

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liners Direct, Inc.		06/18/2004	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	RHT, Inc.		
Street Address:	401 S. Gary Ave., Suite A		
City:	Roselle		
State/Country:	ILLINOIS		
Postal Code:	60172		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3058935	LINERS DIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-372-7664		
Email:	mark@wiemeltlaw.com		
Correspondent Name:	Mark E Wiemelt		
Address Line 1:	920 S. Kensington Ave.		
Address Line 4:	LaGrange, ILLINOIS 60525		
NAME OF SUBMITTER:	Mark E. Wiemelt		
SIGNATURE:	/mew/		
DATE SIGNED:	06/22/2017		
Total Attachments: 18			
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AGREEMENT

A. Introduction, Identification of Parties, Recitals, and Consideration

This ASSET PURCHASE AGREEMENT ("Agreement"), dated as of June 18, 2004 by and among Liners Direct, Inc., an Illinois corporation ("Seller"), and RHT, Inc., an Illinois corporation ("Purchaser").

JSL MCS
[Signature]

WHEREAS, Seller manufactures, sells, installs and distributes acrylic bath and shower liners and complementary parts thereto;

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain property and assets of Seller related to the manufacture, sale, and distribution of acrylic bath and shower liners and complementary parts thereto, on the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser is willing to assume certain liabilities of Seller, but not all of Seller's liabilities, subject to the terms, conditions and provisions herein;

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

B. Definitions

[Redacted]

2. "Agreement" — This Asset Purchase Agreement dated June 18, 2004, by and among Seller, Purchaser, and Guarantor.

JSL MCS
[Signature]

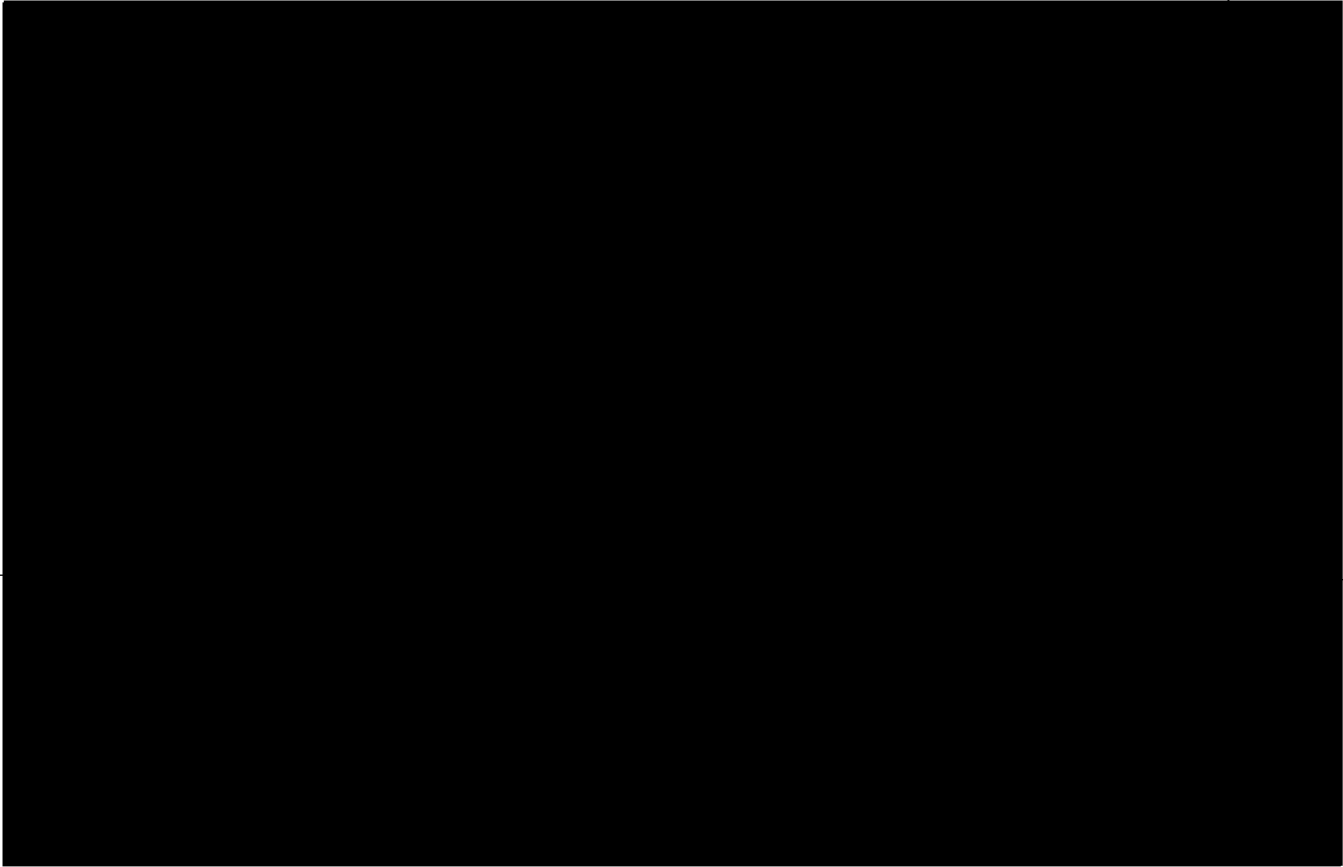
3. "Assets" — The various properties and assets of Seller to be sold hereunder, as described more specifically in §C1 hereof.

[Redacted]

6. "Closing" — The consummation of the transactions contemplated hereby as set forth in §E1 hereof.

7. "Closing Date" — The date of Closing as set forth in §E1 hereof.

[Redacted]



17. "Purchaser" — RHT, Inc., an Illinois corporation.

18. "Seller" — Liners Direct, Inc., an Illinois corporation.

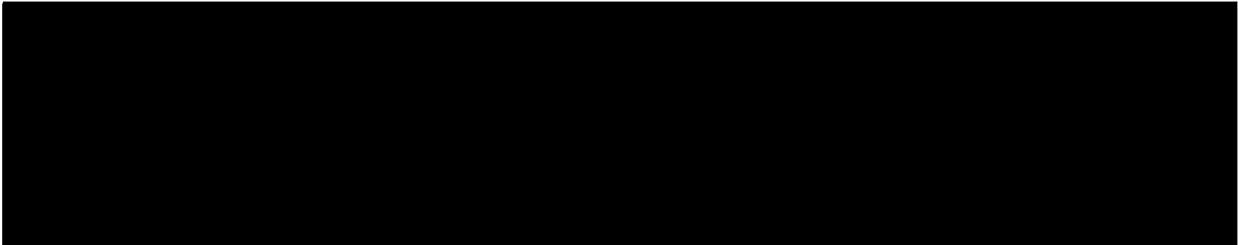


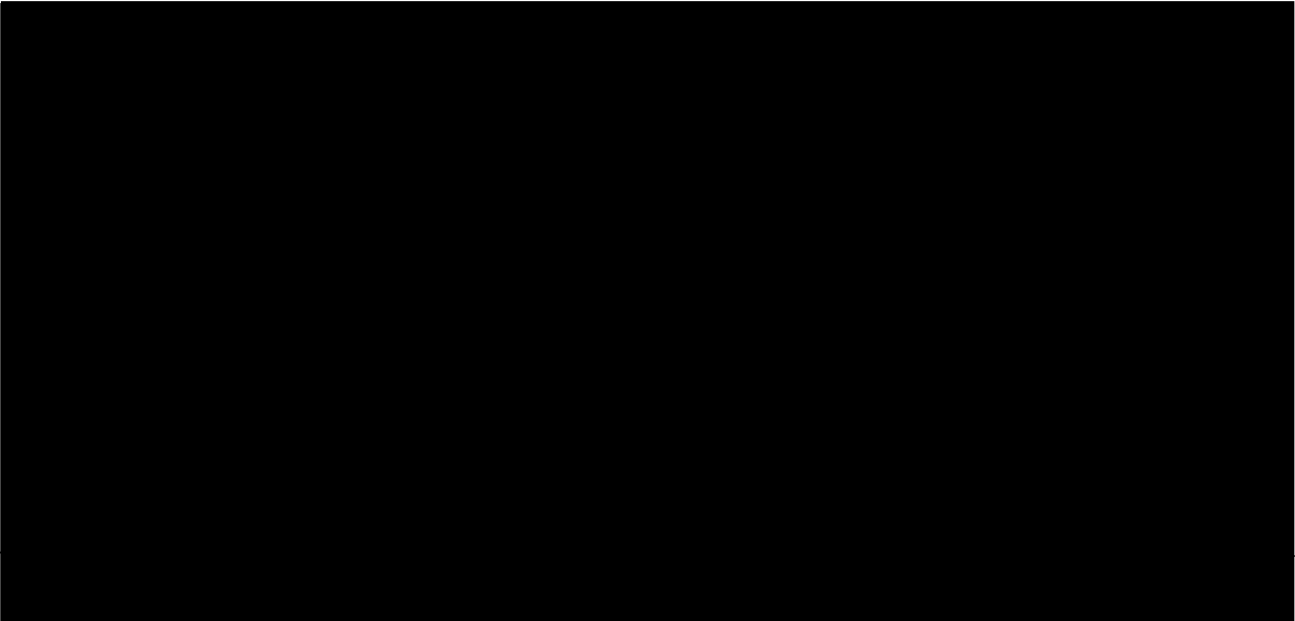
20. "Trade Name" — Liners Direct, the assumed name under which Seller manufactures, sells, and distributes acrylic bath and shower liners and complementary parts thereto, and the following trade names Kioaset, and Bathmax.

