

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ham I Am, Inc.		07/16/1998	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ham I Am Enterprises, Ltd.		
<b>Street Address:</b>	641 Presidential Drive		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75081		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1645422	HOG WASH	
<b>Registration Number:</b>	2011197	OZARK TRAILS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142064330		
<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>	2142064301		
<b>Email:</b>	molly@richardlawgroup.com		
<b>Correspondent Name:</b>	Molly Buck Richard		
<b>Address Line 1:</b>	8411 Preston Road		
<b>Address Line 2:</b>	Suite 890		
<b>Address Line 4:</b>	Dallas, TEXAS 75225		
<b>NAME OF SUBMITTER:</b>	Molly Buck Richard		
<b>SIGNATURE:</b>	/Molly Buck Richard/		
<b>DATE SIGNED:</b>	01/23/2018		
<b>Total Attachments: 17</b>			
source=Asset Purchase#page1.tif			
source=Asset Purchase#page2.tif			
source=Asset Purchase#page3.tif			
source=Asset Purchase#page4.tif			

OP \$65.00 1645422

source=Asset Purchase#page5.tif  
source=Asset Purchase#page6.tif  
source=Asset Purchase#page7.tif  
source=Asset Purchase#page8.tif  
source=Asset Purchase#page9.tif  
source=Asset Purchase#page10.tif  
source=Asset Purchase#page11.tif  
source=Asset Purchase#page12.tif  
source=Asset Purchase#page13.tif  
source=Asset Purchase#page14.tif  
source=Asset Purchase#page15.tif  
source=Asset Purchase#page16.tif  
source=Asset Purchase#page17.tif

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of July 16, 1998, among Ham I Am Enterprises, Ltd., a Texas limited partnership ("Purchaser"), Ham I Am, Inc., a Texas corporation ("Seller"), and Doak Sullivan and Sharon Meehan (Doak Sullivan and Sharon Meehan are collectively called the "Shareholders").

### RECITALS

A. Seller markets and distributes specialty food products under the names Ham I Am, Ozark Trails, Hogwash and Muy Mucho, and, in addition, assists in the marketing and distribution of specialty food products which are sold as private label products under brand names owned by persons which are not affiliates of Seller.

B. The capital stock of Seller is owned 51% by Doak Sullivan and 49% by Sharon Meehan.

C. Upon the terms, subject to the conditions, and for the consideration contained in this Agreement, Purchaser which wishes to purchase from Seller and Seller wishes to sell to Purchaser substantially all the assets of Seller.

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

### ARTICLE I

#### DEFINITIONS

Unless otherwise defined herein, when used in this Agreement the following terms shall have the following meanings:

1.1 "Assumed Liabilities" shall mean the liabilities of Seller to be assumed by Purchaser that are listed on Schedule 1.1 attached hereto. Such Assumed Liabilities shall not include any other liabilities of Seller and all such other liabilities are excluded as set forth below.

1.2 "Closing" shall mean the closing of the transactions contemplated by this Agreement.

1.3 "Closing Date" shall mean July 16, 1998, or such other date as the parties mutually agree to in writing.

1.4 "Intangible Assets" shall mean all of Seller's interests in any and all intellectual property rights relating to Seller's business, including without limitation, patents, trademarks, service marks, copyrights and applications therefor and registrations thereof, trade names, trade styles, trade secrets, know-how, processes, formulae, business and marketing plans, and

confidential and other proprietary information that are owned by Seller, and specifically including those set forth on Schedule 1.4 attached hereto.

1.5 "Excluded Liabilities" shall mean any and all liabilities, obligations or commitments of any nature of Seller, whether known or unknown, contingent or fixed or otherwise, except the Assumed Liabilities.

1.6 "Leasehold Interest" shall mean the interest of Seller, as lessee, under the Office/Showroom/Warehouse Lease Agreement dated as of July 6, 1993, between Aetna Life Insurance Company and Seller.

1.7 "Permitted Liens" shall mean the lien on Seller's 1996 Chevrolet Suburban securing Seller's loan from Chase Bank in the outstanding principal amount of \$19,455.93.

1.8 "Purchased Assets" shall mean all the assets of Seller, including all Intangible Assets; all Tangible Assets; all accounts receivable; all inventory; the Leasehold Interest; all rights arising under or with respect to all sales contracts, unfilled outstanding purchase orders, and other commitments, engagements and contracts which relate to the business of Seller; all claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment related to the business of Seller; and any and all goodwill associated with the business of Seller.

1.9 "Tangible Assets" shall mean the furniture, equipment and other tangible assets listed on Schedule 1.9 attached hereto.

