

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Sencland Marine Services, Inc.		04/19/2005	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MRW Properties, Inc.		
<b>Street Address:</b>	6107 Tidle Reach Court		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2263925	TRAILS END	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)854-2084		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-854-1844		
<b>Email:</b>	jsleeper@coatsandbennett.com		
<b>Correspondent Name:</b>	Larry L. Coats		
<b>Address Line 1:</b>	1400 Crescent Green		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Cary, NORTH CAROLINA 27511		
<b>NAME OF SUBMITTER:</b>	Larry L. Coats		
<b>Signature:</b>	/Larry L. Coats/		
<b>Date:</b>	07/28/2005		

CH \$40.00 2263925

**Total Attachments: 11**

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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, made this 19th day of April, 2005, by and between **SENCLAND MARINE SERVICES, INC.**, a North Carolina corporation (hereinafter Seller); and **MRW PROPERTIES, INC.**, a North Carolina corporation (hereinafter "Buyer");

**WITNESSETH:**

WHEREAS, Seller owns and operates the restaurant known as Trail's End Restaurant on Trail's End Road in Wilmington, North Carolina; and

WHEREAS, Seller desires to sell the assets described herein to the Buyer, and the Buyer desires to purchase those assets from the Seller;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of \$10.00 each to the other paid, and other good and valuable considerations each to the other accruing, the receipt of which is hereby acknowledged, Seller agrees to sell, and Buyer agrees to purchase, the property described herein, subject to the terms and conditions of this Agreement:

**1. PURCHASE AND SALE OF ASSETS**

**1.01. Assets Being Conveyed.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase from Seller, the following assets:

- a. All furniture, furnishings, fixtures, trade fixtures, equipment, machinery, supplies and all other personal property assets located at the premises known as the "Trail's End Restaurant" or "Trail's End Steak House."

- b. All usable inventory and stock in trade of the Seller on hand at closing.
- c. All of Seller' accounts receivable.
- d. All Seller's rights under any governmental or other licenses, permits or agreements, to the extent that those rights are transferable.
- e. The Seller' phone system including but not limited to all lines, phones, equipment, and accessories, together with the right to use the telephone number or numbers presently used by Seller, to wit: 910/791-2034.
- f. All rights to use the name "Trail's End Restaurant", "Trail's End Steak House", "Trail's End on the Waterway at Whiskey Creek" together with any and all variations of those names and any similar names used by Seller in connection with the restaurant business; including Seller's website, if any.
- g. All the right, title, benefit and interest of Seller in and to all good will, registered or unregistered trademarks, trade or brand names, assumed names, service marks and similar intangible personal property pertaining to Seller' restaurant including Seller's website , if any.
- h. All computer equipment, software and, to the extent assignable, software licenses, used by Seller in connection with the operation of Seller' restaurant business.
- i. Seller's interest as tenant/lessee under any leases of equipment or other assets that Seller has leased, but only to the extent that tenant is able to transfer or assign those leases.
- j. An agreement for non-competition by Seller as set forth hereinafter.

The foregoing assets shall sometimes be referred to hereinafter as the "Assets" or "the Property."

**1.02. Assets Not Included.** The Assets shown on **Schedule 1.02** are not included as a part of this sale and purchase.

**1.03. Leased Assets.** Buyer understands that Seller is not the owner but only the lessee of the following leased assets used in connection with the operation of the business:

- a. The dishwasher, which lease has expired but Seller continues to lease on a monthly basis.
- b. A contract for waste/refuse disposal with Waste Management which has expired but Seller continues to lease on a monthly basis.

**1.04. Purchase Price.** The purchase price for the Assets being purchased hereunder is \$200,000, plus any adjustments as set forth in this section:

- a. The sum of \$10,000 in earnest money, which shall be placed in the trust account of Seller's attorney, Ralph S. Pennington, Pennington & Smith, PLLC, Attorneys at Law upon the execution of this Agreement.
- b. The balance of \$190,000 which shall be paid in cash or certified check at closing.
- c. Buyer and Seller shall take an inventory of Seller's food and beverage inventory at the end of business day before closing, and the wholesale cost, substantiated by invoice, shall be added to the purchase price hereunder.

**1.05. Purchase Price Allocation.** The purchase price shall be allocated among the Assets as follows. Each of the parties agrees to report this transaction for federal tax purposes in accordance with this allocation of the purchase price.

