

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	CVB Inc dba Malouf Fine Linens		07/09/2013
			Entity Type
			CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	EBT LLC		
Street Address:	1189 W 1700 N Bldg B		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4318969	EIGHTBIT
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	preston@malouffinlinens.com		
Correspondent Name:	Preston P. Frischknecht		
Address Line 1:	1189 W 1700 N Bldg B		
Address Line 4:	Logan, UTAH 84321		
NAME OF SUBMITTER:	Preston P. Frischknecht		
Signature:	/Preston P. Frischknecht/		
Date:	08/07/2013		
Total Attachments: 6			
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**BUSINESS SEPARATION, ASSET PURCHASE &  
ADMINISTRATIVE SERVICES AGREEMENT**

This agreement, dated as of July 9<sup>th</sup>, 2013 (the "Agreement"), by and among CVB Inc., a Utah Corporation ("Seller") and EBT LLC, a Utah Limited Liability Company ("Buyer").

**RECITALS**

**WHEREAS**, Seller is engaged in business relating to, among other things: (1) bedding products ("the bedding division"), and (2) toys and sporting equipment ("the toy division");

**WHEREAS**, Seller desires to separate and "spin off" the toy division in order to implement certain long-term marketing, branding, and strategic business objectives;

**WHEREAS**, Buyer is a concurrently-formed sister company to Seller, organized for the purpose of acquiring the assets and liabilities of the toy division and to thereafter operate the division as a separate entity, apart from Seller;

**WHEREAS**, Buyer now desires to purchase the assets and goodwill of the toy division, and to assume all responsibilities for any debts, obligations and liabilities of the toy division, on the terms and subject to the conditions specified in this Agreement;

**WHEREAS**, Seller likewise desires to sell and transfer the toy division to Buyer, on the terms and subject to the conditions specified in this Agreement; and

**WHEREAS**, Seller and Buyer also desire to enter into an agreement for Seller to provide administrative services to Buyer following separation of the toy division;

**NOW, THEREFORE**, in consideration of the premises and the covenants, promises, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:

**1. Basic Transaction.**

a. Purchase and Sale of Assets. On and subject to all of the terms and conditions of this Agreement, Buyer agrees to purchase from Seller and, to the extent that they have any interest, from Seller Members, and Seller and Seller Members agree to sell, transfer, convey and deliver to Buyer all of the toy division's Acquired Assets and goodwill, as well as all known and unknown liabilities, security interests, and adverse claims of any kind whatsoever, for the consideration specified below. For the purposes of this Agreement, Acquired Assets shall include: (i) all finished goods and inventory used by Seller and its Affiliates in the toy division including, but not limited to existing product inventory; (ii) toy division intellectual property, including foreign and domestic Eightbit® trademarks, all goodwill associated therewith, all licenses and sublicenses held or granted with respect thereto, and all rights thereunder, all remedies against infringements thereof, and rights to protection of interests therein; (iii) all toy division contracts; (iv) toy division budgets, plans and projections; lists, files, historical data and data bases pertaining to Customers (including all information and files pertaining to all buyers, prospects and non-buyers); (v) toy division lists, files, historical data and data bases pertaining to suppliers; (vi) toy division analytical studies, reports and files relating to marketing, testing and other results; (vii) toy division data bases, in hard copy and electronic format, of all products, and further including, without limitation, all product titles, descriptions, standard identifiers and product codes, artwork and graphics, pricing, cost and source information and data; (viii) all advertising and promotional materials pertaining to the toy division and/or the Acquired Assets including, without limitation, all designs, marketing plans, studies, films, photographs, artwork, writings, printed materials (e.g., informational, advertising, packaging, promotional and creative materials), commercials, rights to tradeshow booths, and similar items; (x) current Customer lists for toy division items sold by the Seller and all relationships with Customers, suppliers and others and such other rights, interests, assets and properties, if any, used by Seller and its Affiliates in connection with the operation of the toy division and/or the Acquired Assets; (xi) all toy division 800 numbers, telephone numbers, fax numbers, domain names, and Websites pertaining to the Purchased Business including, but not limited to *www.eightbittoys.com*; and (xii) and all goodwill associated with the toy division and/or the Acquired Assets.