## ARTICLE II

### PURCHASE AND SALE

2.1 Purchase and Sale. Subject to and upon the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser and Purchaser shall purchase from Seller, free and clear of all liens and encumbrances (other than Permitted Liens), all of Seller's right, title and interest in and to the Purchased Assets.

2.2 Further Assurances; Instruments of Transfer. Seller shall execute and deliver such bills of sale and other recordable instruments of assignment, transfer and conveyance as Purchaser shall reasonably request to document the sale, assignment, transfer, conveyance and delivery of the Purchased Assets.

2.3 Consideration. As consideration for the Purchased Assets, Purchaser shall assume the Assumed Liabilities upon the terms set forth in Section 2.4 below.

#### 2.4 Assumption of Liabilities

(a) Subject to the terms and conditions herein, effective upon the Closing, Purchaser hereby assumes and agrees to perform, pay and discharge in the ordinary course of

business the Assumed Liabilities, except that Purchaser shall pay Seller's obligation to Doak Sullivan in the amount of \$66,752.29 (the "Sullivan Obligation") as follows: Purchaser agrees to use 25% of its annual net cash flow for the purpose of paying the Sullivan Obligation; provided, however, that any such payment on the Sullivan Obligation will not be made until Purchaser has had sufficient net cash flow to repay to Las Colinas Entertainment, Ltd. ("LCE") or an affiliate of LCE, all amounts that have been advanced by LCE (or its affiliate) to Purchaser in excess of \$86,000.00. In the event there is not sufficient net cash flow to satisfy the Sullivan Obligation at the end of any calendar year, Doak Sullivan shall not have any other recourse against Purchaser's assets, Sharon Meehan or Purchaser. It is the specific intent of the parties hereto that Doak Sullivan shall solely rely on the 25% of net cash flow for the purpose of receiving any payments on the Sullivan Obligation without recourse. The Sullivan Obligation shall not bear interest. Until such time as the Sullivan Obligation is paid in full, Purchaser agrees to provide Doak Sullivan with Purchaser's financial statements, which Doak Sullivan agrees to keep confidential. As used in this paragraph, "net cash flow" shall mean Purchaser's net income after income taxes, plus non-cash charges (such as depreciation, depletion, and amortization), all calculated in accordance with generally accepted accounting principles.

(b) Notwithstanding the foregoing, Purchaser does not hereby assume or agree to perform, pay or discharge, and Seller shall remain unconditionally liable for, from and after the date hereof, any and all Excluded Liabilities.

(c) Nothing herein shall be deemed to deprive Purchaser of any defenses, set-offs or counterclaims which Seller may have had or which Purchaser shall have with respect to any of the obligations, liabilities and commitments hereby assumed as part of the Assumed Liabilities (the "Defenses and Claims"). Effective at the Closing, Seller hereby transfers, conveys and assigns to Purchaser all Defenses and Claims and agrees to cooperate with Purchaser to maintain, secure, perfect and enforce such Defenses and Claims, including the signing of any documents, the giving of any testimony or the taking of any such other action as is reasonably requested by Purchaser in connection with such Defenses and Claims.

2.5 Purchase Price Allocation. The purchase price shall be allocated as set forth in Exhibit 2.5 attached hereto. Seller and Purchaser each agree to use such allocation in filing Internal Revenue Form 8594.

### ARTICLE III

#### THE CLOSING

3.1 The Closing. The Closing shall take place at such location as Seller and Purchaser may agree, at 10:00 a.m. Central Daylight Time, on the Closing Date.

3.2 Instruments of Transfer and Sale. At the Closing, Seller will deliver to Purchaser all documents and instruments, including bills of sale and the like, with respect to the Purchased Assets. The documents and instruments shall be executed by Seller and, as requested by Purchaser, necessary or appropriate to transfer to Purchaser ownership of the Purchased Assets.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF SELLER AND SHAREHOLDERS

Seller and each of the Shareholders hereby jointly and severally represent and warrant to Purchaser as follows:

4.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Seller is qualified to do business as a foreign corporation in each state of the United States or other jurisdiction in which it is required to be qualified, except in states and other jurisdictions in which the failure to qualify, in the aggregate, would not have a material adverse effect on the Purchased Assets.

4.2 Authorization. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable against Seller in accordance with its terms, except as limited by laws affecting creditors' rights generally and by the discretion of a court to order specific performance. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement. All necessary corporate action on the part of Seller has been or will be taken to authorize the execution and delivery of this Agreement. At and as of the Closing, the foregoing representations and warranties will also be true with respect to all of the documents and agreements contemplated hereby (the "Ancillary Documents").

