

## 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
Speakeasy, Inc.		01/13/2004	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Speakeasy Communications Consulting LLC		
Street Address:	3438 Peachtree Road, Suite 1000, Phipps Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2783775	THE LEADER'S EDGE	
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:	(248) 335-5000		
Email:	jbellanca@hertzschram.com		
Correspondent Name:	Joseph A. Bellanca, Esq.		
Address Line 1:	1760 S. Telegraph Road, Suite 300		
Address Line 2:	5917-2		
Address Line 4:	Bloomfield Hills, MICHIGAN 48302		
NAME OF SUBMITTER:	Joseph A. Bellanca		
Signature:	/joseph a. bellanca/		
Date:	11/23/2012		

OP \$40.00 2783775

**Total Attachments: 9**

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**AGREEMENT TO PURCHASE ASSETS**

**BETWEEN**

**SPEAKEASY COMMUNICATIONS CONSULTING, LLC,  
A MICHIGAN LIMITED  
LIABILITY COMPANY**

**AND**

**SPEAKEASY, INC., A GEORGIA CORPORATION**

## AGREEMENT TO PURCHASE ASSETS

This Agreement to Purchase Assets ("**Agreement**") is entered into this 13th day of January, 2004, by and between Speakeasy Communications Consulting, LLC, a Michigan limited liability company, ("**Purchaser**"), and Speakeasy, Inc., a Georgia corporation ("**Seller**") and, for the limited purposes specified herein, Scott S. Weiss, an individual resident of the State of Georgia ("**Weiss**") and Sandra G. Linver, an individual resident of the State of Georgia ("**Linver**"). Purchaser and Seller are sometimes referred to collectively herein as "**Parties**" and individually as a "**Party**."

### RECITALS

A. Seller provides private consulting services to senior business executives and training programs and workshops to clients of Seller and the general public regarding effective spoken communication, interactive speaking skills and voice coaching (the "**Business**").

B. The principal places of business for the Business are Suite 600, Atlantic Center Plaza, 1180 West Peachtree Street, Atlanta, Georgia 30309 (the "**Atlanta Location**") and 343 Sansome, San Francisco, California (the "**San Francisco Location**") (collectively, the "**Locations**").

C. Linver is the sole shareholder of Seller.

D. Seller has employed Weiss as Seller's Executive Vice President and Weiss has been responsible for the general operations of the Business for several years. Weiss owns seventy-five percent (75%) of the membership interests in and is the sole manager of Purchaser, and BTG Speakeasy LLC, a Michigan limited liability company ("**BTG Speakeasy LLC**") owns twenty-five percent (25%) of the membership interests in Purchaser.

E. Purchaser wishes to purchase from Seller, and Seller is willing to sell to Purchaser, the Assets (as defined below) upon the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants, agreements and warranties contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

For purposes of this Agreement, any amendments to this Agreement and any exhibits or schedules attached hereto, the terms delineated below will have the following meanings, except as otherwise expressly provided in the text of this Agreement:

- 1.1 "**Assets**" has the meaning set forth in Section 2.1.
- 1.2 "**Business**" has the meaning set forth in Recital A.
- 1.3 "**CERCLA**" means the Comprehensive Environmental Response Compensation Act.
- 1.4 "**Claim Notice**" has the meaning set forth in Section 10.2a.
- 1.5 "**Closing**" has the meaning set forth in Section 3.2.
- 1.6 "**Closing Date**" has the meaning set forth in Section 5.1.
- 1.7 "**Closing Payment**" has the meaning set forth in Section 3.2a.
- 1.8 "**Effective Date**" has the meaning set forth in Section 5.1.
- 1.9 "**Environmental Laws**" has the meaning set forth in Section 6.8.
- 1.10 "**Financial Statements**" has the meaning set forth in Section 6.13.
- 1.11 "**Indemnitee**" has the meaning set forth in Section 10.2a.
- 1.12 "**Indemnifying Party**" has the meaning set forth in Section 10.2a.
- 1.13 "**Intellectual Property Rights**" means all trademarks, trademark applications, trade names, service marks, service mark applications, Internet domain names, Internet or World Wide Web URLs or addresses, copyrights, copyright applications, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object codes, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records used in the Business as it is presently conducted.
- 1.14 "**Knowledge**" means the actual knowledge of Linver outside of information actually known by Weiss.
- 1.15 "**Linver**" has the meaning set forth in Recital C.
- 1.16 "**Locations**" has the meaning set forth in Recital B.
- 1.17 "**Losses**" has the meaning set forth in Section 10.1a.
- 1.18 "**Purchase Price**" has the meaning set forth in Section 3.1.
- 1.19 "**Purchaser**" has the meaning set forth in the preamble.

1.20 "RCRA" means the Federal Resources Conservation and Recovery Act.

1.21 "Seller" has the meaning set forth in the preamble.

1.22 "Supplies" has the meaning set forth in Section 2.1e.

