

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Exhibitors, Inc.		04/01/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nancy Glenn		
<b>Street Address:</b>	2181 Greenwich Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94123		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1158469	HARVEST FESTIVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5034170445		
<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>			
<b>Email:</b>	atrauman@portlaw.com		
<b>Correspondent Name:</b>	Nancy Glenn		
<b>Address Line 1:</b>	2181 Greenwich Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94123		
<b>NAME OF SUBMITTER:</b>	Alex C. Trauman		
<b>SIGNATURE:</b>	/s/		
<b>DATE SIGNED:</b>	01/14/2016		
<b>Total Attachments: 8</b>			
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## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** ("Agreement") is made and entered into as of April 1, 2015 (the "Execution Date"), by and between **Nancy A. Glenn**, an individual ("Purchaser" or "Buyer"), and **Western Exhibitors, Inc.**, a California corporation ("Seller").

### WITNESSETH:

**WHEREAS**, Seller owns and operates the **Harvest Festival Original Art & Craft Show** ("Harvest Festival") and Purchaser currently is and has been the show manager of the Harvest Festival operations since 2006 or before; and

**WHEREAS**, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Seller's rights in and to the Harvest Festival (collectively, the "Business"), upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants, agreements, representations, and warranties contained in this Agreement, Seller and Purchaser hereby agree as follows:

### ARTICLE I PURCHASE AND SALE

**1.1. Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, and on the basis of the representations and warranties contained herein, on the Closing Date (as defined herein), Seller shall sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of the intangible and tangible assets consisting of or used primarily in connection with the operation of the Harvest Festival, as identified in Section 1.1(a) herein (the "Purchased Assets"). Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation, the following (to the extent that such items constitute part of the Business):

(a) All proprietary rights of Seller relating to the Harvest Festival, including, without limitation, all rights to the trade name Harvest Festival Original Art & Craft Show, the Harvest Festival, and all derivations thereof; and

(b) The Business of the Harvest Festival as a going concern, including the goodwill, if any, and including all customer lists, databases, records, and other information used in the Business. Purchaser shall have access to any other books and records, files, data, information and documents of Seller to the extent that such items relate to the Business, including accounting records for Harvest Festival events held through the Closing Date; and

(c) All contracts to which the Seller is a party that relate to the Harvest Festival; and

(d) All licenses, permits, consents and authorizations held by Seller in connection with operation of the Harvest Festival; and

(e) All trademarks and service marks of Seller used in connection with the Harvest Festival; and

(f) All customer deposits and prepaid customer service revenue existing on the Closing Date relating to Harvest Festival events to occur following the Closing Date; and

(g) All other tangible and intangible assets, including fixed assets, used exclusively in connection with the Harvest Festival including marketing data, promotional materials, and new products in

development as well as plans for new products, including all telephone numbers and website addresses associated with the Harvest Festival. Fixed assets includes those items stored at Major, Inc., but does not include any office equipment, including furniture and fixtures, computer, copying, and printing equipment. Telephone numbers exclude general & direct lines to Seller's premises at 2181 Greenwich Street, San Francisco. Website addresses and internet domain names exclude Western Exhibitors, Inc. and Universal Shows, Inc.

**1.2. Assumed Obligations.** Purchaser shall assume on the Closing Date only the following liabilities, obligations, contracts and commitments of Seller to the extent that they exist on the Closing Date (the "Assumed Obligations"): (i) executory obligations of continued performance arising from and after the Closing Date under the contracts described on Schedule 1.2 attached hereto; (ii) other liabilities and obligations listed on Schedule 1.2 hereto.

**1.3. Purchase Price.** The aggregate purchase price to be paid by Purchaser to Seller for the Purchased Assets shall be Two Hundred and Nine Thousand Three Hundred and Seventy Five Dollars (\$209,375). The Purchase Price shall be payable as follows:

(i) A non-refundable deposit of Twenty-five Thousand Dollars (\$25,000), due on or before March 31, 2015, (ii) At the Closing, Purchaser shall pay to Seller Fifty Thousand Dollars (\$50,000) by certified check, bank cashier's or teller's check, or wire transfer of immediately available funds, (iii) Additionally, at the Closing, the Purchaser shall execute a Promissory Note in the amount of One hundred and Thirty-four Thousand Three Hundred and Seventy Five Dollars (\$134,375) in favor of Seller, payable on or before August 1, 2016. The Note shall be in substantially the same form as the Note attached hereto and forming part of this Agreement. **IF BUYER FAILS TO PAY OFF THE NOTE ON OR BEFORE THE DUE DATE, A LATE PAYMENT FEE IN THE AMOUNT OF 5% OF THE PRINCIPAL SUM SHALL BE ADDED TO THE AMOUNT DUE, AND FROM AND AFTER SUCH DUE DATE INTEREST SHALL ACCRUE ON ALL AMOUNTS DUE AT THE LESSER OF (i) 8% PER ANNUM, COMPOUNDING ANNUALLY, OR (ii) THE HIGHEST RATE OF INTEREST PERMITTED UNDER APPLICABLE LAW. FURTHER, BUYER SHALL BE RESPONSIBLE FOR ALL COSTS THAT SELLER INCURS IN ENFORCING THE NOTE, INCLUDING ATTORNEYS' FEES AND COURTS COSTS.**