4.3 No Conflicts; Consents. The execution and the delivery of this Agreement and the Ancillary Documents by Seller do not, and the consummation of the transactions contemplated hereby will not result in a breach of, constitute a default (with or without notice or lapse of time, or both) under or violation of, or result in the creation of any lien, charge or encumbrance pursuant to any provision of the Articles of Incorporation or Bylaws of Seller, any order, rule, law or regulation of any court or governmental authority, foreign or domestic, or any provision of any material agreement, instrument, understanding, order, judgment or decree to which Seller is a party or by which Seller or any of its properties or assets is bound or affected, nor will such actions give to any other person or entity any interests or rights of any kind, including rights of termination, acceleration or cancellation, in or with respect to any of the Purchased Assets. No consent of any third party or any governmental authority is required to be obtained on the part of Seller to permit the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

4.4 Title to Purchased Assets. Seller has good, valid and marketable title to all of the Purchased Assets free and clear of any liabilities, liens, pledges, mortgages, restrictions and encumbrances of any kind ("Encumbrances"), except Permitted Liens. At the Closing, Seller will sell, convey, assign, transfer and deliver to Purchaser good, valid and marketable title and all Seller's right and interest in and to all of the Purchased Assets, free and clear of any Encumbrances, except Permitted Liens. All accounts receivable of Seller are set forth in Schedule 4.4 hereto and represent valid obligations arising from sales actually made in the

ordinary course of business. All inventory of Seller is set forth in Schedule 4.4 hereto and is of a quality and quantity that is useable and/or saleable in the ordinary course of business.

4.5 Tangible Assets. Except for the refrigeration unit which is not in working order and the automatic box taping unit which is in poor condition, the Tangible Assets are, and at the Closing Date will be, in good operating condition and repair, ordinary wear and tear and routine maintenance excepted.

4.6 Intangible Assets. The Intangible Assets include every trade secret, trademark or application therefor, service mark or application therefor, trade name, copyright, copyright registration or application therefor, patent or application therefor, or other intellectual property right owned, possessed or used by Seller in connection with its business. Seller has the full right and power to transfer the Intangible Assets to Purchaser, and Seller's rights therein are included in the Purchased Assets. No present or former employee of Seller, any predecessor, or any related entity of Seller or any other person owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, in any portion of the Intangible Assets.

4.7 Litigation. There is no action, suit, proceeding or investigation in progress or pending before any court or governmental agency, against or relating to Seller or its properties, assets or business, nor, to the best knowledge of Seller, any threat thereof or any basis therefor. Seller is not a party to any decree, order or arbitration award (or agreement entered into in any administrative, judicial or arbitration proceeding with any governmental authority) with respect to the properties, assets, personnel or business activities of Seller's business.

4.8 Compliance with Laws and Regulations; Governmental Licenses, Etc. Seller is in compliance in all material respects with all statutes, laws, rules and regulations with respect to or affecting Purchaser's use and enjoyment of the Purchased Assets, including, without limitation, laws, rules and regulations relating to occupational health and safety, environmental compliance, equal employment opportunities, fair employment practices, and sex, race, religious and age discrimination. Seller is not subject to any order, injunction or decree issued by any governmental body, agency, authority or court which could impair the ability of Seller to consummate the transactions contemplated hereby or which could materially adversely affect Purchaser's use and enjoyment of the Purchased Assets, and Seller possesses all licenses, permits and governmental or other regulatory approvals and authorizations which are required in order for Seller to operate its business as presently conducted, and is in compliance in all material respects with all such licenses, permits, approvals and authorizations.

4.9 Taxes. Seller has timely filed within the time period for filing or any extension granted with respect thereto all Federal, state, local and other returns and reports relating to any and all taxes or any other governmental charges, obligations or fees for taxes and any related interest or penalties ("Tax" or "Taxes") required to be filed by it with respect to its business and the Purchased Assets, and such returns and reports are true and correct. Seller has paid all Taxes, if any, shown to be due and payable on said returns and reports and has withheld with respect to employees all Federal and state income Taxes, FICA, FUTA and other Taxes required to be withheld, and has timely paid all sales, use and similar Taxes. No income, sales, use or similar Tax return or report of Seller has been examined or audited by the Internal Revenue Service or

any state taxing authority. There are no pending or, to the best of Seller's knowledge, threatened audits, examinations, assessments, asserted deficiencies or claims for additional Taxes. There are no liens or similar encumbrances relating to or attributable to Taxes on the Purchased Assets.

