

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soap Crafters Inc.		11/09/2011	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Elements Bath and Body LLC		
Street Address:	4203 Evergreen Road		
City:	Crestwood		
State/Country:	KENTUCKY		
Postal Code:	40014		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364473	SOAP NOODLES	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
NAME OF SUBMITTER:	Robyn A. Shelton		
SIGNATURE:	/Robyn A. Shelton/		
DATE SIGNED:	09/17/2020		
Total Attachments: 6			
source=Asset Purchase K_Soap Crafters-Elements_SIGNED#page1.tif			
source=Asset Purchase K_Soap Crafters-Elements_SIGNED#page2.tif			
source=Asset Purchase K_Soap Crafters-Elements_SIGNED#page3.tif			
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CH \$40.00 2364473

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 9th day of November, 2011, by and between Pamela Love, President of Soap Crafters Inc., a Nevada corporation, ("Seller"), and Tamara Tivis, and Elements Bath & Body, LLC, a Kentucky limited liability corporation, ("Buyer").

RECITALS:

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all Seller's rights, title and interest, if any, in and to certain assets on the terms described below.

NOW, THEREFORE, the parties agree as follows:

1. Preamble; Preliminary Recitals.

The preamble and preliminary recitals set forth above are by this reference incorporated in and made a part of this Agreement.

2. Purchase of Assets.

Subject to the provisions of this Agreement, Buyer agrees to purchase, and Seller agrees to sell, all Seller's rights, title and interest, if any, in and to the Purchased Assets, as defined in this paragraph. The purchase price for the Purchased Assets shall be \$50,000.00 (Fifty-thousand dollars) ("Purchase Price").

"Purchased Assets" means, collectively all listed property on Exhibit A, including all right, title and interest of Seller, if any, in the listed intellectual property (including, without limitation, trademarks, tradenames, and service marks), the 877-484-5121 telephone number, which is located at the Premises on the Closing Date; but excluding all other assets of Seller.

3. Payment of Purchase Price.

Buyer shall deliver to Seller by certified check, or wire, \$50,000.00 (Fifty-thousand dollars).

4. Assumption of Liabilities.

None

Buyer is not assuming, nor shall it in any way be liable or responsible for, any liabilities, obligations or debts of Seller, whether accrued, absolute, contingent or otherwise, arising before or after the Closing.

5. Covenants of Seller.

Seller hereby covenants and agrees with Buyer that:

a. Until the Closing Seller shall use its best efforts to maintain its current relationships with suppliers, customers and others having business relations with Seller in connection with the Purchased Assets.

b. Until the Closing, except as may be first approved in writing by Buyer or as is

otherwise permitted or contemplated by this Agreement, Seller shall conduct its business and all transactions with respect to the Purchased Assets, only in the usual and ordinary course of business consistent with Seller's past practice.

6. Closing.

a. The consummation of the purchase and sale of the Purchased Assets (the "Closing") shall be held on November 9, 2011, or sooner by agreement of the parties, via email & overnight delivery of contract.

b. At Closing Buyer shall pay to Seller the Purchase Price

7. Delivery and Condition of the Purchased Assets.

a. Immediately upon completion of the Closing and payment clearing the bank's hold, Seller shall fully and completely transfer to Buyer all his rights, title and interest, if any, in, as well as possession, custody and control of, the Purchased Assets (with the exception of SoapCrafters.com) within 72 hours or sooner by signing off the assets with the appropriate agencies, and by email when necessary. Seller shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Purchased Assets from and after the Closing. The domain name of SoapCrafters.com will remain to be pointed to its current location until November 22nd, 2011.

b. Buyer agrees that it is purchasing and shall take possession of the Purchased Assets in their AS IS, WHERE IS condition and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Purchased Assets as it has deemed necessary or appropriate for the purposes of this Agreement.

c. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE PURCHASED ASSETS, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY WARRANTIES REGARDING THE OWNERSHIP, CONDITION, QUANTITY AND/OR QUALITY OF ANY OR ALL OF THE PURCHASED ASSETS AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

8. Conditions Precedent to Closing.

The performance by Seller and Buyer of their respective obligations under this Agreement is subject to the condition that on the Closing Date no suit, action or other proceeding shall be pending before any court or governmental or regulatory authority which seeks to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated by this Agreement.

