

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427929

<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>
Nature's Pathways, LLC		12/16/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KG Media Two, LLC		
<b>Street Address:</b>	936 Twelve Oaks Lane		
<b>City:</b>	Menasha		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54942		
<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>	78967310	NATURE'S PATHWAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9209960001		
<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>	920-996-0000		
<b>Email:</b>	tmdocket@epiphanylaw.com		
<b>Correspondent Name:</b>	Kevin L. Eismann		
<b>Address Line 1:</b>	4211 N. Lightning Drive		
<b>Address Line 4:</b>	Appleton, WISCONSIN 54913		
<b>NAME OF SUBMITTER:</b>	Kevin L. Eismann		
<b>SIGNATURE:</b>	/kle/		
<b>DATE SIGNED:</b>	05/17/2017		
<b>Total Attachments: 27</b>			
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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated this 16<sup>th</sup> day of December, 2016, by and between Nature's Pathways, LLC, a Wisconsin Limited Liability Company (the "Seller"); and KG Media Two, LLC, a Limited Liability Company (the "Buyer").

### RECITALS

- A. Seller owns and publishes Nature's Pathways magazine (the "Magazine"), which is a monthly magazine and online resource that provides information on living a healthy lifestyle via nutrition, fitness, personal growth, wellness, relaxation, and organic and green living. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets (as defined in section 2 hereof), excluding the Excluded Assets (as defined in Section 3 hereof).

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. Sale and Purchase. At Closing (as defined below), and in accordance with all of the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, all of Seller's right, title and interest in and to the Purchased Assets (as defined in section 2 hereof), excluding the Excluded Assets (as defined in section 3 hereof), and Buyer shall accept the Purchased Assets as-is. Buyer shall assume liability for the Purchased Assets, with the only exceptions being what the Seller expressly warrants in this Agreement. Once executed by all parties, this Agreement shall become effective on 12:01 a.m. on January 1, 2017 (the "Effective Date").
2. Purchased Assets. The "Purchased Assets" include substantially all of the assets and rights relating to or arising from the publication of the Magazine specifically the following, and excluding those Excluded Assets specifically listed in section 3 hereof:
  - a. All rights, title and interest in the Magazine itself; including, but not limited to, the right to publish, distribute, etc.
  - b. All rights, title and interest in any intellectual property owned and used by Seller exclusively in the operation of the Magazine.
  - c. The personal property owned by Seller, specifically identified in the attached List of Hard Assets in the form attached hereto as Exhibit A.
  - d. All lists of past, present and prospective customers, vendors and suppliers of the Magazine and the right to use and/or pursue such customers, vendors and suppliers.

- e. All known customer contact information for the Magazine.
  - f. Any and all digital and/or physical records pertaining to any and all business transactions, sales, contracts, negotiations, or dealings with past, present and prospective customers of the Magazine.
  - g. All sales records pertaining to the Magazine.
  - h. All design and working files for sales literature, promotional materials, purchasing materials, catalogues, consumable materials and other items of similar character used in the operation of and related to the business of the Magazine.
  - i. The name "Nature's Pathways" or any derivations thereof.
  - j. All right, title and interest of the Magazine in, to and under those certain assignable sales contracts to which Seller has agreed to sell products and/or services to its customers, which contracts will be assigned to Buyer.
  - k. All logos, trade names, trademarks, trademark registrations and any applications therefore, copyrights, copyright registrations and applications therefore, whether issued or pending, and technical knowledge and all other similar interests relating to the Magazine. There is an active Trademark with the United States Patent and Trademark Office ("USPTO") for Nature's Pathways (the "NP Mark"), which is currently owned by Seller. Seller agrees to file the paperwork to transfer the NP Mark to Buyer.
  - l. The goodwill attributable to the business of the Magazine.
  - m. Seller's ownership interest in all domain names, website graphics and website pages of the Magazine; including, but not limited to, <http://www.naturespathways.com>, access and control of all related social media, etc.
3. Excluded Assets. Notwithstanding the provisions of Section 2 hereof, the Purchased Assets shall not include the following excluded assets ("Excluded Assets"):
- a. Any cash, cash equivalents and accounts receivable of the Magazine as of the Closing Date.
  - b. Any personal property, real estate, or fixtures owned by Seller which is not included in the attached Exhibit A.
  - c. Buyer shall assist in collecting any of Seller's accounts receivable. All money received by Buyer, paid by any party with an outstanding account, shall be paid to Seller on a first in, first out basis. A current list of Seller's A/R is attached as Exhibit D.