4.10 Environmental Compliance. To the best of its knowledge, in connection with the operation of its business, Seller is not in violation of, or delinquent in respect to, any material decree, order or arbitration award or law, statute, or regulation of or agreement with, or any license or permit from, any governmental authority to which it or its properties, assets, personnel or business are subject (or to which it is itself subject) and which relates to the environment (including, without limitation, laws, statutes, rules and regulations and the common law relating to environmental matters and contamination of any type whatsoever, and in particular, radioactive products and roster ("Environmental Laws")), and Seller has obtained all permits, licenses and other authorizations required under Environmental Laws, where the failure to obtain any such permit, license or authorization would have a material adverse effect on Seller's business.

4.11 Accuracy of Material Facts; Copies of Materials. No representation, warranty or covenant of Seller contained in this Agreement or in any written statement delivered pursuant hereto or in materials delivered to Purchaser in connection with the transactions contemplated hereby contains or shall contain any untrue statement of a material fact known or believed to be untrue and when made or omits to state material facts known or reasonably believed to be necessary in order to make the statement contained therein not misleading. Seller has delivered true, complete and accurate copies of each contract, agreement, license, lease and similar document (or summaries of same) referred to in any Exhibit or Schedule hereunder or included in the Purchased Assets to the extent required by this Agreement or requested by Purchaser.

4.12 Financial Statements. Seller has delivered to Purchaser copies of Seller's unaudited balance sheets as of December 31, 1997 and June 30, 1998 (collectively the "Seller Balance Sheets") and statements of income, stockholders' equity and cash flows for the periods then ended. All such financial statements (collectively, the "Seller Financial Statements") are complete and in accordance with the books and records of Seller and contain no material misrepresentation of the financial position of Seller as of their dates. There are no material liabilities, obligations or commitments, contingent or otherwise, which are not disclosed on Seller Balance Sheets. Since June 30, 1998, there has been no material adverse change in Seller's financial condition or in the operations of its business.

4.13 Intentionally Omitted.

4.14 Contracts.

(a) Schedule 4.14 lists all contracts currently in force with any third party, including but not limited to, (i) agreements, contracts or commitments that call for fixed and/or contingent payments or expenditures by or to Seller; or (ii) agreements, contracts or commitments with officers, employees, agents, consultants, advisors, salesmen, sales representatives, distributors or dealers; or (iii) agreement to loan or advance any sums to any person, any line of credit, standby financing, revolving credit or other similar financing arrangement of any sort.



(b) Seller is not restricted by agreement from carrying on its business anywhere in the world.

(c) Seller is under no liability or obligation, and no such outstanding claim has been made, with respect to the return of inventory or merchandise in the possession of wholesalers, distributors, retailers, or other customers.

(d) Seller has not guaranteed any obligations of other persons or made any agreements to acquire or guarantee any obligations of other persons.

(e) All material contracts, agreements and instruments to which Seller is a party are valid, binding, in full force and effect, and enforceable by Seller in accordance with their respective terms. No such material contract, agreement or instrument contains any material liquidated-damages, penalty or similar provision. To the best of Seller's knowledge, no party to any such material contract, agreement or instrument intends to cancel, withdraw, modify or amend such contract, agreement or arrangement.

(f) Seller is not in default under or in breach or violation of, nor, to Seller's knowledge, is there any valid basis for any claim of default by Seller under, or breach or violation by Seller of, any contract, commitment or restriction to which Seller is a party or to which it or any of its properties is bound, where such defaults, breaches, or violations would, in the aggregate, have a material adverse effect on the operations, assets, financial condition or prospects of Seller. To the best of Seller's knowledge, no other party is in default under or in breach or violation of, nor is there any valid basis for any claim of default by any other party under or any breach or violation by any other party of, any material contract, commitment, or restriction to which Seller is bound or by which any of its properties is bound, where such defaults, breaches, or violations would, in the aggregate, have a material adverse effect on the operations, assets, financial condition or prospects of Seller.

4.15 Disclaimer. Except as expressly set forth in this Agreement, Seller does not make any representation or warranty, whether expressed or implied, to Purchaser with respect to any matter relating to this Agreement or any certificate, schedule or document referred to in this Agreement.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

5.1 Organization. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas.

5.2 Authorization. This Agreement and the Ancillary Documents have been duly and validly executed and delivered by Purchaser and constitute valid and binding agreements of Purchaser, enforceable against Purchaser in accordance with their terms. Purchaser has all

requisite power and authority to execute and deliver this Agreement and the Ancillary Documents and to enable it to carry out the transactions contemplated by this Agreement and the Ancillary Documents. All necessary action on the part of Purchaser has been taken to authorize the execution and delivery of the Agreement and the Ancillary Documents.

