ESTTA Tracking number: **ESTTA517741**

Filing date: **01/24/2013**

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

Proceeding	92056403
Party	Defendant Furi Global LLC
Correspondence Address	FURI GLOBAL LLC 730 SOUTH GRIFFITH PARK DRIVE BURBANK, CA 91506 UNITED STATES jpascoe@furiglobal.com
Submission	Other Motions/Papers
Filer's Name	justin pascoe
Filer's e-mail	jpascoe@furiglobal.com
Signature	/justinpascoe/
Date	01/24/2013
Attachments	contact with watch entertainment counsel.pdf (1 page)(97479 bytes) copy of asset purchase agreement for trademark[1].pdf (8 pages)(4882085 bytes)

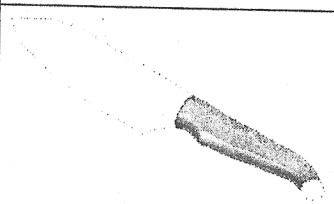
From: Justin Pascoe [mailto:jpascoe@furiglobal.com]

Sent: Wednesday, January 23, 2013 3:10 AM

To: 'Justin Pascoe'; 'rsilverman@goldenbook.com:'; ejaffe@goldenbook.com

Subject: RE: re Furi Global Good evening I am following up with you to offer up the following suggestions. I am about to post a motion to extend again for the following reasons. I have purchased this trademark under the asset purchase agreement as attached with the seller representing and warranting it up for sale as “Clear Title”. I don’t understand or have any knowledge of the details behind the prior agreements with Ultra Pro or what discussions were had pre my time with Watch Entertainment , all I know is that this asset, the trademark made up one part of the agreement of which I paid a consideration for with understanding of free title. I am currently travelling at the moment internationally so I am unable to post anything through the mail so electronic communication is best if that suits. I would also like to suggest a conversation be held between myself and you or myself and directly John Hall in order to clear this up an efficient manner Please let me know your thoughts

United States and International Trademark Applications and Registrations
Owned by Furi Brands, Inc.
February 7, 2012

COUNTRY H&H FILE NO. OWNER	MARK CLASS & GOODS	STATUS APP. NO. APP. DATE	REG. NO. REG. DATE RENEW DATE	WHAT'S NEXT?
United States 73237.0021 **Furi Brands, Inc.**	 Class 8 – Knives; professional cooking knives, namely chef knives and kitchen knives The mark consists of the color orange as applied to the handles of knives and related accessories	78/562,101 02/07/2005	REGISTERED on Supplemental Register 3,273,024 07/31/2007	**Section 8 due 07/31/2013** **Renewal due 07/31/2017**
United States 73237.0022 **Furi Brands, Inc.**	**DIAMOND FINGERS** Class 7 – Power operated sharpeners and bases, knife sharpening strips and replacement cutters therefor; power operated polishers; grinding machines for honing, polishing and sharpening blades and knives Class 8 – Manually operated sharpeners and bases, knife sharpening strips and replacement cutters therefor; hand tools, namely, manually operated grinding wheels	**REGISTERED** 77/120,999 03/02/2007	3,728,859 12/22/2009 12/22/2019	**Section 8 & 15 due 12/22/2015** **Renewal due 12/22/2019**
United States 73237.0023 **Furi Brands, Inc.**	East/West Class 8 – Knives, namely chef's knives, kitchen knives and paring knives	79/028,500 08/04/2006	REGISTERED 3,302,909 10/02/2007	**Section 8 & 15 due 10/02/2013** **Renewal due 10/02/2017**

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as March 21 2012, is entered into by and between Furi Global LLC, a California limited liability company ("Buyer"), and Furi Brands, Inc., a Delaware corporation ("Seller"), with reference to the following facts:

WHEREAS, Seller is in the business of manufacturing (or having manufactured), selling and distributing knife products (the "Business") and Seller desires to sell certain of its assets to Buyer and Buyer desires to purchase the same from Seller and Buyer desires to assume certain liabilities of Seller, all on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I

