

## 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
Polestar Performance Programs, Inc.		12/22/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Polestar Performance Programs, Inc.		
Street Address:	1620 Central Avenue #202		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	CORPORATION: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3246499	POLESTAR PERFORMANCE PROGRAMS, INC.	
CORRESPONDENCE DATA			
Fax Number:	7609311291		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	888-934-2226		
Email:	dbeddoe@gopolestar.com		
Correspondent Name:	Stephen J Thompson		
Address Line 1:	1620 Central Avenue #202		
Address Line 4:	Cheyenne, WYOMING 82001		
NAME OF SUBMITTER:	Stephen J Thompson		
Signature:	/Stephen J Thompson/		
Date:	01/16/2014		

OP \$40.00 3246499

**Total Attachments: 5**

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Y66-313-9225

## Offer to Purchase Rights

### Summary

Polestar II, an entity to be formed upon execution of a binding contract by all parties and hereby known in this document as CTT, represented by Richard A. Coskren, Steve J. Thompson and Robert W. Teschke offers to purchase all rights, trademarks, copyrights, intellectual property, clients, books and student materials inventory and other assets of Polestar Performance Programs, Inc, hereby known in this document as Polestar I, for the sum of \$522,500, \$422,500 of which is defined as the rights transfer price and which will be derived from a defined % of CTT revenue (Rights Purchase Factor - see table below) and the last \$100,000 from either a continuation of the defined % of the CTT revenue formula or from an ownership share of CTT/% of EBIDTA, the latter at the sole discretion of CTT.

The nature of these assets will be defined in the contract representing this purchase and sale.

While Polestar I will receive payments derived from all CTT revenue according to the defined schedule below, whether as a % of revenue or an ownership share, payments CTT makes to Polestar I for revenue derived from Polestar I-generated accounts will be excluded from consideration as part of the rights transfer price.

When and if the ownership option is exercised by CTT, Polestar I will receive an ownership share of CTT equivalent to the balance owed and paid off as a % of CTT profits. (EBIDTA), with no payments excluded. The balance owed will be based on the purchase price of \$522,500, less payments made to Polestar I to that point, excluding payments made to Polestar I for Polestar I generated accounts. The nature of these accounts is defined below with more definitive examples and descriptions included in the binding contract. Otherwise, % of revenue payments will continue until the balance due is paid, with no payment exclusions for the remaining period.

In addition, at the time of contract execution, CTT will assume a \$27,500 deferred salary debt owed to Richard Coskren.

This "Offer to Purchase" was prepared and agreed to by Richard A. Coskren, CPCU, Steve Thompson, ARM, COSS and Robert W. Teschke. It includes a summary of the main terms of the offer.

The preparers and signers of this document make this "Offer to Purchase Rights" to Scott M. Primiano in good faith and in recognition of his role as owner and single shareowner of the S corporation known as Polestar Performance Programs Inc.

All parties agree to the main terms defined below but recognize the necessity to prepare and sign a binding contract spelling out the pertinent details of this agreement before this agreement takes effect.

### Main Terms

1. CTT offers to purchase all Polestar I rights, trademarks, copyrights, intellectual property, clients, books and student materials inventory and assets for a price of \$522,500, (\$550,000 - \$27,500 transferred debt)).

2. Payment will be made over time as a % of CTT revenue that could revert, to a % of CTT profits (% of ownership of CTT) until the agreed-to purchase price is fully paid off. Percentage of revenue / EBIDTA is also known as the Rights Purchase factor.
3. After payment by CTT to Polestar I of the \$422,500 rights transfer price, as per payment agreements described below, all rights, trademarks, copyrights, intellectual property, clients, books and student materials inventory and assets are transferred to CTT, with the balance due paid either as a continued % of CTT revenue or as a % of CTT profit (EBIDTA), the latter at the sole discretion of CTT.
4. CTT % of revenue / profit payments to Polestar I continue only until full payment of \$522,500 is made.
5. In a worst case scenario, if CTT determines it is unable or unwilling to continue payments per this agreement, it is free to cease operations related to Polestar I rights, etc., with no penalty or additional payment due.
6. The expected \$422,500 rights transfer payment schedule is as follows but could cover a longer or shorter period depending on the actual CTT revenue received:

<u>Yr</u>	<u>Estimated Revenue</u>	<u>Rights Purchase Factor</u>	<u>Planned Annual Payment</u>
2009	\$64,000	20%	\$12,800
2010	\$306,000	20%	\$61,200
2011	\$382,000	16%	\$61,120
2012	\$481,000	16%	\$76,960
2013	\$601,000	16%	\$96,320
2014	\$713,000	16%	<u>\$114,100</u>
Total for period above			\$422,500
2015 + (thru full payment based on 12% of CTT revenue or an agreed-to % of CTT EBIDTA)			<u>\$100,000</u>
Total Payment			\$522,500

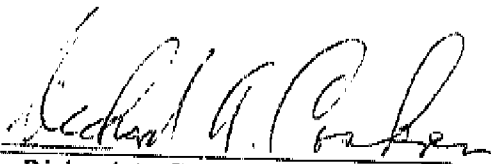
Note: Except for West Bend, Zenith and MAIA, the estimated revenue shown above does not include any revenue derived from Polestar I generated accounts.

7. The payment schedule shown in # 6 above is an example of possible results only. The actual revenue / planned annual payment values will vary depending on market conditions. In other words, the planned annual payments have been stated in absolute terms, using projected CTT revenue figures and identified Rights Purchase Factors for the years indicated. The identified Rights Purchase Factors will be applied to actual revenue/profit to determine the actual annual payment.
8. This "offer to purchase" assumes the purchase of rights, trademarks, copyrights, intellectual property, clients, books and student materials inventory and other assets only. No Polestar I liabilities will be assumed by CTT other than the Richard Coskren deferred salary debt referred to above.