4. Assumed Liabilities. Unless otherwise specifically stated, Buyer is not assuming any liabilities of Seller. Buyer agrees that they are purchasing the Purchased Assets for a price that reflects that they are taking the Purchased Assets as-is, and that the Buyer is assuming all the Purchased Assets, and any contracts assumed under this Agreement (the "Assumed Contracts") in "as is, where is" condition. The Assumed Contracts shall include vendor contracts, but only if Buyer chooses to assume them. Buyer has the option of entering into new contracts on Buyer's behalf. If the Buyer is sued by a vendor of Seller strictly for Seller's actions, Seller shall provide Buyer with legal counsel of Seller's choice (e.g. Epiphany Law, LLC).
5. Liabilities and Rights not Expressly Assumed.
- a. Seller currently provides cellular phones for the employees of the Magazine. Seller will cancel phone service contracts, and give the rights to port the phone numbers to Buyer.
  - b. Seller currently employs a Sales Person and an Editor. These are not contracted positions, and employment is at will. Prior to the Effective Date, Seller will terminate employment with any of Seller's employees. Buyer would then have the option to rehire the employees to commence work as of the Effective Date.
  - c. Seller maintains work-for-hire agreements with a Designer and Photographer. Seller will assign Seller's rights to Buyer under these contracts.
6. January Issue. The January 2017 issue of the Magazine (the "Issue") will be completed before the Effective Date, and all costs and responsibility for the publishing of the Issue will be borne by Seller. All receipts for the Issue shall be remitted to Seller by Buyer as they are paid. Seller shall be entitled to any and all payments made to Seller for the Issue before the Effective Date. Seller employs a Sales Person to sell advertising. The Sales Person is paid a base wage, and a commission for revenues. As of the Effective Date, Buyer will be responsible for the base wage and any commissions on revenues collected on publications from February 2017 and on. Seller will make a final payment to the Sales person on January 15, 2017 for any revenues collected up to the Effective Date, and Buyer shall be responsible for future payments of commissions.
7. Purchase Price; Payment. The purchase price for the Purchased Assets shall be five thousand dollars (\$5,000), which amount shall be paid to Seller in immediately available funds.
8. Buyer's Payment of portion of Seller's Legal Fees. At Closing, Buyer shall pay Epiphany Law, LLC five thousand dollars (\$5,000) for legal fees incurred by Seller in this transaction. This amount shall be paid by Buyer at Closing to Epiphany Law, LLC in immediately available funds.



9. Prepaid Contracts. Seller shall retain all funds paid in advance for advertising regardless of when such advertising is to be placed. Buyer shall honor all such contracts.
10. Allocation of Purchase Price. The entire purchase price for the Purchased Assets shall be allocated to equipment. The parties agree to report this transaction for tax purposes in accordance with such purchase price allocation.
11. Closing. Closing shall be held on the Effective Date, at a mutually agreed-upon time and place. The date and event of the sale and purchase are herein referred to as the "Closing Date" and the "Closing," respectively.
12. Deliveries by Seller. At Closing, Seller shall deliver to Buyer the following:
- a. A General Assignment and Assumption Agreement in the form attached hereto as Exhibit B, executed by Seller, whereby the Assumed Contracts are assigned to Buyer;
  - b. General Warranty and Bill of Sale in the form attached hereto as Exhibit C, executed by Seller, whereby the Purchased Assets are conveyed to Buyer;
  - c. Such other instruments as may be reasonably necessary to carry out the transfers contemplated by this Agreement.
13. Deliveries and Payments by Buyer. At the Closing, Buyer shall deliver to Seller the following:
- a. The Closing Payment in immediately available funds, as set forth in Section 7.
  - b. The funds made payable to Epiphany Law, LLC, as set forth in Section 8.
  - c. Such other instruments as may be necessary to carry out the transactions contemplated by this Agreement.
14. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:
- a. Powers and Authority. It will have the legal power and right to enter into and to form this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate or result in any breach or termination of any provision of or constitute a default under any indenture agreement or other instrument to which it is a party or by which it is bound. This Asset Purchase Agreement shall be a binding and enforceable contract against Buyer.

- b. Binding Agreement. The execution, delivery and performance of this Agreement and all documents and instruments required by this Agreement do not and will not conflict with or violate any law, judgment or decree to which it is subject, or any contract or agreement to which it is a party or by which it is bound.
- c. Approvals or Consents. There are no approvals or consents of third parties necessary for the consummation of the transactions contemplated by this Agreement.

