and operates both retail and direct online businesses.
- B. DBC is expanding its gift, home décor and art business through product development, vendor product purchases, and retail expansion, both online and through other channels, and desires to use the Zion's Mercantile ("ZM") brand as part that effort and the services of Matthew Kennedy to assist in this expansion under the terms of a consulting Agreement.
- C. Kennedy and LR operate a retail store under the ZM name at 1200 and 1240 Mulholland Street, Nauvoo, Illinois, (the "ZM Store"). The business of the Store is food and retail sales to customers on the premises.
- D. Kennedy also owns and operates LDS Living, which publishes a commercial magazine mainly directed to members of the Church of Jesus Christ of Latter-day Saints ("LDS") community, and owns an LDS website and email business, and owns a wholesale business.
- E.
- F. Kennedy has performed preliminary development work on some products and on a website using the ZM name, with the intent of working with or for DBC.
- G. The Parties wish to further develop, enhance and expand the ZM branded product line and to develop potential ZM online business, and other potential business uses of the ZM name.
- H. The Parties also wish to clarify the ongoing relationship, duties and ownership of the ZM Brand and of their respective businesses going forward.
- I. The Parties also wish to transfer assets and certain liabilities from LDS Living to DBC

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, the parties agree as follows:

DEFINITIONS

- a) "Encumbrances" shall mean any and all liens, charges, security interests, options, claims, mortgages, charges, easements, restrictions on use or enjoyment, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever.
- b) "Financial statements" shall mean balance sheets, statements of income, shareholders' equity and cash flows, income and balance sheets, and any other sheets containing financial information concerning LDS Living, together with the notes attached thereto.
- c) "Knowledge" shall mean anything that the Party or its officers or directors actually know or should have known through reasonable due diligence.
- d) "Closing"
- e)

ARTICLE 1

ZION'S MERCANTILE BRAND

1.1 ZM Brand Ownership.

The Parties hereby agree that LR shall transfer to DBC and that DBC shall own and control all right and title to any and all uses of the ZM Trademark and Brand. The ZM Brand includes all ZM trade names, trademarks, trade dress, URL's, website code, artwork, product development and design, interests of record held in such by LR in and to the ZM Trademark. If, and to the extent, rights to the ZM Brand currently exist in LR and/or Kennedy, they are hereby transferred to DBC. LR and/or Kennedy will facilitate any and all registration and/or licensing as necessary to affirm and establish ownership of all aspects of the ZM Brand in DBC. Title to any and all Trademark Rights comprising or associated with the ZM Brand shall pass to DBC upon execution of this Agreement (hereinafter "ZM Assets").

1.2

1.3

1.4 Representations, covenants and warranties of LR and Kennedy.

Kennedy and LR, jointly and severally, represent, covenant and warrant to DBC that:

- (a) Title to the Assets. Kennedy and/or LR own all assets transferred by this Agreement and all related intellectual property, free and clear of all pledges, security interests, liens, encumbrances, claims, options or limitations.
- (b) Authority. Kennedy and/or LR have the full power and authority to enter into this Agreement and carry out its terms. This Agreement has been duly and validly executed and delivered by Kennedy and LR and is binding upon and enforceable against them in accordance with its terms. The members of LR have authorized Kennedy to execute this agreement, a copy of the written resolution authorizing this transaction are attached as "Exhibit A".
- (c) Broker Fees. Neither Kennedy nor LR has any liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which DBC could become liable or obligated.
- (d) Consents. No consent, approval or authorization of any court, regulatory authority or governmental body or third person is required, nor is any filing or registration required to be made for the consummation of the transactions described in this Agreement except as has been obtained or will be obtained by Sellers prior to Closing.
- (e) Indemnification.

(f)

ARTICLE 2

LDS LIVING ASSET PURCHASE

2.1 Purchase of LDS Living Assets.

LDS Living wishes to sell and deliver to DBC certain assets and liabilities of LDS Living Inc., which include all the assets, advertiser contracts, databases, and information which are necessary in order to assume all the revenue, benefits, and business derived from the printed & email magazine called LDS Living, free and clear of any Encumbrances, such assets and associated liabilities shall be set forth in "Exhibit B" and referred to hereinafter as the ("LDS Living Assets"). The LDS Living Assets and the ZM Assets combined shall be referred to hereinafter as the "Assets".