5.3 Effect of Agreement; Consents. The execution and delivery of this Agreement and the Ancillary Documents by Purchaser do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under or violation of, or result in the creation of any lien, charge or encumbrance pursuant to any provision of the limited partnership agreement of Purchaser, any order, rule, law or regulation of any court or governmental authority, foreign or domestic, or any provision of any material agreement, instrument, understanding, order, judgment or decree to which Purchaser is a party or by which Purchaser is bound. No consent of any third party or any governmental authority is required to be obtained on the part of Purchaser to permit the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

5.4 Accuracy of Material Facts; Copies; Materials. No representation, warranty or covenant of Purchaser contained in this Agreement or in any written statement delivered pursuant hereto or in materials delivered to Seller in connection with the transactions contemplated hereby contains or shall contain any untrue statement of a material fact known or believed to be untrue when made or omits to state material facts known or reasonably believed to be necessary in order to make the statement contained therein not misleading.

5.5 Disclaimer. Except as expressly set forth in this Agreement, Purchaser does not make any representation or warranty, whether expressed or implied, to Seller with respect to any matter relating to this Agreement or any certificate, schedule or document referred to in this Agreement.

## ARTICLE VI

### COVENANTS OF SELLER

6.1 Access to Documents. If, after the Closing Date, (i) in order to properly prepare its tax returns or other documents or reports required to be filed with governmental authorities or its financial statements; (ii) in connection with any threatened or pending litigation or claim which involves or may involve Purchaser; or (iii) for any other reasonable purpose, it is necessary that Purchaser be furnished with additional information or documents relating to the Purchased Assets or the Assumed Liabilities, and such information or documents are in the possession of Seller and can reasonably be furnished to Purchaser, Seller shall, upon written request therefor, promptly furnish such information or documents to Purchaser. Purchaser shall reimburse Seller providing such information or documents for the cost of copying or shipping any requested documents.

6.2 Cooperation. Seller will take all reasonable actions necessary to comply promptly with all reasonable legal requirements which may be imposed with respect to the

consummation of the transactions contemplated by this Agreement and will promptly cooperate with and furnish information to Purchaser in connection with any such requirements imposed upon Purchaser in connection with the consummation of the transactions contemplated by this Agreement. Seller will take all reasonable actions necessary to obtain (and will cooperate with Purchaser in obtaining) any consent, approval, order or authorization of, or any registration, declaration or filing with, any governmental entity, domestic or foreign, or other person, required to be obtained or made by Seller (or by Purchaser) in connection with the taking of any action contemplated by this Agreement.

6.3 Corporate Name. Immediately after the Closing, Seller agrees to change its corporate name in order to facilitate Purchaser's use of the name "Ham I Am," and Seller further agrees to take such steps as may be necessary or desirable to transfer the corporate name "Ham I Am" to Purchaser.

6.4 Obligation of the Shareholders. Each of the Shareholders agrees to take all actions within his or her control to cause Seller to comply with its obligations under this Agreement.

## ARTICLE VII

### COVENANTS OF PURCHASER

7.1 Access to Documents. If, after the Closing Date, (i) in order to properly prepare its tax returns or other documents or reports required to be filed with governmental authorities or its financial statements; (ii) in connection with any threatened or pending litigation or claim which involves or may involve Seller; or (iii) for any other reasonable purpose, it is necessary that Seller be furnished with additional information or documents relating to the Purchased Assets or the Assumed Liabilities and such information or documents are in Purchaser's possession, and can reasonably be furnished to Seller, Purchaser shall, upon written request therefor, promptly furnish such information or documents to Seller. Seller shall reimburse Purchaser for the cost of copying or shipping any requested documents.

7.2 Cooperation. Purchaser will take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed with respect to the consummation of the transactions contemplated by this Agreement and will promptly cooperate with and furnish information to Seller in connection with any such requirements imposed upon Seller in connection with the consummation of the transactions contemplated by this Agreement. Purchaser will take all reasonable actions necessary to obtain (and will cooperate with Seller in obtaining) any consent, approval, order or authorization of, or any registration, declaration or filing with, any governmental entity, domestic or foreign, or other person, required to be obtained or made by Purchaser (or by Seller) in connection with the taking of any action contemplated by this Agreement.

## ARTICLE VIII

### PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

The obligations of Purchaser at the Closing are subject to satisfaction of the following conditions (any or all of which may be waived by Purchaser in its sole discretion):

8.1 Representations and Warranties. The representations and warranties of Seller and the Shareholders contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same effect as though made on that date.

8.2 Board and Shareholder Approval. This Agreement and the transactions contemplated by it shall have been approved by Seller's Board of Directors and the Shareholders, and Seller shall have delivered to Purchaser copies, certified by the Secretary of Seller, of the resolutions of the Board of Directors and the Shareholders regarding such approval.

