

ESTTA Tracking number: **ESTTA558905**

Filing date: **09/11/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Coldstream Equity Group, Inc. d/b/a Comedy Caravan
Granted to Date of previous extension	09/11/2013
Address	1250 Bardstown Road P.O. Box 4971 Louisville, KY 40204 UNITED STATES
Attorney information	William H. Mooney Lynch, Cox, Gilman & Goodman, P.S.C. 500 West Jefferson Street, Suite 2100 Louisville, KY 40202 UNITED STATES wmooney@lynchcox.com

Applicant Information

Application No	85453355	Publication date	05/14/2013
Opposition Filing Date	09/11/2013	Opposition Period Ends	09/11/2013
Applicant	TSM Artist Management, Inc. P.O. Box 4129 Louisville, KY 40204 UNITED STATES		

Goods/Services Affected by Opposition

Class 035. First Use: 1983/09/01 First Use In Commerce: 1983/09/01 All goods and services in the class are opposed, namely: Talent agency services for musical, variety and comedy performers and acts; personnel management of talent for musical, variety and comedy performers and acts
Class 041. First Use: 1983/09/01 First Use In Commerce: 1983/09/01 All goods and services in the class are opposed, namely: Organizing musical, variety and comedy performances and shows for others

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
Dilution	Trademark Act section 43(c)

Mark Cited by Opposer as Basis for Opposition

U.S. Application/Registration No.	NONE	Application Date	NONE
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Registration Date	NONE
Word Mark	COMEDY CARAVAN
Goods/Services	Talent agency services for musical, variety and comedy performers and acts; personnel management of talent for musical, variety and comedy performers and acts. Organizing musical, variety and comedy performances and shows for others

Attachments	Notice of Opposition.pdf(129145 bytes) Exhibit A.pdf(175765 bytes) Exhibit B.pdf(162684 bytes) Exhibit C.pdf(92154 bytes) Exhibit D.pdf(61508 bytes) Exhibit E.pdf(2541878 bytes) Exhibit F.pdf(71452 bytes) Exhibit G.pdf(68721 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/williamhmooney/
Name	William H. Mooney
Date	09/11/2013

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 85453355
Filed: October 21, 2011
Mark: COMEDY CARAVAN
Published in the *Official Gazette* on May 14, 2013

COLDSTREAM EQUITY GROUP, INC.)	
)	
Opposer,)	OPPOSITION NO.
v.)	
)	
TSM ARTIST MANAGEMENT, INC)	
)	
Applicant.)	

NOTICE OF OPPOSITION

Comes the Opposer, Coldstream Equity Group, Inc. (“**Coldstream**”) and for its Opposition to the pending application of TSM Artist Management, Inc. (“**TSM**”). Opposer hereby submits the following:

1. Coldstream is a Kentucky corporation duly organized and existing under the laws of the Commonwealth of Kentucky with its principal place of business located at 1250 Bardstown Road, Louisville, Kentucky 40204.
2. Coldstream is actively involved in the ownership and operation of a comedy club and the production of comedy shows at its location of 1250 Bardstown Road, Louisville, Kentucky 40204.
3. Coldstream was originally incorporated in the Commonwealth of Kentucky on **May 8, 1987. (Exhibit A)**.
4. In 1987, Coldstream opened and began operating a comedy club at its current location of 1250 Bardstown Rd., Louisville, Kentucky 40204. When the club originally opened, it was operated under the name of the Funny Farm but changed its name to the Comedy

Caravan in 1989 (the “**Comedy Caravan Club**”). The Comedy Caravan Club has continuously been owned and operated by Coldstream since its opening in 1987 and has operated and advertised under the name Comedy Caravan since 1989.

5. The Applicant, TSM, is a Kentucky Corporation that was incorporated in the Commonwealth of Kentucky on **January 19, 1990. (Exhibit B)**.
6. The sole officer, director and shareholder of TSM is Thomas S. Sobel. Mr. Sobel was also a shareholder and former President of Coldstream and was instrumental in the opening and operation of the Comedy Caravan Club from 1987 until November 1, 2009.
7. On December 14, 1993, Mr. Sobel, in his capacity as President of Coldstream, filed a Certificate of Assumed Name for Coldstream with the Kentucky Secretary of State which established that Coldstream’s assumed name was Comedy Caravan. **(Exhibit C)**.
8. On February 7, 2003, Mr. Sobel, again in his capacity as President of Coldstream, filed a Renewal Certificate of Assumed Name in relation Comedy Caravan. **(Exhibit D)**.
9. Pursuant to the terms of the Renewal Certificate, Coldstream’s Assumed Name Certificate was set to expire on July 15, 2008. **(Exhibit D)**. No additional Renewal Certificate was filed on behalf of Coldstream and the Assumed Name expired on that date. Coldstream continued to operate the Comedy Caravan Club using the name, Comedy Caravan.
10. On or about November 1, 2009, Thomas Sobel entered into a Share Purchase Agreement with Darrell R. Holladay, whereby Mr. Sobel sold all of the issued and outstanding shares of Coldstream to Mr. Holladay. **(Exhibit E)**. Following the execution of the Share Purchase Agreement, Mr. Holladay took over the operation and management of the Comedy Caravan Club.

11. Pursuant to the terms of the Share Purchase Agreement, Mr. Holladay was purportedly permitted to use the name “Comedy Caravan” by TSM. **(Exhibit E, p. 9, ¶ T)**.
12. The Share Purchase Agreement is silent on how or why TSM had any rights to “permit” Coldstream’s use of the name “Comedy Caravan” nor does it explain how TSM had any alleged intellectual property rights in and to the name “Comedy Caravan”.
13. While the Share Purchase Agreement provided that Mr. Sobel would provide a list of all Intellectual Property Assets that Coldstream had either been permitted to use or licensed to use, which would presumably have included the name “Comedy Caravan”, no list was ever provided.
14. Shortly after purchasing Coldstream, Mr. Holladay determined that the Certificate of Assumed Name for Comedy Caravan on behalf of Coldstream had been allowed to expire by Mr. Sobel.
15. Accordingly, on January 11, 2011, Mr. Holladay, as President of Coldstream filed a Certificate of Assumed Name for “Comedy Caravan” with the Kentucky Secretary of State. **(Exhibit F)**.
16. At no time since its incorporation on January 19, 1990, has TSM ever attempted to file a Certificate of Assumed Name for the use of “Comedy Caravan”.
17. Instead, on October 26, 2011, approximately ten (10) months after Mr. Holladay had filed the Certificate of Assumed Name for “Comedy Caravan” on behalf of Coldstream, Mr. Sobel, as President of TSM, filed a Certificate of Assumed Name for TSM designating that TSM Artist Management, Inc., would use the assumed name of “TSM Artists, Inc.”. **(Exhibit G)**.

18. Accordingly, Opposer believes that it will be damaged by registration of the mark sought to be registered in that, if registration issues, (a) consumers are likely to be confused between the services provided by the Applicant and the Opposer; (b) that the Applicant, TSM does not have standing to pursue registration; (c) registration of the mark will give Applicant the presumptive rights to use the mark with its services; (d) any defects in Applicants services may be attributed to the Opposer; (e) prior use by Coldstream; and (f) the mark in issue is generic.