2.2

2.3

2.4

2.5 Covenants of LDS Living.

LDS Living covenants that, from the date of the LDS Living Audit through the Closing, it has and will perform as follows:

(a) Operation in the Ordinary Course of Business. LDS Living covenants that it will operate in accordance with its material contracts and in a manner that is ordinary and customary for reasonable past business practices.

(b) Intellectual Property. LDS Living owns or has an interest in certain patents, patent applications, trademarks, service marks, trade names, world-wide web domain names registrations, URL registrations and listings, DBAs, copyrights, and copyright applications owned or leased by LDS Living. LDS Living acknowledges that these intellectual properties represent a substantial value to DBC by virtue of this Agreement to purchase the LDS Living Assets and, therefore, LDS Living expressly covenants that it has not and shall not sell, transfer, pledge, exchange, or otherwise dispose any of its intellectual property without the prior written consent of DBC.

(c)

2.6 Representations and Warranties of LDS Living.

Kennedy and LDS Living, jointly and severally, represent, covenant and warrant to DBC that:

(a) LDS Living is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah. LDS Living has no subsidiaries.

(b) There are no pending legal actions, administrative proceedings or investigations pending against LDS Living. LDS Living also warrants that to its knowledge there are no threatened legal actions, administrative proceedings or investigations regarding LDS Living, and that LDS Living is not party to or subject to the provisions of any judgment, order or decree of any court or governmental authority under which any obligation remains to be performed.

(c) LDS Living is not insolvent, is capable of paying its debts as they mature, and has no present intent to file bankruptcy or otherwise seek protection from its creditors under applicable bankruptcy laws.

(d) LDS Living is in compliance with all laws, regulations, and licensing requirements, and has filed with the proper authorities all necessary statements and reports.

(e)

(f) All intellectual property owned by LDS Living is in full force and effect and no rights thereto have expired, lapsed, been abandoned, been canceled or are subject to any actual or threatened legal or administrative action of any kind. The conduct of LDS Living's business does not infringe upon the proprietary rights of any third party, and LDS Living is unaware of any pending or threatened claims or actions against LDS Living's intellectual property. LDS Living is the sole owner of all of the intellectual property free of any claims or encumbrances of any kind.

(g) LDS Living will complete all consents, assignments, indemnifications, or other such documents to transfer to Deseret Book all intellectual property listed in Exhibit B and to ensure that Deseret Book is the sole owner of all of such intellectual property. The execution of this Agreement and the completion of the transactions contemplated herein shall not result in breach of any license, sublicense or other agreement relating to the transferred intellectual property.

(h) The board of Directors of LDS Living have authorized Kennedy to execute this Agreement, a copy of the resolution authorizing this are attached as "Exhibit D"

(i) All representations, warranties and indemnifications of LDS Living contained in this Agreement shall survive the Closing of this transaction.

ARTICLE 3

3.4 Due Diligence From the Effective Date of this agreement through the date of Closing, Sellers have or will fully and promptly cooperate with Buyer as Buyer performs such investigations and inspection of Sellers' Assets and liabilities as Buyer, in Buyer's sole discretion, shall require. Seller warrants that it has or will deliver true and complete copies of all leases, subleases, advertising agreements, contracts, licenses, agreements of any kind, or any other contracts, trademark transfers, domain name registration transfers, titles, deeds and financial records concerning this transaction to DBC.

(a) Sellers shall fully cooperate with Buyer and shall promptly provide Buyer with all relevant information currently available to Sellers and reasonably requested by Buyer during the Due Diligence Period.

(b) If Buyer discovers a problem or defect with respect to the transferability of the Assets or the extent of the assets and liabilities, then Buyer may advise Seller in writing on or before the expiration of the Due Diligence Period of the nature of each defect or problem with respect to the Assets or liabilities and request that the Seller remedy each problem or defect prior to the Closing Date (the "Cure Period"). Seller may correct such problems within the Cure Period by providing written notice of cure to Buyer prior to the Closing Date. If Seller is unable or unwilling to cure such problems and/or defects prior to the Closing Date, Buyer shall have the option to elect to cancel this agreement or to waive such problem or defect and close the transaction contemplated herein.

3.6 Nondisclosure.

The President and Chief Executive Officer of DBC shall have the sole discretion as to the content and timing of any public announcement or press release announcing the transactions contemplated herein.