C. Sale of Assets

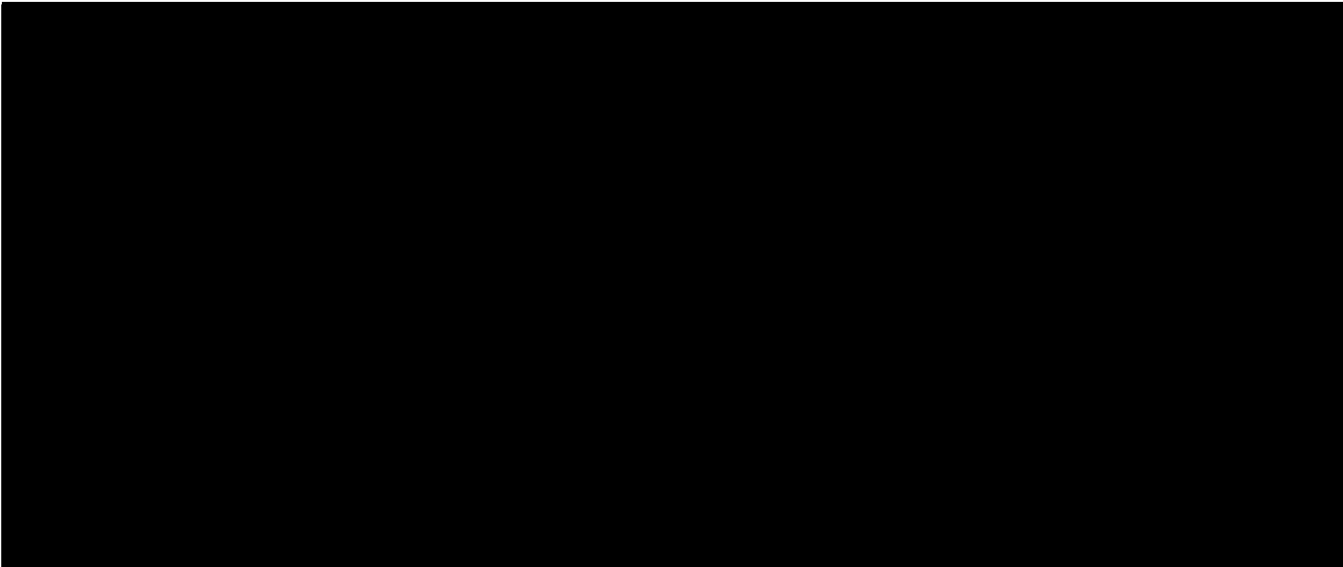
1. Assets Being Sold

At Closing, Seller shall sell, convey, assign, and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, the following Assets existing as of the Closing Date:





- (j) all websites and all domain names including but not limited to LinersDirectInc.com and LinersDirect.com;
- (k) all lists, information, and records of Seller relating to past, present, and prospective customers and suppliers; all imprints, titles, names, trade names (including Kioet and Bathmax), or trademarks used in connection with the manufacture, sale or distribution of Seller's Products, including, but not limited to, existing and pending federal trademark or patent registrations or applications therefor;
- (l) all assets not specifically excluded and listed on Exhibit 7-List of Excluded Assets; and
- (m) Seller's Goodwill and telephone numbers. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges that there shall be excluded from the Assets sold, assigned, transferred, and conveyed to the Purchaser the assets listed on Exhibit 7- List of Excluded Assets.



D. Purchase Price and Financing

1. Purchase Price

In consideration of the sale, conveyance, assignment, and transfer of the Assets by Seller to Purchaser and in reliance on the representations and warranties made herein by Seller, subject to any adjustments mutually agreed to by the parties prior to closing, Purchaser agrees to the following:

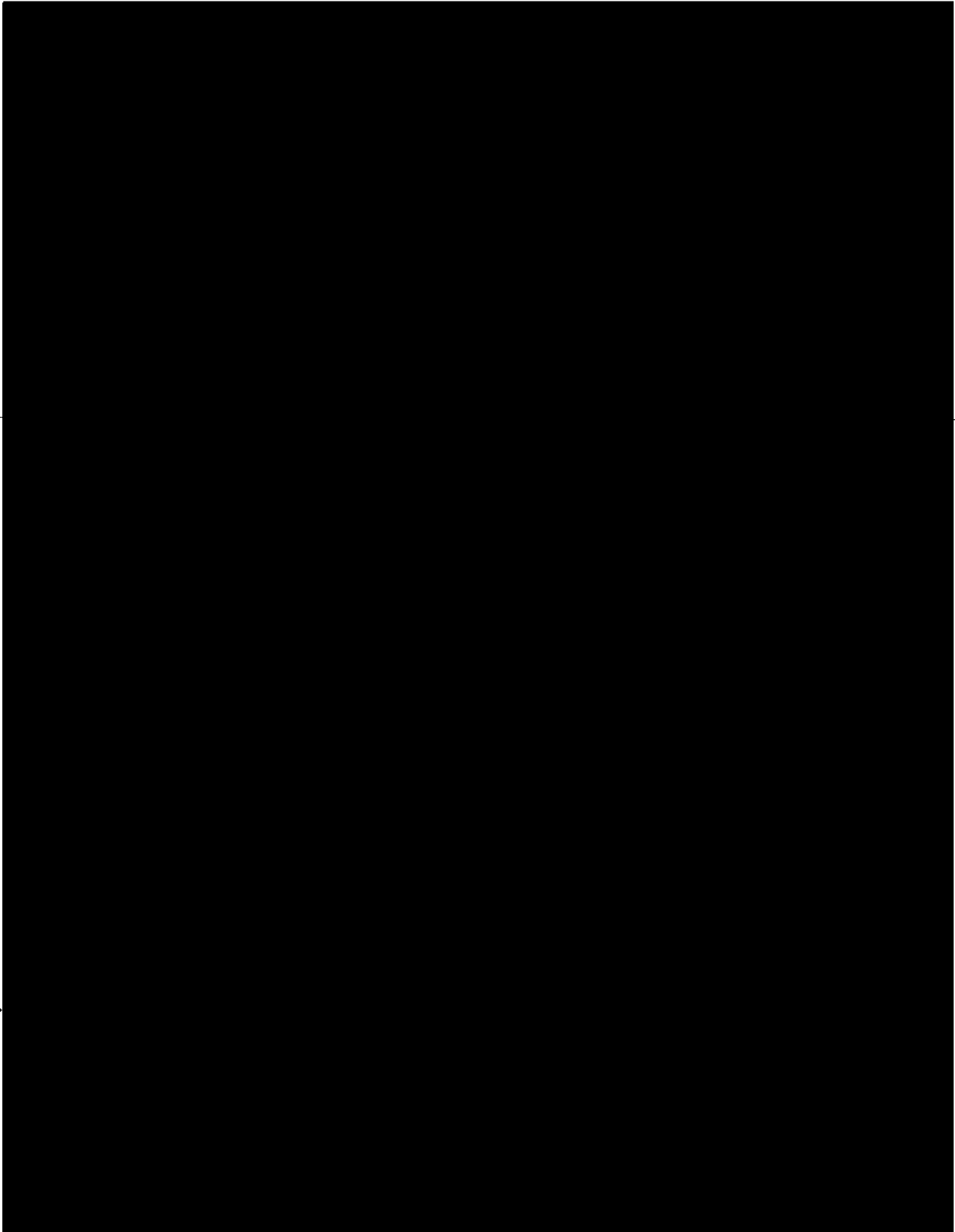
(a) Pay Seller

2. At the Closing, Purchaser shall pay to Seller, by cashier's or certified check, the amounts provided in §D1 above.

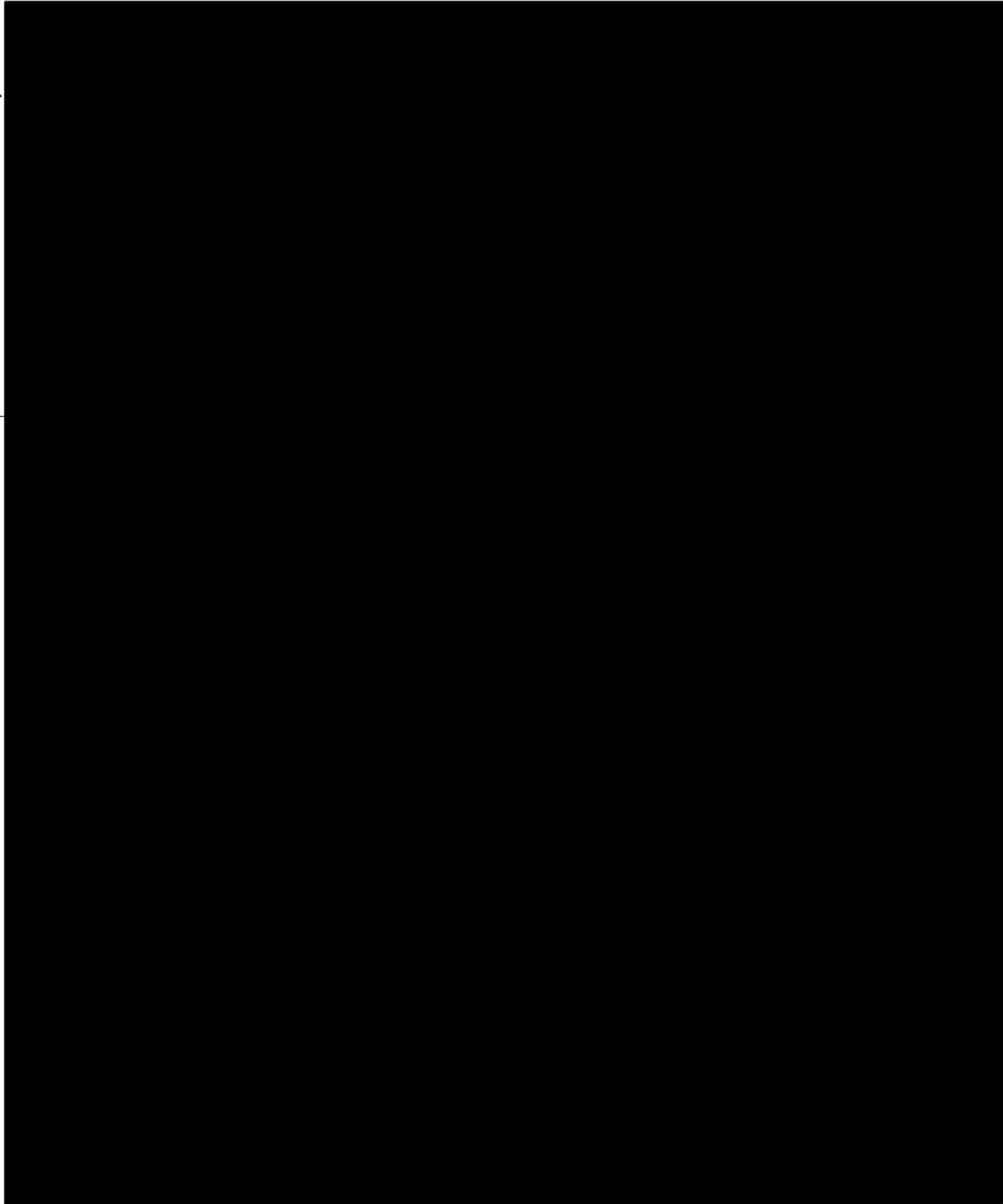
E. Closing

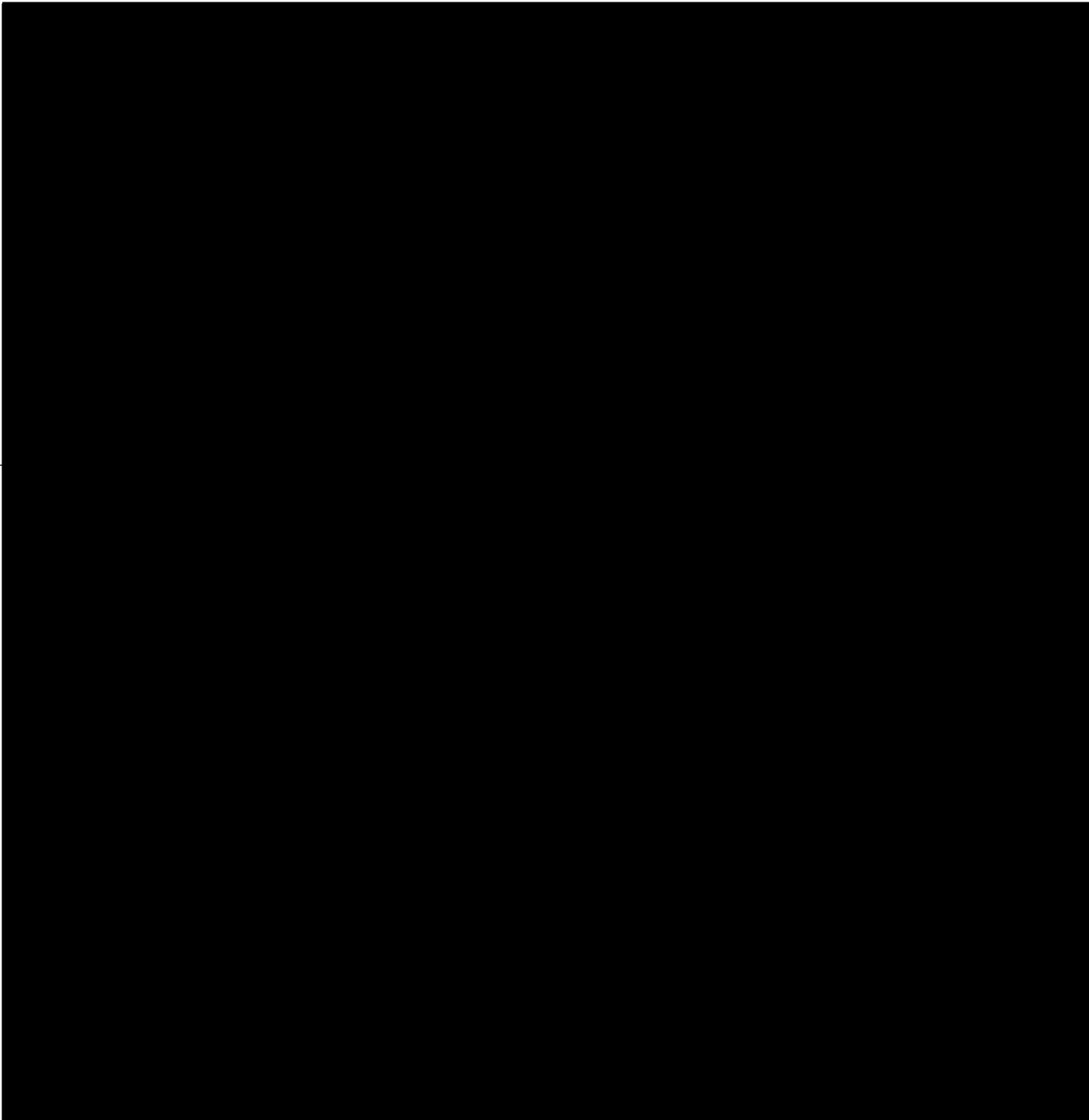
1. Closing Date

The Closing shall commence at 9:00 A.M., C.S.T. on June 30, 2004, at the offices of Seller's counsel in Elgin, Illinois, or as may be mutually agreed to by the parties. The sale and purchase of the Assets shall be deemed to have been effective at 5:00 P.M., C.S.T. on the date of Closing for all purposes.



F.