WHEREFORE, Opposer prays that Application Serial No. 85/453,355 be refused and that the registration sought therein be denied.

/williamhmooney/
William H. Mooney
LYNCH, COX, GILMAN & GOODMAN, P.S.C.
500 West Jefferson Street, Suite 2100
Louisville, KY 40202
Telephone: (502) 589-4215
E-mail: wmooney@lynchcox.com
Attorney for Opposer

CERTIFICATE OF SERVICE AND ELECTRONIC SUBMISSION

I hereby certify that a true and complete copy of the foregoing NOTICE OF OPPOSITION has been served on Applicant by mailing said copy on this 11th day of September, 2013 via First Class Mail, postage prepaid to:

Kyle Anne Citrynell
Seiller Waterman LLC
462 South Fourth Street, 22nd Floor
Louisville, Kentucky 40202

/williamhmooney
William H. Mooney
Attorney for Opposer

EXHIBIT

A

COLDSTREAM EQUITY GROUP, INC.**General Information**

Organization Number	0229035
Name	COLDSTREAM EQUITY GROUP, INC.
Profit or Non-Profit	P - Profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	5/8/1987
Organization Date	5/8/1987
Last Annual Report	7/10/2013
Principal Office	P.O. BOX 4971 LOUISVILLE, KY 40204
Registered Agent	JUDY GINTHUM 4201 MYERS AVE CRESTWOOD, KY 40014
Common No Par Shares	1000

Current Officers

President	DARRELL R HOLLADAY
Secretary	DARRELL R HOLLADAY
Director	DARRELL R HOLLADAY

Individuals / Entities listed at time of formation

Director	JOSEPH H. COHEN
Director	MARIELLEN GOURLEY
Incorporator	JOSEPH H. COHEN

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Annual Report	7/10/2013	1 page	PDF
Annual Report	6/26/2012	1 page	PDF
Registered Agent name/address change	7/12/2011 11:34:20 AM	1 page	PDF
Annual Report	7/12/2011	1 page	PDF
Certificate of Assumed Name	1/11/2011	1 page	tiff PDF
Annual Report	3/4/2010	1 page	PDF
Annual Report	7/27/2009	1 page	PDF

Annual Report	10/21/2008	1 page	PDF	
Annual Report	3/26/2007	1 page	tiff	PDF
Annual Report	1/13/2006	1 page	PDF	
Annual Report	4/29/2005	1 page	tiff	PDF
Annual Report	5/5/2003	1 page	tiff	PDF
Name Renewal	2/7/2003	1 page	tiff	PDF
Annual Report	8/28/2002	1 page	tiff	PDF
Annual Report	7/24/2001	1 page	tiff	PDF
Statement of Change	7/7/2000	1 page	tiff	PDF
Annual Report	6/22/2000	1 page	tiff	PDF
Statement of Change	6/25/1999	1 page	tiff	PDF
Annual Report	6/21/1999	1 page	tiff	PDF
Annual Report	10/13/1998	1 page	tiff	PDF
Annual Report	7/1/1997	1 page	tiff	PDF
Annual Report	7/1/1996	1 page	tiff	PDF
Annual Report	7/1/1995	1 page	tiff	PDF
Annual Report	7/1/1994	1 page	tiff	PDF
Certificate of Assumed Name	12/14/1993	1 page	tiff	PDF
Annual Report	7/1/1993	1 page	tiff	PDF
Annual Report	7/1/1992	1 page	tiff	PDF
Annual Report	7/1/1991	1 page	tiff	PDF
Annual Report	7/1/1990	1 page	tiff	PDF
Annual Report	7/1/1989	1 page	tiff	PDF

Assumed Names

COMEDY CARAVAN	Active
COMEDY CARAVAN	Inactive

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	7/10/2013 11:45:45 AM	7/10/2013 11:45:45 AM	
Annual report	6/26/2012 1:17:01 PM	6/26/2012 1:17:01 PM	
Registered agent address change	7/12/2011 11:34:20 AM	7/12/2011 11:34:20 AM	
Annual report	7/12/2011 11:30:48 AM	7/12/2011 11:30:48 AM	
Added assumed name	1/11/2011 8:42:34 AM	1/11/2011	COMEDY CARAVAN
Annual report	3/4/2010 12:43:35 PM	3/4/2010 12:43:35 PM	
Annual report	7/27/2009 4:08:38 PM	7/27/2009 4:08:38 PM	

Annual report	10/21/2008 2:01:09 PM	10/21/2008 2:01:09 PM
Annual report	3/26/2007 1:23:33 PM	3/26/2007
Annual report	1/13/2006	1/13/2006
Registered agent address change	7/7/2000 3:33:25 PM	7/7/2000
Registered agent address change	6/25/1999	6/25/1999
Sixty day notification	9/1/1998	9/1/1998

Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a [Request For Corporate Documents](#) to the Corporate Records Branch at 502-564-5687.

Annual Report	4/22/2005	1 page
Annual Report	4/27/2004	1 page
Annual Report	5/5/2003	1 page
Annual Report	8/28/2002	1 page
Annual Report	7/24/2001	1 page
Statement of Change	7/7/2000	1 page
Annual Report	6/22/2000	1 page
Statement of Change	6/25/1999	1 page
Annual Report	6/21/1999	1 page
Annual Report	10/13/1998	1 page
Annual Report	7/1/1997	1 page
Annual Report	7/1/1996	1 page
Annual Report	7/1/1995	1 page
Annual Report	7/1/1994	1 page
Certificate of Assumed Name	12/14/1993	1 page
Annual Report	7/1/1993	1 page
Annual Report	7/1/1992	1 page
Annual Report	7/1/1991	1 page
Annual Report	7/1/1990	1 page
Statement of Change	8/31/1989	1 page
Annual Report	7/1/1989	1 page
Articles of Incorporation	5/8/1987	3 pages

EXHIBIT

B

TSM ARTIST MANAGEMENT, INC.**General Information**

Organization Number	0268115
Name	TSM ARTIST MANAGEMENT, INC.
Profit or Non-Profit	P - Profit
Company Type	KCO - Kentucky Corporation
Status	X - Pending Dissolution
Standing	B - Bad
State	KY
Organization Date	1/19/1990
Last Annual Report	1/13/2012
Principal Office	P. O. BOX 4129 LOUISVILLE, KY 402040971
Registered Agent	JAMES L. FINE 4175 WESTPORT RD., UNIT 106 LOUISVILLE, KY 40207
Authorized Shares	2000