9. Default.

If Seller fails to make the required deliveries at the Closing or otherwise defaults under this Agreement, then Buyer shall have the right to terminate this Agreement and thereupon this Agreement shall be null and void and of no legal effect whatsoever. If so terminated, each party hereto shall suffer their own losses, costs, expenses or damages arising out of, under or related to this Agreement.

10. Indemnity.

Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, liabilities, damages, costs and obligations (or actions or claims in respect thereof) (including reasonable counsel fees), which Seller may suffer or incur arising out of or based upon:

- a. the breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement;
- b. any and all liabilities arising from the use, operation, and or activity of the assets and the use of any of the Purchased Assets after the Closing.

11. Notices.

Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, UPS, certified mail, postage prepaid, return receipt requested and:

If directed to Seller:

Pamela Love, President
Soap Crafters Incorporated
6255 McLeod Drive, Suite 15
Las Vegas, NV 89120__

If directed to Buyer:

Tamara Tivis, President
Elements Bath & Body, LLC
4203 Evergreen Road
Crestwood, KY 40014

All notices shall be deemed delivered upon receipt.

12. Survival.

The representations, warranties and covenants contained herein shall not survive the execution and delivery of this Agreement and Closing.

13. Amendment and Modification.

This Agreement may be amended, modified or supplemented only by written agreement of Buyer and Seller.

14. Severability.

Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15. Entire Agreement.

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

17. Counterparts.

This Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original.

18. Headings, Exhibits.

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement. All lettered Exhibits are attached to and by this reference made a part of this Agreement.

19. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

SELLER:

Pamela Love, President

Soap Crafters, Incorporated




Pamela Love

Date: 11-9-2011

BUYER:

Tamara Tivis

Elements Bath and Body, LLC



Tamara Tivis

Date:

EXHIBIT A
THE ASSETS

Domain names:

makelotion.com
meltandpour.com
soapcrafters.com
soapnoodles.com

Rights

Rights to toll free phone number: 877-484-5121

Rights to toll free fax number: 888-782-0160

All vendor information, excluding Super Concentrate formula.

US Registered Trade Mark:

Soap Noodles

Product Formulas:

Rights to all product formulas on the soapcrafters.com website excluding Super Concentrate, Dog Care Products, all lotions and all creams

Copyrights:

Copyrights to the Soap Crafters Free Recipes, Videos and/or articles on the website:

soapcrafters.com
youtube.com
meltandpour.com
makelotion.com
yahoogroups

Lye Calculator that's on the website soapcrafters.com

Accounts:

YahooGroups soapcrafters account:

<http://groups.yahoo.com/group/soaplist/> ,

<http://groups.yahoo.com/group/soapcraftersnewsletter/>

<http://groups.yahoo.com/group/LiquidationSale/>

Youtube: soapcrafters account

<http://www.youtube.com/user/soapcrafters>

Facebook: soapcrafters account

<http://www.facebook.com/pages/Soapcrafters/117333044956790>

Twitter: soapcrafters account

<http://twitter.com/#!/soapcrafters>

MailChimp.com – soapcrafters account (mailing list service)

Equipment:

Hobart Cheese shredder used to shred the Soap Noodles soap, with extra blades

OTHER

List of customers with their address, phone number and email address we have in our databases

List of vendors

Consulting:

Support for 90 days by telephone & email to answer questions on how to make Soap Noodles shredded soap and to answer general questions in regards to inventory or the use of the accounts. After 90 days, only occasional calls/emails (2 per month) for three additional months. If more support than that is needed during the six month period or thereafter, then a consulting fee will be charged of \$30 per hour.