\$150,000 – Business Assets and Equipment  
50,000 - Covenant not to compete  
\$200,000 – Total

**1.06. Purchase Contingent on Land Purchase.** It is expressly understood that both the Seller's and Buyer's obligations under this Contract are tied in with and contingent upon Seller's and Buyer's obligations under a separate real estate sale/purchase contract being executed simultaneously herewith, pursuant to which Seller shall sell and Buyer shall buy the real estate upon which the Trail's End Restaurant is located for the price of \$1,000,000. If either Seller or Buyer terminate this Contract pursuant to the terms hereof, such termination shall automatically be a termination of the real estate contract. Likewise, if either party defaults under this Contract it shall automatically be a default in the real estate contract. Further, the closing of this Contract shall not occur unless the real estate sales contract closes and vice versa.

**1.07. Loan Commitment.** N/A. Buyer's obligation to purchase is not contingent upon any financing.

**1.08. Closing.** The "closing" of this transaction shall be that time at which the Seller delivers all documents necessary to transfer title to the property hereunder and all other documents required by this agreement and at which time Buyer shall deliver the balance of the purchase price.

- a. **Date and place of closing.** The closing of this transaction shall occur simulatenously with closing of the Trail's End Real Estate at the same location.
- b. **Instruments of transfer.** Seller shall deliver to Buyer at closing any and all deeds, bills of sale, endorsements, assignments and such other instruments of conveyance and transfer, in form satisfactory to Buyer's counsel, as shall be effective to vest in Buyer marketable title to the Assets, and to assign to Buyer any permits or licenses required by Seller to operate its business (to the extent such permits and licenses are assignable). The bill of sale shall be in the form attached hereto as **Schedule 1.08(b).**
- c. **Possession at closing.** The property shall be delivered to Buyer at the time of the closing.
- d. **Prorations.** The following items shall be prorated between Seller and Buyer at closing:
  - (1) Ad valorem taxes for the calendar year 2005.
  - (2) Water, sewer and other utility charges, if any.
- e. **Costs.** Seller shall pay for the preparation of the Bill of Sale and other documents required to be prepared and delivered by Seller in connection with the closing, and for its own attorney's fees. Buyer shall pay for preparation of any and all other

documents, for all its inspection and due diligence costs and expenses, for all other costs, and for its own attorney's fees.

**1.09. Taxes.** Seller shall be responsible for the payment of any delinquent taxes, interest, penalties and assessments, assessed by any taxing authority for taxes arising out of the operation of the business prior to closing. Seller shall be fully responsible for and shall pay any liabilities of Seller (corporately and individually) whatsoever due for federal income taxes, or income or franchise taxes due to any state or other taxing authority which tax liabilities arise as a result of this transaction.

## **2. BUYER'S INSPECTIONS AND DUE DILIGENCE.**

**2.01. Buyer's Right of Inspection and Condition of Assets.** Between the date of this contract and 45 days from the date of execution of this agreement, Buyer, its agents, servants, independent contractors and employees shall have the right to inspect the condition of, to examine and test the Assets being purchased and all systems related thereto. Buyer shall not damage any of the Assets or property while conducting such inspections and tests and shall hold Seller harmless and indemnify Seller from and against any damage as a result of such activities. If Buyer is not satisfied with the condition of the Assets to be purchased, Buyer shall notify Seller of its objections in writing prior to 5:00 pm on the 45<sup>th</sup> day after execution of this agreement. Buyer shall have the right to terminate this contract within the inspection period if the Assets or property are not satisfactory to it; such right of termination shall be conveyed to Seller simultaneously with with Buyer's objections. Seller shall promptly refund the earnest money. If Buyer does not choose to terminate the contract, Seller shall have the choice whether to correct any objections or not. If Seller chooses to correct such objections, Seller shall promptly undertake such action and in such case time for closing hereunder shall be extended accordingly.

If Seller chooses not to cure such objections Buyer shall have the option of purchasing the Assets in their present condition in spite of such objections and/or defects, or declining to purchase the Assets without being in breach of this contract. If Buyer then chooses to decline to purchase the Assets, the deal shall be called off and neither party shall have any claim against the other for failure of the purchase/sale to close. If Buyer elects to purchase the Assets in spite of Seller's refusal to correct any of Buyer's objections or defects, closing of this transaction and transfer of the title to Buyer shall constitute a full acceptance by the Buyer of the Assets (including all systems relating thereto) in their then existing condition at closing (i.e. "AS-IS") and Buyer shall have no claim against Seller after closing relating to the condition (as opposed to title and ownership) of the Assets and related systems.

