

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Family Christian, LLC		08/14/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	FCS Acquisition, LLC		
Street Address:	5300 Patterson Avenue, SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49530		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4334322	FAMILY CHRISTIAN	
Registration Number:	4311331	GREATER GOODS	
Registration Number:	4311330	GREATER GOODS	
Registration Number:	3533722	FAMILY CHRISTIAN STORES	
Registration Number:	2597684	FAMILY CHRISTIAN	
Registration Number:	2547676	FAMILY PERKS	
Registration Number:	2272886	FAMILY CHRISTIAN PRESS	
Registration Number:	2213785	FAMILY CHRISTIAN STORES	
Registration Number:	1949128	PASTOR PERKS	
Registration Number:	1951280	FAMILY PERKS	
Registration Number:	1433364	FAMILY BOOKSTORES	
CORRESPONDENCE DATA			
Fax Number:	7704347376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	770-434-6868		
Email:	tjames@taylorenghish.com		
Correspondent Name:	Jeffrey R. Kuester		
Address Line 1:	1600 Parkwood Circle, Suite 400		

OP \$290.00 4334322

Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	190616-9000
NAME OF SUBMITTER:	Jeffrey R. Kuester
SIGNATURE:	/jrk/
DATE SIGNED:	12/21/2015
Total Attachments: 6 source=00669971#page1.tif source=00669971#page2.tif source=00669971#page3.tif source=00669971#page4.tif source=00669971#page5.tif source=00669971#page6.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is entered into this 14th day of August, 2015, by and among (a) FAMILY CHRISTIAN HOLDING, LLC, a limited liability company formed under the laws of the State of Georgia ("Parent"), and FAMILY CHRISTIAN, LLC, a limited liability company formed under the laws of the State of Georgia, (together with Parent, the "Sellers," and each, individually, a "Seller"), (b) FCS GIFTCO, LLC, a limited liability company formed under the laws of the State of Colorado ("Giftco"), and (c) FCS ACQUISITION, LLC, a limited liability company formed under the laws of the State of Georgia (the "Buyer"). The Sellers, Giftco and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on February 11, 2015 (the "Petition Date") in the United States Bankruptcy Court for the Western District of Michigan (the "Bankruptcy Court"), and such bankruptcy cases are jointly administered under Case No. 15-00643-jtg and are hereinafter referred to as the "Cases;" and

WHEREAS, the Buyer is a subsidiary of Family Christian Resource Centers Inc., a charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, each of the Sellers wishes to sell, transfer, convey, assign and deliver to the Buyer, and the Buyer wishes to purchase, assume and acquire, in accordance with Sections 363, 365, 1123 and the other applicable provisions of the Bankruptcy Code, the Assets (as hereinafter defined), together with the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, subject to the Bankruptcy Court's entry of the Sale Order (as hereinafter defined) as set forth herein, the Buyer shall purchase from the Sellers, and the Sellers shall sell, transfer, convey, assign and deliver to the Buyer, the Assets together with the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Defined Terms. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth for such terms in Article 13.

1.2 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, the Sellers hereby agree that at the Closing, or such other date or dates provided in Section 1.4, they shall sell, transfer, convey and assign to the Buyer, free and clear of all Liens (except for Permitted Liens) and Excluded Liabilities, and the Buyer shall purchase, assume and acquire from the Sellers all right, title and interest of the Sellers in, to and under all of the business, properties, assets and goodwill of whatever kind and nature, real or personal, tangible or intangible, actual or contingent, which are owned or held by the Sellers, other than the Excluded Assets (collectively, the “Assets”), including the following:

(a) All of the interest of the Sellers in and to the Assumed Real Property Leases;

(b) All of the interest of the Sellers in and to the Assumed Contracts, which shall include the Revenue Sharing Agreement between the Sellers and iDLLC, dated February 2, 2014, and the insurance policies listed on Schedule 4.13;