SALE OF ASSETS

1.1 Assets to be Purchased. On the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, for the consideration specified in Section 2.1 hereof, on the Closing Date referred to in Section 3.1 hereof, all of the assets, properties and business of the Seller used in the Seller's Business described below in this Section 1.1, personal and mixed, tangible and intangible, wherever located, except that Seller and PNC Bank, National Association (as agent ("Agent") for the various lenders named in or which hereafter become a party to the Revolving Credit, Term Loan and Security Agreement, dated as of March 22, 2010 and as amended from time to time, among Agent, such lenders, Seller and the other borrowers named therein (said Revolving Credit, Term Loan and Security Agreement and the other agreements and documents entered into in connection therewith, are collectively referred to as the "PNC Loan Documents")) shall each have and maintain the rights to use any such Purchased Assets (as defined below) as is necessary or desirable for Seller and Agent (as the case may be) to sell Seller's existing inventory ("Seller's Inventory"), [redacted] (Agent is an intended third party beneficiary of the foregoing), and (ii) subject only to the exceptions hereinafter set forth:

(a) all tangible assets of any kind, including, but not limited to, those fixed assets identified on Schedule 1.1(a);

(b) all sales literature, brochures, catalogs, all vendor agreements and goodwill relating to the Business;

(c) all customer lists;

(d) all right, title and interests in and to Seller's intellectual properties associated with the Business, including patents, patent applications, domain names, websites, copyrights, trade secrets, trademarks and trade names listed on Schedule 1.1(d) ("Intellectual Property Rights"), subject to the rights of Seller as set forth in the License Agreement (as defined below);

(e) all rights under the Distribution Agreement by and between Seller and McPherson's Consumer Products Pty Limited ("Distribution Agreement");

(f) all permits relating to the Business listed on Schedule 1.1(f); and

(g) all rights under or pursuant to all warranties, representations and guarantees made by suppliers relating to the Business, except as they relate to Seller's Inventory.

The assets, properties and rights that are to be transferred to Buyer are collectively called the "Purchased Assets." Except as otherwise expressly set forth herein, the Purchased Assets are being sold "AS-IS" and "WHERE IS" without any representations or warranties of any kind including, without limitation, any representations or warranties as to fitness for a particular use, other than a representation and warranty of free and unencumbered title to the Purchased Assets as set forth herein. All express and implied warranties are hereby disclaimed to the maximum extent permitted by law.

1.2 Excluded Assets. The Purchased Assets shall not include any amounts in Seller's bank accounts at the Closing Date, Seller's Inventory, any rights under the PNC Loan Documents, any Seller insurance covering Seller's Inventory and accounts receivable, accounts receivable, a[redacted] Seller's corporate charter, original minute books and other documents relating to the organization, maintenance and existence of Seller as a corporation (the "Excluded Assets"). If either party receives cash or payments that belong to the other party, the receiving party shall promptly remit it to the other party.

1.3 Assumed Liabilities. Buyer shall assume, perform and discharge all liabilities and obligations of Seller under the Distribution Agreement, to the extent such liabilities and obligations arise after the Closing Date, (the "Assumed Liabilities").

1.4 Excluded Liabilities. Buyer does not and shall not assume any liabilities or obligations of Company or the Business (collectively, the "Excluded Liabilities"):

(a) arising before the Closing Date (as defined below) related to or involving a claim by a customer or other third party, including any claims involving the Purchased Assets, Distribution Agreement, or Seller's products arising before the Closing Date; or

(b) related to or involving a claim by a customer or other third party, involving the sale of Seller's Inventory by Seller following the Closing Date.

ARTICLE II

PURCHASE PRICE, PAYMENT AND RELATED MATTERS

2.1 Purchase Price. The total purchase price (the "Purchase Price") for the Purchased Assets and the assumption of the Assumed Liabilities shall be [redacted] payable in full in cash on the Closing Date.

2.2 Excise Taxes and Other Costs. All sales, use, documentary and transfer taxes arising out of the sale of the Purchased Assets hereunder, if any, shall be paid by Buyer. Buyer shall also pay all reasonable costs and fees imposed by parties to contracts and agreements assigned to Buyer hereunder which may arise by reason of the transactions contemplated by this Agreement.