Current Officers

Sole Officer	Thomas S Sobel
Director	Thomas S Sobel

Individuals / Entities listed at time of formation

Director	THOMAS S. SOBEL
Incorporator	THOMAS S. SOBEL

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Amended Assumed Name	2/29/2012	1 page	tiff	PDF
Annual Report	1/13/2012	1 page	PDF	
Certificate of Assumed Name	10/26/2011	1 page	tiff	PDF
Annual Report	8/2/2011	1 page	tiff	PDF
Annual Report	8/24/2010	1 page	PDF	
Annual Report	7/27/2009	1 page	PDF	
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Annual Report	7/1/1995	1 page	tiff	PDF
Annual Report	7/1/1994	1 page	tiff	PDF
Annual Report	7/1/1993	1 page	tiff	PDF
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Annual Report	7/1/1992	1 page	tiff	PDF
Annual Report	7/1/1991	1 page	tiff	PDF
Annual Report	7/1/1991	1 page	tiff	PDF
Articles of Incorporation	1/19/1990	3 pages	tiff	PDF

Assumed Names

[TSM ARTISTS, INC.](#)

Active

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	1/13/2012 5:44:14 PM	1/13/2012 5:44:14 PM	
Added assumed name	10/26/2011 9:20:07 AM	10/26/2011	TSM ARTISTS, INC.
Annual report	8/2/2011 3:32:45 PM	8/2/2011	
Annual report	8/24/2010 4:42:12 PM	8/24/2010 4:42:12 PM	
Annual report	7/27/2009 4:12:35 PM	7/27/2009 4:12:35 PM	
Annual report	10/21/2008 1:59:00 PM	10/21/2008 1:59:00 PM	
Annual report	3/26/2007 1:23:54 PM	3/26/2007	
Annual report	2/22/2006 1:32:54 PM	2/22/2006	
Registered agent address change	7/7/2000 3:34:54 PM	7/7/2000	
Registered agent address change	6/25/1999	6/25/1999	
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Annual Report	7/1/1994	1 page
Annual Report	7/1/1993	1 page
Statement of Change	7/29/1992	1 page
Annual Report	7/1/1992	1 page
Annual Report	7/1/1991	1 page
Articles of Incorporation	1/19/1990	3 pages

EXHIBIT

C



A# 229035

323813

OFFICE OF THE SECRETARY OF STATE
BREMER EHRLER, SECRETARY OF STATE
CERTIFICATE OF ASSUMED NAME
KRS 365.015

RECEIVED & FILED
\$ 20.00
Dec 14 9 46 AM '93

THIS CERTIFIES THAT THE ASSUMED NAME OF COMEDY CARAVAN

has been adopted by COLDSTREAM EQUITY GROUP, INC.

[REAL NAME OF ENTITY FILING - SEE INSTRUCTION 1. (OVER) AND KRS 365.015(1)]
Which is a [YOU MUST CHECK ONE]

SOLE PROPRIETORSHIPS ARE NOT FILED WITH THE SECRETARY OF STATE

General Partnership Corporation
 Business Trust Limited Partnership Joint Venture

organized and existing in the state of KENTUCKY, and whose address is
P O BOX 4971; 1250 BARDSTOWN ROAD; LOUISVILLE, KY 40204.

This Statement of Assumed Name is Signed By: 735418

Thomas S. Sobel
Name THOMAS S. SOBEL
PRESIDENT
Title

Name
Title

William D. Sobel
Name WILLIAM D. SOBEL
TREASURER
Title

Name
Title

Name
Title

Name
Title

ACKNOWLEDGEMENT

State of KENTUCKY
County of JEFFERSON

I, TIMOTHY T. BOURKE III, a notary public, do hereby certify that on this 13 day of DECEMBER, 19 93, personally appeared before me THOMAS S. SOBEL & WILLIAM D. SOBEL, who bring by me first duly sworn, declared that he/they is/are the OFFICERS of COLDSTREAM EQUITY GROUP, INC., and that he/they signed the foregoing document on behalf of the corporation/partnership/trust/or joint venture.

EXHIBIT

D

EXHIBIT

E

SHARE PURCHASE AGREEMENT

between

THOMAS S. SOBEL

and

DARRELL R. HOLLADAY

Dated as of November 1, 2009

Share Purchase Agreement

This SHARE PURCHASE AGREEMENT ("Agreement") is made as of November 1, 2009, by DARRELL R. HOLLADAY, ("Purchaser"), and THOMAS S. SOBEL, shareholder of the Company ("Seller");.

1. RECITALS

A. Seller owns all of the issued and outstanding shares (the "Shares") of capital stock of Coldstream Equity Group, Inc., a Kentucky corporation (the "Company"); and

B. Seller desire to sell, and Purchaser desires to purchase, all of the Shares, for the consideration and upon the terms set forth in this Agreement.

C. The parties, intending to be legally bound, agree as follows:

2. SALE AND TRANSFER OF SHARES; CLOSING

A. **SHARES.** Subject to the terms and conditions of this Agreement, at the Closing, Seller will sell, exchange and transfer the Shares to Purchaser, and Purchaser will purchase the Shares from Seller.

B. PURCHASE PRICE. OTHER AGREEMENTS.

PURCHASE PRICE

The purchase price (the "Purchase Price") for the Shares will be the consideration set forth below, subject to the right of adjustment and set-off as discussed in this Agreement:

- (1) Two Thousand-U.S. Dollars (\$2,000.00) by cashier's check, and
- (2) Contribution of Thirty Eight Thousand-U.S. Dollars (\$38,000.00) by cashier's check to the Company checking account as a contribution to capital, along with the contemporaneous satisfaction of three (3) corporate obligations as follows:

- (a) the Company Chase Bank credit card ending 8845;
- (b) the Company Chase Bank credit card ending 7242; and
- (c) the balance applied to the Company Chase credit line account

in seller's name TSS
in seller's name TSS

OTHER AGREEMENTS

Purchaser further agrees as a further consideration of this transaction to provide as follows:

(1) Acknowledgement that as the successor president of the Company, that he is assuming all remaining Company liabilities, per the attached **Exhibit A**, including, but not limited to, all arrearages, current and future liabilities with respect to the Company's lease with The Metts Company, with respect to 1250 Bardstown Road, Louisville, Kentucky. Purchaser shall further provide to Seller a personal hold harmless and indemnity of Seller from all of said Company liabilities, including the lease, which shall be attached as **Exhibit B** hereto. Specifically, herein, Purchaser assumes full responsibility for all bills of the Company, both past and present, provided that they are identified and listed on a spreadsheet created by Judy Ginthum (a bookkeeper independent contractor hired at the request of Purchaser by the Company) prior to the contract signing. This list will include company balances (current & past due), the service provided, contact name & phone number, and payment due date. This includes all credit cards and lines-of-credit, but excluding Seller's home equity line mortgage as ratified by Seller by indemnity in **Exhibit B-1** hereunder.

(2) Purchaser shall also tender at closing as **Exhibit C** hereto, The Metts Company's actual release of Seller from his personal guaranty under the Company's lease with The Metts Company.