15. General Provisions.

- a. Best Efforts, Further Assurances. Each of the parties agrees to use its best efforts to complete the purchase and sale of the Purchased Assets as contemplated by this Agreement and, in so doing, to satisfy each and all of the conditions to the Closing. Each of the parties agrees to use its best efforts to satisfy or avoid the effect of action by any governmental agency, court or other third party to prevent completion of the purchase and sale of the Purchased Assets as contemplated by this Agreement. From time to time, whether at or after the Closing, Seller will execute and deliver such further instruments of conveyance, transfer and assignment and take such other action as Buyer may reasonably require to more effectively convey and transfer to Buyer any of the Purchased Assets.
- b. Waiver. Each party may, at its option, waive in writing any or all of the conditions herein contained to which the other party's obligations hereunder are subject.
- c. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested:
  - (i) If to Seller:

Mr. Kevin Eismann  
Nature's Pathways, LLC  
4211 North Lightning Drive  
Appleton, WI 54913
  - (ii) If to Buyer:

Mr. Ken Grams  
KG Media Two, LLC  
936 Twelve Oaks Lane  
Menasha, WI 54952
- d. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- e. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors, legal and personal representatives, and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
- f. Entire Transaction. This Agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties.
- g. Applicable Law. This Agreement shall be governed in its interpretation and application by the laws of the State of Wisconsin.
- h. Section Headings. The Section Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- i. Assignment. Each party hereto shall be prohibited from assigning its rights or obligations under this Agreement to any other party. Notwithstanding anything to the contrary, nothing in this Section shall prohibit a transfer by operation of law upon the death of a party.
- j. Brokerage Expenses, etc. No broker is, or has been, involved in the preparation of this Agreement or any discussions to date, and such involvement is not contemplated in the future.
- k. Publicity. No public announcement of the matters contemplated herein shall be made by any party hereto without the prior consent of the other. However, prior to and at time of Closing, Seller agrees to give reasonable cooperation to facilitate the smooth and complete transition of its business including, but not limited to, signing a letter to its/their customers, prepared by Buyer, which shall inform the customers of this transaction. Notwithstanding the foregoing, Buyer may inform current, past and prospective customers and vendors of Buyer's new ownership.
- l. Confidentiality. The parties hereto understand and agree that the terms and conditions set forth in the Letter of Intent between these parties and this Agreement, and the transactions contemplated in said documents, shall remain strictly confidential. The parties hereto are hereby prohibited from disclosing said information to any other party (except their respective attorneys, accountants, advisors, and the immediate family (parents, spouse and children) of the parties hereto, who shall be informed of the contents of this paragraph and instructed to keep the information confidential).
- m. Facsimile Signatures. Facsimile signatures to this document shall be valid as if said facsimile signatures were original signatures and shall be given full force and effect.



IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their proper officers, duly authorized so to do, all as of the date first above written.

SELLER:

NATURE'S PATHWAYS, LLC

By: 

Kevin Eismann, Manager

BUYER:

KG MEDIA TWO, LLC

By: 

Ken Grams, Manager

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EXHIBITS TO BE ATTACHED TO  
ASSET PURCHASE AGREEMENT

- Exhibit A List of Hard Assets
- Exhibit B Form of General Assignment and Assumption Agreement
- Exhibit C Form of General Warranty and Bill of Sale
- Exhibit D Seller's A/R List



EXHIBIT A

LIST OF HARD ASSETS

Agreed upon assets included in sale of Nature's Pathways to KG Media Two, LLC, a Limited Liability Company

- All contents of Grace Olson office including desks (photo A)
- Desk used by Kim Byrne (photo B)
- 3 PC's assigned to Grace, Ann, Ken (photos A,C,D)
- 2 Mac computers (photos E,F)
- All file cabinets shown (photo G,H,I)
- Server and back up (photo H)
- All past issues and racks (photos J,K,L)
- Copier with assumption of service contract (photo M)
- Copier supplies and paper (photo M)
- Shredder (photo M)
- Conference room table and chairs (photo N)
- Phone system - All components (no photo)
- Kitchen cabinet (no photo)
- Wall map (no photo)
- 1 White board (no photo)





