

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIRE ART, INC.		10/13/2000	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	DUNCAN ENTERPRISES		
Street Address:	5673 E. SHIELDS AVENUE		
City:	FRESNO		
State/Country:	CALIFORNIA		
Postal Code:	93727		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2437707	WIRE ART	
CORRESPONDENCE DATA			
Fax Number:	(559)299-1108		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	559.299.1135		
Email:	TAGRALL@AGRALL-LAW.COM		
Correspondent Name:	TRACY A. AGRALL		
Address Line 1:	P.O. BOX 3365		
Address Line 4:	CLOVIS, CALIFORNIA 93613-3365		
NAME OF SUBMITTER:	TRACY A. AGRALL		
Signature:	/TRACY A. AGRALL/		
Date:	06/17/2005		

OP \$40.00 2437707

Total Attachments: 5
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ASSET PURCHASE AGREEMENT

Between

Duncan Enterprises

and

Wire Art, Inc.

Dated as of

October 13, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of October 13, 2000 by and between Duncan Enterprises, a California corporation ("Buyer"), and Wire Art, Inc., a Vermont corporation ("Seller"), with reference to the following facts:

A. Buyer and Seller (collectively the "Parties") heretofore entered into a Letter of Intent dated July 19, 2000.

B. Seller currently designs, manufactures and distributes various hobby craft products (the "Products") used in the hobbies of wire work, jewelry, beadwork and sculpture (which business is referred to herein as the "Wire Art Business").

C. Buyer desires to acquire, and Seller desires to sell, substantially all of the assets (the "Assets") of Seller, upon the terms and subject to the conditions hereinafter set forth.

D. In consideration of the transactions provided for herein, Seller and its principal shareholders are willing to agree not to compete with Buyer and not to disparage Buyer.

E. Chris Gluck ("Gluck") and Jennifer Silpe ("Silpe") desire to enter into employment agreements with Buyer and Buyer desires to employ Mmes. Gluck and Silpe for an interim period.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The Acquisition. Subject to the terms and conditions of this Agreement, at the Closing (as defined below):

1.1 Acquisition of Assets of Seller. Except as set forth on Schedule 1.1, Buyer shall purchase, and Seller shall sell, all of the Assets for an aggregate purchase price of (the "Asset Purchase Price"), in the form of payment as provided in subsection 1.2.

1.2 Manner of Payment of the Asset Purchase Price. The Asset Purchase Price shall be paid by Buyer to Seller at the Closing by delivery of _____ cash, subject to adjustment as provided in subsection 1.3 and subject to holdback as provided in subsection 1.4, in immediately available federal funds by wire transfer to an account designated by Seller. All payments and other currency amounts referred to in this Agreement shall be payable in lawful money of the United States of America.

(iv) No waiver of any statute of limitations relating to Taxes of Seller is in effect as of the date hereof.

5.8 Intellectual Property. Schedule 5.8 hereto sets forth a true and correct listing of all patents, trademarks, trade names and copyright registrations (the "Intellectual Property") owned by or assigned to Seller setting forth (i) the name of the person or entity owning such Intellectual Property, (ii) each country in which such Intellectual Property has been registered or in which application for registration has been made, (iii) the expiration date of each such Intellectual Property, (iv) the number of such registration or application, as the case may be, and (v) in the instance of each such patent, trademark or trade name, a brief description thereof. Except as set forth in Schedule 5.8, Seller does not own and is not licensed under any United States or foreign patents, and does not presently have any patent applications on file with any governmental agency in any jurisdiction. Seller owns, is licensed or otherwise has the lawful right (without obligation for payment and without risk of forfeiture) to use all material permits and other governmental approvals, patents, trademarks, trade names, copyrights, technology, know-how and processes used in or necessary for the conduct of its business as currently conducted. The use of such permits and other governmental approvals, patents, trademarks, trade names, copyrights, technology, know-how and processes by Seller does not infringe on the rights of others. There is no claim or demand of any person pertaining to, or any proceedings that are pending or, to the best knowledge of Seller, threatened that challenge the rights of Seller in respect of any patents, trademarks, trade names, copyrights, technology, know-how or processes used in the conduct of its business. No patent, trademark, trade name, copyright, technology, know-how or process owned by or assigned to Seller is subject to any outstanding order, ruling, decree, judgment or stipulation to which Seller is a party by or with any court, arbitrator or administrative agency.

5.9 Employee Benefit Plans; Termination and Severance Agreements. Schedule 5.9 hereto accurately identifies all (A) "employee pension benefit plans" as such term is defined in Section 3(2)(A) or Section 3(35) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and group insurance, disability, pension, retirement, savings, deferred compensation, profit sharing and incentive or special compensation plans and vacation and sick leave policies or arrangements and fringe benefits applicable to employees or categories of employees of Seller, (B) employees of Seller whose annual rate of compensation and benefits (including, but not limited to, base salary, bonuses, vehicles or vehicle allowances, travel and entertainment allowances, company paid insurance policies, club memberships and other perquisites) is \$50,000 or greater, and lists the total compensation and benefits by category for the year ended December 31, 1999 and the year ending December 31, 2000 and the total current annual compensation and benefits by category, (C) arrangements with any of Seller's employees to receive or participate in present or future consideration in the event of a sale or change of control of Seller or its business or assets, and (D) employment or consulting agreements, bonus arrangements, insurance coverages, termination and severance agreements, stay bonuses, contracts, and other employment-related arrangements and understandings with individual past

17.13 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Fresno, California in accordance with the Rules of the American Arbitration Association (the "Rules"), and judgment upon any award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. If the amount in controversy is less than \$100,000, there shall be one arbitrator. Otherwise, there shall be three arbitrators, one to be chosen directly by each party, and the third to be selected by the two so chosen. To the extent permitted by the Rules, the selected arbitrators may grant equitable relief. Each party shall pay the fees of the arbitrator selected by it and of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration including the cost of the record or transcripts thereof, if any, administrative fees, the costs of the third arbitrator, and all other fees and costs shall be borne by the losing party to the extent included in the arbitration award.

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

Buyer:

Duncan Enterprises

By: 

Douglas A. Morgan
Executive Vice President
and Chief Operating Officer

Seller:

Wire Art, Inc.

By: 

Chris Gluck
President

By: _____

Jennifer Silpe
Treasurer