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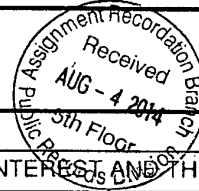
TRADEMARK ASSIGNMENT COVER SHEET

08/04/2014

Electronic Version v1.1  
Stylesheet Version v1.2



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ETAS ID: TM309640

08/04/14

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      |   |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTERESTS AND THE GOODWILL |

| CONVEYING PARTY DATA        |          |                          |              |
|-----------------------------|----------|--------------------------|--------------|
| Name                        | Formerly | Execution Date           | Entity Type  |
| ATRIUM ASSEMBLY CORPORATION |          | 10/25/2013<br>10/15/2013 | CORPORATION: |

| RECEIVING PARTY DATA |   |
|----------------------|---|
| Name:                | Wildcat Retro Brands, LLC               |
| Street Address:      | 1931 Bay Street                         |
| City:                | Los Angeles                             |
| State/Country:       | CALIFORNIA                              |
| Postal Code:         | 90021                                   |
| Entity Type:         | <del>CORPORATION</del> : CALIFORNIA LLC |

| PROPERTY NUMBERS Total: 1 |         |                |
|---------------------------|---------|----------------|
| Property Type             | Number  | Word Mark      |
| Registration Number:      | 3560330 | CAMPUS COUTURE |

**CORRESPONDENCE DATA**  
 Fax Number: 6145888830  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 6144070882  
 Email: jtu@atriumco.com  
 Correspondent Name: Jason Tu  
 Address Line 1: 1010 Jackson Hole Dr., Suite 100  
 Address Line 4: Blacklick, OHIO 43004

|                           |            |
|---------------------------|------------|
| <b>NAME OF SUBMITTER:</b> | Jason Tu   |
| <b>SIGNATURE:</b>         | /JT/       |
| <b>DATE SIGNED:</b>       | 07/03/2014 |

**Total Attachments: 2**  
 source=Campus Couture Trademark Certificate p1#page1.tif  
 source=Campus Couture Trademark Certificate p2#page1.tif

OP \$40.00 3560330

**Purchase and Sale Agreement**

**ATRIUM ("Seller"),**

**and**

**WILDCAT RETRO BRANDS, LLC ("Buyer")**

**Dated October \_\_, 2013**

**(Campus Couture Assets)**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into effective as of October 15, 2013, by and between, Wildcat Retro Brands ("WRB" The "Buyer"), on the one hand, and Atrium Assembly Corporation, ("CC" The "Seller"), on the other hand, each sometimes referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Seller, legally and beneficially, owns One Hundred percent (100%) of the outstanding membership interests of Campus Couture, an apparel brand

WHEREAS, Seller desires to sell all of the Campus Couture assets to Buyer, and Buyer desires to purchase all of the Campus Couture assets on the terms and subject to the conditions set forth in this Agreement (the LLC and the Corporation are sometimes collectively referred to herein as the "Companies");

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

### The Purchase

#### 1.1 Sale and Delivery of the Assets.

Pursuant to the terms and conditions set forth in this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Buyer, all of Seller's Campus Couture assets, for the consideration set forth in Section 1.2 and the covenants and agreements set forth in this Agreement.

No transfer of seller's corporate stocks.

#### 1.2 Consideration.

Purchase Price. As monetary consideration in full for the sale and purchase of all of Seller's Membership Interests, Buyer shall pay Seller or cause LLC on Buyer's behalf to pay Seller, the following purchase price: Two Hundred Thousand Dollars (\$200,000.00, where \$50,000 is for Inventory and \$150,000 is for Campus Couture Goodwill) (the "Basic Purchase Price") payable as follows:

One Hundred Thousand Dollars (\$100,000.00) on or before October 21, 2013;  
and

One Hundred Thousand Dollars (\$100,000.00) on or before December 1,  
2013

#### Closing Deliveries.

Buyer shall deliver the following to Seller (collectively, "Buyer's Deliverables"):

(a) The Basic Purchase Price specified in Section 1.2;

Any other documents required to comport with express obligations and covenants under this Agreement; and

Seller shall deliver the following to Buyer (collectively, "Seller's Deliverables"):

- (a) All inventory, marketing materials related to Campus Couture
- (b) Assignment of URL, and Trademarks related to Campus Couture
- (c) All artwork
- (d) 2012 Campus Couture Sales History
- (e) Executed Bill of Sale

### **Representations and Warranties of the Seller**

Seller hereby represents and warrants to Buyer as of the date of this Agreement and on the Closing Date, as set forth below.

Licensing. To Seller's knowledge, All past royalties to CLC, LRG, SMA and Independent Universities are current. Any audits requested by the above licensing entities up to and including 2013 will be fully complied with, and any royalty shortfall will be the responsibility of the seller.

Authority. Seller has all requisite power and authority, to execute, deliver, and perform under this Agreement and the other agreements, certificates, and instruments to be executed by Seller in connection with or pursuant to this Agreement (collectively, the "Seller Documents"). This Agreement is, and, upon execution and delivery at the Closing, each of the other Seller Documents will be, a legal, valid and binding agreement of Seller enforceable in accordance with their respective terms.

