

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3347585

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OMNI GLOW, LLC	04/24/2015
RECEIVING PARTY DATA		
Name:	I PEE HOLDING, LLC	
Street Address:	595 LAKEVIEW PKWY	
City:	VERNON HILLS	
State/Country:	ILLINOIS	
Postal Code:	60061	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5931383	
CORRESPONDENCE DATA		
Fax Number:	(847)680-3288	
<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>		
Email:	jschrimmer@gmail.com	
Correspondent Name:	JEFFREY SCHRIMMER	
Address Line 1:	300 LAKEVIEW PKWY, SUITE 101	
Address Line 4:	VERNON HILLS, ILLINOIS 60061	
NAME OF SUBMITTER:	JEFFREY SCHRIMMER	
SIGNATURE:	/JDS/	
DATE SIGNED:	05/11/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of April 24, 2015, by and among Omniglow, LLC, a Delaware limited liability company and Ira Leemon, as individual and as manager of Leemon Family LLC, owners of Omniglow, LLC ("Sellers"), Stan Holland as the manager of the Randy Holland and Stanley Holland revocable inter-vivos trust, the holder of a UCC -1 against Omniglow, LLC (the "Creditor") and Chemical Light, an Illinois corporation ("Purchaser").

TERMS

Purchaser and Sellers attest and guarantee that they have the ability and the exclusive right to enter their respective companies into contracts and asset sales of this nature. This sale is contingent to an on-site inspection and approval of the inventory, in regards to both quantity and quality.

Purchaser desires to purchase and Sellers desire to sell the assets of its business unit known as Omni Party, a division of Omniglow LLC. Such assets include, but are not limited to, the sales contracts, business contact information including all websites associated with Omni Party especially OmniParty.com in whatever state of operational use they may be in, all Omni Party inventory (only that which Purchaser decides to take), Omni Party works in process (in any stage and at the sole discretion of the Purchaser), goods sold but are in transit and not yet delivered, and any rights to intellectual property (including all trade names such as Omni Party, including any other trade names or trademarks that appear on former or current Omni Party products, UPC number designations, licenses to trademarks or patents held by Sellers [including a royalty free license in perpetuity on the glow motion straw patent]), all art files and creative works for packaging, sales sheets and website images related to Omni Party items.

Seller will ensure that at least 1 forklift and a crew of 4 people will be present to assist

with the loading and preparing of the goods to the commercial trucking companies.

Purchase price is set at due immediately after Purchaser inspects the assets mentioned above and is able to ascertain the accuracy of an Omni Party inventory report dated April 21, 2015 and that the goods are all in good merchantable condition. Payment will be distributed according to Schedule A immediately after inventory is loaded on commercial trucks and has left the Brownsville warehouse and after the intangible assets (websites control, domains control) have been duly assigned and transferred to Purchaser. Sellers will immediately execute a bill of sale in form a substance satisfactory to Purchaser.

Purchaser is not purchasing any other assets of the Sellers such as lease agreements, cash on hand of the company, or machinery. Purchaser is not purchasing nor assuming any of the current or future liabilities of the Sellers such as (but not limited to) taxes due, compensation packages not yet paid, rent, customer refunds or rebates, reset fees, unpaid association fees, insurance fees, demurring fees or any other liabilities currently held by Sellers or as may become due by Sellers in its continuing course of operations (except that Purchaser is willing to pay demurring fees on container(s) containing Omni Party merchandise conditioned on if, and only if, the Purchaser decides in his judgment that he desires said inventory).

Purchaser requests that certain employees of the Seller be made available to assist in the transfer of the tangible and intangible assets such as inventory, art files, computer records and control of the websites, confirm questions about inventory, sales contracts and other questions about the ongoing business of Omni Party. Specifically John Friedson, Suzanne Gendron, Jean Guzik, Liz Falton, Michael Langone, Sandra Grajales and any others that may be found to be necessary, any fees or costs associated with the usage of these peoples times will be solely born

by Purchaser and paid directly to the individuals and that their access to all Omni Glow facilities, computers, phones and records will remain unhampered until May 1st, 2015 unless due to circumstances beyond Omniglow control our access is denied. That said, we are assured access to the Brownsville warehouse until May 1, 2015 per an agreement between Omniglow and the Brownsville landlord. We will also be assured a one day access to the West Springfield office (to take place before May 1st) to retrieve all art files, computers with those files, desired paperwork associated with Omni Party and computer disks with those files. An email from Ira Leemon giving permission for the above individuals to communicate and share information with Purchaser is required at contract signing.

Sellers and Creditor acknowledge that the purchase price paid is adequate and sufficient. Additionally both Sellers and Creditor agree to hold Purchaser harmless in any claims that have arisen or that may arise against the Sellers or the assets being sold to purchaser and waive any claims, either known or unknown, they may have against Purchaser or its officers.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives. Sellers acknowledge that Purchaser is expending great sums of money in excess of the Purchase price in reliance upon this agreement.

Any Omni Party products left in the Brownsville warehouse after 7 days from the signing of this contract is considered abandoned and reverts back to Omni Glow. It will then be OmniGlow's sole responsibility to dispose of all abandoned merchandise in any responsible manner it finds proper. Any warehouse expenses associated with the abandoned merchandise including but not limited to disposal expenses and additional rent are the responsibility of Omni Glow LLC.

This Agreement, including any Schedules attached hereto, contains the entire understanding among the parties with respect to the subject matter hereof and supersedes any prior understandings and/or written or oral agreements among them respecting such subject matter. Sellers shall solely be responsible for any state or local sales or transfer taxes payable in connection with the sale of the Acquired Assets pursuant to this Agreement.

At any time and from time to time after the Closing Date, each party shall, without further consideration, execute and deliver to the other such instruments of transfer and shall take such other action and execute such other documents as the other may reasonably request in order to carry out the transfer of the Acquired Assets contemplated by, and the other provisions of, this Agreement.

Except as otherwise provided herein, Purchaser and Seller shall each bear their own respective expenses incurred in connection with the preparation and negotiation of this Agreement and with the performance of all obligations required to be performed by it under this Agreement.

Seller shall be obligated to pay any state or local sales or transfer taxes payable in connection with the sale of the Acquired Assets pursuant to this Agreement along with any other fees that would be required to release these Assets free and clear.

Except as required by applicable law, no party hereto shall disclose or permit their respective officers, directors, representatives, agents or employees to discuss the existence or terms of this Agreement to any third party without the prior written consent of the other parties hereto. The parties hereto will mutually agree in advance on the form, timing and contents of announcements and disclosures regarding the proposed transaction.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the

a Delaware limited liability company

By:

Name: [Signature]

Title: Chief Executive Officer

Date: 4/24/15

By:

Name: Ira Leeman (Personally & Family Trust)

Date: [Signature]

By:

Title: Frank Spina, Sellers Attorney

Date: 4/24/15

CREDITOR:

By:

Stan Holland (Randy and Stanley Holland Trust)

Date: _____

PURCHASER:

Chemical Light, Inc.
an Illinois corporation

By:

Name: [Signature]
Michael Sattler