C. CLOSING. The purchase and sale (the "Closing") provided for in this Agreement will take place at 4175 Westport Rd., Unit 106, Louisville, Kentucky 40207 on or before October 30, 2009, or at such other time and place as the parties may agree. Subject to the provisions of Section 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

D. EXCLUSIONS. SPECIFICALLY EXCLUDED FROM THIS SALE ARE ALL VIDEO AND AUDIO ARCHIVES, TSM FILES, PROPERTY, AND FRAMED ARTWORK and PRESS ARTICLES, ALL OF WHICH ARE ACKNOWLEDGED BY PURCHASER TO BE THE PERSONAL PROPERTY OF SELLER AND/OR TSM, INC. COPIES OF PRESS ARTICLES ARE AVAILABLE FOR PURCHASER'S USE IN COMPANY ARCHIVES. THERE ARE LICENSE PROVISIONS OF INTELLECTUAL PROPERTY RIGHTS SET FORTH ELSEWHERE IN THIS AGREEMENT. HOWEVER, SELLER AND PURCHASER WILL WORK OUT THE DIVISION OF FRAMED ART WORK THAT BELONGS TO THE SELLER AND THAT WILL BE RETAINED BY THE COMPANY. THE RETAINING PARTY WILL EITHER MAKE COPIES FOR THE OTHER PARTY OR MAKE AVAILABLE THE ART WORK TO THE OTHER PARTY FOR COPYING.

E. CLOSING OBLIGATIONS. At the Closing:

1. Seller will deliver to Purchaser:
 - (a) certificates representing the Shares, duly endorsed, along with a Bill of Sale (attached as **Exhibit D** hereto);
 - (b) a certificate executed by Seller representing and warranting to Purchaser that each of Seller's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date (attached as **Exhibit E** hereto).
2. Purchaser will deliver to Seller:
 - (a) the cashier's check above referenced in Paragraph 2B
 - (b) a list of the credit card account payoffs (attached as **Exhibit F** hereto);
 - (c) a certificate executed by Purchaser to the effect that, except as otherwise stated in such certificate, each of Purchaser's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date (attached as **Exhibit G** hereto); and
 - (d) the full release of Seller by The Metts Company from the personal guarantee, arrearages and future obligations of the Company with respect to the lease at 1250 Bardstown Road, Louisville, Kentucky 40204, and all credit card obligations.

F. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

- (1) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Kentucky, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under Applicable Contracts.
- (2) Seller has delivered to Purchaser and Purchaser has acknowledged receipt of copies of the Organizational Documents of the Company, as currently in effect.
- (3) This Agreement (assuming due execution and delivery by Purchaser) constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of the Seller's Closing Documents (assuming due execution and delivery by all other parties) will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the Seller's Closing Documents and to perform his obligations under this Agreement and the Seller's Closing Documents.

(4) Except as set forth herein neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Company, or (B) any resolution adopted by the board of directors or the shareholders of the Company;

(b) contravene, conflict with, or result in a violation of or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which the Company or any Seller, or any of the assets owned or used by the Company, may be subject (with the exception of (a) the lease aforesaid which is being assumed hereby in the manner set forth in D.B.II above and (b) a potential claim that may be raised by the former Clemmie Gilstrap, individually and as executor and apparent beneficiary of the Jeff Gilstrap estate as well as the estate of Jeff Gilstrap which claim Seller genuinely believes is worthless and unenforceable due to laches;

(c) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by the Company or that otherwise relates to the business of, or any of the assets owned or used by, the Company;

(d) cause Purchaser or the Company to become subject to, or to become liable for the payment of, any Tax by reason of the sale of Seller's common stock of the Company;

(e) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; or

(f) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by the Company.

Except as set forth otherwise herein, neither any Seller nor the Company is or will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

G. CAPITALIZATION

Seller is and will be on the Closing Date the record and beneficial owner and holder of all of the authorized equity securities of the Company, free and clear of all Encumbrances, which shares are issued and outstanding and constitute the Shares. All of the outstanding equity securities of the Company have been duly authorized and validly issued and are fully paid and nonassessable. There are no Contracts relating to the issuance, sale, or transfer of any equity securities or other securities of the Company. None of the outstanding equity securities or other securities of the Company was issued in violation of any Legal Requirement.

H. FINANCIAL STATEMENTS AND CORPORATE RECORDS; BOOKS AND RECORDS

Seller has delivered to Purchaser or made available for a period of at least six (6) months for Purchaser's and Judy Ginthum's inspection all financial records of the Company, and Purchaser is fully acquainted with and satisfied with same. The books of account, minute books (there are no recent minutes of the Company), stock record books, and other records of the Company, all of which have been made available to Purchaser, are complete and correct and have been maintained in accordance with sound business practices.

I. TITLE TO PROPERTIES; ENCUMBRANCES; CONDITION AND SUFFICIENCY OF ASSETS

All leaseholds and contracts have been disclosed, are in good standing (except the leasehold is in delinquent status, and Purchaser is assuming all arrearages and future liability thereon), and Purchaser is fully acquainted with and satisfied with same. The equipment of the Company remaining after this purchase is in normal operating condition and repair, and are adequate for the uses to which they are being put, and the Purchaser has examined same, is fully acquainted with its condition, and accepts same in "as-is", "where-is" condition,

J. ACCOUNTS RECEIVABLE; INVENTORY

The company conducts business on a cash basis. All accounts receivable of the Company shall remain with the Company by virtue of this purchase. The Seller otherwise makes no warranties with respect to the collectability of said receivables. All inventory of the Company, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete items and items of below-standard quality, all of which have been disposed of or otherwise agreed to be accepted by the Purchaser.

K. NO UNDISCLOSED LIABILITIES

Except as set forth herein, the Company has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise).

L. TAXES

(1) The Company has filed or caused to be filed on a timely basis all Tax Returns that are or were required to be filed by or with respect to it, pursuant to applicable Legal Requirements. Seller have made available to Purchaser copies of, and Part 3.11 of the Disclosure Letter contains a complete and accurate list of, all such Tax Returns filed for the Company's three (3) most recent tax years. The Company has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by Seller or the Company, except such Taxes as are otherwise described herein. The Company has no knowledge of any impending audits.

(2) All Tax Returns filed by (or that include on a consolidated basis) the Company are true, correct, complete, and there are no material adverse changes thereto.

(3) Purchaser will assume and maintain (by filing all required paperwork and returns related thereto) all of the Company's tax accounts, including federal withholding, state and local withholding, federal and state unemployment accounts, and state sales taxes, all of which numbers are delivered herewith by Seller and Company to Purchaser. Seller has verbally advised Purchaser of one potential unemployment claim that Seller has been made aware of (Coates).

M. EMPLOYEE BENEFITS

There are no employee benefits, no policies, and no obligations in effect.

N. COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS

Except as set forth herein, the Company is, and at all times has been, in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets, and no event has occurred or circumstance exists that (1) may constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any Legal Requirement, or (2) may give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of any remedial action of any nature; and (3) the Company has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

O. LEGAL PROCEEDINGS; ORDERS

Except as set forth herein (Coates, e.g.), there is no pending proceeding that has been commenced by or against the Company or that otherwise relates to or may affect the business of,

or any of the assets owned or used by, the Company; or that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, this transaction. Seller is available to testify with respect to any matters that should arise following the closing of this sale.