Options or Warrants. There are no outstanding options, warrants, convertible or exchangeable securities, or other rights, agreements, arrangements, or commitments affecting Seller's Membership Interests or Stock, nor are there outstanding any rights or privileges, preemptive or contractual, to acquire any of the Membership Interests or Stock.

Title to Assets. The Assets of Campus Couture are free and clear of any obligation, lien, claim, pledge, security interest, liability, charge, and contingency or other encumbrance or claim of any nature (a "Lien") Upon sale of the Assets to Buyer as set forth in this Agreement, Buyer will acquire the entire legal and beneficial interest in the CC assets, free and clear of any Lien and subject to no preemptive rights of any Person or any legal or equitable claims or restrictions of any kind.

### **Covenants and Agreements**

Transaction Costs. Each party will bear its own transaction costs and expenses (including legal, accounting, and other professional fees) that it incurs in connection with the negotiation, execution, and performance of this Agreement and the transactions contemplated hereby.

### **Indemnification**

Indemnification of Buyer. Seller shall indemnify and hold Buyer harmless from any and all liabilities, obligations, claims, contingencies, damages, costs, and expenses, including all court

costs, litigation expenses and reasonable attorneys' fees (collectively, "Losses"), that Buyer may suffer or incur as a result of or relating to: (i) the breach of any representation or warranty made by Seller in this Agreement or pursuant hereto, or any allegation by a third party that, if true, would constitute any such breach; or (ii) the breach of any covenant or agreement of Seller under this Agreement.

Indemnification of Seller. Buyer shall indemnify and hold Seller harmless from any and all Losses that Seller may suffer or incur as a result of issues created after sale is completed.

Notice. Any party entitled to receive indemnification agrees to give prompt written notice to the party or parties required to provide such indemnification (the "Indemnifying Parties") upon the occurrence of any indemnifiable Loss or the assertion of any claim or the commencement of any action or proceeding in respect of which such a Loss may reasonably be expected to occur (a "Claim"), but the Indemnified Party's failure to give such notice will not affect the obligations of the Indemnifying Party under this Article 6 except to the extent that the Indemnifying Party is materially prejudiced thereby. Such written notice will include a reference to the event or events forming the basis of such loss or Claim and the amount involved, unless such amount is uncertain or contingent, in which event the Indemnified Party will give a later written notice when the amount becomes fixed.

Defense of Claims. The Indemnifying Party may elect to assume and control the defense of any Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of expenses related thereto, if (i) the Indemnifying Party acknowledges its obligation to indemnify the Indemnified Party for any Losses resulting from such Claim and provides reasonable evidence to the Indemnified Party of its financial ability to satisfy such obligation; (ii) the Claim does not seek to impose any liability or obligation on the Indemnified Party other than for money damages; and (iii) the Claim does not relate to the Indemnified Party's relationship with its insurance companies, customers, or employees. If such conditions are satisfied and the Indemnifying Party elects to assume and control the defense of a Claim, then (x) the Indemnifying Party will not be liable for any settlement of such Claim effected without its consent, which consent will not be unreasonably withheld; (y) the Indemnifying Party may settle such Claim only after having obtained the Indemnified Party's prior consent which shall not be unreasonably withheld; and (z) the Indemnified Party may employ separate counsel and participate in the defense thereof, but the Indemnified Party will be responsible for the fees and expenses of such counsel unless (A) the Indemnifying Party has failed to adequately assume the defense of such Claim or to employ counsel with respect thereto or (B) a conflict of interest exists between the interests of the Indemnified Party and the Indemnifying Party that requires representation by separate counsel, in which case the fees and expenses of such separate counsel will be paid by the Indemnifying Party. If such conditions are not satisfied, the Indemnified Party may assume and control the defense of the Claim.

### **Miscellaneous**

Notices. All notices that are required or permitted to be given pursuant to this Agreement must be in writing and delivered Personally, by a recognized overnight courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is sent by recognized courier service, it will be deemed received on the next business day if a receipt or proof of delivery is issued. If a notice is hand-delivered, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic


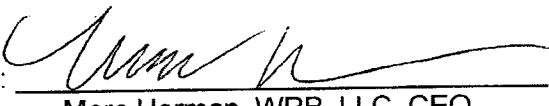
mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

|  |   |
|--|---|
| <u>If to the Seller:</u><br>Atrium Assembly Corporation<br>1010 Jackson Hole Dr #100<br>Blacklick, Oh. 43004 | <u>If to the Buyer:</u><br>Wildcat Retro Brands, LLC<br>1931 Bay St<br>Los Angeles, Ca. 90021 |
|--|---|

Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred to secure performance of any obligations hereunder, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

| SELLER  | BUYER   |
|---|---|
| By: <br>David Hirsh, Atrium Corp, CEO | By: <br>Marc Herman, WRB, LLC, CEO |