

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2710846

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>HELEN ANDERSON</td> <td>09/18/2013</td> </tr> <tr> <td>MILKIES, LLC</td> <td>09/18/2013</td> </tr> </tbody> </table>		Name	Execution Date	HELEN ANDERSON	09/18/2013	MILKIES, LLC	09/18/2013
Name	Execution Date						
HELEN ANDERSON	09/18/2013						
MILKIES, LLC	09/18/2013						
RECEIVING PARTY DATA							
Name:	FAIRHAVEN HEALTH, LLC						
Street Address:	1200 HARRIS AVENUE						
Internal Address:	SUITE 403						
City:	BELLINGHAM						
State/Country:	WASHINGTON						
Postal Code:	98225						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8172791</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8172791		
Property Type	Number						
Patent Number:	8172791						
CORRESPONDENCE DATA							
Fax Number:	(360)527-1450						
Phone:	(360) 527-1400						
Email:	paul@hansralaw.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	TEJPAL S. HANSRA						
Address Line 1:	1313 E MAPLE STREET						
Address Line 2:	SUITE 223						
Address Line 4:	BELLINGHAM, WASHINGTON 98225						
ATTORNEY DOCKET NUMBER:	5031-34						
NAME OF SUBMITTER:	TEJPAL S. HANSRA						
Signature:	/Tejpal S. Hansra/						

Date:

02/03/2014

Total Attachments: 18

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated and effective as of September 18, 2013, is entered into by and among Milkies LLC, an Oregon limited liability company and Helen Anderson, owner and member of Milkies, LLC (also known as "Selling Member") (collectively Milkies LLC and Selling Member are referred to as "Seller"), Fairhaven Health, LLC, a Washington limited liability company ("Buyer"), and Kelly Andrews ("Guarantor") is the owner of Buyer.

RECITALS

A. Seller is an Oregon limited liability company that develops, manufactures and sells breast milk collection and storage devices ("Business").

B. Seller owns certain assets used in its Business. Those assets are primarily located at Eagle Building, 5th and Adams McMinnville OR 97128. Seller also owns three injection molds used as in its Business. The injections molds are located at R&D Plastics, LLC, 7275 NW Evergreen Parkway, Suite 200, Hillsboro, OR 97124.

C. As of the date of execution of this Agreement, Seller is owned by two members: Selling Member and Renee Callanan ("Callanan"). Selling Member has informed Buyer that a dispute exists between Selling Member and Callanan, and that Selling Member is acquiring all interest in Seller from Callanan ("Callanan Transaction"). Selling Member is entering into the Callanan Transaction in reliance on Buyer's agreement to purchase the Seller's assets under the terms and conditions set forth in this Agreement.

D. The closing of the Callanan Transaction and the transaction contemplated by this Agreement shall be simultaneous; provided however, that the closing of the Callanan transaction is not within the control or responsibility of Buyer and Buyer has no duties with regard to the closing of that transaction.

AGREEMENT:

SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

1.1 Assets Purchased. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, all assets necessary to the continued operation of the Business, except those assets set forth in Section 2 (the "Assets"). The Assets are listed on the attached Exhibit A.

1.2 Liabilities Assumed. Buyer shall accept the assignment and assume responsibility for all unfilled orders from customers of Seller, as listed on the attached Exhibit A-1. Buyer shall also assume responsibility of payment for purchase orders for inventory items that have been placed by Seller before the closing date but that will not be delivered until after the closing date, as listed on the attached Exhibit A-2. The manufacturing and packaging agreements for the Business, which Seller shall assign to Buyer if Buyer so elects.

SECTION 2. EXCLUDED ASSETS

Excluded from this sale and purchase are any of the assets unrelated to the Business. Also excluded are any cash, accounts receivable, prepaid accounts, legal claims or choses in action. Buyer is acquiring no liabilities of Seller except as provided on Exhibits A-1 and A-2.

SECTION 3. PURCHASE PRICE

The purchase price for the Assets, shall be [REDACTED] (the "Purchase Price"). The parties agree that the Purchase Price is allocated as follows:

Equipment:
Inventory/WIP:
Goodwill:
Patent(s):

[REDACTED]

The parties shall file all appropriate tax forms including Form 8594 utilizing this allocation.