**1.4 Allocation of Purchase Price.** The Purchase Price shall be allocated among the Purchased Assets as set forth on Schedule 1.4 attached hereto. Neither Purchaser nor Seller shall, in connection with any tax return, any refund claim, any litigation or investigation or otherwise, take any position with respect to the allocation of the Purchase Price which is inconsistent with the allocation of the Purchase Price provided for in this Section 1.4.

**1.5 Payment of Seller's Creditors.** Seller hereby covenants and agrees that it will pay Seller's creditors associated with Harvest Festival events that occur prior to the Closing Date.

## ARTICLE II CLOSING

**2.1. Closing.** The closing (the "Closing") will be held on the 31<sup>st</sup> day of December 2015, at the offices of Western Exhibitors, Inc., 2181 Greenwich St, San Francisco, CA, 94123, or at such other time and place as the parties hereto may agree upon in writing (the "Closing Date"), at which Closing the documents, instruments and other items referred to in this Article II hereof will be delivered by the parties.

**2.2. Deliveries by Seller.** Seller shall deliver to Purchaser on the Closing Date the following:

(a) **Deeds, Assignments and Transfers.** Good and sufficient deeds, certificates of title, titles, and other instruments of transfer with covenants of warranty and good title and in form and

substance satisfactory to Purchaser as shall be necessary or appropriate to assign and transfer to and vest in Purchaser good and marketable title to all of the Purchased Assets.

(b) **Consents to Assignments.** Seller shall be under no obligation to provide, and Seller makes no representation as to the transfer or assignment of any contracts or arrangements with any facility for Harvest Festival events to be held after the Closing Date. If requested by Buyer, Seller shall consent to any assignment to the Buyer of such future obligations.

(c) **Other Documents.** Copies of such other documents, instruments and things as shall be reasonably requested by Purchaser or her counsel, including but not limited to, all databases maintained by Seller for the previous five (5) years, including exhibitor databases and attendee/ buyer databases.

**2.3. Documents to be Delivered by Purchaser.** Purchaser shall deliver to Seller on the Closing Date the following:

(a) **Purchase Price.** The payment and note as provided in Section 1.3(ii) and (iii).

(b) **Other Documents.** Such other documents, instruments and items as shall be reasonably requested by Seller or its counsel.

### ARTICLE III ADDITIONAL COVENANTS

**3.1. Assignment of Contracts.** At or before the Closing, Buyer shall endeavor to obtain the written consent of any third party to transfer any contractual rights or obligations which are part of the Purchased Assets. If requested by Buyer, Seller shall consent to any assignment to the Buyer of such future obligations. This Agreement shall not be voidable by the Buyer in the event that any consents and/or assignments either cannot be obtained or are not provided to Buyer's satisfaction.

**3.2. Transfer Taxes, Commissions and Expenses of Sale.** Purchaser shall pay all transfer taxes, sales tax and use tax with respect to the purchase and sale of the Purchased Assets hereunder. Each party of this Agreement shall bear its own legal, accounting and other related expenses in connection with the purchase and sale provided for herein.

**3.3. Further Assurances.** Before and for a reasonable period of time after the Closing, each party hereto shall execute and deliver such instruments and take such other actions as any other party may reasonably request for the purpose of carrying out the intent of this Agreement and the other Acquisition Documents. Each party hereto shall use its best efforts to cause the transactions contemplated by this Agreement and the other Acquisition Documents to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of government agencies and third parties, and to make all filings with and give all notices to government agencies and third parties, that may be necessary or reasonably required to effectuate the transactions contemplated by this Agreement and the other Acquisition Documents. Seller shall give prompt notice to Purchaser, after receipt thereof by Seller, of (a) any notice of, or other communication relating to, any default or event relating to the Harvest Festival that, with notice or lapse of time or both, would become a default under any instrument or agreement material to Seller, to which Seller is a party or by which Seller is bound, and (b) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement and the other Acquisition Documents.