## ARTICLE II

### PURCHASE AND SALE

2.1 **Assets.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, transfer and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following assets and properties owned by Seller or in which Seller has any right or interest and used or usable in connection with the operation of the Business (the "**Assets**"):

- a. All furniture, trade fixtures, and equipment and other fixed assets owned by Seller and used in the Business, including those items listed on Schedule 2.1a attached to this Agreement.
- b. The goodwill of the Business as a going concern and, to the extent assignable at no additional cost to Seller, the Business telephone book directory advertisements, and any other advertisements that are the property of the Business.
- c. All right, title and interest of Seller in the (i) telephone numbers of the Business, including the following: (404) 541-4800, (800) 221-7432, (415) 434-2682, and any and all direct dial extension numbers related to the above-referenced numbers; and (ii) facsimile numbers of the Business, including the following: (404) 541-4848, (404) 541-6994 and (415) 434-4112.
- d. All right, title and interest of Seller in the name, "**Speakeasy**" and any variations thereof or assumed names.
- e. All right, title and interest of Seller in (i) the email address(es) servicing the Business, including: www.speakeasyinc.com and info@speakeasyinc.com; (ii) the following Internet domains: Speakeasyinc.com; Speakeasyinc.org, Speakeasyinc.biz, and Speakeasyinc.info; (iii) the Domain IP range 65.83.40.32/27; (iv) Subnet mask 255.255.255.224; and (v) IP range 65.83.40.33 to 65.83.40.63akeasyinc.com.

- f. All right, title and interest of Seller in all materials, in any form whatsoever, relating to the Business, including, but not limited to, course-work, training materials, computer software, video and/or audio recordings, presentations, internet publications, wherever located, created or otherwise used in the Business, as more fully set forth in Schedule 2.1f attached to this Agreement ("**Supplies**").
- g. All right, title and interest of Seller in all computer software, keys and all other indicia of possession, security alarm codes, licenses and permits, certificates and, to the extent assignable, licenses and approvals and other governmental authorizations necessary to own the Assets and operate the Business as it is presently being conducted.
- h. All right, title and interest of Seller in all Intellectual Property Rights, including, but not limited to, Intellectual Property Rights related to the following:
  - (i) "Speakeasy" marks and registrations;
  - (ii) Course outlines and curriculum training material;
  - (iii) Course Binder (used for all open-enrolment courses);
  - (iv) Course hand-outs and exercises;
  - (v) "Breathe For Results;"
  - (vi) "Plan for Results" electronic planner;
  - (vii) "Visuals Planner;
  - (viii) Marketing folder;
  - (ix) Brochure;
  - (x) Course descriptions;
  - (xi) Electronic course descriptions;
  - (xii) Web page;
  - (xiii) Business cards; and
  - (xiv) Letterhead.
- i. All right, title and interest of Seller under the contracts and agreements assigned pursuant to Section 2.4, including all right, title and interest of Seller in all representations, warranties, covenants and guarantees made by third parties with respect to the Assets.
- j. All paper goods, stationary, containers, forms, labels, brochures, art work, photographs, advertising and promotional materials, and any similar items owned by Seller.
- k. All of Seller's records and lists that pertain directly or indirectly, in whole or in part, to any one or more of the

following: Seller's customers, suppliers, advertising, promotional material, sales, services, delivery or operations of the Business, including property records, environmental compliance records, credit data, and service and warranty records.

- l. All right, title and interest of Seller in security deposits, prepaid expenses, and similar items paid by Seller (so long as Purchaser assumes the obligations and duties of Seller associated with such deposits, expenses and similar items under Section 2.4) relating to the Business or the Locations as set forth on Schedule 2.11 attached to this Agreement (other than any such item relating to an Excluded Asset).
- m. All of Seller's books and records relating to employees of Seller, provided, however, (i) Seller may retain a copy of such documents (or to the extent Seller does not make copies thereof prior to the Closing, Seller will have access to such books and records after the Closing and may make copies thereof from time to time as needed), and (ii) Purchaser will not, for a period of six (6) years after the Effective Date, discard or destroy any such books and records without Seller's prior written consent which consent Seller shall not unreasonably withhold.
- n. Seller's accounts receivable relating to invoices delivered by Seller to customers the services pertaining to which will be performed by Seller or Purchaser following the Effective Date, and for which payment has not been received prior to the Effective Date (the "Assigned Receivables").

**2.2 Excluded Assets.** Notwithstanding anything to the contrary herein, the following assets of Seller or Linver (or any affiliate of Seller or Linver) shall be retained by Seller, Linver or such affiliate, and are not being sold or assigned to Purchaser hereunder, and shall not constitute Assets (the "**Excluded Assets**"):

- a. facsimile machine at Linver's home office;
- b. printer at Linver's home office;
- c. laptop computer and dictation machine used by Linver;
- d. all of the contents of Linver's office at the Atlanta location including, but not limited to, all furniture and art work located therein;