P. CONTRACTS; NO DEFAULTS

Delivered herewith and attached hereto is a complete and accurate list of each contract to which the Company is a party, and all of same were entered into in its ordinary course of business, including the lease with the Metts Company at the premises known as 1250 Bardstown Road, Louisville, Kentucky. Except as provided herein with respect to delinquencies, which the Purchaser is assuming, the Company is in compliance with said contracts, to all of which the Purchaser has had full access and is familiar with.

Q. INSURANCE

Seller has delivered to Purchaser true and complete copies of all policies of insurance to which the Company is a party or under which the Company, or any director of the Company, is or has been covered at any time during the current year and all pending applications for policies of insurance and any notices of nonrenewal or pending claims thereof. (There is a claim filed with the Company's insurance carrier on a slip and fall claim by Lisa Gootee, of which claim Purchaser is aware.

R. ENVIRONMENTAL MATTERS

Except as set forth herein, the Company is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law, and the Company has no notice otherwise.

S. EMPLOYEES

(a) The Company has provided a complete and accurate list of the following information for each employee of the Company, including each employee on leave of absence or layoff status: name; job title; current compensation paid or payable and any change in compensation since the first day of its most recently completed fiscal year.

(b) No employee of the Company is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between such employee or director and any other Person ("Proprietary Rights Agreement") that in any way adversely affects or will affect (i) the performance of his duties as an employee of the Company, or (ii) the ability of the Company to conduct its business. To Seller's Knowledge, no employee of the Company intends to terminate his employment with the Company.

(c) The Company has not been and is not a party to any collective bargaining or other labor Contract, and no event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute.

T. INTELLECTUAL PROPERTY

(a) Seller and the Company have provided to Purchaser a list all of the Intellectual Property Assets which the Company has either been permitted to use or has been licensed to use. From this point forward, and at the sole discretion and to the complete satisfaction (not unreasonably exercised) of TSM Artists, Inc. ("TSM"), which Seller is owner thereof, Seller shall cause TSM to license the name of "Comedy Caravan" to the Company and only so long as Purchaser is the owner thereof and TSM agrees, and only at the location of 1250 Bardstown Road, Louisville, KY 40204, for the sum of \$ 1.00 per fiscal year following the closing of this sale. In other words, the use of the name "Comedy Caravan" is tied to the lease with The Metts Company or its successor in interest, or the use by Purchaser (but not necessarily his Successor Purchaser) at another location in Louisville as long as TSM Booking Services are exclusively used by the Company. Also the use is conditioned upon the requirement that the name is not misused, derogated, tarnished, or otherwise abused. Purchaser could pass the name to a successor Purchaser but different terms must be negotiated with the Seller in such event. No other intellectual property rights are hereby conferred, transferred, licensable or usable by Seller or TSM to the Company and the Purchaser. TSS
[Signature]

(b) Except as disclosed herein, the Company is not a party to any license agreement. These are as follows: (1)ASCAP; and (2)BMI.

U. BROKERS OR FINDERS

Seller, the Company, and the Purchaser and their agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

V. DISCLOSURE

No representation or warranty of Seller in this Agreement and no statement in the Disclosure Letter omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

W. FUTURE OBLIGATIONS; CONSULTING SERVICES

Purchaser acknowledges that TSM Artists, Inc. has engaged in the business of booking comedy shows prior to the creation of the Company and understands that TSM will remain in the booking business. Bearing this in mind, the parties hereto agree as follows:

(1) As a further consideration herein, Seller agrees not to invest in, manage, or operate another comedy club (deemed herein to constitute a full-time business primarily

presenting comedy shows) within 25 miles of 1250 Bardstown Road, Louisville, Kentucky, 40204, for a period of five years from the date hereof.

(2) Seller, by and through TSM, retains the right to provide comedy entertainment for private events not advertised to the general public.

(3) Seller also retains the right, by and through TSM, to provide comedy entertainment for other venues within 25 miles of 1250 Bardstown Road, Louisville, Kentucky, not to exceed two nights per week per venue; provided, however, only one of such venues would operate more than one night per week with TSM comedians.

(4) Seller agrees that Seller and TSM shall maintain office space with the Company through December 31, 2010 at no expense or rent or utilities to Seller in exchange for booking services, as long as the Company and Purchaser exclusively use Seller and TSM for booking services. Once Seller and TSM leave said premises, the booking services will be charged at a discounted fee of 7.5%, and the parties agree through December 31, 2010, to the following:

(a) Seller will book the comedians for the Company in exchange for office space and utilities.

(b) Seller will consult with Purchaser in booking procedures for the Company.

(c) Seller, if requested, will be available for periodic consulting with respect to the creation of commercials, operational procedures, productions and promotions for the Company.

(d) Seller will lend his expertise and direction to Company decisions during the 180 days of transition following change of ownership (closing date).

(e) Seller will consult with respect to securing and soliciting fund-raising and group events for the Company.

(f) Seller will agree to be an approved check-signer for the Company, if requested, but shall not have check-signing privileges with respect to any payroll, withholding, sales, or any tax payment checks and disbursements, and Seller specifically shall have no responsibility or involvement with same whatsoever.

(g) Seller's agreement to continue participating with respect to any one or more matters set forth in this paragraph V(2), shall continue beyond the initial time agreed to by the parties, upon the mutual and express written agreement of the parties.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

A. AUTHORITY; NO CONFLICT

(1) This Agreement (assuming due execution and delivery by Seller) constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(2) Except as set forth herein, neither the execution and delivery of this Agreement by Purchaser nor the consummation or performance of any of the Contemplated Transactions by Purchaser will give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to:

(a) any Legal Requirement or Order to which Purchaser may be subject;

or

(b) any Contract to which Purchaser is a party or by which Purchaser may be bound.

Except as set forth herein, Purchaser is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

B. CERTAIN PROCEEDINGS

Except as set forth herein, there is no pending Proceeding that has been commenced against Purchaser and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions, and to Purchaser's Knowledge, no such Proceeding has been Threatened.

4. COVENANTS OF SELLER PRIOR TO CLOSING DATE

A. ACCESS AND INVESTIGATION. Seller has already provided and Purchaser acknowledges full access to Purchaser for several months prior hereto, and will cause the Company and its Representatives to, (a) afford Purchaser and its Representatives and prospective lenders and their Representatives (collectively, "Purchaser's Advisors") full and free access to the Company's personnel, properties (including subsurface testing), contracts, books and records, and other documents and data, (b) furnish Purchaser and Purchaser's Advisors with copies of all such contracts, books and records, and other existing documents and data as Purchaser may reasonably request, and (c) furnish Purchaser and Purchaser's Advisors with such additional financial, operating, and other data and information as Purchaser may reasonably request.

B. OPERATION OF THE BUSINESSES OF THE COMPANY. Between the date of this Agreement and the Closing Date, Seller will, and with the full observation of Purchaser, cause the Company to:

- (1) conduct the business of the Company only in the Ordinary Course of Business;
- (2) use its Best Efforts to preserve intact the current business organization of the Company, keep available the services of the current officers, employees, and agents of the Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with the Company;
- (3) confer with Purchaser concerning operational matters of a material nature; and
- (4) otherwise report periodically to Purchaser concerning the status of the business, operations, and finances of the Company.
- (5) Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing Date, Seller will not, and will cause the Company not to, without the prior consent of Purchaser, take any affirmative action, or fail to take any reasonable action within their or its control, to maintain the viability of the Company, or will otherwise advise the Purchaser of any problem relating thereto.

