

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor and Assignee previously recorded on Reel 004850 Frame 0813. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Itochu International Inc.		03/18/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	AdPackUSA, Inc.		
Street Address:	6218 113th Place SE		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98006		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78564018	ADPACK	
CORRESPONDENCE DATA			
Fax Number:	4262267047		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9175582871		
Email:	corin.lines@adpackusa.com		
Correspondent Name:	Corin Lines		
Address Line 1:	6218 113th Place SE		
Address Line 4:	Bellevue, WASHINGTON 98006		
NAME OF SUBMITTER:	Corin Lines		
Signature:	/Corin Lines/		
Date:	09/06/2012		

OP \$40.00 78564018

Total Attachments: 21

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source=AdPackUSA, Inc. Certificate of Incorporation#page1.tif
source=Asset Purchase Agreement between Itochu and Shamrock#page1.tif
source=Asset Purchase Agreement between Itochu and Shamrock#page2.tif
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source=Asset Purchase Agreement between Itochu and Shamrock#page5.tif
source=Asset.Purchase.Agreement.Between.Shamrock.and.AdPackUSA#page1.tif
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source=Asset.Purchase.Agreement.Between.Shamrock.and.AdPackUSA#page5.tif
source=Letter of Agreement Between Shamrock and Corin Lines#page1.tif
source=Letter of Agreement Between Shamrock and Corin Lines#page2.tif
source=Notice#page1.tif
source=Short Form Trademark Assignment Between Itochu and Shamrock#page1.tif
source=Short.Form.Trademark.Assignment.Between.Shamrock.and.AdPackUSA#page1.tif
source=Trademark.Cover.Letter#page1.tif
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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
AdPackUSA, Inc.		02/07/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Itochu International Incorporated		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3274242	ADPACK	
CORRESPONDENCE DATA			
Fax Number:	4252267047		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9175582871		
Email:	corin.lines@adpackusa.com		
Correspondent Name:	Corin Lines		
Address Line 1:	6218 113th Place SE		
Address Line 4:	Bellevue, WASHINGTON 98006		
NAME OF SUBMITTER:	Corin Lines		
Signature:	/Corin Lines/		
Date:	08/28/2012		
Total Attachments: 17			

OP \$40.00 3274242

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

ADPACKUSA, INC.

a/an WA Profit Corporation. Charter documents are effective on the date indicated below.

Date: 1/6/2011

UBI Number: 603-076-051

APPID: 1920412



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Handwritten signature of Sam Reed in cursive script.

Sam Reed, Secretary of State

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 12th day of November, 2010, by and between Shamrock Ad Specialties, a Idaho Sole Proprietorship with its principal offices at 478715 Highway 95, Sandpoint, Idaho 83864 ("Buyer"), and ITOCHU International Inc., a New York corporation with its principal offices at 335 Madison Avenue, New York, New York 10017 ("Seller").

WHEREAS, Seller operates a department known as the AdPack department of Seller's Chemicals, Forest Products and General Merchandise Division (the "AdPack Department") which is engaged in the business of marketing, distributing and selling of advertising on tissue packs (the "Business"), and Buyer is an independent business corporation, which, *inter alia*, deals in the marketing, distribution and sale of products related to corporate advertising; and

WHEREAS, Seller desires to sell and Buyer wishes to buy substantially all of the operating assets used in the Business, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants, representations and agreements herein, the parties agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer and deliver to Buyer, and Buyer shall purchase from Seller, the Purchased Assets (as hereinafter defined), free and clear of all claims, security interests and encumbrances of any nature, except as otherwise stated herein. The Purchased Assets shall include, but not be limited to, the following:

(a) Inventory. Seller's inventory (including samples) related to the Business as of the closing, located at Seller's facilities in New York, New York or wherever else located (including any such inventory which has been ordered by Seller in the ordinary course but which has not been delivered by the supplier thereof) as of the closing (the "Purchased Inventory");

(b) Customer List, Trademarks, Website, Etc. All customer, supplier and contact lists, trademarks (including specifically the registered trademark for "AdPack", registration number 3274242), internet website (including domain name) and other records relating to the Business, but not including any corporate records or historical financial records of Seller; and

(c) All other assets of Seller related exclusively to the Business, including the computer, monitor, software and printer, the mobile phone and equipment for the tradeshow booth used exclusively for the Business.