SECTION 4. PAYMENT OF PURCHASE PRICE

4.1 Assets. The Purchase Price shall be paid as follows:

4.1.1 A down payment of [REDACTED] shall be due at Closing.

4.1.2 The balance of the Purchase Price shall be paid in two semi-annual payments of [REDACTED] each, according to the terms of the Promissory attached as Exhibit B ("Note").

SECTION 5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller and Selling Member make the following representations to Buyer, with the Buyer's understanding that Selling Member is in a dispute with Callanan, and does not have any knowledge about Callanan's conduct or activities prior to the execution of this Agreement. Furthermore, Selling Member has not worked in the Milkies, LLC primary office since December of 2012. Selling Member makes these representations and warranties to the best of her actual knowledge after a reasonable investigation consistent with her ownership interest in the Seller :

5.1 Power. Seller and Selling Member have all requisite power and authority to transfer the Assets to Buyer. This representation is expressly conditioned upon Selling Member's successful acquisition of Callanan's ownership and rights to Seller.

5.2 Title to Assets. Except as described in this Agreement, Seller holds good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, or encumbrances.

5.3 Transfer Not Subject to Encumbrances. The execution and delivery of this Agreement by Seller and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets except for the liens created as part of this transaction.

5.4 Litigation. Except for the dispute between Selling Member and Callanan, neither Seller nor Selling Member have any knowledge of any claim, litigation, proceeding or investigation pending or threatened against Seller that might result in any material adverse change in the Business or condition of the Assets being conveyed under this Agreement.

5.5 Intellectual Property Rights. Seller owns or has the right pursuant to license, sublicense, agreement or permission to use all Intellectual Property Rights necessary for the operation of the Business as presently conducted and as presently proposed to be conducted. Seller has taken all reasonable action to protect each item of Intellectual Property that it owns or uses. Seller is not infringing upon, misappropriating, violating or otherwise acting adversely to the right of any other person under, or in respect to, any trade names, trademarks, patents, copyrights, or similar intangible rights, and the Seller has not received any charge, complaint, claim or notice of such an infringement, misappropriation, violation or adverse act. No third party has infringed upon, misappropriated, violated or otherwise acted adversely to the Intellectual Property Rights.

"Intellectual Property Rights" means all trade names, trademarks, trademark applications, patents, patent applications, copyrights, copyright applications and similar intangible rights used by Seller in connection with the Business and more particularly described in attached Exhibit A. The term includes, without limitation, the right to use the name "Milkies."

5.6 Financial Statements and Other Information. Selling Member does not have any knowledge that the financial statements and other information that Seller has provided Buyer is incomplete or inaccurate. To the best of Selling Member's knowledge, the financial information is consistent with the books and records of the Seller.

5.7 Employees. There are no collective bargaining agreements and no deferred compensation or profit-sharing plans or arrangements presently in force, or any other agreement with employees that would affect the transfer of Assets contemplated by this Agreement or require Buyer to continue any employment or compensation arrangement with any person. Seller has no commitment to enter into any such agreements, or establish any such plans or arrangements, nor will it do so while this Agreement is in effect. Seller will terminate its employees as of the closing and Buyer will have no liability with regard to any employee claim, including without limitation any employee claim related to compensation.

5.8 Compliance with Laws. Seller is in compliance with all laws, rules, regulations and orders applicable to the Business (including, without limitation, those relating to environmental protection, occupational safety and health and equal opportunity employment

practices), except where the failure to comply therewith does not have a material adverse effect on the financial condition of the Business.

5.9 Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated thereby have been duly authorized by all necessary company action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms, subject to (i) applicable bankruptcy, insolvency or other similar laws relating to creditors' rights generally, and (ii) general principles of equity. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby will not (x) violate any provision of law, rule or regulation to which Seller is subject, (y) violate any order, judgement or decree applicable to Seller, or (z) conflict with or result in a breach or default under, any term or condition of the Certificate of Formation or the Operating Agreement of Seller, or any agreement or other instrument to which Seller is a party or by which Seller may be bound; except, in each case, for violations, conflicts, breaches or defaults which in the aggregate would not materially hinder or impair the consummation of the transactions contemplated hereby.