5. COVENANTS OF PURCHASER PRIOR TO CLOSING DATE

A. APPROVALS OF GOVERNMENTAL BODIES

As promptly as practicable after the date of this Agreement, Purchaser will take all required steps to secure the finances necessary to consummate this agreement, including, but not limited to, the securing of all alcohol beverage licenses, and will cause each of its Related Persons to, make all filings required by Legal Requirements to be made by them to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing Date, Purchaser will, and will cause each Related Person to, cooperate with Seller with respect to all filings that Seller are required by Legal Requirements to make in connection with the Contemplated Transactions.

B. BEST EFFORTS

Between the date of this Agreement and the Closing Date, Purchaser will use his Best Efforts to cause the all legal requirements to transfer the alcoholic beverage licenses and any other business licenses associated with this sale, including, but not limited to, the finalization and execution of a new lease or an assumed lease with The Metts Company, along with the release of liability of Seller as aforesaid.

6. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

Purchaser's obligation to purchase the Shares and to take the other actions required to be taken by Purchaser at the Closing is subject to the Compliance by Seller of its responsibilities herein.

A. SELLER'S PERFORMANCE

(1) Purchaser acknowledges that all of the covenants and obligations that Seller are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), have been duly performed and complied with in all material respects. (See Schedule H attached hereto).

(2) Purchaser acknowledges that each document required to be delivered herewith must have been delivered, and the covenants and obligations herewith have been performed and complied with in all respects.

B. ADDITIONAL DOCUMENTS

Each of the following documents must have been delivered to Purchaser:

(1) resignations of all officers and directors of the Company, effective as of the Closing, and (2) Purchaser acknowledges receipt of all such other documents as Seller or Company is required to deliver to the Purchaser as provided herein.

C. NO CLAIM REGARDING STOCK OWNERSHIP OR SALE PROCEEDS; NO PROHIBITION

Other than as has been disclosed to Purchaser (and Purchaser is fully aware of) regarding Clemmine Gilstrap individually, as Executor and apparent beneficiary of the estate of Jeff Gilstrap, and the estate of Jeff Gilstrap, there must not have been made or Threatened by any Person any claim asserting that such Person (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any share of, or any other voting, equity, or ownership interest in, the Company, or (b) is entitled to all or any portion of the Purchase Price payable for the Shares. Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Purchaser or any Person affiliated with Purchaser to suffer any material adverse consequence under, (a) any applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that has been published, introduced, or otherwise proposed by or before any Governmental Body.

7. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Shares and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

A. ACCURACY OF REPRESENTATIONS

All of Purchaser's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

B. PURCHASER'S PERFORMANCE

(1) All of the covenants and obligations that Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects, including, but not limited to the full release of Seller's guarantee of the leasehold of the Company with the Metts Company with respect to 1250 Bardstown Road, Louisville, Kentucky, as well as Purchaser's steps to remove Seller from all other Seller guaranteed obligations of the Company, credit cards, lines of credit, and the like as listed in **Exhibit A** hereto. (See **Schedule I** attached hereto.)

(2) Purchaser must have delivered the compensation required to be delivered by Purchaser pursuant to Section 2B(2) hereinabove.

(3) NO INJUNCTION

There must not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the sale of the Shares by Seller to Purchaser, and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

C. NO PROCEEDINGS

Since the date of this Agreement, there must not have been commenced or Threatened against Purchaser, or against any Person affiliated with Purchaser, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

8. TERMINATION

A. TERMINATION AND ACKNOWLEDGEMENTS

This Agreement may, by notice given prior to or at the Closing, be terminated:

(1) by either Purchaser or Seller if a material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been waived;

(2) by mutual consent of Purchaser and Seller; or

(3) by either Purchaser or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before November 1, 2009, or such later date as the parties may agree upon.

(4) Provided, however, Purchaser has acknowledged that all of the conditions herein to be satisfied by Seller have been satisfied as of the Closing Date, unless otherwise noticed to Seller prior to 10 days before the date of closed;

B. EFFECT OF TERMINATION

Each party's right of termination hereunder is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to this section, all further obligations of the parties under this Agreement will terminate; provided, however, that if this Agreement is terminated by a party because of the Breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

9. INDEMNIFICATION; REMEDIES

A. SURVIVAL; RIGHT TO INDEMNIFICATION NOT AFFECTED BY KNOWLEDGE

All representations, warranties, covenants, and obligations in this Agreement, the certificate delivered pursuant hereunder, and any other certificate or document delivered pursuant to this Agreement will survive the Closing, and each party shall indemnify the other for any damages and attorney's fees with respect to any breach of the defaulting party's obligations or covenants hereunder that exceed the sum of \$500.00. Provided, however, the parties hereto understand that credit card statements and other arrearages may need to be updated following closing, and there may be adjustments up or down to which the parties agree to satisfy in full or refund in full as a post-closing item. Fairness and equity shall control over the compliance by both parties to this provision as well as the entire agreement.

10. GENERAL PROVISIONS-EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. Seller will cause the Company not to incur any out-of-pocket expenses in connection with this Agreement. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party. Provided, however, accounting fees incident to providing the information necessary for verification to Purchaser's satisfaction that all information is correct clearing Purchaser's procession to closing shall be borne and satisfied by the Company as an account payable.

11. CONFIDENTIALITY

Between the date of this Agreement and the Closing Date, Purchaser and Seller will maintain in confidence, and will cause the directors, officers, employees, agents, and advisors of Purchaser and the Company to maintain in confidence, any written information stamped "confidential" when originally furnished by another party or the Company in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by legal proceedings.

If the Contemplated Transactions are not consummated, (a) each party will return or destroy as much of such written information as the other party may reasonably request, and (b) Seller waive, and will upon Purchaser's request cause the Company to waive, any cause of action, right, or claim arising out of the access of Purchaser or its representatives to any trade secrets or other confidential information of the Company except for the intentional competitive misuse by Purchaser of such trade secrets or confidential information.

12. NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telefax (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telefax numbers set forth below (or to such other addresses and telefax numbers as a party may designate by notice to the other parties):

Seller:
Tom Sobel
3104 Dorilton Court
Louisville, KY 402

With a copy to:
James L. Fine, Attorney
4175 Westport Road, Suite 106
Louisville, KY 40207

Purchaser:
Darrell Holladay
P. O. Box 4971
1250 Bardstown Road
Louisville, KY 40204

with a copy to:

13. JURISDICTION; SERVICE OF PROCESS

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Jefferson, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Kentucky, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

14. FURTHER ASSURANCES

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

15. WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege

or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

17. ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

Neither party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the heirs, executors, administrators, estates, living trusts, successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19. SECTION HEADINGS, CONSTRUCTION

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

20. TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

21. GOVERNING LAW

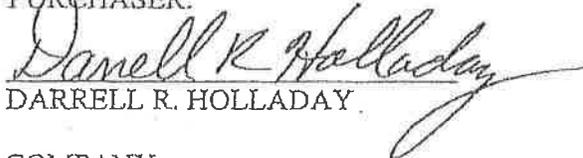
This Agreement will be governed by the laws of the State of Kentucky without regard to conflicts of laws principles.