## 9. Timeline

- (a) **By December 31, 2008:** Polestar I "contracts" with CTT to provide coaching and facilitation services on a project by project basis. For example, the 2009 January-May West Bend Mutual and February-June Zenith Insurance producer schools. Fees paid to CTT will amount to coaching fees of \$5,000 per coach per producer school/ \$1,000 per coach per day for other than schools. For these two programs, CTT will bill clients directly for coaches ~~and Polestar I expenses.~~
- (b) **By January 30, 2009:** CTT and Polestar I sign a binding contract including but not limited to the provisions of this "Offer to Purchase Rights", a list of "flipped" clients whose payments to Polestar I are to be counted toward sale price (West Bend, Zenith, MAIA, for example), a list of known accounts whose payments to Polestar I are not to be counted toward the sale price (MHBT, for example) and a statement clarifying what constitutes new business
- (c) **By January 30, 2009:** CTT sets up separate corporate entity and establishes telephone system to receive Polestar I phone calls. All calls will go directly to CTT. MaryAnne DiCanto and Scott Primiano, should they desire, will have voicemail boxes. CTT assumes the primary mailing address for business correspondence, and "management" of the Polestar Community Center.  
 Note: During 2009, Polestar I continues to handle all maintenance costs for the Polestar I website (library, community center, etc.) and assists with management of content, updates, and fixes.
- (d) **By January 30, 2009:** Polestar I turns over responsibilities and revenue for the 2009 MAIA *Great Producer Program*, the 2009 West Bend Mutual *Reunion Program*, and any other Polestar I programs mutually agreed upon.
- (e) **By January 30, 2009** (or mutually agreed date), CTT will be introduced to other existing Polestar I relationships where there is currently not a strong familiarity; for example, Lawley, IMA, Hanover, MHBT, etc.
- (f) **By January 30, 2010 or mutually agreed time,** CTT will take over and perpetuate the West Bend Mutual and Zenith Insurance Schools and related programs. CTT will also take over online programs and all alumni programs. Polestar I will turn over to CTT the management of the Polestar I website.
- (g) **Upon receipt of \$422,500 paid to Polestar I by CTT,** excluding payments for any revenue derived from Polestar-generated accounts. all inventory (student materials inventory and assets, binders, marketing materials, copies of Hard Market Selling), rights, trademarks, copyrights, intellectual property, clients, books, book rights, including all hardcopy originals, digital rights, articles, and online articles belonging to Polestar I become the property of CTT.

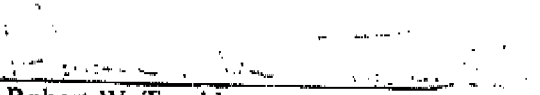
10. Revenue received in advance by Polestar I for products and services to be provided by CTT will be included in the assets transferred to CTT.
11. This "offer to purchase" assumes full and timely payment to coaches for fees and expenses incurred by said coaches for Polestar I / CTT work contracted for by each after the acceptance of this offer.
12. During and after the transition year (2009), it is expected that Scott Primiano will be actively engaged in activities focused on filling the CTT pipeline. He will receive a 20% commission for all new sales leads accepted by CTT that result in closed new CTT business until full payment of \$522,500 is made. CTT reserves the right to accept or decline any sales leads. These payments will not be considered as part of the purchase price and, therefore, revenue from these sales will be excluded from base revenue for payoff calculation purposes, thus avoiding double payment. After full payment, commission on new sales will revert to commission rate in effect at that time.
13. After Contract execution, both Scott M. Primiano and MaryAnne DiCanto will be available to provide reasonable and customary advice, counsel and consulting support to insure a smooth transition, a transition viewed as transparent by Polestar customers. This could include but is not limited to an occasional expense-paid, fee-based appearance by Scott at a prospect presentation, agreeing to be shown as a co-author of a future publication(s), etc.
14. As a rights purchase, the binding Contract to be negotiated will:
  - include a rights purchase agreement that details the elements included in the sale, the sale process and specifies the obligations and liabilities of each party in relation to the sale
  - regulate how and when payment is to be made and deal with any deferred consideration, completion requirements and issues related to creditors and liabilities
  - include a Statement of Warranties provided by Scott Primiano detailing the affairs of the business and the status of the assets being sold
  - include a Disclosure Letter which will enable Scott M. Primiano to reveal any information about the business in relation to the warranties
  - contain other documents including but not limited to documents prepared by CTT and/or Polestar I and various transfer documents such as assignments (of licenses, copyrights, etc.) and transfers of commercial contracts, etc.
  - a list of "flipped" clients whose payments to Polestar I are to be counted toward sale price (West Bend, Zenith, MAIA, for example), a list of known accounts whose payments to Polestar I are not to be counted toward the sale price (MHBT, for example) and a statement clarifying what constitutes new business
15. It is expected that this *Offer to Purchase Rights* will be acted upon by December 31, 2008
16. Due diligence activities begun in May, 2008 will continue with a target Contract Execution Date on or before January 31, 2009.

Signed:   
Richard A. Coskren


Date: 12/16/08

Signed:   
Steve J. Thompson

Date: 12/16/08

Signed:   
Robert W. Teschke

Date: 12/16/08

Accepted:   
Scott M. Primiano

Date: 12/22/08

\* \* \*