5.10 Consents and Approval. Neither the execution of this Agreement nor the consummation of the sale of the Assets requires the approval or consent of any governmental authority having jurisdiction over the Business of Seller nor of any party to any agreement with Seller.

5.11 Condition of Assets. The Exhibits contain a complete and accurate list, as of the date of this Agreement and as of Closing, of all of the Assets used in the Business. All Assets are in good operating condition and repair and sufficient to operate the Business. The Assets are conveyed by Seller to Buyer at the Closing in good operating condition and repair, ordinary wear and tear excepted, free and clear of all liens, reservations, encumbrances, encroachments, liabilities, or other claims.

5.12 Taxes. The Seller has filed with the appropriate governmental authorities all tax and related returns required to be filed by it, and such returns accurately reflect the taxes payable. All federal, state, local, county, franchise, sales, use, excise, property, employment and other taxes which are due and payable have been duly paid; and no reserves for unpaid taxes have been set up or are required on the basis of the facts and in accordance with generally accepted accounting principles. There are no unpaid assessments or proposed assessments of federal income taxes pending against the Seller; and there is no federal, state, or local tax audits pending or threatened. Any liability or obligation of Seller arising as a result of the sale of the Assets pursuant to this Agreement will be satisfied by Seller and all returns and other reports required to be filed will be filed.

SECTION 6. REPRESENTATIONS OF BUYER

Buyer represents and warrants as follows:

6.1 Authorization. The execution, delivery, and performance of this Agreement have been duly authorized, and this Agreement constitutes a valid and binding Agreement of Buyer in accordance with its terms.

6.2 Brokers and Finders. Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

SECTION 7. BUYER'S ACCEPTANCE

Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the Business and the Assets. Buyer has not relied on any representations made by Seller or Selling Member other than those specified in this Agreement. Buyer further acknowledges that neither Seller nor Selling Member have made any agreement or promise to repair or improve any of the Assets being sold by Seller under this Agreement, and that Buyer takes all such property in the condition existing on the date of this Agreement, except as otherwise provided in this Agreement.

SECTION 8. SELLER'S NON-COMPETE AND COOPERATION

Seller, including its Selling Member, agree for a period of three (3) years not to engage in the breast-milk collection device and/or storage business directly or indirectly, or engage in business with, serve as an officer, director, employee or agent of, or own any equity interest in any person, firm, corporation or business entity that engages in business of breast-milk collection and/or storage in the United States.

Additionally, Selling Member agrees to cooperate with Buyer on the transition of the Business from Seller to Buyer, specifically with regard to the manufacture, packaging marketing and sales of the Business products and the operation of the Business. Buyer and Seller shall agree on reasonable terms for compensation if such assistance exceeds ten (10) hours per month during the three (3) months immediately after Closing

SECTION 9. SECURITY

As security for the timely performance of all of Buyer's obligation under this Agreement, including payment of the Note, Seller retains and, effective at closing, Buyer grants to Seller a security interest in the following property (the "Collateral"):

9.1 Inventory. All inventory acquired from Seller under this Agreement and subsequently acquired by Buyer after Closing.

9.2 Equipment. All of the equipment and other personal property acquired from Seller under this Agreement, and all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection with such items.

9.3 Trademarks and Patents. All trademarks, trade names and patents acquired from

Seller under this Agreement.

9.4 Accounts Receivable. All of Buyer's accounts arising after Closing.

9.5 Contract Rights. All Buyer's contract rights acquired from Seller under this Agreement and arising after Closing.

9.6 Proceeds and Products. Proceeds and products of all the foregoing.

Seller's security interest in the Collateral shall remain in full force and effect until the Note is fully paid. At closing or as requested, Buyer shall join with Seller in executing appropriate UCC financing statements for public filing, if necessary.

SECTION 10. AGREEMENT CONCERNING SECURITY

After closing and until the Note is paid in full, Buyer covenants and agrees as follows:

10.1 Maintenance of Collateral. Buyer will maintain the Collateral in good condition and repair, reasonable wear and tear accepted.

10.2 Insurance. Buyer will keep the Collateral fully insured against loss or damage by fire, theft, vandalism, and such other hazards as Seller may from time to time require. Seller and Selling Shareholder shall be named as additional insureds on all such policies and each policy shall contain an endorsement providing for thirty (30) days written notice to Seller and Selling Shareholder before cancellation by the carrier. Buyer will immediately deliver to Seller a copy of all such policies or certificates thereof, in evidencing the required coverage as Seller may request from time to time.