**2.02. Items to be Inspected.** In addition to any other items the Buyer may wish to inspect, the Seller shall provide Buyer with the following items:

- a. The books and records for the restaurant business for the past three years.
- b. The tax returns for the restaurant business for the past three years.
- c. All leases and contracts that will survive Closing, those being shown on **Schedule 3.01(f)** attached hereto.
- d. Any water quality tests performed for or obtained by Seller, including the name of the consulting firm conducting such tests.

### **3. SELLER'S REPRESENTATIONS AND WARRANTIES**

**3.01. Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall survive the closing:

- a. **Corporate organization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Seller has the corporate power and authority to own its own properties and to effect and complete this transaction.



(ii) Any and all costs, expenses and attorney's fees in connection with these indemnifications and Seller's defense of any claims made against it.

b. Buyer's Indemnity Agreement in favor of Seller, attached hereto as Schedule 6.02 shall be executed by Buyer at closing.

## **7. OTHER MATTERS**

**7.01. No Realtor Involved for Seller.** Buyer acknowledges that Seller has not used a realtor or broker in this transaction and is not liable for any realtor's or brokerage commission in connection with the sale; and that Buyer shall be responsible and shall pay for any and all realtor's or broker's commissions and expenses which Buyer has incurred in connection with the sale.

**7.02. Non-Competition.** Seller shall execute the non-compete agreement attached hereto as Schedule 7.02.

## **8. GENERAL PROVISIONS**

**8.01. Assignment.** Buyer may not assign its rights and obligations hereunder to any third party except to another entity or entities owned by the same principals as own Buyer, in order to divide the ownership of all assets between the business assets and the real property being purchased..

**8.02. Entire agreement.** This Agreement, along with the agreements, documents, and instruments which are schedules hereto, and any other agreements, documents, and instruments delivered or to be delivered pursuant hereto, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements, representations and understandings of the parties.

**8.03. Modification and waiver.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**8.04. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**8.05. All agreements survive closing.** All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall survive closing and shall inure to the benefit of and shall bind the heirs, administrators, executors, successors, and assigns of the parties.

**8.06. Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated, void, or voidable.

**8.07. Applicable law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to procedural rules or legal principles regarding conflicts of laws.

**8.08. Headings.** Section and paragraph titles and headings herein contained are inserted only for convenience and are not intended to be construed as a part of this Agreement or as a limitation on the scope of the particular portions of this Agreement to which they refer.

**8.9. Succession.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**8.10. No third party beneficiaries.** Buyer and Seller do not intend by the execution, delivery, or performance of this Agreement to confer a benefit upon any person or entity not a party to this Agreement.

**8.11. Construction.** Buyer and Seller have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

**8.12. Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

Seller: Carole B. Coble  
613 Trail's End Road  
Wilmington, North Carolina 28409

or Carole B. Coble  
Post Office Box 1508  
Wrightsville Beach, North Carolina 28480

Copy to Seller's counsel: Ralph S. Pennington  
Pennington, & Smith, LLC  
P.O. Box 2149  
Wilmington, North Carolina 28402

Buyer: MRW Properties, Inc.  
Attention: Michael J. Rokoski  
Post Office Box 1564  
Wrightsville Beach, North Carolina 28480

Copy to Buyer's counsel: Alan M. Solana  
Attorney at Law  
213 North Second Street  
Wilmington, North Carolina 28401

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this document to be signed and sealed as of the day and year first above written.

SENCLAND MARINE SERVICES, INC.

By: Carole B. Coble (SEAL)  
Carole B. Coble, President

MRW PROPERTIES, INC.

By: [Signature] (SEAL)  
Its PRESIDENT

STATE OF NORTH CAROLINA

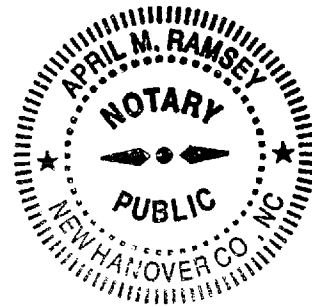
COUNTY OF NEW HANOVER

I, April M. Ramsey, a Notary Public, do hereby certify that Carole B. Coble personally appeared before me this day and acknowledged that she is the President of Sencland Marine Services, Inc., a corporation, and she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this the 12 day of April, 2005.

April M. Ramsey  
Notary Public

My commission expires: 8-21-08



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Alan M. Solana, a Notary Public, do hereby certify that Michael J. Rokoski personally appeared before me this day and acknowledged that he is the President of MRW Properties, Inc., a corporation, and he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this the 16th day of April, 2005.

[Signature]  
Notary Public

My commission expires: 5/30/09