8.3 Ownership of Intangible Property. Immediately prior to the Closing, Seller shall have all rights to, exclusive title to and ownership of all Intangible Property, as represented and warranted in Article IV.

8.4 Delivery of All Assets. Seller shall have delivered and conveyed all of the Purchased Assets free and clear of all Encumbrances (except Permitted Liens), whether direct or indirect, accrued, absolute, contingent or otherwise.

8.5 Consents. On or prior to the Closing Date, Seller shall have obtained all necessary consents, approvals, permits and authorizations to complete the transfer of the Purchased Assets.

8.6 No Material Adverse Change. No material adverse change shall have occurred in the business of Seller or the value of the Purchased Assets since the execution of this Agreement which, in the reasonable judgment of Purchaser, may have a material adverse effect on the Purchased Assets.

8.7 Due Diligence. Purchaser shall have completed its due diligence review of Seller. Satisfaction of the condition set forth in this Section 8.7 shall in no manner limit or modify the terms, covenants and conditions set forth elsewhere in this Agreement, including, without limitation, the representations and warranties of Seller set forth in Article IV above or the obligations of Seller under Article X below.

8.8 Agreement with Sharon Meehan. Sharon Meehan shall have entered into the letter agreement with Las Colinas Entertainment, Ltd. substantially in the form of Exhibit 8.8 hereto.

8.9 Closing. The Closing shall have occurred within fifteen (15) days of the date of execution of this Agreement.

8.10 Intentionally omitted.

8.11 Closing Certificate. Seller shall deliver to Purchaser a certificate dated the Closing Date and signed by the President of Seller, confirming that the conditions set forth in subsections 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6 have been satisfied.

8.12 Closing Deliveries. Purchaser shall have received at or prior to the Closing each of the following documents:

- (a) a bill of sale substantially in the form attached hereto as Exhibit 8.12;
- (b) such instruments of conveyance, assignment and transfer, in form and substance satisfactory to Purchaser, as shall be appropriate to convey, transfer and assign to, and to vest in, Purchaser, good, clear and marketable title to the Purchased Assets, including assignments of any pending or issued federal registrations for trademarks or copyrights;
- (c) evidence of termination of all liens (except Permitted Liens) filed against the Purchased Assets reasonably satisfactory to Purchaser; and
- (d) cross-receipt executed by Purchaser and Seller.

## ARTICLE IX

### SELLER'S CONDITIONS PRECEDENT TO CLOSING

The obligations of Seller at the Closing are subject to satisfaction of the following conditions (any or all of which may be waived by Seller):

9.1 Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement will be true and correct in all material respects at the date of the Closing with the same effect as though made at that date, and Purchaser will have delivered to Seller a certificate dated that date and signed by the general partner of Purchaser to that effect.

9.2 Obligations. Purchaser will have fulfilled all its obligations under this Agreement required to have been fulfilled at or prior to the Closing.

9.3 Closing Deliveries. Seller shall have received at or prior to the Closing each of the following documents:

- (a) assumption of liabilities in accordance with Section 2.3; and
- (b) cross-receipt executed by Purchaser and Seller.

9.4 Closing. The Closing shall have occurred within fifteen (15) days of the date of execution of this Agreement.

## ARTICLE X

### SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

10.1 Survival of Representations. The representations and warranties made by Seller and the Shareholders in Article IV of this Agreement and by Purchaser in Article V of this Agreement shall survive the Closing for a period of six (6) months and shall in no manner be limited by any investigation of the subject matter thereof made by or on behalf of either party or by the satisfaction of any condition to the Closing. After the expiration of such period, such representations and warranties shall expire and be of no further force and effect unless a Claim or Claims (as defined in Section 10.2 below) with respect to any such representation or warranty shall have been asserted by an Indemnified Party (as defined in Section 10.2 below) with respect thereto on or before the expiration of such period.