10.3 Liens. Buyer will keep the Collateral free of all liens and encumbrances except the lien of Seller's security interest and except for those being contested in good faith.

10.4 Taxes. Buyer shall pay all taxes associated with the Collateral and its Business.

10.5 Right of Inspection. Seller or its agent shall have the right at all reasonable times during Buyer's business hours to inspect the Collateral and inspect, audit and copy any books and records of Buyer relating to the Collateral.

SECTION 11. INDEMNIFICATION

11.1 Survival. All of the covenants, representations and warranties made in this Agreement shall survive Closing.

11.2 Indemnification by Seller and Selling Member. Seller and Selling Member agree to indemnify, defend, and hold harmless Buyer and its employees, directors, members, officers, shareholders, members and agents from and against any and all demands (including without

limitation punitive and consequential damages), claims, demands, actions, causes of action, assessments, losses, settlements, penalties, expenses (including attorney's fees, court costs, expenses of investigation, interest and other expenses of any action, suit or proceeding), damages, and liabilities (collectively, an Indemnity Loss) asserted against, incurred, sustained or paid by the Buyer relating to or arising out of:

11.2.1 Any misrepresentation in or breach any representation or warranty of Seller; or

11.2.2 Any claim related to the dispute between Callanan and Selling Member or arising out of Seller's Business prior to the Closing Date..

11.3 Indemnification by Buyer and Guarantor. Buyer and Guarantor agree to indemnify, defend, and hold harmless Seller and its employees, members, and agents from and against any and all Indemnity Loss (as are listed in paragraph 10.2), and to the same extent stated therein, relating to or arising out of:

11.3.1 Any misrepresentation in or breach of any representation or warranty of Buyer, or the failure of Buyer to perform any covenant or obligation contained in this Agreement; or

11.3.2 Any claim related to the operation of the Business acquired hereunder or the use or sale of the Assets arising after the Closing Date.

11.4 Cumulative Remedies. The remedies specified in the Agreement shall not be exclusive of any other remedy, and shall be cumulative to every other remedy now or hereafter existing in law, equity, by statute, or otherwise which may be available to either party hereto.

SECTION 12. CLOSING

12.1 Time and Place. This Agreement shall be closed through escrow at the offices of First American Title in McMinnville, Oregon; Attn: Lydia Zimmerman. First American Title shall serve as escrow for the transaction contemplated by this Agreement. The actual day of closing is hereinafter referred to as "Closing" and shall occur on or before September 30, 2013. Closing is conditioned on the simultaneous closing of the Callanan Transaction. Buyer and Seller agree that each of them shall pay one-half of the fees and costs associated with escrow.

12.2 Obligations of Seller at the Closing. At the closing and coincidentally with the performance of Buyer and its obligations described in this Section, Seller shall deliver to Buyer the following:

12.2.1 Bills of sale, assignments of trademark and patents and/or certificates of assignment necessary to transfer and convey all of the Assets to Buyer;

12.2.2 Bills of sale necessary to demonstrate Selling Member's acquisition of Callanan's interest in Seller;

12.2.3 Possession of the tangible Assets sold under this Agreement; and

12.2.4 such other certificates and documents that Buyer or its legal counsel, in the reasonable exercise of their discretion, may call for to effect the provisions of this Agreement, specifically and without limitation (x) to fulfill any obligation required to be fulfilled by Seller on the Closing Date, and (y) to evidence satisfaction of any conditions to Closing.

12.3 Obligations of Buyer at Closing. At the closing and coincidentally with the performance by Seller and Selling Shareholder of their obligations described in this Section, Buyer shall deliver to Seller the following:

12.3.1 A fully executed Note.

12.3.2 Readily available funds in the amount of [REDACTED], representing the down payment.

12.3.3 Such other certificates and documents as may be called for by the provisions of this Agreement.

SECTION 12. GUARANTY.

12.1 Guarantor, unconditionally and irrevocably, guarantees the performance by Buyer of each and every obligation of Buyer under the Note. This guaranty shall terminate only on the satisfaction of the Note.