1.2 Excluded Assets. Notwithstanding any other provision hereof, the Purchased Assets shall not include (a) any cash and cash equivalents of the Seller as of the closing, whether in

hand or in a bank account; and (b) any right which accrues or will accrue to Seller under this Agreement.

1.3 Purchase Price. The consideration to be paid by Buyer to Seller for the Purchased Assets shall be equal to the amount of Five Hundred Seventeen and 77/100 Dollars (\$ 517.77) (the Purchase Price"), the sufficiency and adequacy of this amount are acknowledged by the parties hereto. The amount of the Purchase Price shall be paid by Buyer to Seller at or prior to the closing.

1.4 Assumption of Obligations. At the closing, subject to the terms and conditions hereof, Buyer shall assume and agree to perform and discharge the liabilities incurred by the Business after the closing, as they come due incurred in the ordinary course of business.

1.5 Excluded Liabilities. Except as specifically provided herein, Buyer shall not assume and shall not be responsible for, (i) any federal, state or local income, sales or other tax arising or relating to any transaction or period prior to the closing; and (ii) any claims relating to any action with respect to the operation of the Business prior to the closing.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1. Organization, Standing and Authority. Seller is a corporation duly organized, validly existing and in good standing under the law of the State of New York and is duly qualified and in good standing in each jurisdiction where the conduct of its business or its ownership of property requires it to be so qualified. Seller has the corporate power and authority to execute, deliver and perform this Agreement and the documents contemplated hereby.

2.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement and the documents contemplated hereby by Seller have been duly authorized by all necessary corporate actions on the part of Seller. This Agreement constitutes the legal and binding obligation of Seller, enforceable in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.3 Absence of Conflicting Agreements or Consents. The execution, delivery and performance of this Agreement: (a) do not require the consent of any third party; (b) will not conflict with the Certificate or Articles of Incorporation or By-Laws of Seller or result in a breach of or constitute a default under any applicable law, judgment or regulation or any agreement or other instrument to which Seller is a party or by which Seller is bound; and (c) will not create or give rise to any claim, security interest, charge or encumbrance upon any of the Purchased Assets.

2.4 Properties; Absence of Liens and Encumbrances. Seller has good and marketable title to, owns and will transfer good and marketable title to Buyer in, the Purchased Assets, free and clear of any claims, rights, security interests or restrictions on transfer.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Organization, Standing and Authority. Buyer is a sole proprietorship duly organized, validly existing and in good standing under the law of the State of Idaho. Buyer has the requisite corporate power and authority to execute, deliver and perform this Agreement and the documents contemplated hereby according to their respective terms.

3.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3 Absence of Conflicting Agreements and Required Consents. The execution, delivery and performance by Buyer of this Agreement do not require the consent of any third party; will not conflict with, result in a breach of or constitute a default under any applicable law, judgment, regulation or ruling; and will not conflict with or constitute a default under any agreement, license or permit to which Buyer is a party or by which Buyer may be bound.

3.4 Sufficient Funds. Buyer has sufficient funds available to it to purchase and pay for the Purchased Assets pursuant to the terms of this Agreement.

SECTION 4. SPECIAL COVENANTS AND AGREEMENTS

4.1 Risk of Loss. The risk of any loss, damage or impairment of any of the Purchased Assets from any cause shall be borne by Seller at all times prior to the Closing, and by Buyer at all times after the Closing.

4.2 Transfer of Trademark. Seller shall transfer to Buyer, and Buyer shall accept, all rights in and to the Trademark, and Buyer shall be responsible for filing such transfer documentation, as it may deem necessary and proper. The expense of filing of such document and related matters shall be borne by Buyer.

