

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coffeeicon, LLC		02/14/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coffeelcon, LLC		
<b>Street Address:</b>	2874 Shelter Creek Ct.		
<b>City:</b>	Green Bay		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54313		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86147633	FRENCH KISS COFFEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9204995700		
<b>Email:</b>	rkornowske@gerberslaw.com		
<b>Correspondent Name:</b>	Ross R. Kornowske		
<b>Address Line 1:</b>	2391 Holmgren Way		
<b>Address Line 2:</b>	Ste. A		
<b>Address Line 4:</b>	Green Bay, WISCONSIN 54304		
<b>NAME OF SUBMITTER:</b>	Ross R. Kornowske		
<b>SIGNATURE:</b>	/Ross R. Kornowske/		
<b>DATE SIGNED:</b>	02/22/2017		
<b>Total Attachments: 10</b>			
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## ASSET PURCHASE AGREEMENT

12<sup>th</sup> THIS ASSET PURCHASE AGREEMENT ("Agreement") is being entered into this day of March, 2016, by and among CoffeeIcon, LLC, a Wisconsin limited liability company ("Buyer") and CoffeeIcon, LLC a/k/a CoffeeIcon.com, LLC, a Texas limited liability company ("Seller"), Michael D. Ferguson and Paul J. Endres (jointly referred to herein as "Seller's Shareholders").

### WITNESSETH:

**WHEREAS**, Seller owns and operates a website and store locations in the State of Texas which sell coffee, coffee supplies and coffee machines to the general public (the "Business"); and

**WHEREAS**, Seller desires to sell and Buyer desires to acquire substantially all of the assets of Seller relating to the Business; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of setting forth certain representations, warranties, covenants, agreements and conditions relating to the purchase and sale of the assets of Seller.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer, Seller and Seller's Shareholders agree as follows:

#### **1. Purchase of Assets.**

**1.1 Purchased Assets.** Upon the terms and subject to the conditions set forth in this Agreement, at Closing (as defined herein), Seller shall sell, convey, assign, transfer and deliver to Buyer and Buyer shall purchase and acquire from Seller, free and clear of all liens and encumbrances, all of Seller's right, title and interest in and to the assets used by Seller in its Business, including, but not limited to all signage, racking, fixtures, roaster, containers, inventory and other assets located at Seller's Cyprus, Texas location, all customer and e-mail marketing lists, all marketing materials, including logos, flyers, ads and e-mails, brochures, banners, photos, videos, designs, telephone numbers, telephone listings, facsimile numbers, e-mail addresses, domain names and websites, including "www.coffeeicon.com", Twitter and Facebook accounts, all supplier and vendor lists, price lists and all intellectual property, including the trade names "CoffeeIcon" and "CoffeeIcon.com", patents, copyrights, service marks, brands, and trademarks, including "CoffeeIcon", Serial No. 77938033 (all of the foregoing assets being referred to herein as the "Purchased Assets"), more particularly described on Exhibit A hereto.

**1.2 Warranty Bill of Sale.** The Purchased Assets shall be transferred to Buyer via a Warranty Bill of Sale substantially in the form attached hereto as Exhibit B and all other transfer of record documents necessary to transfer the Purchased Assets shall be executed by Seller.

**1.3 Trademark.** The trademark "CoffeeIcon" registered with the United States Patent and Trademark Office as Serial No. 77938033 shall be assigned to Buyer pursuant to a written assignment substantially in the form attached hereto as Exhibit C.

**1.4 Excluded Assets.** All cash, cash equivalents, accounts receivable and the assets located at Seller's stores in Tomball, Magnolia and LaCenterra, Texas are excluded assets.

**2. Closing.** The consummation of the transactions contemplated by this Agreement shall take place at Gerbers Law, S.C. 2391 Holmgren Way, Suite A, Green Bay, WI 54304 on or before March   , 2016, or at such other time and place as the parties may mutually agree (the "Closing").

