

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Designs, Inc.		02/10/2015	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Christian Brands, Inc.		
Street Address:	5226 S 31st Pl		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2167764	PASS IT ON	
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:	6234449791		
Email:	apopham@pophamlawgroup.com		
Correspondent Name:	Amy Popham		
Address Line 1:	12725 W. Indian School Rd Suite E-101		
Address Line 4:	Avondale, ARIZONA 85392		
NAME OF SUBMITTER:	Amy J. Popham		
SIGNATURE:	/Amy J. Popham/		
DATE SIGNED:	09/12/2018		
Total Attachments: 3			
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OP \$40.00 2167764

ASSET PURCHASE AGREEMENT

Parties

Seller: Universal Designs, Inc., a Florida Corporation
Buyer: Christian Brands, Inc., an Arizona Corporation

Preliminary Statement

- A. Seller owns and operates a business which manufactures, markets and distributes printed message material for the inspiration gift and religious supply market. Seller is located at 855 West New York Avenue, DeLand, FL 32720 (the "Business").
- B. Seller desires to sell certain assets identified in this Agreement to Buyer, and Buyer wishes to buy such assets, all according to the terms and conditions set forth below.

Agreement

This Asset Purchase Agreement (this "Agreement") is made and entered into as of February 9, 2015, by and among the Parties. Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Parties affirm and incorporate the Preliminary Statement into this Agreement, and further agree as follows:

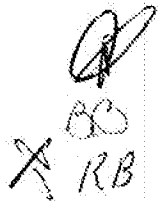
1. Conveyance of Assets.

- 1.1 On or about February 25, 2015, upon Buyer's payment of the first installment of the Purchase Price, [REDACTED] as defined in Section 3, Seller shall ship to Buyer, at Buyer's expense, all or substantially all of the finished goods described on Exhibit 1.1 attached hereto. Any remaining finished goods will be shipped before March 31, 2015.
- 1.2 On the Closing Date, as defined in Section 4, upon Buyer's full payment of the remainder of the Purchase Price, as defined in Section 3, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interests in the following assets listed herein (collectively referred to as the "Purchased Assets"), unless expressly stated in Section 2 as Excluded Assets:
 - a. All finished goods inventory described on Exhibit 1.1 attached hereto.
 - b. All intellectual property, including, but not limited to, the website universaldesignsinc.com and any other URL and internet domain names

[Handwritten initials]
RB

associated with the Business, current and former customer and dealer account information and lists, contracts or other agreements with customers and vendors, and any other intellectual property associated with the Business.

- c. Seller's right to use the name and trademark 'Universal Designs', if any, in connection with Buyer's business operations. Seller shall assign all of its right, title and interest, if any, in and to the 'Universal Designs' name and trademark to Buyer and any other trade names, copyrights, copyright registrations, service marks, and trademarks associated with the Business.
 - d. All printing dies for products for which Buyer has purchased inventory at Closing, although Buyer may not take possession of the dies if it is known that Seller will continue to produce the product for Buyer as part of ongoing inventory purchases, as described hereafter in Section 1.3.
 - e. All other assets, unless expressly stated in Section 2 as Excluded Assets, including, without limitation, all of the licenses, permits, certifications, options, approvals and authorizations relating to the Business; all telephone and facsimile numbers used in or related to the Business; all books and records pertaining or related to the operation of the Business or maintenance of the Purchased Assets, provided that Seller may keep a copy for its tax records; all guarantees, warranties, indemnities and similar rights in favor of Seller with respect to the Purchased Assets; production materials and processes, trade secrets, proprietary information, catalogs, designs, styles, technologies, inventions, know-how, formulae, processes, databases, procedures, research records, test information, Telemagic Enterprise and EDI Software, promotional and marketing materials, catalogs, digital catalog pages, sales materials, customer and dealer records, market surveys, marketing know-how, research and technical information, patents, all other assets and properties of every nature whatsoever, tangible and intangible, and wherever located, used or held for use in connection with the Business, including all goodwill of the Business, unless expressly excluded as defined in Section 2.
- 1.3 Following Closing, Buyer will have the option to purchase additional finished goods inventory in stock at Closing, at the prices specified on Exhibit 1.3 attached hereto.
- 1.4 Following Closing, Buyer will have the option to purchase finished product displays at the prices specified on Exhibit 1.4 attached hereto.
2. **Excluded Assets.** Notwithstanding the provisions of Section 1, it is agreed that certain assets shall be excluded from this transaction (the "Excluded Assets"), including:

Handwritten initials and signature, including a large stylized 'Q' or 'G' at the top, followed by 'BB' and 'RB' with a checkmark.

In witness whereof, Parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the day and year referred to above. Each Party has signed below to indicate its understanding of the foregoing and its acceptance and agreement with all of the terms and provisions hereof.

Seller:

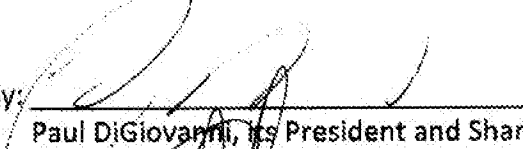
Universal Designs, Inc.,
A Florida Corporation

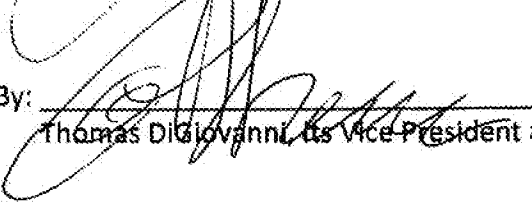
By:  Date: 2-9-15
Barbara Baugh, its President and Shareholder

By:  Date: 2-9-15
Ronald Baugh, its Vice President and Shareholder

Buyer:

Christian Brands, Inc.,
An Arizona Corporation

By:  Date: 2/10/15
Paul DiGiovanni, its President and Shareholder

By:  Date: 2/10/15
Thomas DiGiovanni, its Vice President and Shareholder