4.3 Confidentiality. Each party hereto will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement, except as and to the extent required by applicable law.

4.4 Employees. Buyer shall offer employment to Ms. Corin Lines, effective as of the day following the Effective Date, upon essentially the same terms and conditions followed by Seller prior to the closing or as otherwise may be agreed upon between Buyer and said individual.

SECTION 5. SURVIVAL; INDEMNIFICATION

5.1 Representations and Warranties. All representations and warranties set forth in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for the period of six (6) months.

5.2 Indemnification by Seller. Notwithstanding the closing, Seller, hereby agrees to indemnify and hold Buyer and its officers, employees and agents harmless against and with respect to any losses, liabilities or damages resulting from any untrue representation or nonfulfillment of any covenant by Seller set forth herein, any obligations of Seller not assumed by Buyer pursuant to this Agreement; any losses, liabilities or damages resulting from the operation of the Business prior to the closing, or any action, suit, claim, judgment, cost or expense incident to any of the foregoing.

5.3 Indemnification by Buyer. Notwithstanding the closing, Buyer hereby agrees to indemnify and hold Seller, and its officers, directors, employees and agents, harmless against and with respect to any and all losses, liabilities or damages resulting from any untrue representation, breach of warranty or nonfulfillment of any covenant by Buyer set forth herein, any and all losses, liabilities or damages resulting from the operation of the Business after the closing, and any action, claim, judgment, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

5.4 Procedure for Indemnification. The party claiming indemnification pursuant hereto (the "Claimant") shall promptly give notice to other party (the "Indemnitor") of any claim, whether between the parties or involving a third party, specifying the factual basis for and the amount of the claim. Failure by the Claimant to give such notice shall relieve the Indemnitor of its obligations hereunder only to the extent that and the Indemnitor is damaged directly as a result of the failure to give notice. Any payment of damages shall be made promptly after proper demand therefor by bank or cashier's check or by confirmed wire transfer of immediately available funds.

SECTION 6. MISCELLANEOUS

6.1 Fees and Expenses. Buyer shall pay all filing fees, transfer or sales taxes and other charges levied by any governmental entity on account of the transfer of the Purchased Assets from Seller to Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives.

6.2 Notices. All notices required or permitted to be given under this Agreement shall be deemed to have been given (a) upon personal delivery, (b) upon receipt (as shown on the return receipt), if mailed by registered or certified mail, postage prepaid and return receipt requested, (c) if mailed by first-class mail, five (5) days after deposit of a properly addressed envelope with the U.S. Postal Service, (d) on the next business day after delivery to a courier service that guarantees delivery on the next business day or (e) on the date of receipt by telecopy, in each case addressed as follows:

If to Seller:

If to Buyer:

ITOCHU International Inc.
General Manager
Chemicals, Forest Products and
General Merchandise Division
335 Madison Avenue
New York, New York 1001

Shamrock Ad Specialties
478715 Highway 95
Sandpoint, Idaho 83864
Attention: President

6.3 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement. Buyer and Seller shall cooperate fully with each in connection with all actions required to be taken as part of their obligations under this Agreement.


6.4 Governing Law and Actions. This Agreement shall be governed by the law of the State of New York (without regard to the choice of law provisions thereof). All claims and controversies arising under this Agreement shall be adjudicated in a state or federal court located in New York, New York. The parties hereby waive their right to have a jury trial.

6.5 Entire Agreement. This Agreement and all and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the transfer of the Purchased Assets which comprise the Business. This Agreement supersedes all prior writings and negotiations between the parties and cannot be amended, supplemented or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by all parties.

6.6 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.


IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first written above.

Shamrock Ad Specialties

By: 
Name: Frank Cafferty
Title: President



ITOCHU International Inc.

By: 
Name: Sean Tanaka
Title: SVP & General Manager, Chemicals,
Forest Products and General
Merchandise Division

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 17th day of January, 2011, by and between AdPackUSA, Inc., a Corporation with its principal offices at 6218 113th Place SE, Bellevue, Washington, 98006 ("Buyer"), and Shamrock Ad Specialties, an Idaho Sole Proprietorship with its principal offices at 478715 Highway 95, Sandpoint, Idaho 83864 ("Seller").