**3. Purchase Price and Payment.** The consideration for the Purchased Assets shall be Eighty Thousand and 00/100 Dollars (\$80,000.00) ("Purchase Price"). Payment of the Purchase Price shall be made in cash or cash equivalent at the time of Closing.

**4. Allocation of Purchase Price.** The Purchase Price shall be allocated as follows:

\$35,000.00	Goodwill, including assignment of "Coffeelcon" trademark
\$10,000.00	Transfer and maintenance of Celerant website
<u>\$35,000.00</u>	Assets of Cypress store
\$80,000.00	Total

The parties shall make consistent use of the allocations for all tax purposes and in all filings, declarations and reports with the IRS including the reports required to be filed under Section 1060 of the Code. Buyer shall prepare and deliver IRS Form 8594 to Seller within sixty (60) days after Closing to be filed with the IRS.

**5. Liabilities.** Buyer shall assume no liabilities of Seller. Seller shall be responsible for and pay all liabilities relating to the Purchased Assets at or before Closing.

**6. Celerant Website.** Included in the Purchased Assets is the exclusive right to the domain "[www.coffeelcon.com](http://www.coffeelcon.com)" and the servers owned by Seller to maintain such website. Subsequent to Closing, Seller and Seller's Shareholders agree to maintain the servers and e-mail servers at the Bunker Hill location for a monthly fee to be paid by Buyer. Seller shall maintain and transfer the website contract with Celerant to Buyer effective May 1, 2016. Seller and Seller's Shareholders shall provide Buyer with all login codes and information relating to the website to permit Buyer's access to the same. Seller and Seller's Shareholders agree to maintain the website and servers for the sole and exclusive benefit of Buyer and shall exercise reasonable care in maintaining the same.

**7. License.** Notwithstanding the transfer of the Purchased Assets, Buyer agrees to grant to Seller a non-exclusive license to continue to operate Seller's physical locations at Tomball, Magnolia and LaCenterra, Texas, pursuant to that license agreement attached hereto as Exhibit D. Seller shall not be permitted to use the name "Coffeelcon" in any other capacity without the written consent of Buyer.

**8. Non-Competition Agreement. INTENTIONALLY OMITTED**

**9. Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**9.1 Title to Assets; Encumbrances.** Seller owns good and transferable title to all Purchased Assets, free and clear of any liens or encumbrances. Seller further represents and warrants to Buyer that he has the sole right to use of the Purchased Assets and that Seller's use of the Purchased Assets does not infringe upon any third party's patents, trademarks, copyrights or other proprietary claims.

**9.2 Tax Returns Filed and Taxes Paid.** Seller has filed or caused to be filed on a timely basis all tax returns and all reports with respect to taxes of any nature that are or were required to be filed pursuant to federal, state or municipal taxing authorities (the "Taxes").

**9.3 Compliance with Legal Requirements; Governmental Authorizations.**

(a) Seller is, and at all times has been, compliant in all material respects with any and all legal requirements relative to the operation of the Business and ownership of the Purchased Assets.

(b) Seller has not received from any governmental entity or any other person notice regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any legal requirements; or (ii) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

**9.4 Legal Proceedings; Orders.** There is not now pending nor any threatened legal proceedings by or against Seller or that otherwise relates to or may affect the Business of, or any of the Purchased Assets owned by Seller.

**10. Covenants of Seller.**

**10.1 Access and Investigation.** Between the date of this Agreement and Closing, and upon reasonable advance notice received from Buyer, subject to Seller's consent, which consent shall not be unreasonably withheld, Seller shall afford Buyer and its representatives full and free access, during regular business hours, to Seller's Business records and shall furnish Buyer with copies of any and all contracts, governmental authorizations, books and records and other financial documents and data as Buyer shall reasonably request.

**10.2 Exclusivity.** Until such time as this Agreement shall be terminated pursuant to the provisions herein, Seller shall not, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, or provide any nonpublic information to, any third party (other than Buyer or Buyer's representatives) relating to the Business, the Purchased Assets and the transactions contemplated herein.