b. Purchase Price. In consideration of Buyer's purchase and Seller's sale and, to the extent that they have any interest, Seller Members' sale of the Acquired Assets, and their respective agreements to be bound by Seller's Ancillary Agreements, Buyer agrees to pay to Seller the amount of \$30,120.30 which reflects, among other things:

- (i) the cost of 989 units of existing inventory in the toy division, valued at Seller's cost;

(ii) the value of the Eightbit® brand, its associated trademarks, and goodwill, valued using cost approach method of valuation; and

(iii) any remaining Acquired Assets as set forth in Paragraph 1(a), *supra.*, or to be further specified and/or clarified (as necessary) by subsequent amendment and/or addendum to this Agreement.

c. Closing date. The closing shall take place on or before July 14, 2013, or on such other date and location as the Parties may mutually determine.

d. Seller shareholder consideration. Whereas Sam and Kacie Malouf are the sole and equal owners of all the Seller's issued and outstanding capital stock, as consideration for the sale of the toy division to Buyer, they shall have ownership of an equivalent value in EBT LLC, namely, sole and equal ownership.

2. **Retained liabilities.** Representations, warranties, and indemnifications are not made herein. To the best of Seller's knowledge it is unaware of any significant liabilities, such as, for example, pending or ongoing litigation, legal compliance or accounting issues, or liens and/or judgments. Seller shall not retain any liabilities related to the toy division.

3. **Operational transition.** The parties acknowledge that, in certain instances, a period of operational transition will be necessary to divide assets, information, and accounts between Buyer and Seller, and that such transition may be performed in connection with and/or subsumed by, the Administrative Services provisions of this Agreement as set forth below. In any event, Seller agrees to use best efforts and to timely and diligently conduct all necessary operational transfer activities, including, but not limited to, separation of accounts, funds, and books, and assignment of intellectual property.

4. **Administrative Services.**

a. Generally. Beginning on the closing date, Seller will provide services to Buyer on an "as needed" basis (as determined by Buyer). Services may be provided by Seller itself or Seller may outsource the provision of the Services. Seller will use (and will cause its Affiliates to use) commercially reasonable efforts in the performance of its obligations hereunder and will do so with the same degree of care, skill and prudence customarily exercised when engaged in similar activities for itself. Seller will have no liability with respect to the provision of services hereunder in the absence of gross negligence or willful misconduct. The proportionate share of each Service to which Buyer will be entitled will be approximately equal to the proportionate share of that Service that was, prior to the Closing Date, devoted to the businesses that Seller is planning to spin-off to Buyer. To the extent that Seller's capacity to perform a Service is diminished, be it by system failure, departure of personnel or any other factor outside of the control of Seller, the Services to which Buyer will be entitled will be decreased proportionately.

b. Specific services provided. Specific Seller services provided herein may include, but are not limited to, use of:

- (i) employees;
- (ii) personal property, real property, and infrastructure;
- (iii) general administrative functions, such as: cash management, accounting and financing, tax, payroll, human resources, financial transaction support, information technology, legal, product research and development, inventory and/or product acquisition, storage, order fulfillment, distribution, marketing, quality assurance, warranty, and return platforms and processes;
- (iv) UPC codes and/or prefixes previously acquired by Seller for identification of, or use related to, products of the toy division;
- (v) Amazon.com seller accounts and relationships.