Photo B

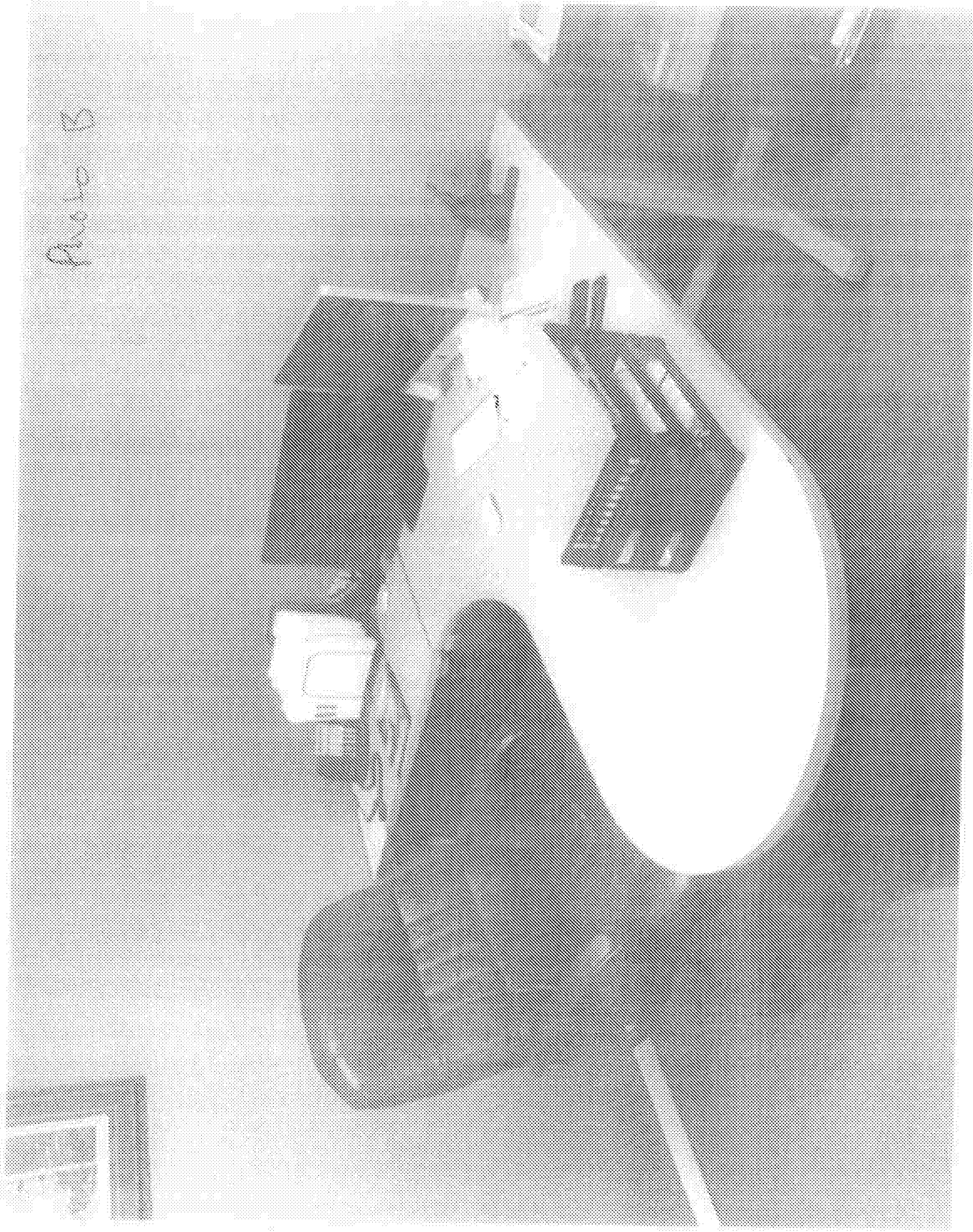


Photo 2

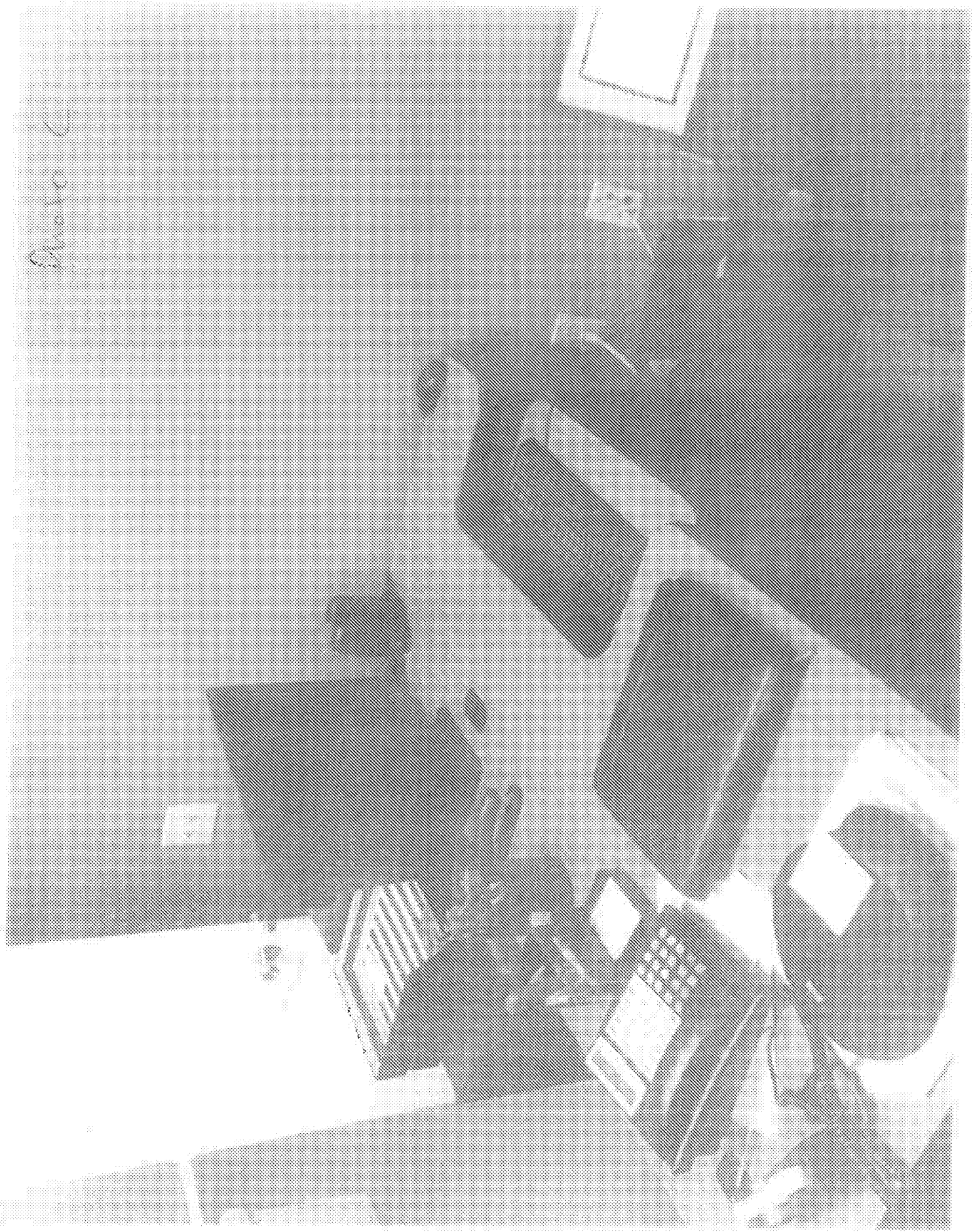


Photo D



