

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
Gregory A Fuhrman		05/23/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MAT INVESTMENTS, LLC		
Doing Business As:	WASHOUSE		
Street Address:	1119 WEST DRAKE ROAD #C40		
City:	FORT COLLINS		
State/Country:	COLORADO		
Postal Code:	80526		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77865311	WASHOUSE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-308-1804		
Email:	Gregory.Fuhrman@gmail.com		
Correspondent Name:	Gregory A. Fuhrman		
Address Line 1:	2002 Richards Lake Road		
Address Line 4:	Fort Collins, COLORADO 80524		
NAME OF SUBMITTER:	Gregory A. Fuhrman		
Signature:	/ Gregory A. Fuhrman /		
Date:	05/24/2012		
Total Attachments: 2			
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OP \$40.00 77865311

9. All contingencies in the Offer to Buy and Sell Business Opportunity were either waived or satisfied by the appropriate party.

10. Buyer received all licenses and permits necessary for the continued operation of the Business.

AT CLOSING:

1. Seller executed and delivered to Buyer the Bill of Sale.
2. Seller executed and delivered to Buyer the Non-Competition Agreement.
3. Seller and Buyer executed the Mutual Indemnity Agreement.
4. Seller and Buyer executed an Assignment of Contracts, Trade Name, and Telephone Number.
5. Seller and Buyer executed the Settlement Statements.
6. Seller delivered to Buyer all keys, combinations and security codes for the Business.
7. Broker retained the \$10,000.00 earnest money deposit in partial payment of its commission.

AFTER CLOSING:

1. Buyer and Seller are to arrange for the transfer of the telephone, utilities, and other contracts approved by Buyer.
2. Buyer is to deliver to Seller all mail, payments or invoices/bills received by Buyer which are intended for Seller.
3. Seller is to deliver to Buyer all books and records necessary for the continued operation of the Business.
4. Seller is to train Buyer in the operation of the Business for a period of one hundred (100) hours over three (3) months, including fifty (50) hours in the twenty-one (21) days after closing and free phone consultation for six (6) months.
5. Buyer is to pay all use taxes incurred in connection with the purchase.

SELLER: VGL Cimarron, LLC

By: [Signature]
Manager

By: [Signature]

BUYER: MAT Investments, LLC

By: [Signature]
Manager

CLOSING MEMORANDUM AND AGREEMENTS

SELLER: VGL Cimarron, LLC
BUYER: MAT Investments, LLC
SUBJECT: Sale of the Business presently known as "Washouse"
located 1119 W Drake Rd., #C-40, Fort Collins, CO 80526
("the Business")
DATE OF CLOSING: May 23, 2012 at 10:00 AM
PURCHASE PRICE: \$350,000.00 including inventory

PRIOR TO CLOSING:

1. Seller and Buyer entered into Offer to Buy and Sell Business Opportunity dated May 10, 2012, which was amended and extended.

2. Buyer inspected and approved the physical condition of the personal property being transferred and the Premises and approved all books and records and performed such due diligence which Buyer thought necessary or appropriate.

3. Closing Agent confirmed with the Larimer County Treasurer that there were personal property taxes due for 2010 in the amount of \$8,855.05 and 2011 taxes due in the amount of \$8,723.23 as well as a late filing fee in the amount of \$50.00 which will be collected from Seller at closing. The personal property tax estimate for 2012 from the Larimer Treasurer is \$7,665.09 which will be prorated and collected from Buyer and Seller at closing. Buyer and Seller understand that this is only an estimate. Buyer will get any refund, but will also be responsible for any additional tax. THIS IS A FULL AND FINAL SETTLEMENT BETWEEN BUYER AND SELLER.

4. Closing Agent confirmed with the Secretary of State of Colorado that there were no effective UCC Financing Statements of record against Seller or the Business, except Alliance Laundry Systems LLC and Martin-Ray Laundry Systems, Inc. Seller confirmed that Martin-Ray Laundry Systems, Inc. terminated its lien. Closing Agent received a pay-off from Alliance Laundry Systems LLC.

5. Buyer obtained the appropriate insurance coverage, naming landlord as additional insured.

6. Buyer secured an acceptable assignment of lease from the Landlord.

7. Closing Agent confirmed with Broker that May rent was paid by Seller. Rent will be prorated and Buyer will give Seller credit at closing. Seller confirmed that the security deposit with the landlord is in the amount of \$2,348.00. A credit will be given to Seller from Buyer at closing.

8. Buyer made arrangements for transfer or purchase of a credit card machine and made application for a credit card account (as necessary).