3.7 Confidentiality.

The Parties and each of their attorneys, successors, assigns, partners, agents, servants, officers, employees, and representatives, shall maintain the terms, conditions and amounts of this Agreement and its Exhibits in the strictest confidence and shall not disclose its terms to any third parties except: (a) as necessary for purposes of enforcing this Agreement in a judicial proceeding; (b) as required by law, or judicial, administrative, or regulatory order; or (c) as required by an

accountant, CPA, IRS, or other tax preparers or taxing authority. (e) or as necessary in order to inform employees, partners, investors, or institutions of various changes in obligations, duties, or ownership.

3.8 Representations and Warranties of Deseret Book.

Deseret Book covenants, represents and warrants to the best of its knowledge the following to LDS Living:

(a) **Organization of Deseret Book.** Deseret Book is a corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, with full power and authority to carry on its business as now conducted.

(b) **Authority to Enter this Agreement.** DBC has duly executed and delivered this Agreement, and this Agreement is the valid and binding obligation of DBC enforceable in accordance with its terms.

(c) **Consents.** No consent, approval or authorization of any court, regulatory authority or governmental body or third person is required to be obtained by DBC nor is any filing or registration required to be made therewith by DBC for the consummation of the transactions described in this Agreement except as has been obtained or will be obtained prior to Closing.

3.9 Indemnification.

The Parties shall indemnify and hold harmless each other from and against any and all claims, losses, damages, costs, liabilities, or expenses whatsoever, including attorneys' fees and expenses of litigation, which may directly or indirectly arise out of or be incurred or suffered by reason of the inaccuracy of any representation or warranty or the breach of any covenants contained herein or in any asset purchase agreement executed after the exercise of this Agreement.

3.10 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent by overnight mail service, or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by such Party by like notice):

If to Deseret Book, at: Deseret Book Company
57 W. South Temple
Salt Lake City, Utah 84130

with a copy to:

If to LDS Living, LR,
or Matthew Kennedy at: Matthew Kennedy

Orem, UT

Notices delivered personally shall be effective upon delivery, notices delivered by overnight mail shall be effective one day after deposited with overnight mail, and notices mailed by registered or certified mail shall be effective three (3) days after mailing. Written notice given by any other method shall be deemed effective only when actually received by the Party to whom given.

3.11

3.12 Entire Agreement; Modifications.

The Parties acknowledge and agree that they have been independently represented by counsel, that they have made an independent investigation of the facts, and that they are relying solely on their own investigation in deciding to enter into this Agreement. The Parties specifically agree that this Agreement and its exhibits are the only agreements between the Parties for the subject transaction and that all other agreements, representations, and discussions other than as specifically made or referenced herein are of no effect. This Agreement may not be amended or altered unless such changes are reduced to writing and executed by the Parties. The provisions of this paragraph may not themselves be amended except in conformity herewith, and no subsequent course of conduct shall be deemed to constitute such alteration or amendment.

3.13 Amendment.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

3.14 Waiver.

No provision of this Agreement can be waived except in writing duly executed by the Parties. The failure of either Party at any time or times to require performance of any provision thereof shall in no manner affect such Party's right at a later time to enforce the same, unless a waiver thereof is made in writing. No waiver by either Party of a condition or of the breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver or any other condition or of the breach of any other term, covenant, representation, or warranty of this Agreement.

3.15 Headings.

The headings of the sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

3.16 Dispute Resolution.

In the event any action, dispute, claim, or controversy arises between the Parties in relationship to this Agreement, the aggrieved Party shall promptly notify the other Party of the dispute within ten business days after such dispute arises. Upon receiving notification of the dispute, the Parties agree that they will use good faith efforts to attempt to resolve the dispute within thirty days after the delivery of the notice.

If the parties are unable to resolve their disputes, the parties shall within 30 days submit the matter to mediation before a mutually acceptable mediator. If mediation fails, the parties may submit the dispute to litigation. Jurisdiction over any dispute between the parties shall exclusively lie in the state and federal courts located in Salt Lake County, State of Utah. Notwithstanding anything in this paragraph 3.11, if either party needs to commence litigation in order to obtain preliminary injunctive relief or to preserve a statute of limitations, they may commence litigation at any time.

3.17 Governing Law; Venue.

This Agreement and the transaction described herein shall be construed in accordance with, and governed by, the laws of the State of Utah, without giving effect to its choice of law provisions. If any Party is required to take any action to enforce its rights under this Agreement as a result of a breach of the other Party, whether or not a suit or other legal action is initiated, the breaching Party shall reimburse and pay the non-breaching Party promptly upon demand all fees and costs incurred by the non-breaching Party in connection with such action, including, without limitation, reasonable attorneys' fees and court costs

3.18 Exhibits.

The exhibits to this Agreement are an integral part of this Agreement and shall be deemed to be incorporated into this Agreement.