- e. Seller's cash, cash equivalents, bank and other accounts at financial institutions and accounts receivable, except the Assigned Receivables;
- f. Seller's books and records relating to any records required by applicable law to be retained by Seller, accounting, taxes, corporate organization or to any other Excluded Asset, or to any liability or obligation not assumed by Purchaser; **provided, however,** Purchaser shall have access to such books and records as are necessary to conduct the Business after the Effective Date, including responding to any inquiry by a governmental authority.
- g. Any right, title or interest of Seller in any receivable owed by Seller to Linver or any other liability or obligation to Seller of Linver or any affiliate of Linver or any affiliate of Seller.
- h. All insurance policies of Seller and rights thereunder, each of which is listed on Schedule 2.2h attached to this Agreement.
- i. All claims for tax refunds and other governmental charges of whatever nature.
- j. All rights of Seller under this Agreement, the Note (as defined below), the Security Agreement (as defined below), and any other documents required to be delivered hereunder.
- k. Purchaser acknowledges that Linver and her affiliate, Speakeasy Consulting, Inc. have certain relationships with The Coca Cola Company and Accenture that are not part of Seller's Business and will not be transferred hereunder.
- l. All stock and securities in any other person held by Seller.
- m. Books purchased by Seller prior to the Effective Date for distribution to participants in courses conducted through the Business titled, "Speak and Get Results" and "Good Enough Isn't," and vinyl course binders purchased by Seller after the Effective Date but ordered prior to the Effective Date for distribution to participants in courses conducted through the Business (and the outstanding order for such binders).

**2.3 Assumption of Obligations and Liabilities.** As of the Effective Date, Purchaser shall assume and become responsible for all of the liabilities and obligations of Seller under the agreements, contracts, employment contracts,

leases, licenses and other arrangements of the Business identified on Schedule 2.3 attached to this Agreement (the "**Assumed Liabilities**"). Other than the Assumed Liabilities, the Parties agree that Purchaser will not assume, accept or undertake any liabilities or obligations of Seller, except as otherwise provided in this Agreement.

**2.4 Assignment of Contracts.** Seller and Purchaser shall execute the General Assignment and Assumption of Contracts attached to this Agreement as Exhibit 2.4 assigning to Purchaser all of the contracts, agreements, and schedules, including service contracts, equipment leases and options, to which Seller may be a Party with respect to the Assumed Liabilities.

**2.5 Prorations; Adjustments.**

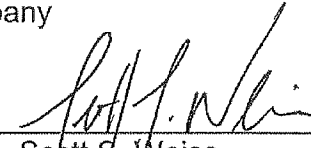
- a. There shall be adjusted and prorated between Seller and Purchaser as of the Effective Date, all fees, expenses and other receipts and payments related to the contracts, leases, agreements and other arrangements of Seller being transferred under this Agreement, ad valorem taxes, and all other items necessary to allocate the benefits and burdens of ownership of the Assets and operations of the Business before the Effective Date to Seller and on and after the Effective Date to Purchaser. All documentary transfer taxes, recording fees and other transfer taxes shall be paid by Purchaser.
- b. Except as noted in Section 2.1n, Seller is not selling, and Purchaser is not purchasing, Seller's accounts receivable existing as of the Effective Date. Further, Seller is not transferring, and Purchaser is not assuming, Seller's accounts payable existing as of the Effective Date. Immediately prior to the Closing, Seller shall prepare and deliver to Purchaser a statement listing all items that are adjustments to the Closing Payment or are to be prorated between Purchaser and Seller under this Agreement, prepared in a manner consistent with the historical accounting practices of Seller and such statement shall be attached to this Agreement as Exhibit 2.5(b) (the "**Closing Prorations Statement**"). Seller or Purchaser, as the case may be, shall pay to the other Party any net amount in favor of such other Party at the Closing (or if the amount thereof is not then ascertainable for any item, the Parties shall pay at Closing based on an estimate of the amount thereof and reconcile the proration, as soon thereafter as practicable). With respect to the accounts receivable of Seller other than the Assigned Receivables, Purchaser shall collect such

Each Party has caused this Agreement to be executed on the date set forth set forth below.

**"Purchaser"**

Speakeasy Communications Consulting, LLC, a Michigan limited liability company

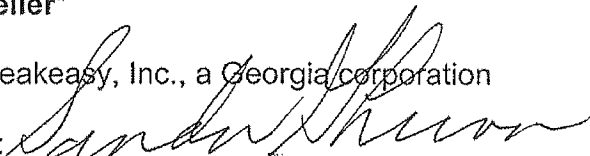
Date: January 13, 2004

By:   
Scott S. Weiss  
Its: Manager

**"Seller"**

Speakeasy, Inc., a Georgia corporation

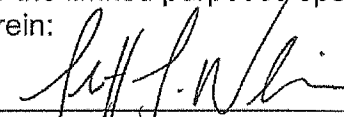
Date: January 13, 2004

By:   
Sandra G. Linver  
Its: President and Sole Shareholder

**"Weiss"**

For the limited purposes specified herein:

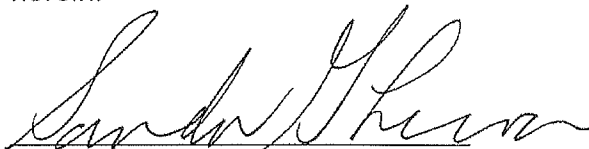
Date: January 13, 2004

  
Scott S. Weiss

**"Linver"**

For the limited purposes specified herein:

Date: January 13, 2004

  
Sandra G. Linver