AdPackUSA, Inc. is a corporation wholly owned and operated by Corin Lines.

WHEREAS, Seller operates a department known as the AdPack department of Seller's Promotional Products Company (the "AdPack Department") which is engaged in the business of marketing, distributing and selling of advertising on tissue packs (the "Business"), and Buyer is an corporation wishing to perpetuate the AdPack Department as an independent entity and continue engaging in the business of marketing, distributing and selling of advertising on tissue packs.

WHEREAS, Seller desires to sell and Buyer wishes to buy substantially all of the operating assets used in the Business, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants, representations and agreements herein, the parties agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer and deliver to Buyer, and Buyer shall purchase from Seller, the Purchased Assets (as hereinafter defined), free and clear of all claims, security interests and encumbrances of any nature, except as otherwise stated herein. The Purchased Assets shall include, but not be limited to, the following:

(a) Inventory. Seller's inventory (including samples) related to the Business as of the closing, located at Seller's facilities in New York, New York or wherever else located (including any such inventory which has been ordered by Seller in the ordinary course but which has not been delivered by the supplier thereof) as of the closing (the "Purchased Inventory");

(b) Customer List, Trademarks, Website, Etc. All customer, supplier and contact lists, trademarks (including specifically the registered trademark for "AdPack", registration number 3274242), internet website (including domain name) and other records relating to the Business, but not including any corporate records or historical financial records of Seller; and

(c) All other assets of Seller related exclusively to the Business, including the computer, monitor, software and printer, the mobile phone and equipment for the tradeshow booth used exclusively for the Business.

1.2 Excluded Assets. Notwithstanding any other provision hereof, the Purchased Assets shall not include (a) any cash and cash equivalents of the Seller as of the closing, whether in

hand or in a bank account; and (b) any right which accrues or will accrue to Seller under this Agreement.

1.3 Purchase Price. Corin Lines (AdPackUSA, Inc.) will forward to Shamrock Ad Specialties 1% of the profits derived from sales of all goods and services of AdPackUSA for a period of six (6) months. The six (6) month period commences at date of this contract.

1.4 Assumption of Obligations. At the closing, subject to the terms and conditions hereof, Buyer shall assume and agree to perform and discharge the liabilities incurred by the Business after the closing, as they come due incurred in the ordinary course of business.

1.5 Excluded Liabilities. Except as specifically provided herein, Buyer shall not assume and shall not be responsible for, (i) any federal, state or local income, sales or other tax arising or relating to any transaction or period prior to the closing; and (ii) any claims relating to any action with respect to the operation of the Business prior to the closing.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer as follows:

2.1 Organization, Standing and Authority. Seller is a Sole Proprietorship duly organized, validly existing and in good standing under the law of the State of Idaho and is duly qualified and in good standing in each jurisdiction where the conduct of its business or its ownership of property requires it to be so qualified. Seller has the corporate power and authority to execute, deliver and perform this Agreement and the documents contemplated hereby.

2.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement and the documents contemplated hereby by Seller have been duly authorized by all necessary corporate actions on the part of Seller. This Agreement constitutes the legal and binding obligation of Seller, enforceable in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.3 Absence of Conflicting Agreements or Consents. The execution, delivery and performance of this Agreement: (a) do not require the consent of any third party; (b) will not conflict with the Certificate or Articles of Incorporation or By-Laws of Seller or result in a breach of or constitute a default under any applicable law, judgment or regulation or any agreement or other instrument to which Seller is a party or by which Seller is bound; and (c) will not create or give rise to any claim, security interest, charge or encumbrance upon any of the Purchased Assets.

2.4 Properties; Absence of Liens and Encumbrances. Seller has good and marketable title to, owns and will transfer good and marketable title to Buyer in, the Purchased Assets, free and clear of any claims, rights, security interests or restrictions on transfer.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Organization, Standing and Authority. Buyer is a corporation duly organized, validly existing and in good standing under the law of the State of Washington. Buyer has the requisite corporate power and authority to execute, deliver and perform this Agreement and the documents contemplated hereby according to their respective terms.

