

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden G.T. LLC		02/01/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Honey-Can-Do International, LLC		
Street Address:	5750 McDermott Dr		
City:	Berkeley		
State/Country:	ILLINOIS		
Postal Code:	60163		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86010275	HAPPYHOURZ PROFESSIONAL BAR GEAR	
Serial Number:	78798036	ZERO GRAVITY	
Serial Number:	78798028	SNACK 'N MORE	
Serial Number:	78702865	INDISPENSABLE	
Serial Number:	78296254	ZEVRO	
CORRESPONDENCE DATA			
Fax Number:	3125212775		
<i>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.</i>			
Phone:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0006439.0001 GOLDENGT		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/aks/		
DATE SIGNED:	03/16/2015		

CH \$140.00 86010275

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), entered into as of the ___ day of February, 2015, is by and between GOLDEN G.T. LLC, an Illinois liability Company d/b/a Zevro (the "Seller"), Shlomo Ben-David, an individual residing in the State of Illinois (the "Owner"), and Honey-Can-Do International, LLC, an Illinois limited liability company (the "Buyer").

The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain of the assets of the Seller on the terms and subject to the conditions set forth herein.

The Owner owns all of the outstanding membership interests of the Seller, and will benefit from the sale and purchase of such assets.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller, the Owner and the Buyer agree as follows:

1. Upon the terms and subject to the conditions set forth herein, the Seller hereby sells, conveys, and transfers all of its right, title, and interest to all assets of the Seller other than the Excluded Assets, including, but not limited to, all accounts receivable, inventory, trade fixtures, computer hardware (including all peripherals and ancillary equipment and all computer software used in connection therewith), signage, supplies, telephone numbers, web sites, Intellectual Property (as hereinafter defined), licenses, royalty agreements, all books and records (including customer lists, files, invoices and related records) and all other tangible and intangible property owned and used or usable by the Seller in connection with the Seller's business, including, without limitation those assets listed on Schedule 1 hereto (collectively, the "Purchased Assets"), free and clear of any liens or encumbrances.
2. Excluded Assets. Notwithstanding the provisions of Section 1 hereof, the following assets of the Seller are expressly excluded from the purchase and sale contemplated hereby (collectively, the "Excluded Assets"): (a) any claims for and right to receive income tax refunds with respect to taxable period ending prior to the Closing Date or relating to any Excluded Liability; (b) all books and records

Seller Buyer

that the Seller is required by law to retain, subject to the right of the Buyer to access to and to copy any such books and records for a period of seven (7) years after the Closing Date, at Buyer's expense; (c) all cash and cash equivalents; (d) all insurance policies and any rights or claims under such policies; (e) any and all real property owned by the Seller, (f) any and all contracts, agreements, leases, licenses or other similar arrangements to which the Seller is a party (other than those contracts, agreements, leases, licenses and royalty agreements set forth in Schedule I hereto), (g) the articles of organization and limited liability company agreement of the Seller, and (h) any rights under or pursuant to this Agreement. "Excluded Assets" shall also include any assets of the Seller that the Buyer elects not to purchase hereunder despite such asset's inclusion as a Purchased Asset, any or all of which such Excluded Assets may be left at Seller's place of business without any further obligation on the part of the Buyer.

3. Excluded Liabilities. The Buyer shall not assume, and shall in no event be or become liable for, any debts, liabilities, or obligations of the Seller, whether accrued, absolute, contingent, or otherwise, and whether known or unknown, due or to become due, regardless of when or by whom asserted (collectively, the "Excluded Liabilities"). The Seller hereby acknowledges that it is retaining the Excluded Liabilities, and the Seller shall pay, discharge, and perform all such liabilities and obligations promptly when due.

4. Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall equal the

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7. Right to Audit. The Seller and its agents or representatives shall have the right to inspect, audit and make copies or extracts of the books and records of the Buyer with respect to the sale of Zevro Products and all Royalties resulting therefrom. The Seller may conduct such audit, upon providing the Buyer with reasonable prior written notice, during the Buyer's normal business hours and at the place or places where the Buyer keeps the books and records to be examined. The Seller shall be entitled to conduct such audit once per Royalty Year in the Seller's sole and absolute discretion. During each audit, the Seller shall be allowed to examine the books and records of the Buyer with respect to the sale of Zevro Products for the current period and any preceding period not previously audited by the Seller or its agents or representatives. All such audits shall be conducted as the Seller's expense and shall not unreasonably disrupt the Buyer's business activities. If any discrepancy in the amount of Royalties paid to the Seller is discovered during an audit or otherwise by the Buyer that is in the Seller's favor, the Buyer shall immediately pay the Seller the full amount of such discrepancy. If a discrepancy in the Buyer's favor is discovered during an audit, the full amount of such discrepancy shall be credited against any future Royalties owed to the Seller and, if no further Royalties are owed to the Seller at the time such discrepancy is discovered, the Seller shall reimburse the Buyer for the full amount of such discrepancy. The audit rights set out in this Section 7 shall survive for a period of six (6) months after the end of the final Royalty Year.

8. Purchased A/R.

(a) From and after the Closing, the Buyer shall use its commercially reasonable efforts (in a manner consistent with the Buyer's operation of the business after Closing) to collect any accounts

6

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10. Purchase Price Allocation. The Buyer and the Seller shall prepare and file all tax returns in a manner consistent with the Allocation Schedule set forth in Schedule 10 hereof.

11. Seller's Representations and Warranties. The Seller hereby represents and warrants to the Buyer as of the date hereof:

(a) The Seller is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Illinois. The Seller has full limited liability company power and authority to enter into this Agreement and the other documents delivered by it in connection with this Agreement (the "Transaction Documents"), to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

(b) The execution and delivery by the Seller of this Agreement and each other Transaction Document to which the Seller is a party, the performance by the Seller of its obligations hereunder and thereunder, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action on the part of the Seller.