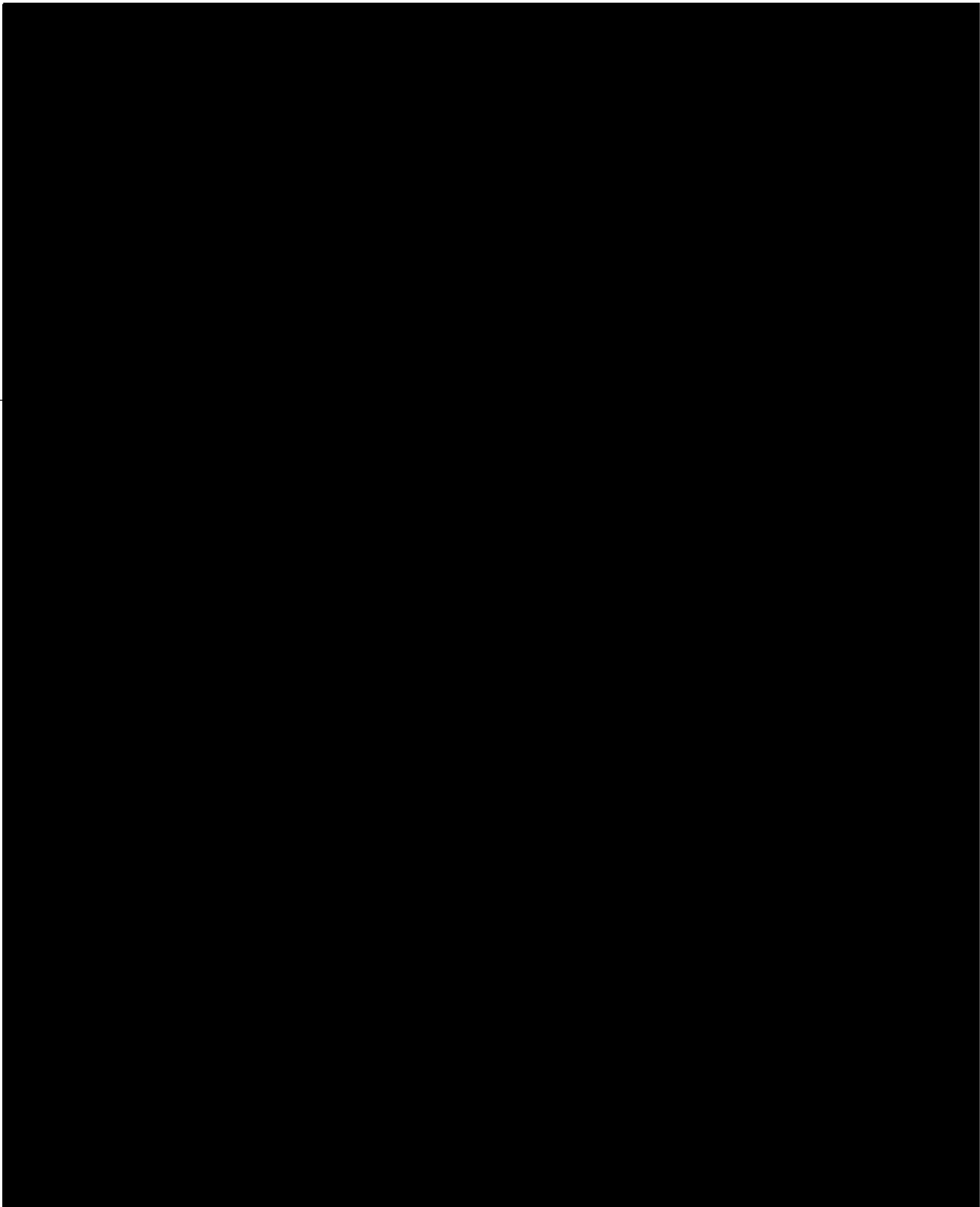


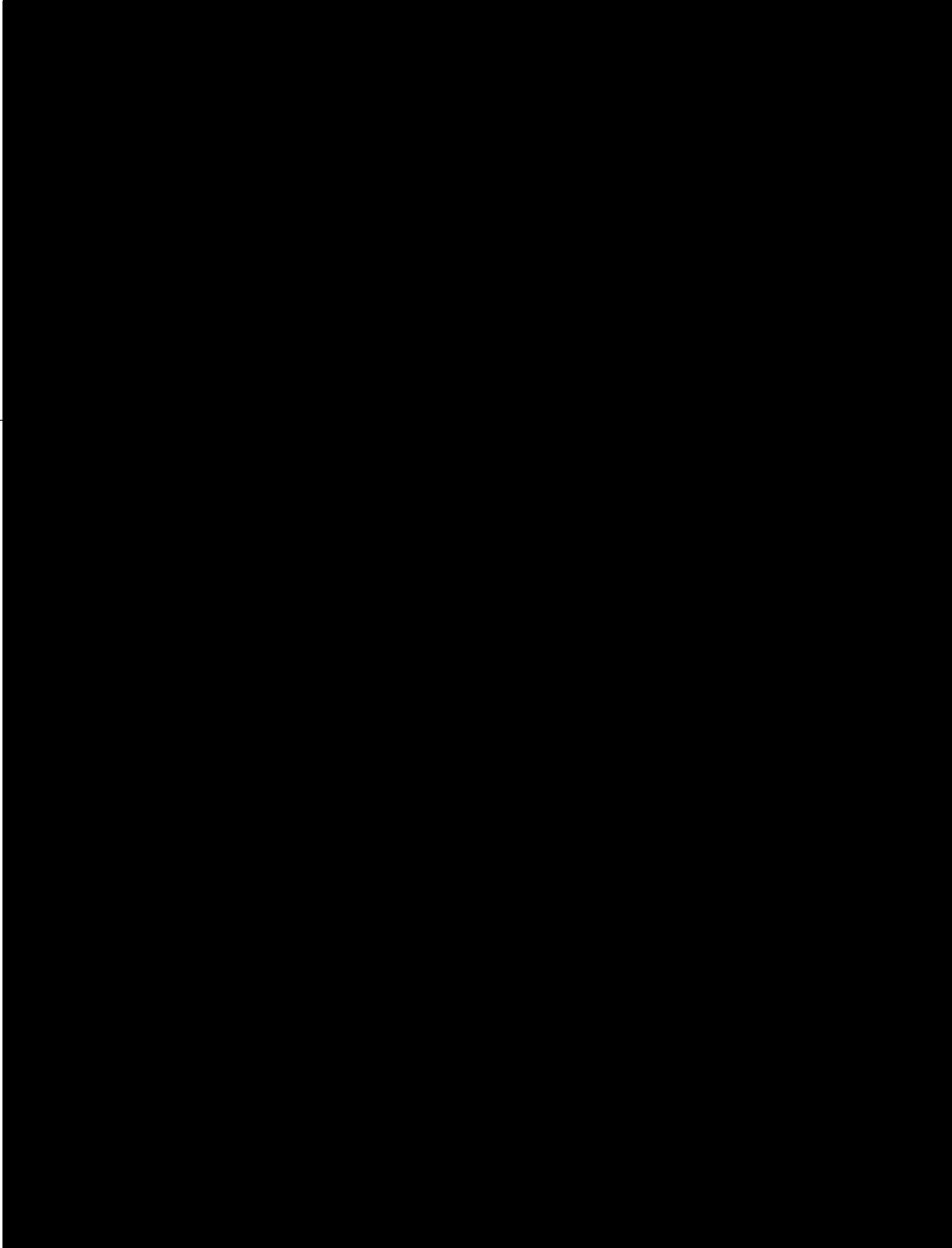


13. Further Assurances

From time to time after the Closing Date, at the request of Purchaser and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Purchaser may specify so as to convey to, transfer to, vest in, and put Purchaser in possession of the Assets.