3.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3 Absence of Conflicting Agreements and Required Consents. The execution, delivery and performance by Buyer of this Agreement do not require the consent of any third party; will not conflict with, result in a breach of or constitute a default under any applicable law, judgment, regulation or ruling; and will not conflict with or constitute a default under any agreement, license or permit to which Buyer is a party or by which Buyer may be bound.

3.4 Sufficient Funds. Buyer has sufficient funds available to it to purchase and pay for the Purchased Assets pursuant to the terms of this Agreement.

SECTION 4. SPECIAL COVENANTS AND AGREEMENTS

4.1 Risk of Loss. The risk of any loss, damage or impairment of any of the Purchased Assets from any cause shall be borne by Seller at all times prior to the Closing, and by Buyer at all times after the Closing.

4.2 Transfer of Trademark. Seller shall transfer to Buyer, and Buyer shall accept, all rights in and to the Trademark, and Buyer shall be responsible for filing such transfer documentation, as it may deem necessary and proper. The expense of filing of such document and related matters shall be borne by Buyer.

4.3 Confidentiality. Each party hereto will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement, except as and to the extent required by applicable law.

SECTION 5. SURVIVAL; INDEMNIFICATION

5.1 Representations and Warranties. All representations and warranties set forth in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for the period of six (6) months.

5.2 Indemnification by Seller. Notwithstanding the closing, Seller, hereby agrees to indemnify and hold Buyer and its officers, employees and agents harmless against and with respect

to any losses, liabilities or damages resulting from any untrue representation or nonfulfillment of any covenant by Seller set forth herein, any obligations of Seller not assumed by Buyer pursuant to this Agreement; any losses, liabilities or damages resulting from the operation of the Business prior to the closing, or any action, suit, claim, judgment, cost or expense incident to any of the foregoing.

5.3 Indemnification by Buyer. Notwithstanding the closing, Buyer hereby agrees to indemnify and hold Seller, and its officers, directors, employees and agents, harmless against and with respect to any and all losses, liabilities or damages resulting from any untrue representation, breach of warranty or nonfulfillment of any covenant by Buyer set forth herein, any and all losses, liabilities or damages resulting from the operation of the Business after the closing, and any action, claim, judgment, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

5.4 Procedure for Indemnification. The party claiming indemnification pursuant hereto (the "Claimant") shall promptly give notice to other party (the "Indemnitor") of any claim, whether between the parties or involving a third party, specifying the factual basis for and the amount of the claim. Failure by the Claimant to give such notice shall relieve the Indemnitor of its obligations hereunder only to the extent that and the Indemnitor is damaged directly as a result of the failure to give notice. Any payment of damages shall be made promptly after proper demand therefor by bank or cashier's check or by confirmed wire transfer of immediately available funds.

SECTION 6. MISCELLANEOUS

6.1 Fees and Expenses. Buyer shall pay all filing fees, transfer or sales taxes and other charges levied by any governmental entity on account of the transfer of the Purchased Assets from Seller to Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives.

6.2 Notices. All notices required or permitted to be given under this Agreement shall be deemed to have been given (a) upon personal delivery, (b) upon receipt (as shown on the return receipt), if mailed by registered or certified mail, postage prepaid and return receipt requested, (c) if mailed by first-class mail, five (5) days after deposit of a properly addressed envelope with the U.S. Postal Service, (d) on the next business day after delivery to a courier service that guarantees delivery on the next business day or (e) on the date of receipt by telecopy, in each case addressed as follows:

If to Seller:

Shamrock Ad Specialties
478715 Highway 95
Sandpoint, Idaho 83864

If to Buyer:

AdPackUSA, Inc.
6218 113th Place SE
Bellevue, WA 98006

Attention: Frank Cafferty
President

Attention: Corin Lines
President

6.3 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement. Buyer and Seller shall cooperate fully with each in connection with all actions required to be taken as part of their obligations under this Agreement.