10.2 Indemnification.

(a) Seller and each of the Shareholders jointly and severally indemnify and save harmless Purchaser, its directors, officers, agents and affiliates from and against any and all losses, liabilities, expenses (including, without limitation, fees and disbursements of counsel and expenses of investigation), claims, liens or other obligations whatsoever (hereinafter individually a "Claim" or collectively "Claims") that Purchaser or any such indemnified party may be required to pay by virtue of or result from (i) the breach of any representation, warranty or covenant made by Seller or the Shareholders in this Agreement or otherwise made in writing and delivered by Seller or the Shareholders to Purchaser in connection with the transactions contemplated hereby; (ii) any failure of Seller or the Shareholders to perform or comply with any of its covenants and agreements set forth herein or in any other document executed in connection with the transactions contemplated hereby; and (iii) any Excluded Liabilities. Furthermore, Purchaser indemnifies and saves harmless Seller and each of the Shareholders and the directors, officers, agents and affiliates of Seller from and against any and all Claims that Seller or either Shareholder may be required to pay by virtue of or result from (x) the breach of any representation, warranty or covenant made by Purchaser in this Agreement or otherwise made in writing and delivered by Purchaser to Seller or either Shareholder in connection with the transactions contemplated hereby; and (y) any failure of Purchaser to perform or comply with any of its covenants and agreements set forth herein or in any other document executed in connection with the transactions contemplated hereby. Under the first sentence of this Section 10.2(a), Seller and each of the Shareholders is an "Indemnifying Party," and each of the Purchaser, its directors, officers, agents, and affiliates is an "Indemnified Party." Under the second sentence of this Section 10.2(a), Purchaser is an "Indemnifying Party," and each of Seller, the Shareholders and directors, officers, agents and affiliates of Seller is an "Indemnified Party."

(b) The following are conditions precedent to any liability of an Indemnifying Party under Section 10.2(a):

(i) The Indemnified Party shall give the Indemnifying Parties prompt written notice of any event or assertion of which it has knowledge concerning any Claims as to which it may request indemnification and such notice must be received within twelve months from the Closing Date, or such claims shall be barred.

(ii) The Indemnified Party shall cooperate with and assist the Indemnifying Parties in defending or settling the Claims.

(iii) The Indemnified Party shall permit the Indemnifying Parties to control the defense or settlement of the Claims, including selection of counsel to represent the Indemnified Party, provided that such counsel shall be reasonably satisfactory to the Indemnified Party. The Indemnified Party may maintain separate counsel at its own cost and expense in connection with any Claim.

(iv) In no event shall the Indemnified Party settle a Claim without the prior written approval of the Indemnifying Parties, which approval shall not be unreasonably withheld.

(c) The indemnification obligations of Indemnifying Parties under this Section 10.2 shall continue in full force and effect as to any Claim as to which notice has been given pursuant to Section 10.2(b)(i) above until such Claim has been settled either by mutual agreement of the parties concerned, by arbitration in accordance with the provisions of this Agreement or, in the event of a Claim resulting from legal action by a third party, by the final order, decree or judgment of a court of competent jurisdiction in the United States of America (the time for appeal having expired with no appeal having been taken). The right of any party to be indemnified under this Section 10.2 shall not limit, reduce or otherwise affect any other rights and remedies it may have with respect to the matters indemnified under this Agreement.

## ARTICLE XI

### TERMINATION OF AGREEMENT

11.1 Termination by Lapse of Time. This Agreement shall terminate at 5:00 p.m., Dallas, Texas time, on the thirtieth (30th) day after the date of this Agreement, if the transactions contemplated hereby have not been consummated, unless such date is extended by the written consent of all of the parties hereto.

11.2 Termination by Agreement of the Parties. This Agreement may be terminated by the mutual written agreement of the parties hereto. In the event of such termination by

agreement or by lapse of time under Section 11.1, Purchaser shall have no further obligation or liability to Seller under this Agreement, and Seller shall have no further obligation or liability to Purchaser under this Agreement.

## ARTICLE XII

### GENERAL

12.1 Expenses. Except as otherwise provided below in this Agreement, the parties will each pay their own legal, accounting and other professional expenses in connection with this Agreement.

12.2 Brokers. Each party represents and warrants to the other that, except as set forth below, no person has acted as a broker, a finder or in any similar capacity in connection with the transactions contemplated hereby. Each party shall indemnify the other against, and agrees to hold the other harmless from, all liabilities and expenses (including reasonable attorneys' fees and expenses) in connection with any claim by anyone for compensation as a broker, a finder or in any similar capacity following the Closing, by reason of services allegedly rendered to the indemnifying party in connection with the transactions contemplated hereby, except as set forth in this Section 12.2. The parties to this Agreement acknowledge that a broker's fee will be paid to Tom Stephenson in return for a full and complete release from Tom Stephenson, all of which is outlined in the form of Release to be executed by Tom Stephenson which is attached as Exhibit 12.2 hereto.

12.3 Entire Agreement. This document contains the entire agreement among the parties with respect to the matters contemplated hereby, and all prior negotiations, understandings and agreements among them are superseded by this Agreement.

12.4 Assignment. Neither this Agreement nor any right of any party under it may be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Purchaser may assign its rights under this Agreement following the Closing to any party that acquires Purchaser through a merger or consolidation, purchase of substantially all of Purchaser's stock or a purchase of substantially all of Purchaser's assets, provided that such party agrees to be bound by the terms of this Agreement.