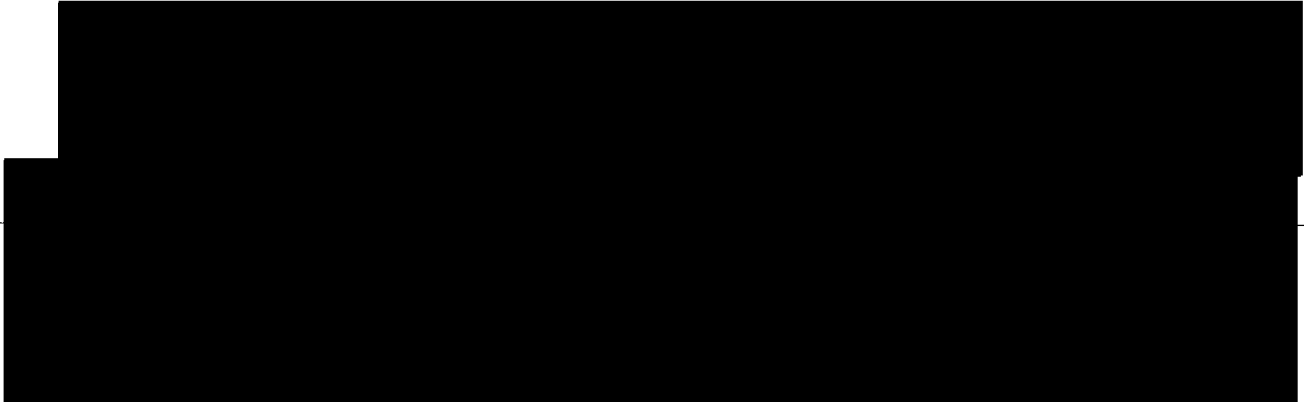






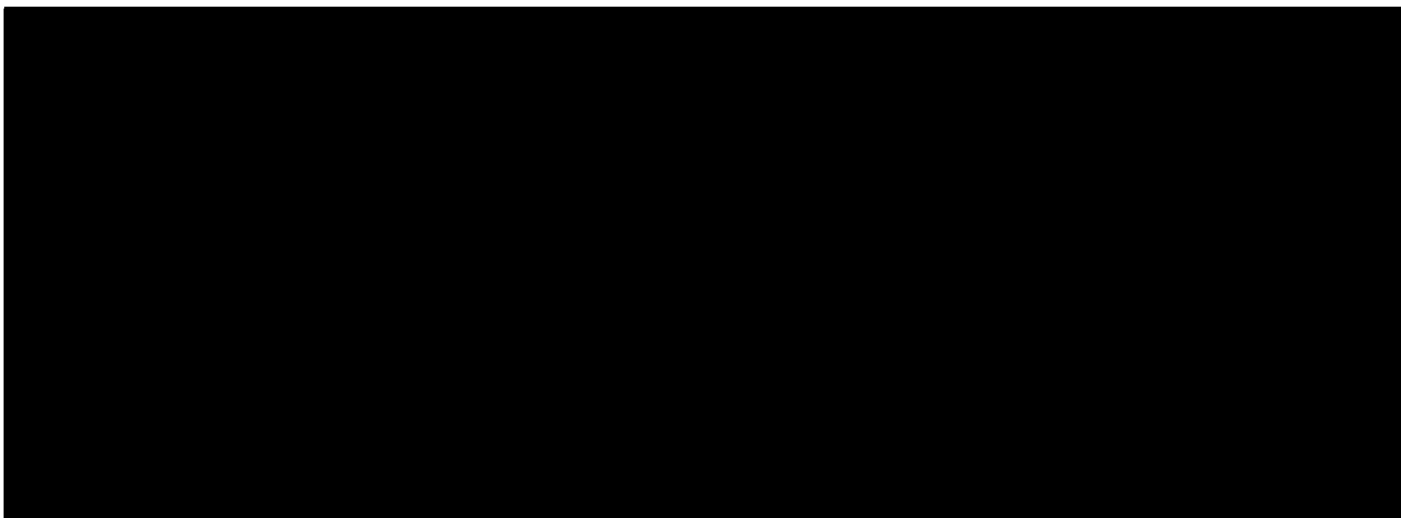
10. Title to and Quality of Assets

- (a) Seller has and shall transfer to Purchaser good, valid, and marketable title to all of the Assets, and none of the Assets is subject to any lien, pledge, encumbrance, or charge of any kind, including, but not limited to, claims for unpaid taxes that shall not be paid off at Closing. The Assets include all of the tangible and intangible property that Seller owns and has used to manufacture and distribute the Products and operate its business in the same manner as Seller operated prior to the Closing Date. All of the tangible Assets are in a condition appropriate for their use by Seller prior to the Closing.