6.4 Governing Law and Actions. This Agreement shall be governed by the law of the State of Washington (without regard to the choice of law provisions thereof). All claims and controversies arising under this Agreement shall be adjudicated in a state or federal court located in Bellevue, Washington. The parties hereby waive their right to have a jury trial.

6.5 Entire Agreement. This Agreement and all and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the transfer of the Purchased Assets which comprise the Business. This Agreement supersedes all prior writings and negotiations between the parties and cannot be amended, supplemented or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by all parties.

6.6 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first written above.

AdPackUSA, Inc.

Shamrock Ad Specialties

By: 
Name: Corin Lines
Title: President

By: 
Name: Frank Cafferty
Title: President

LETTER OF AGREEMENT

between

Shamrock Ad Specialties,
478715 HWY 95
Sandpoint, ID 83864

and

Corin Lines,
58 St. Marks Place
Apt. #8
New York, NY 10003

This LETTER OF AGREEMENT (the "Agreement") is entered into as of the 20th day of December, 2010, and sets out understanding between the parties that the investment by Shamrock Ad Specialties to acquire AdPackUSA (The "Business") will be for the purpose of assigning the business to Corin Lines as follows:

1. Shamrock Ad Specialties will make a cash investment of \$650.00 or less to acquire 100% ownership of AdPackUSA.
2. Ownership is defined as acquisition of the following:
 - (a) Inventory. Seller's (ITOCHU International Inc.) inventory (including samples) related to the Business as of the closing, located at Seller's facilities in New York, New York or wherever else located (including any such inventory which has been ordered by Seller in the ordinary course but which has not been delivered by the supplier thereof) as of the closing (the "Purchased Inventory");
 - (b) Customer List, Trademarks, Website, Etc. All customer, supplier and contact lists, trademarks (including specifically the registered trademark for "AdPack", registration number 3274242), internet website (including domain name) and other records relating to the Business, but not including any corporate records or historical financial records of Seller; and
 - (c) All other assets of Seller related exclusively to the Business, including the computer, monitor, software and printer, the mobile phone and equipment for the tradeshow booth used exclusively for the Business.
3. Corin Lines will forward to Shamrock Ad Specialties 1% of the profits derived from sales of all goods and services of AdPackUSA for a period of six (6) months commencing on the date Ownership is assigned to Corin Lines.
4. Within ten (10) days after the date of closing of Shamrock Ad Specialties acquiring Ownership of AdPackUSA, Shamrock Ad Specialties agrees to assign Ownership of AdPackUSA to Corin Lines.

TRADEMARK

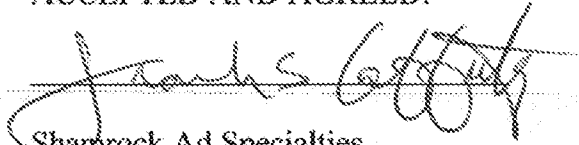
REEL: 004856 FRAME: 0788

5. Upon said assignment, Corin Lines agrees to deliver to Shamrock Ad Specialties payment of \$650.00 or less for all costs associated with acquiring Ownership of AdPackUSA.

6. Upon the completion of all aforementioned agreement, neither party shall have any rights or obligations to the other.

IN WITNESS WHEREOF, the parties are executing this Letter of Agreement indicating their intention to cooperate and proceed with the formal agreements outlined herein.

ACCEPTED AND AGREED:


Shamrock Ad Specialties

Date:

12-17-2010

CORIN LINES 

Date:

12-17-2010



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 30, 2012

PTAS

CORIN LINES
6218 113TH PLACE SE
BELLEVUE, WA 98006

900232165

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/28/2012

REEL/FRAME: 4850/0813
NUMBER OF PAGES: 19

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:
ADPACKUSA, INC.