12.2 Guarantor's Consent. Guarantor consents that it will not be necessary for Seller or Selling Member, in order to enforce this guaranty, to initiate an action or exhaust legal remedies against Buyer. Guarantor consents that this guaranty may be immediately enforced upon nonpayment when due of any amount payable to Seller under the Note. Guarantor consents that Seller and/or Selling Member may from time to time extend the time for performance or otherwise modify, alter, or change this Agreement or the Note without in any way releasing or discharging Guarantor from her obligation under this Agreement. This guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of Seller or Selling Member to enforce all the rights and remedies available to them under the Note. Guarantor waives all claims against Buyer or Selling Member, including subrogation rights. The bankruptcy of Buyer shall not relieve Guarantor of his obligation under this Agreement. This Guaranty shall inure to the benefit of Seller, Selling Member and their respective successors, heirs, personal representatives, and assigns. This guaranty shall bind Guarantor and his respective heirs, personal representatives and assigns. In the event any action to enforce any of the terms or conditions of this guaranty, the prevailing party shall be entitled to recover from the other party reasonable attorney fees fixed by the trial court and all appellate courts.

SECTION 13. DEFAULT

13.1 Remedies. If Buyer fails to perform any of the terms, covenants, conditions, or obligations of this Agreement or the Note, time of payment and performance being of the essence,

then Seller may have any or all of the following remedies:

13.1.1 The right to declare the full unpaid balance of the Note immediately due and payable;

13.1.2 The right to exercise each and all of the remedies granted to Seller by the Uniform Commercial Code.

13.1.3 The right to have Seller or a third party chosen by Seller to be appointed receiver to take possession, manage and control the Collateral and collect the profits and pay the net income of the operation of the Business as ordered by a court of competent jurisdiction. The right to appoint a receiver shall be available without regard to the adequacy of the security for the balance due Seller or the solvency of Buyer, or the absence of waste or danger of loss or destruction of the Collateral and without the necessity of notice to Buyer, it being understood that the careful and prudent management, care and control of the Collateral is an essential form of Seller's security for the faithful performance of Buyer's obligation under this Agreement.

13.1.4 The right to exercise any other remedy available to the Seller.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

14.2 Waiver of Compliance; Consents

14.2.1 Any failure of any party to comply with any obligation, covenant, agreement, or condition herein may be waived by the party entitled to the performance of such obligation, covenant, or agreement or who has the benefit of such condition, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

14.2.2 Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent will be given in a manner consistent with the requirements for a waiver of compliance as set forth above.

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14.8 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

14.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

14.10 Cross Default. A default under any term of this Agreement or the Note shall constitute a default under this Agreement and the Note.

14.11 Attorney Fees. If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial, on any appeal therefrom, and in any bankruptcy proceedings of the Parties.

SELLER: Milkies, LLC



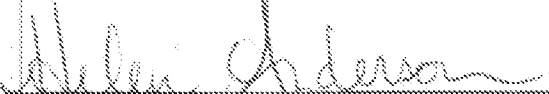
By: Helen Anderson
Its: Member/Manager

BUYER: Fairhaven Health, LLC



By: Kelly Andrews
Its: Member/Manager

SELLING MEMBER



Helen Anderson

GUARANTOR



Kelly Andrews

EXHIBIT A ASSETS SOLD

- U.S. Patent No. 8,172,791: Breast milk collection and storage device
- Pending patent for freezer-friendly storage container for breast milk bags
- The Milk-Saver registered trademark
- The “Freeze” common-law trademark rights
- Seller’s customer contracts
- 3 Injection molds Packaging die lines
- Product inventory
- All design, material specifications and production processes related to the Business
- All marketing and advertising materials related to the Business
- All website materials related to Business, and rights to URL: mymilkie.com
- All social networking accounts and materials related to the Business
- Vendor and manufacturing lists and pricing sheets
- Manufacturing and Packaging Agreements with R&D Plastics, and Rose City Packaging, assigned to Buyer if Buyer so elects.