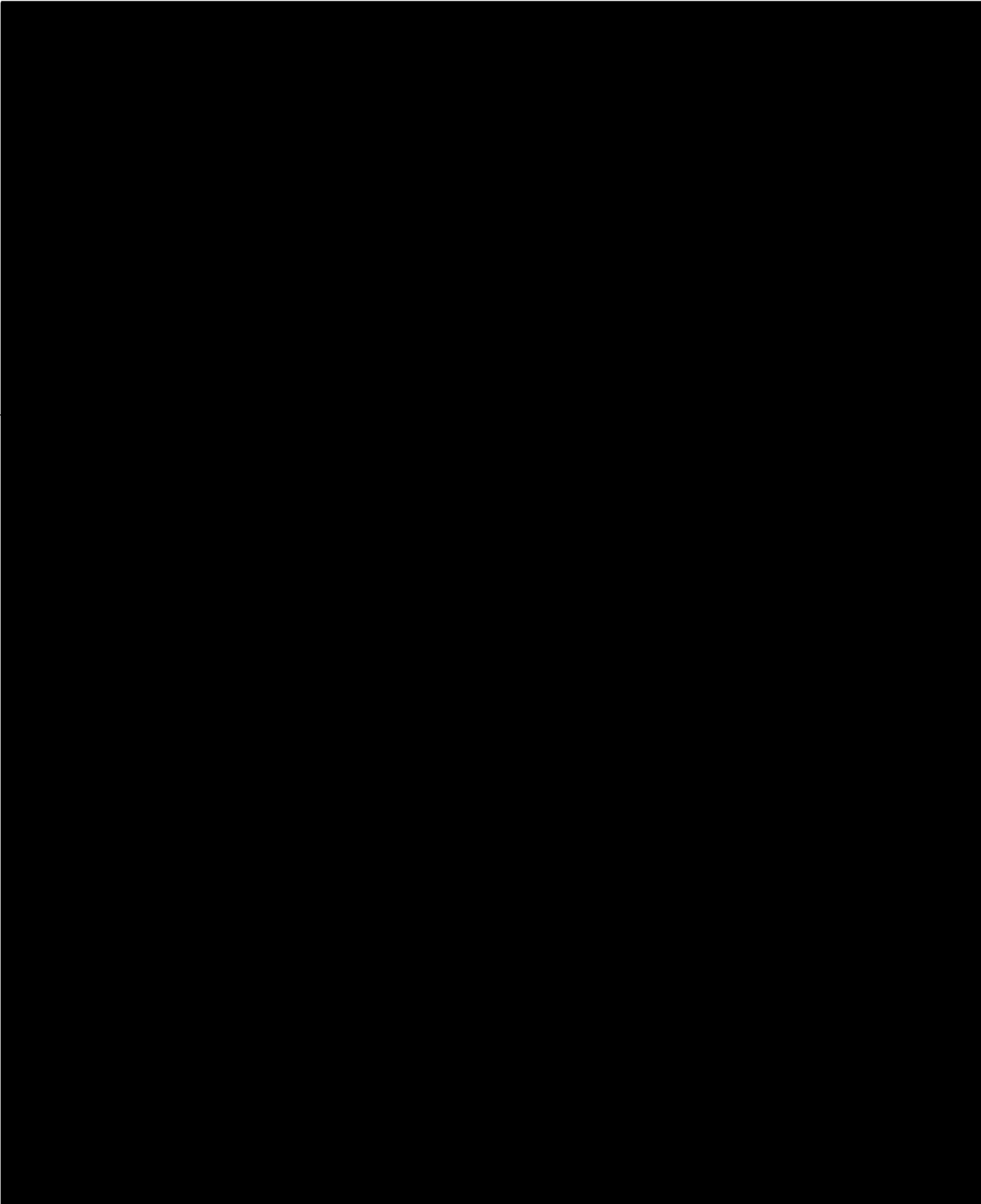


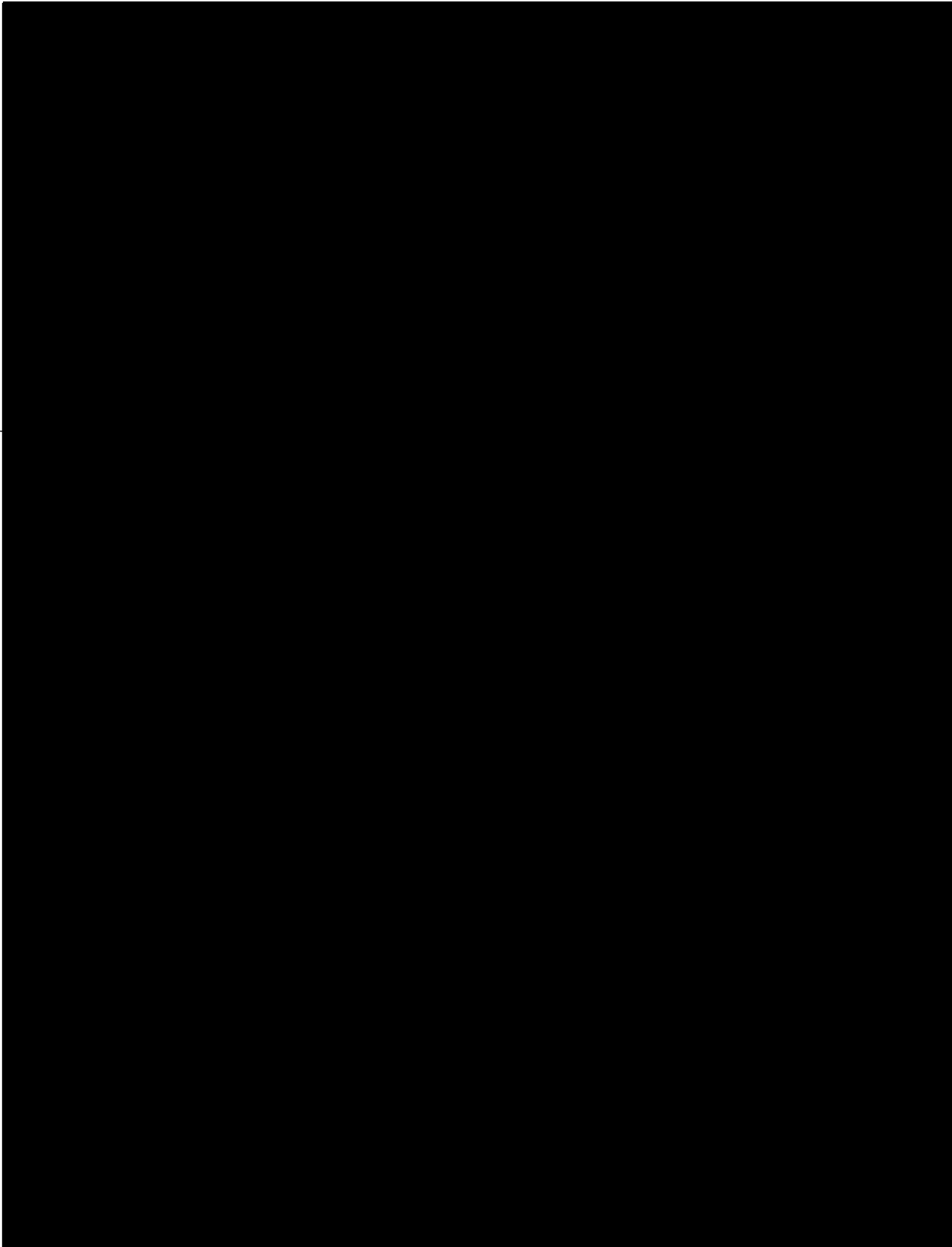
12. Patents, Trademarks, and Trade Names

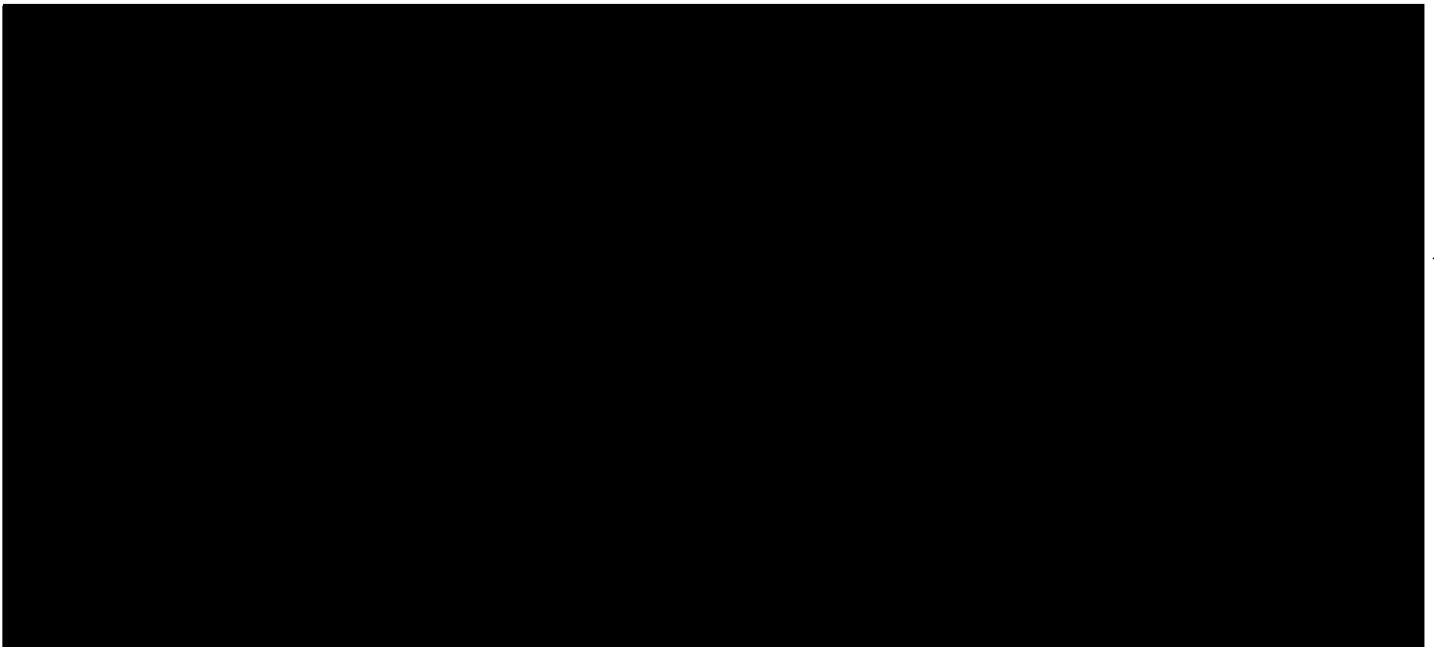
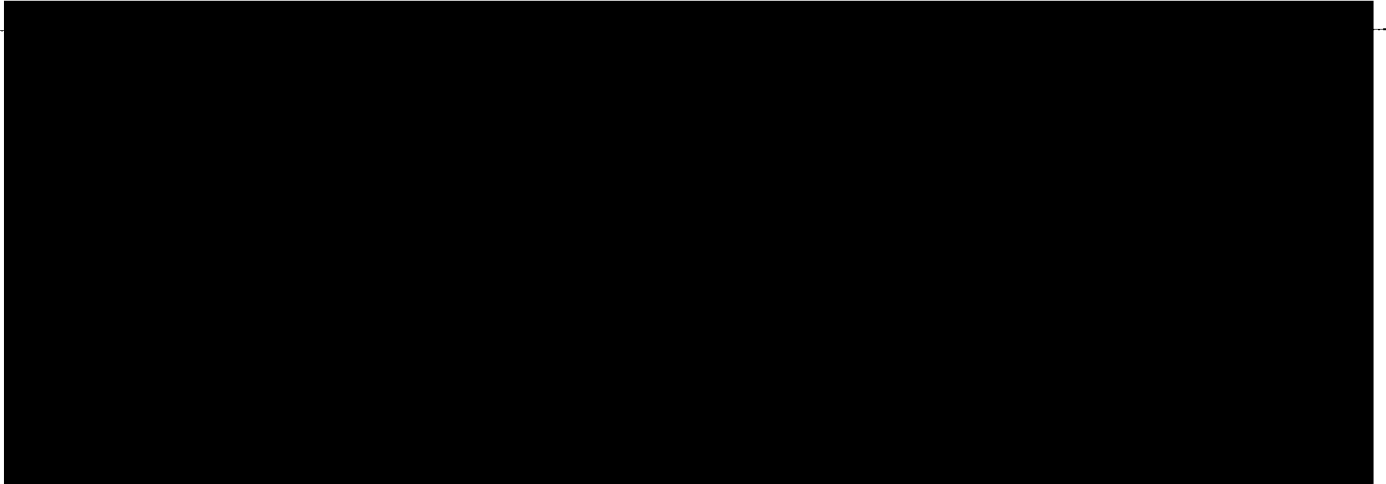
Exhibit 5 contains an accurate and complete description of all patents, imprints, trademarks, trade names, and assumed names used by Seller or in which Seller has any interest relating to the Assets, all of which are being transferred to Purchaser pursuant to this Agreement. Exhibit 5 also contains a list of all U.S. and foreign patent and trademark registrations filed or obtained for Products through the Closing Date. Seller shall transfer to Purchaser at Closing all of Seller's rights necessary to manufacture and distribute all Products. To the best of Seller's knowledge, none of the Products or the Assets, nor any processes, know-how, trade secrets, patents, trademarks, trade names, assumed names, designs, styles, copyrights, or designations relating to the Products infringes on any trademarks or patents or any other rights of any person. Seller has not received any claims from any third parties that the use by Seller of "Kioset, Bathmax, Liners Direct, LinersDirect.com, and LinersDirectInc.com" infringes on the trademarks of any such third parties.