DOC DATE: 02/07/2010
CITIZENSHIP: WASHINGTON
ENTITY: CORPORATION

ASSIGNEE:
ITOCHU INTERNATIONAL INCORPORATED

335 MADISON AVENUE
NEW YORK, NEW YORK 10017

CITIZENSHIP: NEW YORK
ENTITY: CORPORATION

SERIAL NUMBER: 78564018
REGISTRATION NUMBER: 3274242
MARK: ADPACK
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/09/2005
REGISTRATION DATE: 08/07/2007

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

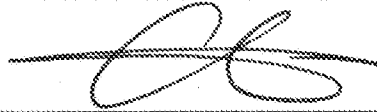
SHORT FORM TRADEMARK ASSIGNMENT

WHEREAS, ITOCHU International Inc., a New York corporation ("Assignor"), has adopted, used, is using and is the owner of the (i) "AdPack" trademark, registration number 3274242, registration date August 7, 2007, international class 035, and (ii) "Tissuebox Donations" trademark, registration number 3176897, registration date November 28, 2006, international class 16 (collectively, the "Marks");

WHEREAS, Shamrock Ad Specialties, a sole proprietorship, with an office located at 478715 Highway 95, Sandpoint, Idaho 83864 ("Assignee"), is desirous of acquiring the Marks and any registrations therefor, together with the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in said Marks and the registrations therefor, including without limitation the United States Trademark Application therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks, and together with all causes of action for the infringement of the Marks.

ASSIGNOR: ITOCHU International Inc.



Date: March 18, 2011

By: _____

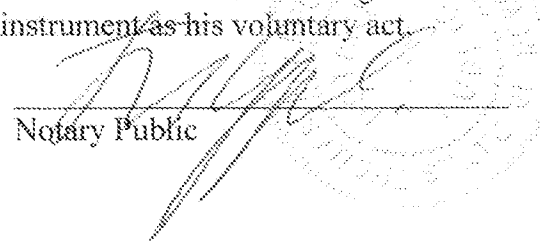
Name: Shinjiro Tanaka
Title: SVP

ACKNOWLEDGEMENT

STATE OF NEW YORK)
):SS
COUNTY OF NEW YORK)

Be it remembered on this 18th day of March, 2011, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Shinjiro Tanaka, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he is the assignor in the foregoing instrument; and that he signed and delivered the instrument as his voluntary act.

THOMAS N. APPLE
Notary Public, State of New York
No. 02AP4980129
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires ~~June 14, 2011~~
April 15, 2015



SHORT FORM TRADEMARK ASSIGNMENT

WHEREAS, Shamrock Ad Specialties, an Idaho sole proprietorship, ("Assignor"), has adopted, used, is using and is the owner of the (i) "AdPack" trademark, registration number 3274242, registration date August 7, 2007, international class 035, and (ii) "Tissuebox Donations" trademark, registration number 3176897, registration date November 28, 2006, international class 16 (collectively, the "Marks");

WHEREAS, AdPackUSA, Inc., a corporation, with an office located at 6218 113th Place SE Bellevue, Washington 98006 ("Assignee"), is desirous of acquiring the Marks and any registrations therefor, together with the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in said Marks and the registrations therefor, including without limitation the United States Trademark Application therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks, and together with all causes of action for the infringement of the Marks.

ASSIGNOR: Shamrock Ad Specialties

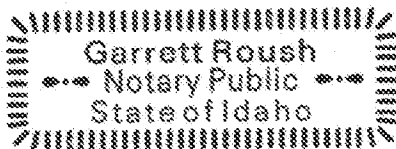
Date: February 7, 2011

By: [Signature]
Name: _____
Title: owner

ACKNOWLEDGEMENT

STATE OF IDAHO)
):SS
COUNTY OF IDAHO)

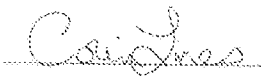
Be it remembered on this 7th day of February, 2011, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Frank Coffey, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he is the assignor in the foregoing instrument; and that he signed and delivered the instrument as his voluntary act.