(c) All of the interest of the Sellers in and to all (i) Equipment and leasehold improvements in the Transferred Stores, Distribution Center(s), and the Home Office, and (ii) Equipment at the Excluded Leased Property (collectively, the “Transferred Equipment and Improvements”);

(d) All Licenses (to the extent such Licenses are freely transferable), other than Licenses relating exclusively to any Excluded Leased Property (the “Excluded Licenses”);

(e) All of the interest of the Sellers in Intellectual Property;

(f) All Inventory (the “Transferred Inventory”);

(g) All security and other deposits and advances and all pre-paid expenses maintained by the Sellers, other than the deposits, advances and pre-paid expenses relating exclusively to any Excluded Leased Property (the “Excluded Deposits”);

(h) All Accounts Receivable arising prior to the Closing Date (the “Transferred Accounts Receivable”);

(i) All goodwill of the Sellers associated with the Business as a going concern;

(j) All of the Sellers’ books, records, files, documents and other written or electronic materials, including customer lists, except those related solely to the Excluded Assets or the Excluded Liabilities or expressly included in the Excluded Assets pursuant to Section 1.3;

(k) All claims, deposits, prepayments, prepaid assets, refunds, causes of action, credits, choses in action, rights of recovery, rights of set off and rights of recoupment relating primarily to any of the other Assets, including all rights of the Sellers under any property, casualty, workers’ compensation or other insurance policy (and any collateral

(c) Within five (5) Business Days prior to the Closing Date, Sellers shall provide to Buyer Schedule 4.11(c) which shall list all employees of Sellers.

(d) All contributions, premiums and expenses to or in respect of each Employee Plan for any period through the Closing Date have been timely made or paid in full or, to the extent not required to be made or paid on or before the Closing Date, and a Schedule of such amounts shall be provided to Buyer within five (5) Business Days prior to the Closing Date.

4.12 Intellectual Property.

(a) Schedule 4.12(a) includes a listing of all of the patents, trademark, service mark and copyright registrations, domain names and the pending patent, trademark and copyright applications for Intellectual Property that are owned by the Sellers.

(b) Schedule 4.12(b) includes a listing of all licenses and other agreements to which any Seller is a party that are material to the operation of the Business and pursuant to which any Seller authorizes any other Person to use any Intellectual Property, and also includes a listing of all licenses and other agreements pursuant to which Intellectual Property that is used in and material to the operation of the Business and owned by Persons other than the Sellers is licensed to the Sellers (excluding in each instance licensed software related to back office systems that is not customized for Sellers and is generally available for purchase or lease).

(c) Each material item of Transferred Intellectual Property owned by the Sellers is valid, subsisting and in full force and effect. The Sellers have taken reasonable measures to protect and maintain all of the Sellers' rights in the Transferred Intellectual Property.

4.13 Insurance. Schedule 4.13 contains an accurate and complete list of all material policies or binders of property, general liability, workmen's compensation, automobile liability and pollution legal liability insurance held by or on behalf of the Sellers in connection with the Business.

4.14 Accounts Receivable and Assumed Liabilities. All Transferred Accounts Receivables represent bona fide transactions and have arisen in the ordinary course of business. All of the Assumed Liabilities represent bona fide transactions and have arisen in the ordinary course of business, taking into account the pendency of the Cases.

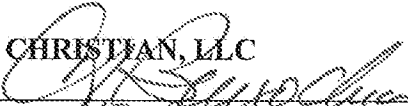
4.15 Termination of Representations and Warranties Upon Closing. The representations and warranties of the Sellers in this Article 4 shall not survive the Closing Date and shall be null and void *ab initio* and of no further force or effect immediately after the Closing Date.

4.16 Disclaimer of Other Representations and Warranties. The representations and warranties set forth in this Article 4 are the only representations and warranties made by the Sellers with respect to the Business, the Assets, the Assumed Liabilities or any other matter relating to the transactions contemplated by this Agreement. Except as specifically set forth in this Article 4: (a) the Sellers are selling the Assets to Buyer "as is" and "where is" and with all faults, and make no warranty, express or implied, as to any matter whatsoever relating to the


This Asset Purchase Agreement is executed by the Parties on the date set forth above.