#### **3.5 Non-Competition.**

(a) The parties agree that the Purchase Price was fixed on the basis that the transfer of the Purchased Assets to Purchaser would provide Purchaser with the full benefit and goodwill of Seller with respect

to the Harvest Festival as it existed on the Closing Date. Seller acknowledges that it is proper for Purchaser to have assurance that the value of the Purchased Assets will not be diminished by acts of Seller after the Closing Date. Accordingly, Seller covenants and agrees that, commencing on the Closing Date and ending five (5) years thereafter, it will not, for itself or on behalf of any other individual, partnership, firm, corporation or other entity, within the United States, engage in, own any interest in (other than less than one percent of the outstanding shares of any publicly traded corporation), manage, operate, control, or serve as a director of any business that is engaged in operating an arts or crafts event that competes with the Harvest Festival (the "Covered Service").

(c) Enforceability; Remedies.

(i) Seller acknowledges that Purchaser intends to conduct business throughout the United States, and recognizes that the time limits, geographic scope, and the types and limitations of activities set forth hereinabove are reasonable and necessary to protect the legitimate interests of Purchaser. It is the desire and intent of the parties that the provisions of this Section 3.5 be enforced to the fullest extent permitted under the laws and public policies of each jurisdiction in which enforcement is sought. If any court determines that any provision of this Section 3.5 is unenforceable because of the duration or geographic scope of such provision, such court will have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision will then be enforceable.

(ii) Seller acknowledges and agrees that the rights of Purchaser under this Section 3.5 are of a specialized and unique character and that immediate and irreparable damage will result to Purchaser if Seller fails or refuses to perform its obligations under such provisions. Accordingly, notwithstanding any election by Purchaser to claim damages from Seller as a result of such failure or refusal, Purchaser may, in addition to any other remedies and damages available, seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal by Seller to perform or comply with her or their obligations under this Agreement.

**3.6 Employees.** Nothing in this Agreement, express or implied, is intended to confer upon any of Seller's current or former employees any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, including any rights of employment. Purchaser may elect, in her sole discretion, to offer employment to any, all or none of the employees of Seller or the Business.

## ARTICLE IV REPRESENTATIONS AND WARRANTIES

As an inducement to Purchaser to enter into and perform this Agreement, Seller represents and warrants to Purchaser as follows:

**4.1. Organization and Good Standing.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, is duly qualified to transact business as a foreign corporation and is in good standing in every jurisdiction in which the conduct of its business requires it to be so qualified.

**4.2. Authorization.** Seller has full corporate power and authority to enter into this Agreement, all exhibits and schedules hereto, and all agreements contemplated herein (this Agreement and all such exhibits, schedules, and other agreements are collectively referred to herein as the "Acquisition Documents"), to perform its obligations hereunder and thereunder, to transfer the Purchased Assets, and to carry out the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller and upon the execution and delivery of the remaining Acquisition Documents by a duly authorized officer of Seller, the remaining Acquisition Documents will have been duly executed and delivered by Seller, and this Agreement is and such other Acquisition Documents will be, upon due execution and delivery thereof, the legal, valid, and binding obligations of Seller enforceable according to their terms, except (i) as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights, and (ii) that the remedy of specific performance and injunctive and other forms of equitable

relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

**4.3. Litigation.** Schedule 4.8 hereto sets forth all actions, claims, proceedings, and investigations (“Actions”), including, without limitation, actions for personal injuries, products liability, or breach of warranty arising from or relating to the conduct of the Harvest Festival, actually known to Seller, based on acts, events or omissions prior to the Execution Date.

**4.4. Indemnification by Seller.** Seller, its successors and assigns, shall hold harmless, indemnify, and defend Purchaser and her officers, managers, employees, agents, consultants, representatives, attorneys, insurers, predecessors, successors and assigns in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses in connection therewith) (collectively, the “Damages”) incurred by Purchaser and its successors and assigns in connection with events, acts or omissions relating to the Harvest Festival prior to the Closing Date, or any breach of any representation or warranty by Seller hereunder.

**4.5. Representations & Indemnification by Purchaser.** Purchaser represents and warrants that, (i) as the show manager of the Harvest Festival operations since 2006 or before, Purchaser is intimately familiar with the operation and management of the Harvest Festival, its customers, vendors, suppliers and other third parties associated with the Harvest Festival, and (ii) Purchaser is not aware of any Actions, including, without limitation, actions for personal injuries, products liability, or breach of warranty arising from or relating to the conduct of the Harvest Festival, based on acts, events or omissions prior to the Execution Date, that are not disclosed on Schedule 4.8. Purchaser and its successors and assigns shall hold harmless, indemnify and defend Seller and each of its and their respective shareholders, partners, employees, officers, directors, agents, consultants, representatives, attorneys, insurers, predecessors, successors and assigns in respect of any and all Damages incurred by Seller and its successors and assigns in connection with events, acts or omissions relating to the Harvest Festival after the Closing Date, or any breach of any representation or warranty by Purchaser hereunder.