**11. Conditions Precedent to Buyer's Obligation to Close.** Buyer's obligation to purchase the Purchased Assets is subject to the satisfaction of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

**11.1 Accuracy of Representations.** All of Seller's representations and warranties contained in this Agreement shall have been accurate as of the date of this Agreement, and shall be accurate as of the time of Closing.

**11.2 Seller's Performance.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been duly performed and complied with.

**11.3 No Material Adverse Change.** There being no material adverse change in the Business or the Purchased Assets.

**11.4 UCC.** Seller providing to Buyer a Uniform Commercial Code lien search, confirming that there are no liens against the Purchased Assets or the Business at Closing.

**11.5 Additional Documents.** Seller shall have caused the documents and instruments required herein and the following documents to be delivered (or tendered subject only to Closing) to Buyer:

- (a) Releases of all encumbrances on the Purchased Assets; and
- (b) Verification that all taxes due have been paid by Seller to the appropriate taxing authorities.

**12. Conditions Precedent to Seller's Obligation to Close.** Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at Closing is subject to the satisfaction, at or prior to Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

**12.1 Accuracy of Representations.** All of Buyer's representations and warranties contained in this Agreement shall have been accurate as of the date of this Agreement, and shall be accurate as of the time of Closing.

**12.2 Buyer's Performance.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to Closing, including but not limited to payment of the Purchase Price as required by Section 3 herein, shall have been duly performed and complied with.

**13. Termination.**

**13.1 Termination Events.** By notice given prior to Closing, subject to Section 13.2 herein, this Agreement may be terminated as follows:

- (a) by Buyer if a material breach of any provision of this Agreement has been committed by Seller or Seller's Shareholders and such breach has not been waived by Buyer;
- (b) by Seller if a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller; and

(c) by mutual consent of Buyer and Seller and Seller's Shareholders.

**13.2 Effect of Termination.** If this Agreement is terminated pursuant to Section 13.1, all obligations of the parties under this Agreement will terminate, provided, however, that, if this Agreement is terminated because of a breach of this Agreement the non-breaching party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination.

**14. Indemnification.** Seller and Seller's Shareholders agree to hold Buyer harmless and indemnify Buyer against any and all actions, suits, claims, proceedings or investigations as may relate to Seller, Seller's Shareholders or the Business, or any event giving rise thereto, which results from or arises out of any action or inaction of Seller or Seller's Shareholders in connection with the operation of the Business prior to Closing.

**15. Survival of Indemnification Rights.** All representations, warranties shall survive Closing and the consummation of the transactions contemplated hereunder. The right to a party's indemnification shall include the right to that party's costs in seeking indemnification, including but not limited to reasonable attorney's fees.

**16. Alternative Dispute Resolution.** Any and all disputes between the parties arising out of this Agreement shall be resolved by arbitration pursuant to the non-administered rules promulgated by the International Institute for Conflict Prevention & Resolution, Inc. ("CPR") at the time a dispute should arise. Notwithstanding the foregoing, a party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage, or to preserve the status quo. Each party shall be responsible for its own expenses of arbitration and shall share equally in the expenses of the arbitrator or any services rendered by CPR.

**16. General Provisions.**

**16.1 Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when: (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, and marked to the attention of the person designated below (or to such other address, e-mail address or person as a party may designate by notice to the other parties):

If to Seller or Seller's Shareholders:

CoffeeIcon, LLC, Texas  
18029 Hufsmith Kohrville Road  
Tomball, TX 77375

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If to Buyer:

CoffeeIcon, LLC, Wisconsin  
2874 Shelter Creek Court  
Green Bay, WI 54313  
[twolf@new.rr.com](mailto:twolf@new.rr.com)

**16.2 Confidentiality.** No party shall disclose the contents of this Agreement or the transactions contemplated herein until such time that the parties agree to such disclosure.

**16.3 Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, notwithstanding any choice of law or conflict of law provision that would otherwise cause the application of laws of any other jurisdiction. Any action or proceeding arising out of or based upon this Agreement shall be commenced and adjudicated in the state courts of Brown County, Wisconsin or Eastern District of Wisconsin Federal Court, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

**16.4 Waiver; Remedies Cumulative.** The rights and remedies of the parties to this Agreement are cumulative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right.