Page 1



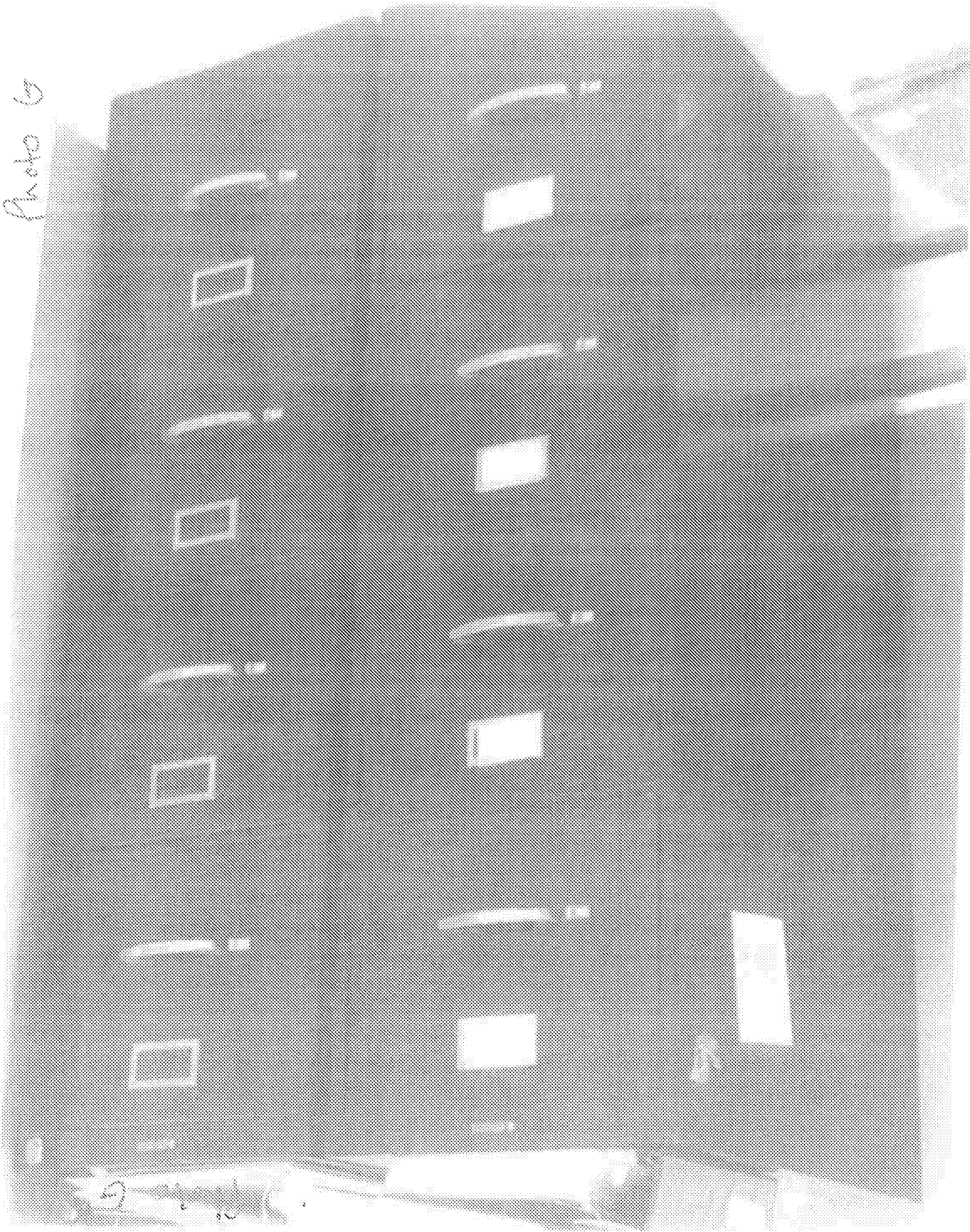


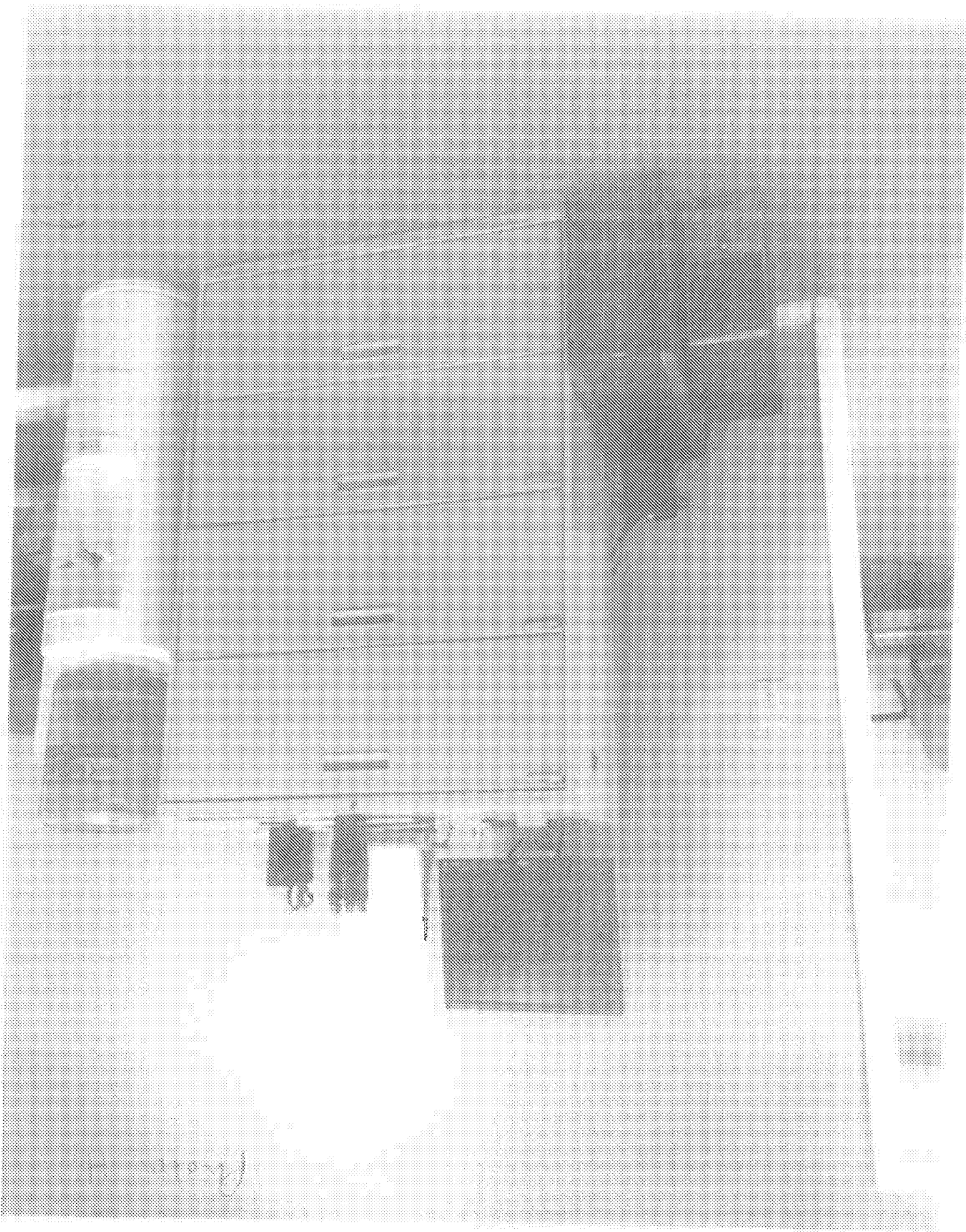


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Photo 6





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Photo K.