**4.6. Notice and Defense of Claim.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “Indemnified Party”) shall provide written notice to the other party (the “Indemnifying Party”) within sixty (60) days of becoming aware of the right to indemnification and, as expeditiously as possible thereafter, the facts constituting the basis for such claim. In connection with any claim giving rise to indemnity hereunder, resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such claim or legal proceeding with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may, but shall not be obligated to, defend against such claim or litigation in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any Damages resulting therefrom.

## ARTICLE V GENERAL PROVISIONS

**5.1. Amendments and Modification.** This Agreement may be amended, modified, or supplemented only by written agreement signed by Purchaser and Seller.

**5.2. Waiver.** Any failure by any party to this Agreement to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by the other party hereto, but such

waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 5.2.

**5.3. Fees and Expenses.** Except as otherwise provided herein, each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, the other Acquisition Documents and the consummation of the transactions contemplated hereby and thereby.

**5.4. Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered by hand, reputable overnight courier, or mailed certified or registered mail with postage prepaid (provided such certified or registered mail is received within five (5) days of mailing or, if not so received, shall be effective upon actual receipt) as follows:

**(a) If to Purchaser, to:**

Nancy A. Glenn  
15486 Heron Dr  
San Leandro CA 94579

**(b) If to Seller, to:**

Wendy Tonkin, President  
Western Exhibitors, Inc.  
2181 Greenwich Street  
San Francisco CA 94123

**5.5. Public Announcements.** Neither Purchaser nor Seller, nor their respective representatives, shall make any public announcement with respect to this Agreement, the other Acquisition Documents, or the transactions contemplated hereby or thereby prior to the Closing Date, without the prior written consent of the other party.

**5.6. Assignment.** This Agreement and all of the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties, which consent will not be unreasonably withheld.

**5.7. Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of California without reference to the conflict of laws principles thereof.

**5.8. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**5.9. Headings.** The headings contained in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

**5.10. Transition.** Seller will reasonably assist Purchaser in the orderly transition of the Business to Purchaser upon request.

**5.11. Entire Agreement.** This Agreement, including the Schedules hereto, the exhibits hereto and all other documents referred to herein which form a part hereof, embodies the entire agreement and understanding

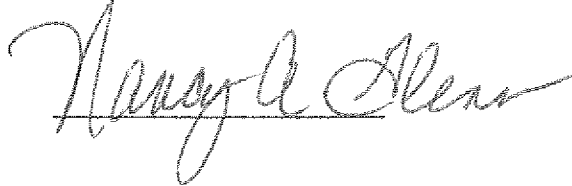


of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements and understandings between the parties with respect to such subject matter, including, by way of illustration and not by limitation, any term sheet agreed to by the parties hereto prior to the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives on the date first above written.

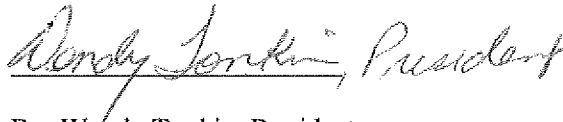
**Purchaser:**

**Nancy A. Glenn**

A handwritten signature in cursive script that reads "Nancy A. Glenn". The signature is written in black ink and is positioned above a horizontal line.

**Seller:**

**Western Exhibitors, Inc.**

A handwritten signature in cursive script that reads "Wendy Tonkin, President". The signature is written in black ink and is positioned above a horizontal line.

By: Wendy Tonkin, President

## **Schedule 1.2 Assumed Obligations**

Buyer will assume all obligations after December 31, 2015, with respect to all facilities, venues, and future rental obligations and commitments for Harvest Festival events to be held after this date. If requested by Buyer, Seller will assist Buyer to assign Seller's interest in such contracts or obligations to Buyer. Seller makes no assurance that such facilities, venues, etc., will consent to such transfers or agree to enter into future agreements with the Buyer.

Accounts Payable – Seller will be responsible for all costs related to Harvest Festival events held through December 31, 2015, including media publications through December 2015 issues or publication dates.

Prepaid Harvest Festival Expenses – At the close, Purchaser shall reimburse Seller for any Prepaid Harvest Festival Expenses, including but not limited to facility deposits, production costs for media advertising, and marketing materials for events after January 1, 2016.

Accounts Receivable – At the close, Seller shall transfer to Buyer any credit balances in Accounts Receivable as of December 31, 2015.

ExpoCad & ACT – Seller agrees that its interests in ExpoCad and ACT software will be transferred to Buyer. Buyer understands that these vendors may charge an annual license fee for continued use of their products.

Other Liabilities/Obligations - None

## **Schedule 1.4 Allocation of Purchase Price**

See attached schedule.

## **Schedule 4.7 Patents, Trademarks, Trade Names**

Trademark "Harvest Festival Original Art & Craft Show"

Trade Name "Harvest Festival"

## **Schedule 4.8 Litigation**

None