**EXHIBIT A-1
UNFILLED CUSTOMER ORDERS**

[TO BE ATTACHED]

**EXHIBIT A-2
PURCHASE ORDERS**

[TO BE ATTACHED]

EXHIBIT B PROMISSORY NOTE

[EXHIBIT ON FOLLOWING PAGE]

PROMISSORY NOTE

September 18, 2013
Bellingham, WA

FOR VALUE RECEIVED, Fairhaven Health, LLC and Kelly Andrews (individually and collectively "Maker") jointly and severally promise to pay to the order of Milkies, LLC ("Holder"), without notice or offset, the principal sum of [REDACTED] together with interest thereon as provided herein.

This Promissory Note is given pursuant to the Agreement for Sale and Purchase of Assets of Business dated September 18, 2013, between Maker and Holder relating to the transfer of certain assets (the "Agreement").

Interest and Payment

Payments. Payments shall be made by Maker as follows:

[REDACTED] paid on or before April 1, 2014; and
[REDACTED] paid on or before October 1, 2014.

Interest Rate. Unless Maker defaults under this agreement, no interest is due or payable to Holder.

Prepayment. Maker may prepay any or all of this note without penalty or unaccrued interest.

Place of Payment. Maker shall send payments via certified first class mail, return receipt requested, at such person or place as Holder shall request in writing.

Default. Time is of the essence of this Promissory Note. A default shall occur if: Maker fails to make any payment under this Note within five (5) days of its due date. Upon default the interest rate shall automatically increase to eighteen percent (18%) per annum until all amounts owing under this Note are paid.

Remedies. In the event of default, Holder may declare the entire unpaid principal and all accrued interest immediately due and payable. Holder may also pursue any right or remedy authorized by law. In addition, Holder may:

- Declare this Note and the entire loan balance immediately due and payable;
- Collect the outstanding obligations hereunder with or without resorting to judicial process; and
- Elect and/or exercise any remedy or collection of remedies set forth in the Agreement.
- Holder's rights are cumulative and may be exercised together, separately and in any order.

Attorney Fees. Upon demand, Maker shall immediately reimburse Holder for all amounts (including reasonable attorneys' fees and legal expenses) expended by Holder, to the extent permitted by applicable law, in the enforcement or defense of any obligation or the exercise of any right or remedy described in this Note, or the Agreement. Reimbursement shall include costs and attorneys' fees incurred in collection efforts, whether or not any legal action is commenced and shall also include costs and attorneys' fees incurred in any legal action, arbitration, mediation, or other proceeding, both at trial and on any appeal therefrom or petition for review thereof. If a court construes this provision to award attorneys' fees and costs to the prevailing party, then the term "prevailing party" shall mean the party prevailing on issues related to this Note only. All reasonable costs shall bear interest at the rate described in this Note.

Governing Law. This Note has been executed under, and shall be governed by, Oregon law.

Waivers. Maker hereby (a) waives diligence, presentment, protest, demand, and notice of protest, of demand, of non-payment, of dishonor, and of maturity, and (b) consents to release of all or any security for payment hereof, and to any release of or resort to any party liable for payment hereof, any of which may be made without notice, all without affecting Maker's liability hereunder.

Late Charge. In the event Maker fails to make any payment within five (5) days after it is due, Holder may elect to impose a late charge not to exceed five percent (5%) of the late payment. Maker shall pay such late charge at the time of the next scheduled payment, if any. Failure to pay such late charge as provided herein shall constitute a default under this Promissory Note.

Allocation of Payments. Payments received by Holder shall be applied and credited to the amounts due to Holder in the following order.

- To late charges, if any;
- To attorneys' fees and collection costs incurred by Holder and chargeable to Maker pursuant to the terms of this Note;
- To interest to the date of payment; and
- To the principal balance due under this Note.

Nonwaiver. Failure to exercise any right the Holder may have or be entitled to in the event of any default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

No Setoff/Recourse. The obligation of Maker under this Note is absolute and unconditional, which Maker agrees to pay without setoff or deduction. Said payments shall be strictly paid when due, according to the terms of this Note, and no reference herein to any collateral agreement or security document is intended to give rise to any rights of setoff or deduction. No provision of this Note shall alter or impair the obligation of each of the Makers, which is personal, absolute and unconditional.

IN WITNESS WHEREOF, this Note has been executed as of the date and year first written above

MAKER:

Fairhaven Health, LLC

EXHIBIT

By: Kelly Andrews Its: Manager/Member

GUARANTOR:

EXHIBIT

Kelly Andrews