3.19 Survival of Representations, Warranties, Covenants, and Exhibits.

The representations, warranties, covenants and indemnifications found in this agreement and the exhibits to this Agreement shall survive the Closing of this agreement and shall remain true and correct through any applicable statute of limitations period.

3.21 Parties in Interest.

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and, except as otherwise prohibited, their respective successors and assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

3.22 Construction of Agreement.

This Agreement is a result of the negotiation of the Parties and the Parties agree that there shall be no presumption of authorship attributed to either Party.

3.23 No Third Party Beneficiary provision.

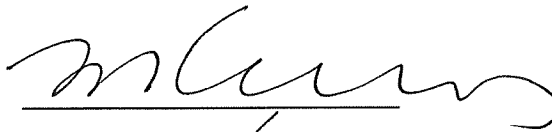
No Third Party Beneficiary. The terms of this Agreement are for the benefit of the parties to this Agreement. The parties do not intend to benefit or create any cause of action for any person or entity that is not a party to this agreement.

3.24 Method of Execution.

This Agreement may be signed in counterparts. A faxed signature will be considered an original signature.

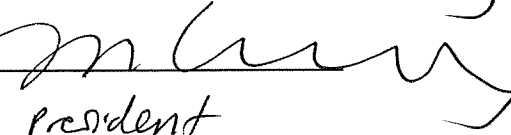
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

MATTHEW KENNEDY



LEGACY RESERVE, LLC

By:

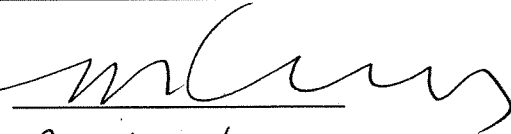


Its:

President

LDS LIVING, INC.

By:

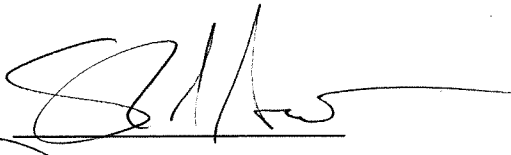


Its:

President

DESERET BOOK COMPANY

By:



Its:

President + CEO

EXHIBIT B
LDS LIVING ASSETS & APPROVED LIABILITIES

LDS LIVING ASSETS

DOMAIN NAMES:

- LDSGEMS.ORG Active - Expires 5/23/2010
- LDS-GEMS.ORG Active - Expires 5/23/2010
- LDS-LIVING.COM Active - Expires 10/7/2011
- LDSLIVING.NET Active - Expires 10/3/2010
- LDS-LIVING.NET Active - Expires 10/7/2011
- LDS-LIVING.ORG Active - Expires 10/7/2011
- LDSLIVINGONLINE.COM Active - Expires 7/15/2010
- LDSLIVINGONLINE.NET Active - Expires 7/15/2010
- LDSLIVINGONLINE.ORG Active - Expires 7/15/2010
- MORMONMERCANTILE.COM Active - Expires 11/16/2011
- KIRTLANDMERCANTILE.COM Active - Expires 11/16/2011
- PALMYRAMERCANTILE.COM Active - Expires 11/16/2011
- ZIONMERCANTILE.COM Active - Expires 9/27/2011
- ZIONMERCANTILE.ORG Active - Expires 9/27/2010
- ZIONSMERCANTILE.COM Active - Expires 7/26/2011
- ZIONSMERCANTILE.NET Active - Expires 7/26/2011

LDS LIVING SOCIAL NETWORK ACCOUNTS:

- LDS Living Facebook Account
- LDS Living Twitter Account
- LDS Living You Tube Account

LDS LIVING SUBSCRIBER AND EMAIL DATABASE:

- All Email Accounts
- All Mailing Addresses
- All Subscription Data
- All Customer Information

COPYRIGHTS & ARTWORK:

- LDS Living has not filed Copyrights with the Copyright Office for content or artwork
- Christus reproduction rights and Copyright.

EXISTING ADVERTISING CONTRACTS:

- All new Revenue and Ad Contracts

TRADEMARK RIGHTS:

- LDSLIVING REGISTERED TRADEMARKS: LDS Living – Federal Registration No's: 2622282 , 3267020 , 3267019 , 3267018