22. COUNTERPARTS

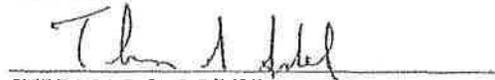
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

PURCHASER:


DARRELL R. HOLLADAY

SELLER:


THOMAS S. SOBEL

COMPANY

COLDSTREAM EQUITY GROUP, INC.,
A Kentucky corporation

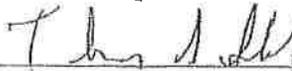
By: 
President

EXHIBIT A

COMPANY LIABILITIES OF COLDSTREAM EQUITY GROUP, INC.

SCHEDULE C

THE METTS COMPANY RELEASE OF SELLER

SCHEDULE E

SELLER'S CERTIFICATE OF REPRESENTATIONS
& WARRANTIES

The undersigned, _____, THOMAS S. SOBEL ("SELLER"), pursuant to a SHARE PURCHASE AGREEMENT (the "agreement") dated as of this 3rd day of October, 2009, hereby certifies to DARRELL R. HOLLADAY, ("Purchaser"), as follows:

1. The representations and warranties of SELLER set forth in the agreement are true and correct in all material respects as of the date hereof, except to the extent set forth below.
2. The conditions precedent to SELLER's obligations to consummate the asset purchase contemplated by the agreement have been satisfied or waived by SELLER.

This certificate is executed this 3rd day of October, 2009.



THOMAS S. SOBEL

SCHEDULE E

A LIST OF THE COMPANY CREDIT CARD/ACCOUNT PAYOFFS

SCHEDULE G

PURCHASER'S CERTIFICATE

The undersigned hereby certifies that he has complied with all due diligence and document production requirements under the Asset Purchase Agreement.

This certificate is executed this 30 day of October, 2009.


DARRELL R. HOLLADAY

SCHEDULE H

SELLER'S CERTIFICATE OF PERFORMANCE

The undersigned hereby certifies that he has complied with all due diligence and document production requirements under the Asset Purchase Agreement.

This certificate is executed this 30th day of October, 2009.



THOMAS S. SOBEL

SCHEDULE I
PURCHASER'S CERTIFICATE OF REPRESENTATIONS
& WARRANTIES

The undersigned, Darrell R. Holladay DARRELL R. HOLLADAY, ("Purchaser"), pursuant to an Asset Purchase Agreement (the "agreement") dated as of this 30 day of October, 2009, hereby certifies to THOMAS S. SOBEL ("SELLER"), as follows:

1. The representations and warranties of Purchaser set forth in the agreement are true and correct in all material respects as of the date hereof, except to the extent set forth below.
2. The conditions precedent to Purchaser's obligations to consummate the asset purchase contemplated by the agreement have been satisfied or waived by Purchaser.

This certificate is executed this 30 day of October, 2009.


DARRELL R. HOLLADAY

1800 945 2006

TSM

CHASE #	ACCOUNTS				
CONF # 813558832			\$8,751.80	SPEEDWAY	TOM SOBEL
Paid	ck# 3068	17340.00	\$7,296.00	CEG	COLDSTREAM EQUITY GROUP ✓
			\$38,501.52	HOME EQUITY	TOM SOBEL ✓
			\$4,337.40	TSM	TSM ✓
CONF # 8135506779			\$13,363.94	TSM	TOM SOBEL ✓

\$ 38,000.00

DARRELL R. HOLLADAY 07-05
DEBORAH HOLLADAY
1426 RUTLAND CLUB CT.
LOUISVILLE, KY 40245

21-131 13
330
54645220

DATE 11-2-09

PAY TO THE ORDER OF Tom Seibel \$ 2,000.00
Two thousand & 00/100 DOLLARS

REPUBLIC BANK Trust Company
Member FDIC

MEMO Colleen - Stock Purchase Darrell R. Holladay

PROVIDE

DATE 10-30-09

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

CURRENCY ▶

21-10/830
033

COIN ▶



PNC Bank, N.A. 050
Kentucky

USE OTHER SIDE FOR
ADDITIONAL LISTING.
BE SURE EACH ITEM IS
PROPERLY ENDORSED.

TOTAL ITEMS

Cashiers Check
Darrell Holladay

38000.00

H
E
C
K
S

COLDSTREAM EQUITY GROUP 06-05
DBA COMEDY CARAVAN
P.O. BOX 4971
LOUISVILLE, KY 40204

OR TOTAL FROM OTHER SIDE

\$ 38000.00



CASHIER'S CHECK

130288

78-217/830

Darrell Holladay

FOR

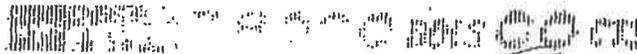
DATE OCTOBER 30, 2009

REMITTER

DRAWN TO THE
ORDER OF

COMEDY CARAVAN

\$ 38,000.00



Commonwealth
Bank & Trust Company
4360 Brownsboro Road, Suite 310
Louisville, KY 40207

John Lewis
NON-NEGOTIABLE

Avi



050
MID CITY MALL (033)
1250 BARDSTOWN ROAD
LOUISVILLE KY 40204
Cashbox 01 AM

* OTC Deposit Check
13:19 OCT 30 2009
Account Number XXXXX9201
Tran Amount \$38,000.00
W/S ID WNS000DD Sequence Number 00065
Batch 401

This deposit or payment is accepted subject to verification and to the rules and regulations of this bank. Deposits pay not be available for immediate withdrawal. Receipt should be held until verified with your statement.

34169
21-10/030
023

PNC Bank, N.A.
Kentucky 050

06-05
COLDSTREAM EQUITY GROUP
DBA COMEDY CARAVAN
P.O. BOX 4971
LOUISVILLE, KY 40204

11/2/2009

PAY TO THE
ORDER OF Chase Bank

\$ **17,340.06

Seventeen Thousand Three Hundred Forty and 06/100***** DOLLARS

Chase Bank
PO Box 9001020
Louisville, Ky. 40290-1020

MEMO

TOM SOBEL HOME EQUITY

AUTHORIZED SIGNATURE

[Redacted Signature]