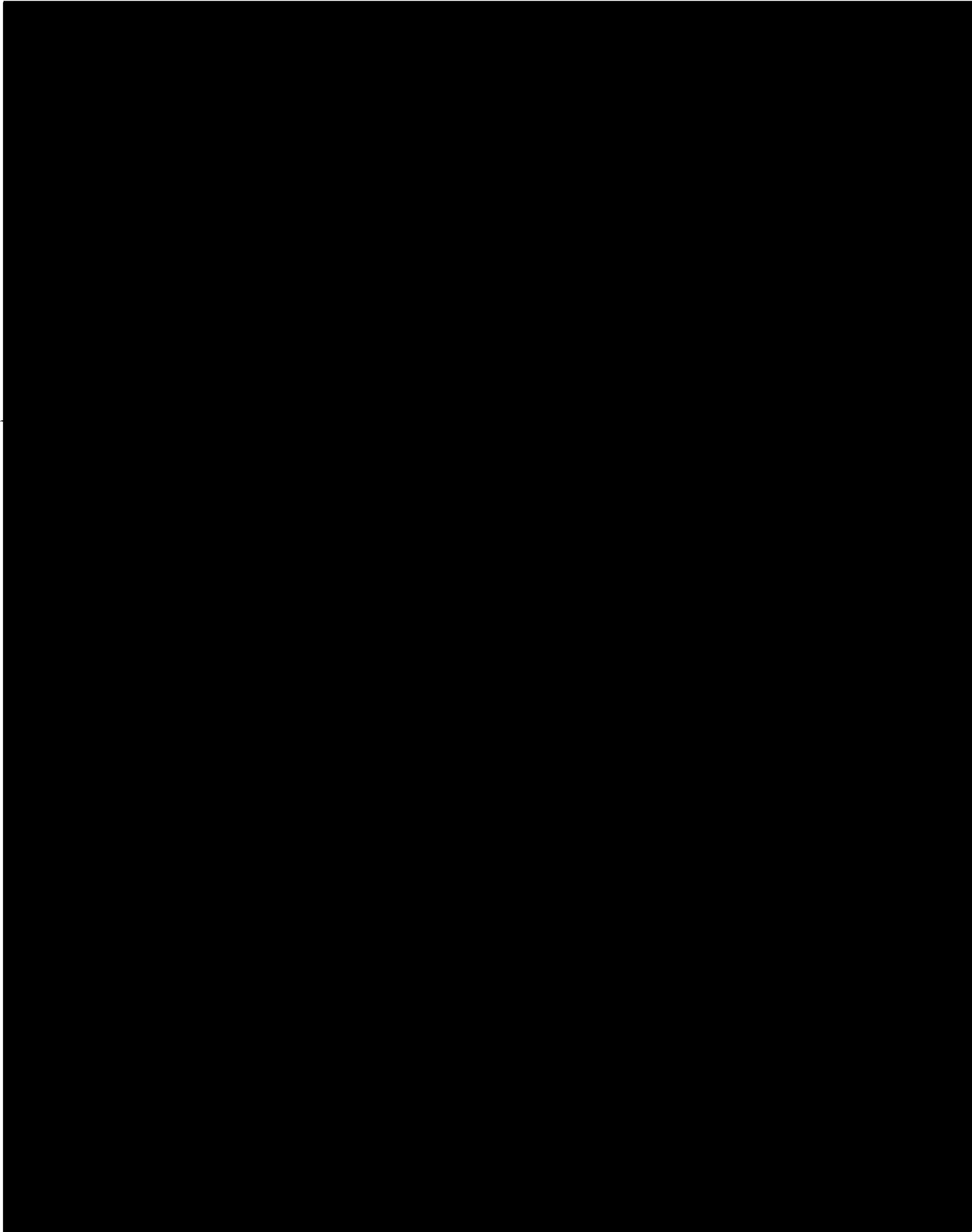


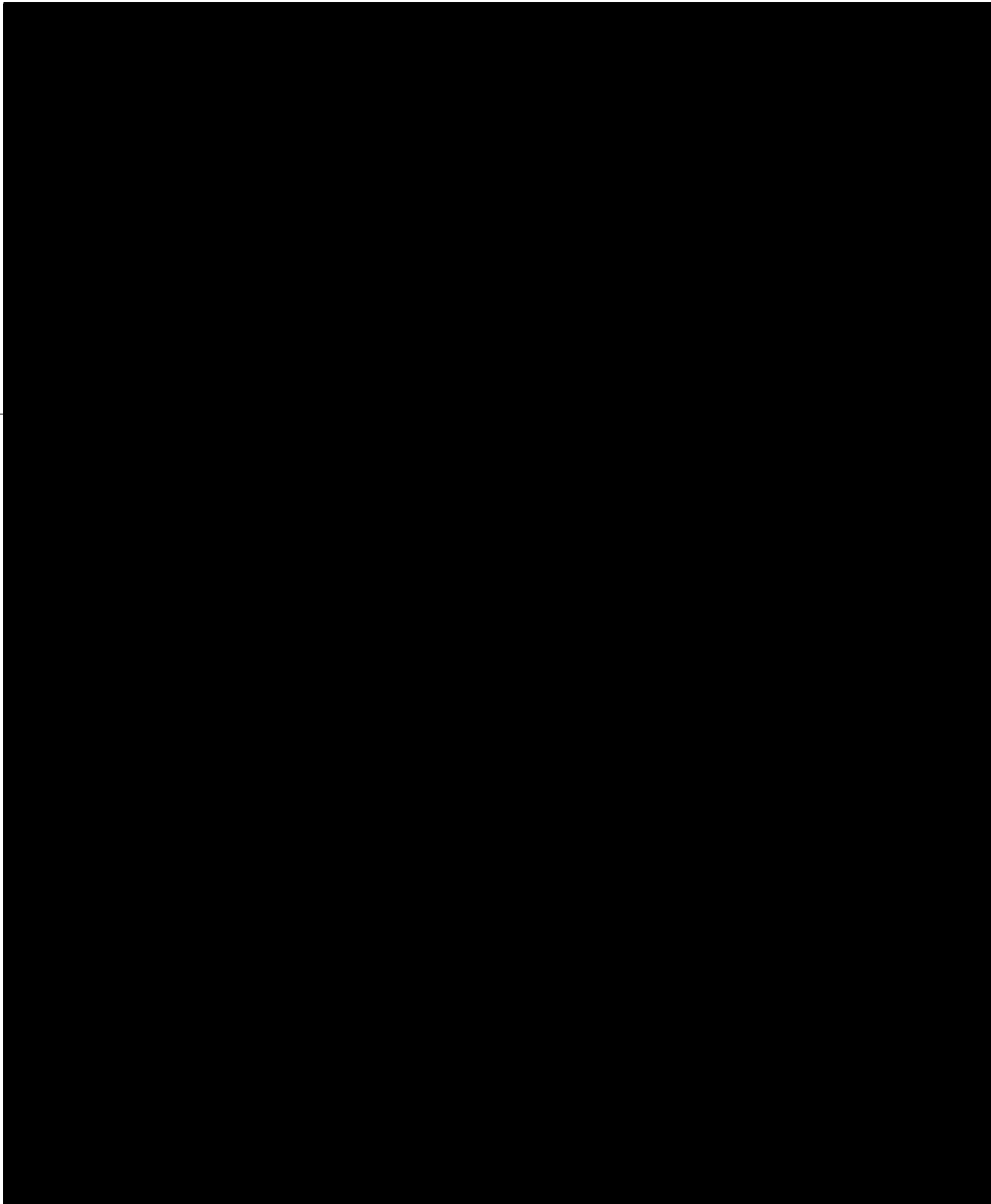
MRS *JL* *of*

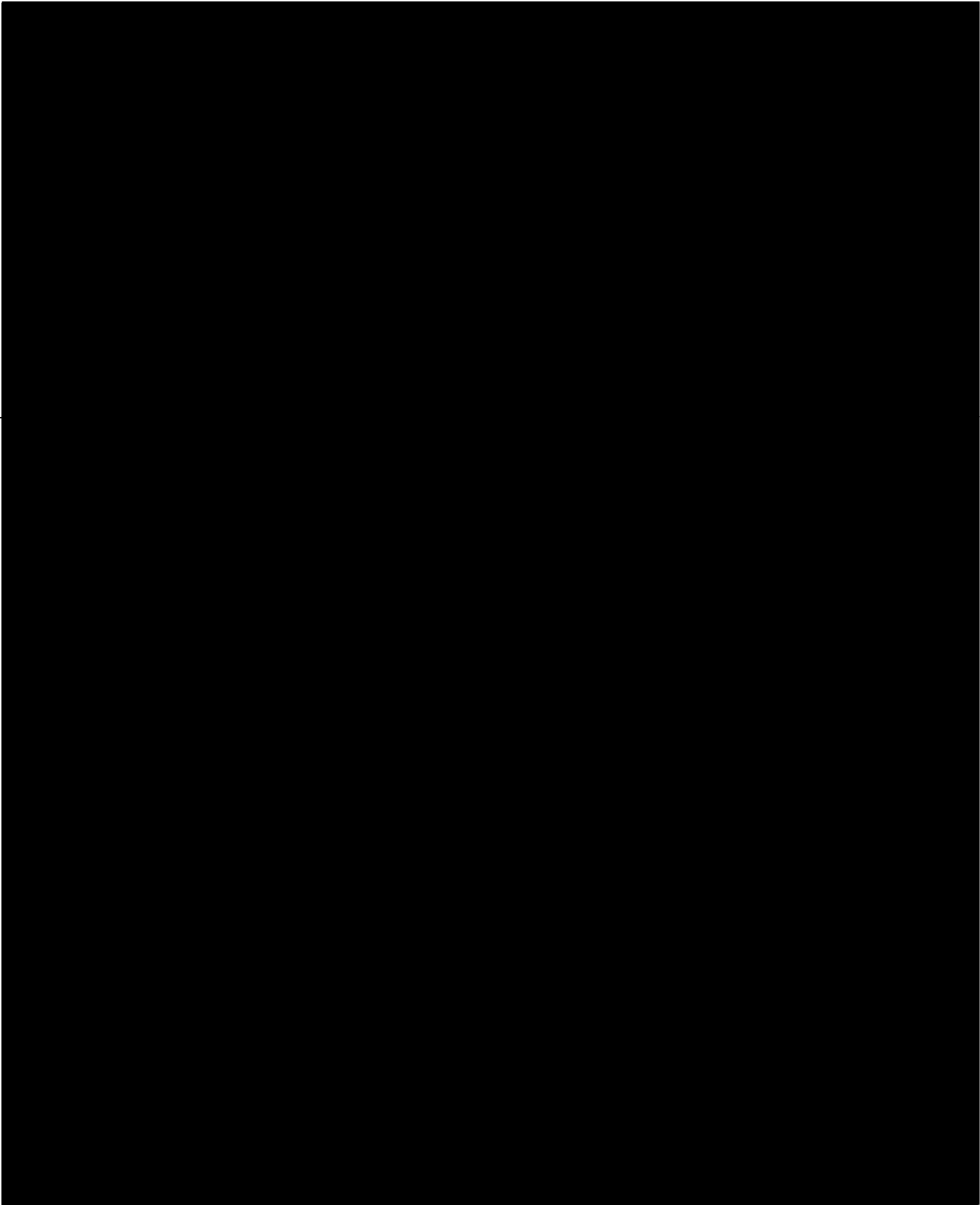












This Agreement will be binding on, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties hereto and shall not be assigned by Purchaser without express written consent of Seller.

3. Entire Agreement; Amendments

This Agreement and the agreements, instruments, schedules, and other writings referred to in this Agreement contain the entire understanding of the parties with respect to the subject matter of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the parties or their successors or assigns.

4. No Waiver

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or a similar nature.

5. Headings

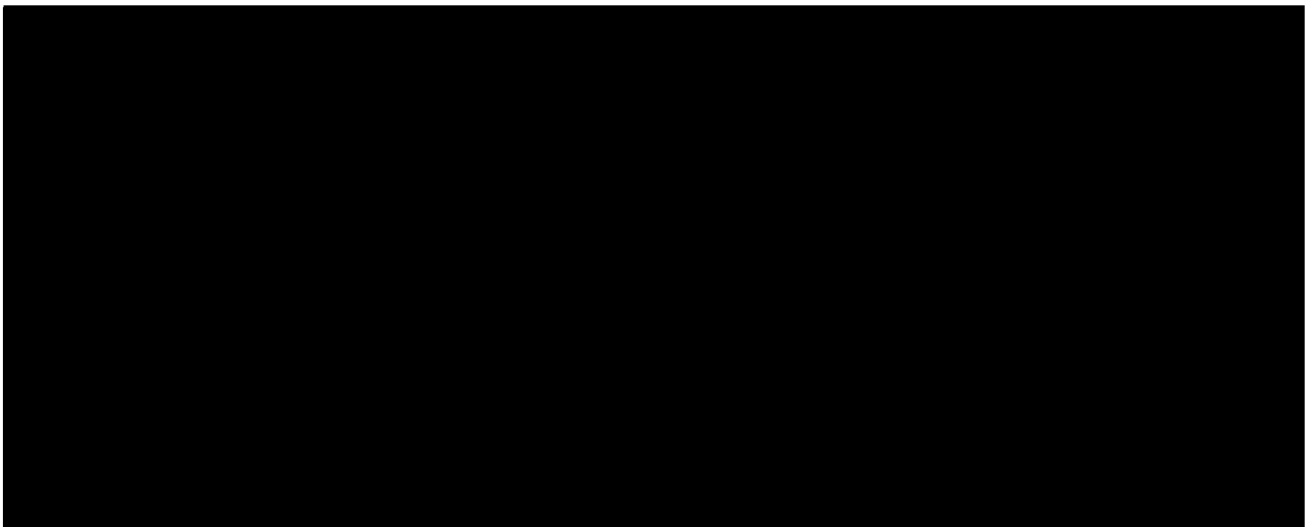
The section and paragraph headings contained herein are for the convenience of the parties only and are not intended to define or limit the contents of their sections and paragraphs.

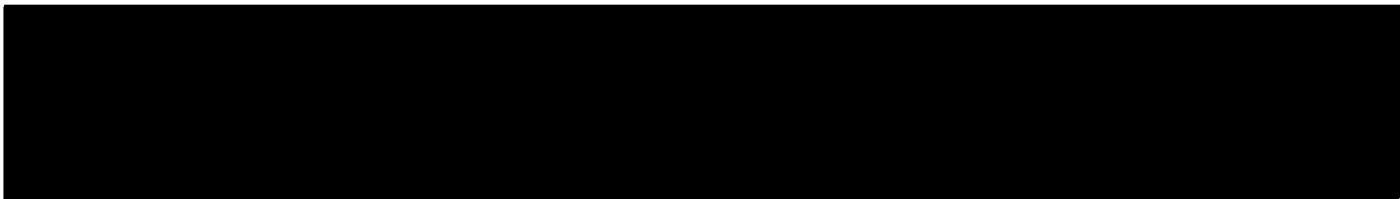
6. Applicable Law