SELLERS:


FAMILY CHRISTIAN HOLDING, LLC
By: 
Name: Charles Benjochea
Title: President + CEO

FAMILY CHRISTIAN, LLC
By: 
Name: Charles Benjochea
Title: President + CEO

FCS GIFTCO, LLC:

FCS GIFTCO, LLC
By: 
Name: Charles Benjochea
Title: President + CEO

BUYER:

FCS ACQUISITION, LLC
By: 
Name: Charles Benjochea
Title: President + CEO

[Signature Page to Asset Purchase Agreement]

Schedules to the Asset Purchase Agreement
August 14, 2015

Seller:
Family Christian Holding, LLC
Family Christian, LLC
FCS Giftco, LLC

4.12a Intellectual Property

Mark	Country	Reg. #	Reg. D.	App. D.	App. #	Status	Classes	Mark	Goods/Services
FAMILY BOOKSTORES	United States	1433364	3/17/1987	4/3/1986	73591356	Registered	42	(1) TYPED DRAWING	Retail store services in the field of Religious and inspirational merchandise, including books, gifts, arts and crafts, printed music, audio and video tapes, sound recordings, greeting cards, stationery, and church supplies.
PASTORS PERKS	United States	1949128	1/16/1996	3/6/1995	744642872	Registered	42	(1) TYPED DRAWING	Retail store services at discounted pricing in the field of religious and inspirational products.
FAMILY PERKS	United States	1951280	1/23/1996	3/2/1995	744641334	Registered	42	(1) TYPED DRAWING	Retail store services at discounted pricing in the field of religious and inspirational products.
FAMILY CHRISTIAN STORES	United States	2213785	12/29/1998	3/3/1997	75250655	Registered	35	(1) TYPED DRAWING	Retail store services in the field of religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.
FAMILY CHRISTIAN PRESS	United States	2272886	8/24/1999	8/1/1997	75334827	Registered	9, 16	(1) TYPED DRAWING	Audio cassette tapes and CDs featuring prerecorded music, books on tapes and stories. Books; namely, bible references, Christian living, and fiction.
FAMILY PERKS	United States	2547676	3/12/2002	8/19/1998	75539267	Registered	16	(1) TYPED DRAWING	Printed award certificates. [Note: This mark was transferred to FCS by agreement dated July 25, 2007]
FAMILY CHRISTIAN	United States	2597684	7/23/2002	6/4/2001	76266035	Registered	35	(1) TYPED DRAWING	Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.
FAMILY CHRISTIAN	United States	4334322	5/14/2013	9/11/2012	857725463	Registered	35	STYLIZED AND/OR WITH DESIGN	Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.
FAMILY CHRISTIAN STORES (Stylized)	United States	3533722	11/18/2008	4/3/2008	77438845	Registered	35	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Retail store services featuring religious and inspirational merchandise in class 35. To protect color scheme.
GREATER GOODS	United States	4311330	4/2/2013	4/11/2011	85295850	Registered	14, 35	(4) STANDARD CHARACTER MARK	Retail store services in the field of religious and inspirational merchandise, namely gifts, textiles, jewelry, figurines and clothing. For electronic retailing services in the field of Christian market.

Schedules to the Asset Purchase Agreement
August 14, 2015

Seller:
Family Christian Holding, LLC
Family Christian, LLC
FCS Giftco, LLC

4.12a

Intellectual Property

Start	Country	Reg. #	Reg. D.	App. D.	App. #	Status	Classes	Code	Goods/Services
GREATHER GOODS	United States	4311331	4/2/2013	4/1/2011	85295317	Registered	14, 35	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Retail store services in the field of religious and inspirational merchandise, namely gifts, textiles, jewelry, figurines and clothing. For electronic retailing services in the field of Christian market.

TRADEMARK

REEL: 005693 FRAME: 0419

RECORDED: 12/21/2015