Photo L

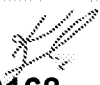
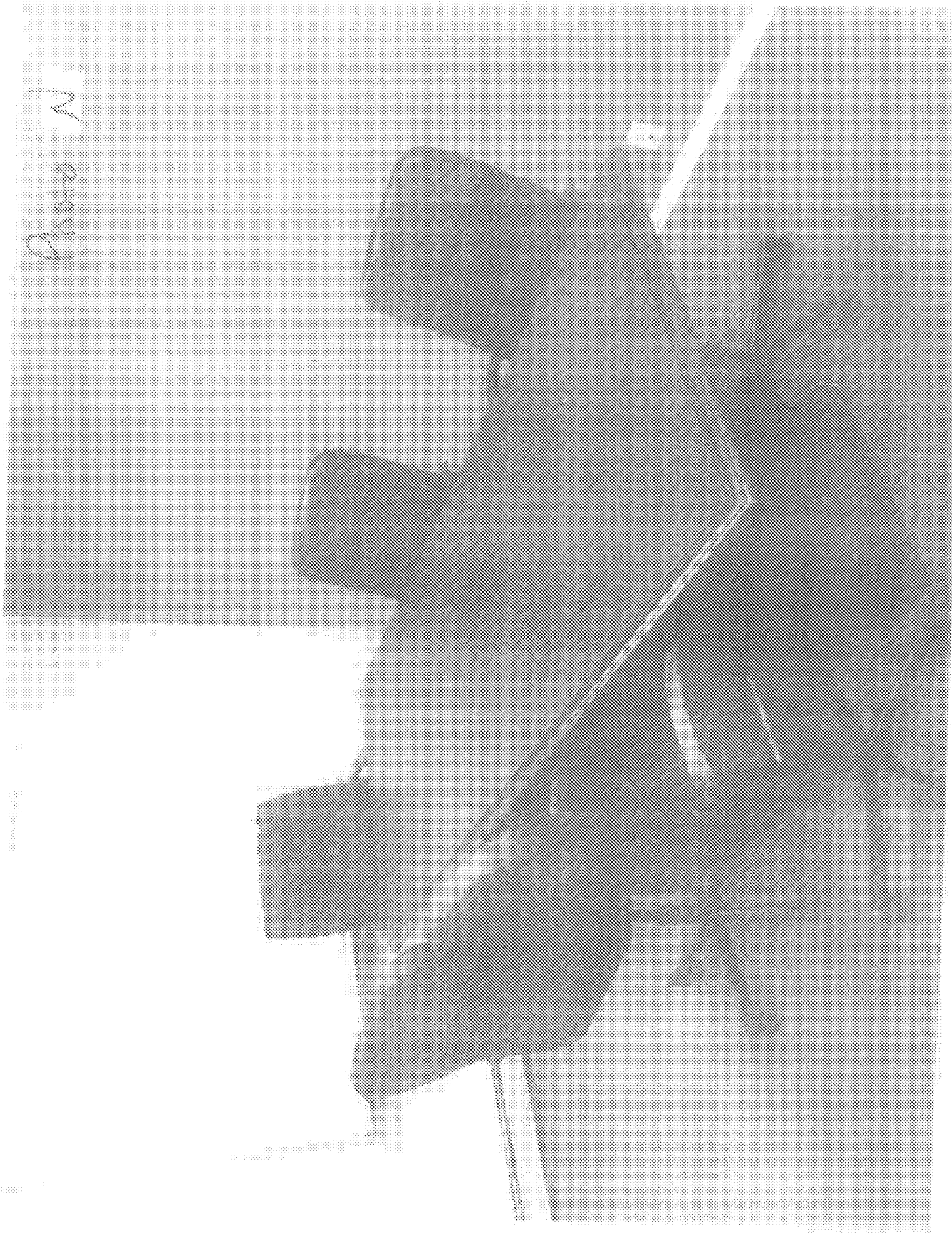


Photo M





Photo N



**EXHIBIT B**  
**FORM OF**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of December, 2016, by and between Nature's Pathways, LLC, a Wisconsin limited liability company (the "Seller"), and KG Media Two, LLC, a Wisconsin Limited Liability Company (the "Buyer").