ARTICLE III

CLOSING

3.1 Closing. Subject to the satisfaction or waiver of any condition to closing set forth herein, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur on March 21, 2012 ("Closing Date") unless such date is mutually extended by the Parties.

3.2 Actions Taken at Closing. On the terms and subject to the conditions of this Agreement, it is agreed that at the Closing:

(a) Deliveries by Seller. Seller will deliver to Buyer good and sufficient bills of sale, assignments and other instruments of transfer to convey to Buyer good and merchantable title to the Purchased Assets, free and clear of all encumbrances of any kind, which such instruments shall include:

(i) a Bill of Sale and Assignment in the form of Exhibit 3.2(a)(i).

(ii) patent assignments in the form of Exhibit 3.2(a)(ii).

(iii) trademark assignments in the form of Exhibit 3.2(a)(iii),

(iv) copyright assignments in the form of Exhibit 3.2(a)(iv);

(v) an assignment of the Distribution Agreement in the form of Exhibit 3.2(a)(v); and

(vi) a consent and release from PNC Bank, National Association, which acknowledges the release of those certain security interests in the Purchased Assets which Seller granted to PNC in the PNC Loan Documents;

(b) Deliveries by Buyer. Buyer will deliver to Seller:

(i) a wire transfer (pursuant to the wire transfer instructions attached hereto on Schedule 3.2(b)) or bank check in immediately available funds in the amount of the Purchase Price;

(ii) agreements or instruments evidencing Buyer's assumption of the Assumed Liabilities; and

(iii) [redacted]

3.3 Allocation of Purchase Price. Buyer and Seller have agreed to allocate the purchase price among the Purchased Assets as set forth on Schedule 3.3. Such allocation shall be made in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be binding upon Buyer and Seller for all purposes, including financial accounting purposes, regulatory reporting purposes and tax purposes. Buyer and Seller also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the Closing Date, that:

4.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authority to Execute and Perform Agreements. Seller has all requisite power, authority, consents, authorizations and approvals required to enter into, execute and deliver this Agreement and all other agreements and instruments to be executed by Seller in connection herewith and to perform Seller's obligations hereunder and thereunder.

4.3 Due Authorization. Seller has taken, or will have taken by the Closing, all actions necessary to authorize it to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement is the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

4.4 Title to Assets. Seller has good and marketable title to or has the right to use and transfer to Buyer each of the Assets, and the Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever. The delivery to Buyer of this Agreement and any other instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to the Assets in Buyer, free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever.

FINAL

EXHIBIT 3.2(a)(iii)
Form of Evidence of trademarks Assignment to Furi Global LLC

This Assignment, effective as of March __, 2012 (hereinafter the "**Effective Date**"), is made by and between **FURI BRANDS, INC.**, a Delaware corporation ("**ASSIGNOR**"), and **FURI GLOBAL LLC** ("**ASSIGNEE**"), with respect to the marks identified on Exhibit A attached hereto (the "**Marks**").

Pursuant to and in accordance with the provisions and conditions of that certain Asset Purchase Agreement dated as of March __, 2012 between ASSIGNOR and ASSIGNEE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably and unconditionally assigns and transfers exclusively unto ASSIGNEE, its successors and assigns, all rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Marks, including all goodwill symbolized by and/or associated with the Marks and the right to sue, make claims, and recover damages for any and all past, present and future infringements of the Marks; all of such rights, title and interest to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

This Assignment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

FINAL

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

FURI BRANDS, INC.,
a Delaware corporation

By: Robb Warwick
Name: Robb Warwick
Title: Acting Chief Financial Officer/Secretary

ASSIGNEE:

FURI GLOBAL LLC,
a California limited liability company

By: _____
Name: Justin Pascoe
Title: Manager

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

FURI BRANDS, INC.,
a Delaware corporation

By: _____
Name: Robb Warwick
Title: Acting Chief Financial Officer/Secretary

ASSIGNEE:

FURI GLOBAL LLC,
a California limited liability company

By: _____
Name: Justin Pascoe
Title: Manager