c. Fees for Services. The aggregate cost for services provided by Seller shall be paid on an annual basis, in no event later than the last day of December each year. The aggregate cost, annually due as a fee, shall be comprised of: (a) a first fee calculated by charging Buyer an amount equivalent to one percent (1%) of the Seller's pre-separation, twelve-month trailing overhead expenses, as determined on the Closing Date; and (b) a second fee, in the amount of \$200/month, assessable as contribution for Seller's lease payments to MPI Group LLC and Buyer's ongoing benefit for administrative services provided by Buyer's use of the MPI Group's real property platform (which includes Logan, Nibley, and Gretna facilities). Calculations of the annual fee shall be on a pro-rata basis if services are performed for a period under one year. The annual fee shall be subject to periodic adjustment based on growth or other relevant circumstances in order to achieve reasonable market value. Any such adjustments shall be documented in writing.

d. Independence. All employees and representatives of Seller providing Services to Buyer will be deemed for purposes of all compensation and employee benefits to be employees or representatives of Seller (or its subcontractors) and not employees or representatives of Buyer. In performing such services, such employees and representatives will be under the direction, control and supervision of Seller (or its subcontractors) (and not of Buyer) and Seller (or its subcontractors) will have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives.

e. Non-exclusivity. Nothing in this Agreement shall prevent Seller from providing any Service to any other Person. Nothing in this Agreement shall prevent Seller from obtaining all or any part of the Services from its own employees and facilities or from providers other than Seller.

f. **Relationship of the Parties.** By virtue of the Administrative Services provisions of this Agreement, neither Party constitutes the other as its agent, partner, joint venture, or legal representative and neither Party has express or implied authority to bind the other in any manner whatsoever.

g. **Termination.** Either Buyer or Seller may terminate Administrative Services upon thirty (30) day prior written notice.

5. **Taxes.** The consideration payable to Seller herein is deemed to include all sales and other Taxes imposed with respect to the transfer of the Acquired Assets contemplated herein. Without limiting the generality of the foregoing, all gains, transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with the execution and performance of this Agreement and the consummation of the transactions contemplated herein, shall be paid by Seller when due, and Seller will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees. Seller and its Affiliates shall file all federal, state and local Tax Returns required to be filed after the Closing, to the extent such returns pertain to Seller's and its Affiliates ownership or operation of the Acquired Assets and the Purchased Business through the date of Closing and Purchaser shall file all federal, state and local Tax Returns required to be filed after the Closing, to the extent such returns pertain to Purchaser's ownership or operation of the Acquired Assets and the Purchased Business after the Closing.

6. **Records Retention.** Each Party will retain all information obtained or created in the course of performance hereunder in accordance with the records retention guidelines of the other Party existing from time to time. Each Party has advised the other of its respective guidelines as in effect on the Effective Date and will advise the other Party of any subsequent changes therein.

7. **Joint Authorship.** The Parties agree that this Agreement reflects the joint drafting efforts of all Parties. In the event any dispute, disagreement or controversy arises regarding this Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

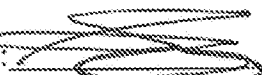
8. **Entire Agreement.** This Agreement constitutes the final written expression of all of the terms of this settlement between the Parties hereto and is a complete and exclusive statement of those terms, superseding all prior arrangements and agreements. This Agreement may not be amended or modified except by a written instrument signed by all Parties or their representatives or agents. Each of the Parties hereto acknowledges that no representations or promises not expressly contained in this Agreement have been made by any Party or by the agents or representatives of any Party.

**9. Choice of Law.** This Agreement and any issue arising under or relating to it shall be construed under the law of the State of Utah, without resort to its choice of laws or other conflicts of laws principles.

**10. Advice of Counsel.** The Parties hereto acknowledge that they have obtained, or have had the opportunity to obtain, the advice of experienced legal counsel of their own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth in this Agreement or that otherwise relate to this Agreement. The Parties hereto acknowledge that they have carefully read and reviewed the terms of this Agreement. The Parties hereto acknowledge that the entry into and execution of this Agreement is their own free and voluntary act and deed, without compulsion of any kind.

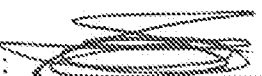
**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date indicated above.

**CVB INC (SELLER)**

By:  .....

Its: .....

**EBT LLC (BUYER)**

By:  .....

Its: .....