**16.5 Entire Agreement and Modification.** This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

**16.6 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**16.7 Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

**16.8 Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail shall be deemed to be their original signatures for all purposes.

**16.9 Right to Specific Performance.** The parties agree that the Business constitutes unique property, that there is no adequate remedy at law for the damage which any of them might sustain for the failure of the others to consummate this Agreement, and, accordingly, that each of them is entitled to the remedy of specific performance to enforce such consummation.

**16.10 Binding Effect.** This Agreement shall be binding upon and inure for the benefit of the parties hereto, their members, successors, assigns, heirs and representatives.



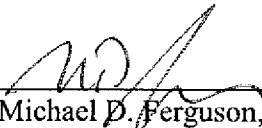
**16.11 Descriptive Headings.** The descriptive headings of the several sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**16.12 Interpretation.** It is understood by and between the parties that Wisconsin law provides that any ambiguity in an agreement is to be construed against the drafter of the agreement. The undersigned parties do hereby agree that this particular provision in Wisconsin law shall not apply to this Agreement. Instead, there shall be no presumption involved should an ambiguity exist in this Agreement. Any ambiguity shall be interpreted without regard to the identity of the drafter of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**SELLER:**

COFFEEICON, LLC, Texas

By:   
Michael D. Ferguson, Managing Member


**SELLER'S SHAREHOLDERS:**

  
Michael D. Ferguson

  
Paul J. Endres

**BUYER:**

COFFEEICON, LLC, Wisconsin

By:   
Troy Wolf, Manager

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is being made and entered into this 14 day of February, 2017, by and between CoffeeIcon, LLC, a Texas limited liability company ("Assignor") and CoffeeIcon, LLC, a Wisconsin limited liability company ("Assignee").

WHEREAS, Assignor executed an Asset Purchase Agreement dated March 1, 2016, for the sale of certain assets of Assignor; and

WHEREAS, the Asset Purchase Agreement requires that Assignor assign to Assignee the trademark "French Kiss Coffee", Serial No. 86147633 (the "Trademark"); and

WHEREAS, Assignor agrees to assign and transfer the Trademark to Assignee in exchange for the consideration set forth herein.

NOW, THEREFORE, in consideration of the terms and provisions of the Asset Purchase Agreement, the parties agree as follows:

**1. ASSIGNMENT AND TRANSFER OF THE TRADEMARK.** Assignor hereby assigns and transfers all of its rights, title, and interest in and to the Trademark, including all goodwill associated therewith, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization.

**2. CONSIDERATION FOR THE TRADEMARK.** Consideration for this assignment is the Asset Purchase Agreement between Assignor and Assignee dated March 1, 2016.

**3. RECORDING OF ASSIGNMENT AND REGISTRATION FEES.** Upon execution hereof, Assignor shall execute all necessary documents for Assignee to file an assignment of the Trademark with the U.S. Patent and Trademark Office, in favor of the Assignee, with exclusive rights to the benefit of the Assignee commencing upon execution of this Agreement. Assignee shall bear all assignment fees incurred hereby.

**4. REPRESENTATIONS AND WARRANTIES.** Assignor hereby represents and warrants as follows:

**4.1** Coffeecon, LLC is a Texas limited liability company duly organized and validly existing under the laws of the State of Texas.

**4.2** Assignor has the exclusive possession of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark.

**4.3** There is no litigation or any other dispute arising from or relating to the Trademark.

**4.5** The execution of this Agreement shall constitute a legal, valid and binding agreement between Assignor and Assignee, enforceable against Assignor in accordance the terms and provisions thereof.

**4.6** Assignor has never previously assigned or transferred the Trademark to any third party.

**5. APPLICABLE LAW.** This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of law principles.

**6. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
as of the date first set forth above.

COFFEEICON, LLC, Texas

COFFEEICON, LLC, Wisconsin

By: 

Michael D. Ferguson

Its: Managing Member

By: 

Troy Wolf

Its: Manager