[Signature]
Notary Public

Cover Sheet

1. Name of Party conveying interest: AdPackUSA, Inc.
2. Name and address of party receiving interest:
Itochu International Inc.
335 Madison Avenue
New York, New York 10017
3. Transaction to be recorded: Record the change of ownership of mark from, Itochu to AdPackUSA, Inc.
4. Identification of interests to be involved: Trademark Reg. No. 3,274,242
5. Name and address of party to whom correspondence concerning the request to record the document should be mailed:
AdPackUSA, Inc.
6218 113th Place SE
Bellevue, WA 98006
6. Date the document was executed: 02/7/2010

7. Signature:  Corin Lines of AdPackUSA, Inc.

AdPackUSA, Inc.
6218 113th Place SE
Bellevue, WA 98006
USA

UBI Number: 603-076-051
APPID: 1920412

8. The entity and citizenship of the party receiving the interest:
Itochu International Inc.
335 Madison Avenue
New York, New York 10017

9. ADPACK

Itochu International Inc. (New York Corporation) 335 Madison Avenue New York, NY 10017

For: Advertising and promotion services in the nature of providing advertising space on the wrapping of paper products, namely, tissues, moisturized tissues, moist towelettes and moistened wash cloths, in class 35 (U.S. CLS. 100, 101 and 102.)

First use 10-31-2004; In Commerce 10-31-2004

The mark consists of standard characters without claim to any particular font, style, size or color.

Reg. No. 3,274,242

Ser. No. 78-564,018, Filed 2-9-2005

Giselle Agosto, Examining Attorney

Please see additional document labeled: "United States Patent and Trademark Office -- Service Mark Principal Register"



United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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
AdPackUSA, Inc.		02/07/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Itochu International Incorporated		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3274242	ADPACK	
CORRESPONDENCE DATA			

Fax Number: 4252267047
Phone: 9175582871
Email: corin.lines@adpackusa.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corin Lines
Address Line 1: 6218 113th Place SE
Address Line 4: Bellevue, WASHINGTON 98006

NAME OF SUBMITTER:

Corin Lines

Signature:

/Corin Lines/

Date:

08/28/2012

Total Attachments: 17

source=Asset Purchase Agreement between Itochu and Shamrock#page1.tif
 source=Asset Purchase Agreement between Itochu and Shamrock#page2.tif
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 source=Asset.Purchase.Agreement.Between.Shamrock.and.AdPackUSA#page4.tif
 source=Asset.Purchase.Agreement.Between.Shamrock.and.AdPackUSA#page5.tif
 source=AdPackUSA, Inc. Certificate of Incorporation#page1.tif
 source=Letter of Agreement Between Shamrock and Corin Lines#page1.tif
 source=Letter of Agreement Between Shamrock and Corin Lines#page2.tif
 source=Short Form Trademark Assignment Between Itochu and Shamrock#page1.tif
 source=Short.Form.Trademark.Assignment.Between.Shamrock.and.AdPackUSA#page1.tif
 source=United States Patent and Trademark Office Service Mark Principal Register ADPACK#page1.tif
 source=Trademark.Cover.Letter#page1.tif

RECEIPT INFORMATION

ETAS ID: TM244526
Receipt Date: 08/28/2012
Fee Amount: \$40

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Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,274,242

Registered Aug. 7, 2007

SERVICE MARK
PRINCIPAL REGISTER

ADPACK

ITOCHU INTERNATIONAL INC (NEW YORK
CORPORATION)
335 MADISON AVENUE
NEW YORK, NY 10177

FOR: ADVERTISING AND PROMOTION SERVIC-
ES IN THE NATURE OF PROVIDING ADVERTIS-
ING SPACE ON THE WRAPPING OF PAPER
PRODUCTS, NAMELY, TISSUES, MOISTURIZED
TISSUES, MOIST TOWELETTES AND MOISTENED
WASH CLOTHS. IN CLASS 35 (U.S. CLS. 100, 101
AND 102).

FIRST USE 10-31-2004; IN COMMERCE 10-31-2004.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-564,018, FILED 2-9-2005.

GISELLE AGOSTO, EXAMINING ATTORNEY