**RECITALS**

- A. Buyer and Seller have entered into an Asset Purchase Agreement dated December \_\_\_\_\_, 2016 ("Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Purchased Assets (as defined in Sections 2 and 3 of the Purchase Agreement);
- B. Seller has agreed to assign to Buyer all of Seller's right, title and interest in, to and under the Assumed Contracts (as defined in Section 4 of the Purchase Agreement);
- C. As partial consideration for the Purchased Assets, Buyer has agreed to assume and perform Seller's liabilities and obligations under the Assumed Contracts to the extent they relate to periods after the Closing Date (the "Assumed Contract Liabilities").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

- 1. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement.
- 2. Seller hereby assigns and transfers to Buyer all of Seller's right, title and interest in, to, and under the Assumed Contracts.
- 3. Buyer hereby (i) accepts the assignment of the Assumed Contracts; and (ii) agrees to assume and perform the Assumed Contract Liabilities.
- 4. Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, including reasonable attorneys' fees and costs, and any amounts paid in settlement of any claim or litigation, asserted against, resulting to, imposed upon or incurred or suffered by Seller from any failure to perform the Assumed Contract Liabilities.
- 5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.
7. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers as of the day, month and year first above written.

SELLER:

Nature's Pathways, LLC  
a Wisconsin limited liability company

By: 

Kevin L. Eismann, Manager-Member

BUYER:

KG Media Two, LLC  
a Wisconsin limited liability company

By: 

Ken Grams, Manager-Member

EXHIBIT C

BILL OF SALE


Nature's Pathways, LLC, a Wisconsin limited liability company ("Seller"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to it by KG Media Two, LLC, a Wisconsin Limited Liability Company ("Buyer"), hereby sells, transfers, assigns, sets over and delivers to the Buyer all and each of the "Purchased Assets" as defined in sections 2 and 3 of the Asset Purchase Agreement by and among Buyer and Seller dated December 16<sup>th</sup>, 2016 ("Asset Purchase Agreement").

The provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement.

Seller hereby further undertakes that it will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the sale and assignment of the Purchased Assets to the Buyer.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 16<sup>th</sup> day of December, 2016.

NATURES PATHWAYS, LLC:

By:   
Kevin L. Eismann, Manager-Member

# Nature's Pathways, LLC

## A/R AGING SUMMARY

As of December 15, 2016

A/R	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Appleton Community Midwives	370.00				0.00	\$0.00
Bits & Bytes				200.00	200.00	\$400.00
Class & Carry	320.00	320.00	320.00			\$960.00
Community Benefit	288.00	288.00	288.00	288.00		\$1,152.00
Coyle Care Management & Consulting LLC					165.00	\$165.00
Dreams of Jeanne		226.00				\$226.00
Eckankar		-0.50				\$ -0.50
Full Circle Holistic Vet Center	78.42	78.42	78.42	78.42		\$313.68
GB Nutrishop	435.00					\$435.00
Jennie Kitelinger	90.27	61.08				\$151.35
Jentile Massage LLC		226.00				\$226.00
LAKE PARK		4,108.00				\$4,108.00
Legacy Lifestyle Centre	125.00	125.00	125.00	435.00	435.00	\$1,245.00
Massages by Kelly		50.00				\$50.00
New Possibilities		288.00				\$288.00
No' Squito Natural					2,076.00	\$2,076.00
Optimal Aesthetic Solutions	395.00	395.00				\$790.00
Orthopedic & Spine Therapy	280.00					\$280.00
Patty Shea					35.00	\$35.00
Phoenix Rose Astrology	203.40	203.40				\$406.80
Readings by Monica	225.00	225.00	225.00	225.00	600.00	\$1,500.00
Sabamba		2,500.00	100.00			\$2,600.00
Season of Motherhood		226.00				\$226.00
Sherre Chriscoli					35.00	\$35.00
Soul Level Healing	183.34	183.34	183.33	183.33	1,366.66	\$2,100.00
STREUS	305.00					\$305.00
The Travelling Palette		150.00				\$150.00
The Veggie Shed & Supply Depot	274.50	274.50	274.50	274.50	498.00	\$1,596.00
Tres Chic Decorating/Pooch Patrol	112.50	112.50	112.50			\$337.50
Unity of Appleton	305.00	305.00				\$610.00
Vander Wiejen		380.00				\$380.00
Wise Woman Wellness LLC	870.00	870.00				\$1,740.00
<b>TOTAL</b>	<b>\$4,860.43</b>	<b>\$11,594.74</b>	<b>\$1,706.75</b>	<b>\$1,664.25</b>	<b>\$5,410.66</b>	<b>\$25,255.83</b>

Thursday, December 15, 2016 07:03 AM GMT-8

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RECORDED: 05/17/2017

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