This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.

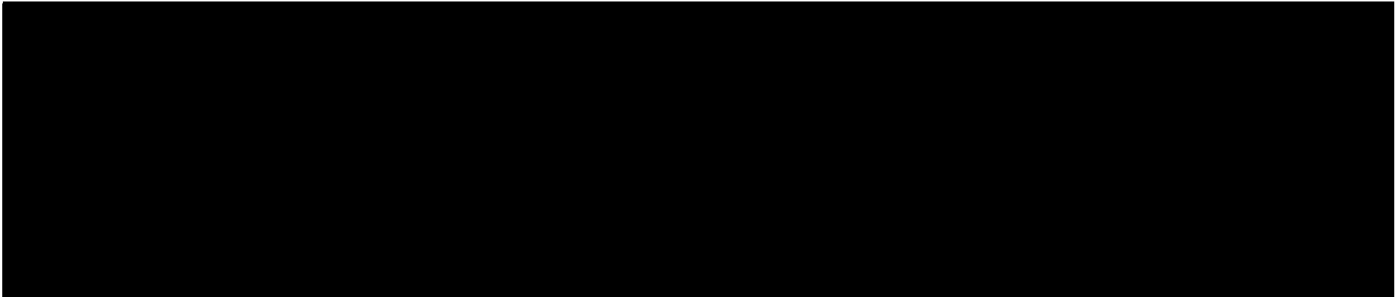
7. Notices

All notices, claims, certificates, requests, demands, and other communications under this Agreement will be in writing and notices will be deemed to have been duly given if delivered or mailed, registered or certified mail, postage prepaid, return receipt requested, or for overnight delivery, by a nationally recognized overnight mail service, as follows:





or to such other address as the party to whom notice is to be given previously may have furnished to the other party in writing in the manner set forth in this section.



9. Severability

If any term, condition, or provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement, other than such term, condition, or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

L. Execution

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

By: Mark C Smith
Liners Direct Inc.

Its: _____

By: [Signature]
Liners Direct Inc.

Its: _____

By: [Signature]
IRHT, Inc.
President