Chase Bank
2100B · Tom Sobel

11/2/2009

TOM SOBEL HOME EQUITY

34169

17,340.06

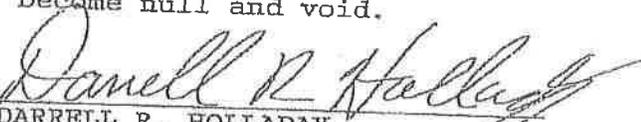
INVOICE	BALANCE	
CHASE CARD	7508.43	
LG&E	0	
DUPLICATOR SALES	1917.63	
DUPLICATOR SALES	115.73	
KESA (WORKERS COMP)	0	
ISLAND OASIS	1709.85	
BLACK DIAMOND PEST CONTI	0	
AICCO (INSURANCE)	1334.05	
SAMS CLUB DUES	0	
PERSIMMON RIDGE GOLF	0	
METTS COMPANY	61701.8	
HUMANA INSURANCE	0	
CARE SECURITY	0	
LG&E	0	
CHASE CARD		
INSIGHT	0	
TRAVEL HOST	2600	DISPUTED
LOUISVILLE PUBLIC MEDIA	745	
SAFAI ENTERPRISES	0	
ACE SIGNS & GRAPHICS	0	
BOURKE ACCOUNTING	0	
BOURKE ACCOUNTING	0	
XPEDX STORES	0	
CLIFFORD DISTRIBUTING	3803.71	
HIGHLAND COMMERCE GUILC	0	
PRINT MANAGEMENT PART.	0	
FESCO FASSCO	0	
RAWLINGS CREATIVE GRP	2600	
B & J TAX SERVICE	0	
NETWORK FAILURE	0	
SOUND BOOTH UPGRADE	0	
COURIER JOURNAL	2445	
ASCAP MUSIC LICENSE	116.76	
BMI MUSIC LICENSE	2025	
CALEB CC LOAN	4000	
CHASE LINE OF CREDIT	\$ 33,331.42	
LEO ADVERTISING	3636	
BUSINESS LICENSE ABC		

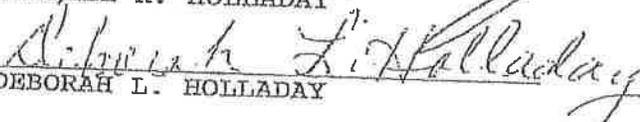
129590.38

PROMISSORY NOTE

October 30, 2009

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of THOMAS S. SOBEL ("Sobel") the principal sum of Twenty-Thousand Dollars (\$20,000.00), with no interest thereon, plus such other sums as become due, but remain unpaid, between this date and March 31, 2010, to The Metts Company ("Metts") under that certain commercial lease between COLDSTREAM EQUITY GROUP, INC. and Metts, on or before March 31, 2010 or such sooner date as Sobel has received his full release of liability from Metts under said lease. Upon receipt of such release, this obligation shall automatically become null and void.

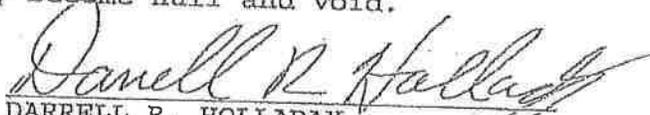

DARRELL R. HOLLADAY

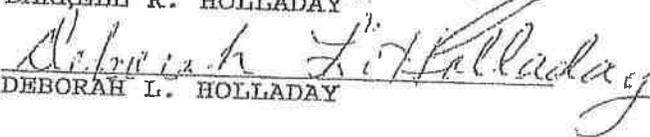

DEBORAH L. HOLLADAY

PROMISSORY NOTE

October 30, 2009

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of THOMAS S. SOBEL ("Sobel") the principal sum of Twenty-Thousand Dollars (\$20,000.00), with no interest thereon, plus such other sums as become due, but remain unpaid, between this date and March 31, 2010, to The Metts Company ("Metts") under that certain commercial lease between COLDSTREAM EQUITY GROUP, INC. and Metts, on or before March 31, 2010 or such sooner date as Sobel has received his full release of liability from Metts under said lease. Upon receipt of such release, this obligation shall automatically become null and void.


DARRELL R. HOLLADAY


DEBORAH L. HOLLADAY

CERTIFICATE



To *100* Shares

For

Darrell R. Holladay

Dated *October 30, 2009*
FROM WHOM TRANSFERRED

<i>Dated</i>		
No. ORIGINAL CERTIFICATE	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED

Received Certificate No. *100*
this *30th* day of *October* 2009

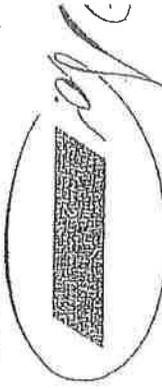
THIS CERTIFIES THAT
 one hundred (100)
 Shares of Common
 GOLDSTREAM EQUITY GROUP, INC.
 transferred to and owned by Darrell R. Holladay
 on this 30th day of October 2009.
 Darrell R. Holladay
 President

STATE OF KENTUCKY
 INCORPORATED UNDER THE LAWS OF KENTUCKY

100 SHARES

U.S. PATENT OFFICE

Certificate



20

Shares

Issued to

Thomas S. Sobel

Issued October 15 19 87

Transferred from

Issued No 10

No Original No of Shares
Shares Transferred

received this Certificate

INCORPORATED UNDER THE LAWS OF THE
STATE OF KENTUCKY

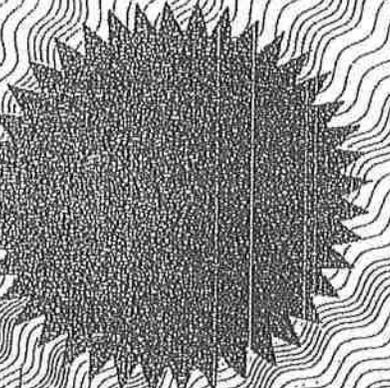


GOLDSTREAM HOLDING GROUP, INC.

GOLDSTREAM HOLDING GROUP, INC.

THOMAS S. SOBEL

20 SHARES COMMON



Shares

20

Each

EXHIBIT

F

0229035.09 doornish
ASN
Trey Grayson, Secretary of State
Received and Filed:
1/11/2011 8:42 AM
Fee Receipt: \$20.00



COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE

Division of Corporations Business Filings PO Box 718 Frankfort, KY 40602 (502) 564-3490 www.sos.ky.gov	Certificate of Assumed Name (Domestic or Foreign Business Entity)	ASN
---	---	------------

Pursuant to the provisions of KRS 365, the undersigned applies to assume a name and, for that purpose, submits the following statement:

1. The assumed name is:

COMEDY CARAVAN

2. The name of the business entity (and in the case of general partnership, the partners) that is/are adopting the assumed name:

COLDSTREAM EQUITY GROUP, INC.

Name must be identical to the name on record with the Secretary of State.)

3. The "real name" is (you must check one):

- | | |
|---|--|
| <input type="checkbox"/> a Domestic General Partnership | <input type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Limited Liability Partnership | <input type="checkbox"/> a Foreign Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input checked="" type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input type="checkbox"/> a Domestic Limited Liability Company | <input type="checkbox"/> a Foreign Limited Liability Company |

4. The business is organized and existing in the state or country of KENTUCKY

5. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is _____
(Delayed effective date and/or time)

6. The mailing address is:

P O BOX 4971 LOUISVILLE, KENTUCKY 40204
Street Address or Post Office Box Numbers City State Zip

I declare under penalty of perjury under the laws of Kentucky that the foregoing is true and correct.

	<u>DARRELL R HOLLADAY</u>	<u>PRESIDENT</u>	<u>12/30/10</u>
Authorized Party Signature	Printed Name	Title	Date

(08/10)

EXHIBIT

G