12.5 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and will be deemed effective when delivered in person, when sent by confirmed facsimile, if promptly confirmed in writing, on the third day



after the date on which mailed by first class mail from within the United States of America, or the day following delivery to a national overnight courier service to the following addresses or to such other address as either party may specify in writing to the other party in accordance with the provisions of this Section 12.5:

If to Purchaser:	Ham I Am Enterprises, Ltd. 4504 Winewood Court Colleyville, Texas 76034
If to Seller:	280 West Renner Road, #4913 Richardson, Texas 75080
If to Doak Sullivan:	280 West Renner Road, #4913 Richardson, Texas 75080
If to Sharon Meehan:	320 Woodlake Drive Plano, Texas 75094

12.6 Governing Law. This Agreement will be governed by, and construed under, the laws of the State of Texas.

12.7 Amendment. This Agreement may be amended only by a document in writing signed by the parties.

12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

12.9 Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Sections of this Agreement shall not affect the remaining portions of this Agreement.

12.10 Further Assurances. Each party agrees to execute such further instruments and documents and to do such further acts as may be reasonably requested by any other party to carry out the transactions contemplated hereby.

12.11 Headings. Captions and headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

12.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown on the first page.

**SELLER:**

HAM I AM, INC., a Texas corporation

By: Sharon Meehan

Title: President

**SHAREHOLDERS:**

Doak Sullivan  
Doak Sullivan

Sharon Meehan  
Sharon Meehan

**BUYER:**

HAM I AM ENTERPRISES, LTD.,  
a Texas limited partnership

By: H.I.A. Acquisition Corporation,  
General Partner

By: [Signature]

Title: VP

Intangible Assets

1. Word Mark HOG WASH  
Pseudo Mark HOG WASH
- Serial Number 74-009438  
Date Filed 19891211  
Pub for Opp 19901002  
Regis. No. 1645422  
Regis. Date 19910521  
Status Registered  
Status Date 971024  
Register Principal  
Type of Mark Trademark  
Mark Drg Code 1: Word Only
- Int'l Class 030 - Staple Foods  
Goods & Svcs FOOD CONDIMENT, NAMELY A MULTI-PURPOSE SAUCE  
US Class 046 - Foods and Ingredients of Foods  
1st Use Date 19881000  
1st Com Date 19881000
- Affidavits SECT 8, SECT 15, COMBINED SECT 8 AND SECT 15
- Last Rep Ownr HAM I AM, INC.  
1303 COLUMBIA ROAD, SUITE 201  
RICHARDSON, TX 75081
- Owner Attorney MOLLY BUCK RICHARD
- ASSIGNMENTS:  
Reel/Frame 1593/0255  
Recorded 19970521  
Brief Assigns the entire interest and goodwill  
Correspondent STRASBURGER & PRICE, L.L.P.  
MOLLY BUCK RICHARD  
901 MAIN STREET, SUITE 3400  
DALLAS TX 75202
- Assignor MEEHAN, SHARON  
Signed 19970520  
Assignee HAM I AM, INC.  
1303 COLUMBIA ROAD, SUITE 201
- 
2. Word Mark MUY MUCHO  
Trans of Mark The English translation of "MUY MUCHO" in the mark is "very much".
- Serial Number 74-426542  
Date Filed 19930920  
Pub for Opp 19940426  
Regis. No. 1845796  
Regis. Date 19940719  
Status Registered  
Status Date 940719  
Register Principal  
Type of Mark Trademark  
Mark Drg Code 1: Word Only
- Int'l Class 030 - Staple Foods  
Goods & Svcs hot sauce  
US Class 046 - Foods and Ingredients of Foods  
1st Use Date 19911100  
1st Com Date 19911100
- Last Rep Ownr Ham I Am, Inc.  
1623 Centenary  
Richardson, TX 75081
- Owner Attorney Molly Buck Richard
- 
3. Word Mark OZARK TRAILS
- Serial Number 75-975318  
Date Filed 19940617  
Pub for Opp 19950418  
Regis. No. 2011197  
Regis. Date 19961022  
Status Registered  
Status Date 961022  
Register Principal  
Type of Mark Trademark  
Mark Drg Code 1: Word Only
- Int'l Class 029 - Meats and Processed Foods  
Goods & Svcs meats  
US Class 046 - Foods and Ingredients of Foods  
1st Use Date 19941100  
1st Com Date 19941100
- Other US Appl 74538912  
Sec 1B ITU Yes
- Last Rep Ownr Ham I Am, Inc.  
1623 Centenary  
Richardson, TX 75081
- Owner Attorney Molly Buck Richard
- 
4. The trademark and tradename "Ham I Am!" which Purchaser specifically acknowledges is not a registered trademark.