(c) This Agreement and each of the Transaction Documents to which the Seller is a party have been duly executed and delivered by the Seller, and constitute the legal, valid, and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except (i) as may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally, and (ii) general principals of equity.

(d) The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which it is a party, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the articles of organization or operating agreement of the Seller; (ii) conflict with or result in a

8

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of such Purchased Assets to comply with the representations set forth in this Section 11(g) shall not constitute an Event of Default hereunder.

(h) The Seller has complied, and is now in compliance, with all laws applicable to the Seller or the Purchased Assets.

(i) The Seller does not offer or provide any benefit, retirement, employment, incentive, severance, fringe benefit, or other similar agreements, plan policies, programs, or other arrangements to any current or former employees and/or the beneficiaries and dependents of any such employees or former employees.

(j) The Seller's 2013 annual financial statements and the Seller's 2014 year-to-date financial statements submitted to the Buyer have been prepared in accordance with generally accepted accounting principles, and sound accounting practices, and present fairly the financial condition of the Seller for the periods indicated. Since the date of the most recent financial statement submitted by the Seller to the Buyer, there has been no change in the financial condition or in the assets or liabilities of the Seller material adverse effect on the Seller or its assets or operations.

(k) All tax returns required to be filed by the Seller on or before the Closing Date have been timely filed, and such tax returns are true, complete, and correct in all respects. All taxes due and owing by the Seller have been withheld (to the extent required) and paid in full. There are no pending or threatened Actions by any taxing authority against the Seller or the Purchased Assets.

(l) Schedule 11(l) sets forth (i) all of the patents, copyrights, trademarks, trade names and other intellectual property of every kind or nature owned by the Seller, including all registrations and applications for registration with respect thereto (collectively the "Intellectual Property"). (ii) all licenses and other agreements as to which the Seller is a party and pursuant to

10

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which any person or entity is authorized to use any Intellectual Property; and (iii) all licenses and other agreements as to which Seller is a party and pursuant to which Seller is authorized to use any Intellectual Property of any other person or entity. Except as set forth in Schedule 11(I), the Seller owns (beneficially and of record) all right, title and interest in and to the Intellectual Property, free and clear of all Encumbrances. Each item of Intellectual Property owned or used by the Seller will be owned or available for use by the Buyer on identical terms and conditions immediately following the Closing. All of the trademark applications, if any, within the Intellectual Property have been duly filed in the jurisdiction named in each such application, are being actively prosecuted and have not been abandoned or allowed to lapse. The domain names listed on Schedule 1 hereto have been validly registered with an authorized domain name registrar and the registration therefor is current through the Closing Date. There is no private or governmental Action that is pending or, to the knowledge of the Seller, threatened that challenges the rights of the Seller with respect to any Intellectual Property or the validity, enforceability or effectiveness thereof. The Seller has not received any written communication alleging that it has infringed the Intellectual Property rights of any third party and there are no Actions that are pending or, to the knowledge of Seller, threatened against Seller with respect thereto. To the knowledge of the Seller, there is no unauthorized use, infringement or misappropriation of the Intellectual Property by any third party and there is no Action that is pending or threatened by the Seller with respect thereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

GOLDEN G.T. LLC, d/b/a Zevro

By: Shlomo Ben-David

Name: Shlomo Ben-David

Title: Member

OWNER:

Shlomo Ben-David

Shlomo Ben-David, individually

BUYER:

HONEY-CAN-DO INTERNATIONAL, LLC

By: Steven Greenspon

Name: Steven Greenspon

Title: Member

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Schedule I
PURCHASED ASSETS

Accounts Receivable

Inventory

Intellectual Property

All Patents

All Trademarks

Licenses

Gold/Levy License

All Tooling

Royalty Agreements

All Books and Records of Seller

All client folders, files and records

All cabinets / filing systems containing client files

(7) Telephones

Telephone Numbers

(847) 676-0123

(847) 676-0124 – facsimile line

(800) 813-8588

Website

(www.zevro.com)

(7) Computers and peripherals, including all passwords

(7) Monitors

(1) Printer

(1) Scanner

QuickBooks License

Sample Products

Display products

Testing Products

Unused Boxes for shipping and storage

(1) Cell phone- Brian Erker

(224) 241-5081

All Zevro related Data contained in Servers located at 3720 W. Touhy Avenue, Skokie, Illinois

Packing Tables / Chairs

All Shipping Supplies

SCHEDULE 1 (I)
INTELLECTUAL PROPERTY

TRADEMARKS

Zevro®
Simpliss 'a Tea™
Incred 'a Brew™
B-way Dripper™
The Mystic Scoop™
Tea Wand™
Indispensable® Coffee Dispenser
Dial-a-Spice™
SmartSpace™
Ice Station™
Ice Scoop-Tong™
Gravity Release Jigger™
The Wine Fan™
Champagne and Wine Bottle Stopper™
The Sparkle Keeper™
The Bottle Glove™
The Wine Glove™
SmartFunnel™
Perfetto™ Pasta Cooker

PATENTS

<u>Number</u>	<u>Description</u>
US D560,976	Sugar Dispenser
US D571,166	Butter Dispenser
US D562,091	Funnel
US D562,079	Dry Goods Dispenser
US D537,733	Office Dry Goods Dispenser
US D558,504	Dispenser
US D552,417	Holder
US D543,076	Holder
US D543,601	Holder
US D543,457	Dispenser
US 7,770,614	Funnel System
US 7,878,376	Dry Goods Dispenser/Mechanism
China 000770623-002	Funnel
China ZL2007301506435	Dry Goods Dispenser
Europe EP 1 964 495	Dry Goods Dispenser/Mechanism

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