

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

STEVEN L. BOCKSTAHLEN

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) 16 MAY 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CHARLES B. MERCER

Internal Address: PO BOX 6065 (MAILING)

Street Address: 2446 INDIAN SPRINGS

City: SUN VALLEY

State: IDAHO

Country: US Zip: 83354

- Association
- General Partnership
- Limited Partnership
- Corporation

Other INDIVIDUAL Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1954590

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

LOCAL FAVORITES

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CHARLES B. MERCER

Internal Address: PO BOX 6065

Street Address: 2446 INDIAN SPRINGS

City: SUN VALLEY

State: ID Zip: 83354

Phone Number: 208-622-8599

Fax Number: 208 622 4599

Email Address: cm Mercer@mba1974.hbs.edu

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed ALREADY PAID CK DATED 7/05/2006

**8. Payment Information:**

SEE FOLLOWING PAGE

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Charles B. Mercer

Signature

CHARLES B. MERCER

Name of Person Signing

8 AUG 07

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

cm Mercer@mba1974.hbs.edu  
700337235

TRADEMARK  
REEL: 003597 FRAME: 0670

## TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (this "Agreement") is made as of this 16 day of MAY, 2005, between STEVEN L. BOCKSTAHLER, ("Seller"), and CHUCK MERCER, ("Buyer").

### RECITALS

- A. Seller is the owner of federal and common law rights to the registered Trademark, "Local Favorites", (the "Trademark"), United States Patent and Trademark Office (PTO) Registration Number 1954590.
- B. Seller desires to sell and Buyer desires to purchase the Trademark.
- C. After the Closing provided for in this Agreement, Buyer will be free to conduct business utilizing the Trademark in any manner which Buyer determines appropriate.

### AGREEMENT

The parties agree as follows:

1. **CONSIDERATION.** As consideration for the purchase of the Trademark, Buyer shall pay to Seller a purchase price of \$3,000 (the "Purchase Price").
2. **ASSUMPTION OF THE TRADEMARK LICENSE USE.** Buyer agrees to continue to license the right to use the Trademark, without compensation to Buyer, to current owners in existing territories already using the Trademark. Furthermore, Buyer agrees to include this provision in any subsequent sale of the Trademark. Nothing contained in this Agreement, or otherwise, shall be interpreted as requiring Buyer to take any action to enforce any rights against any person for infringement of the Trademark, or to maintain registration of the Trademark.
3. **ASSUMPTION OF LIABILITIES.** It is expressly understood and agreed that, except as specifically provided in this Agreement, Buyer will not be liable for any of the obligations or liabilities of Seller of any kind, except that as specified in paragraph 2.
4. **CLOSING.** The transfer of the Trademark by Seller to Buyer (the "Closing") will take place on before MAY 16, 2005 (the "Closing Date").
5. **SELLER'S OBLIGATIONS AT CLOSING.** At the Closing, Seller shall deliver to Buyer full possession and enjoyment of the Trademark and all pertinent information regarding the Trademark.
6. **BUYER'S OBLIGATIONS AT CLOSING.** At the Closing, Buyer shall deliver to Seller a bank cashier's check in the amount of \$3,000.
7. **REGISTRATION OF THE TRADEMARK.** Seller has registered the Trademark as described in the certificate of registration attached to this Agreement as Exhibit A.

## 8. GENERAL MATTERS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement will be considered, or will constitute, a waiver of any other provision, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

8.2 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which they may be entitled.

8.3 No Representations or Warranties. No representations or warranties whatever are made by any party except as specifically set forth in this Agreement.

8.4 Notices. All notices, requests, demands and other communication under this Agreement must be in writing and will be considered to have been duly given on the date of service if served personally or by reputable overnight courier, 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:

To Seller at: Steven L. Bockstahler  
P.O. Box 2240  
Sun Valley, Idaho 83353

To Buyer at: Chuck Mercer  
208 Topsfield Road  
Ipswich, MA 01938

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.

8.5 Governing law. This Agreement will be construed in accordance with, and governed by, the laws of the State of Idaho with jurisdiction in the circuit court of Idaho and venue in Blaine County.

8.6 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

IN WITNESS WHEREOF, the parties to this Agreement have fully executed it on the day and year first above written.

Steven L. Bockstahler  
Steven L. Bockstahler

Chuck Mercer  
Chuck Mercer

STATE OF IDAHO  
COUNTY OF BLAINE

On May 16, 2005, before me, Trini A. Whitty, personally appeared STEVEN L. BOCKSTAHLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]



Trini A. Whitty Expires 11-25-08  
Signature

Trini A. Whitty  
Name (Printed or Typed)

STATE OF MA  
COUNTY OF Essex

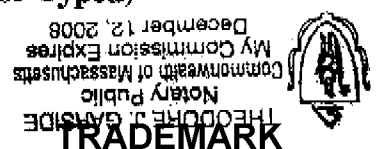
On May 11, 2005, before me, Charles B Mercer, personally appeared CHUCK MERCER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

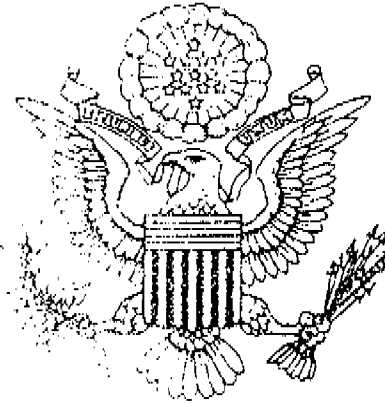
[Notary Seal]

Charles B Mercer  
Signature

Theodore J. Garside  
Name (Printed or Typed)



# The United States of America



## CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

### PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this sixth day of February 1996.



*Bruce Lehman*

Commissioner of Patents and Trademarks  
**TRADEMARK**