

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Memphis Contract Packaging, Inc.		01/06/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	MCP TN, LLC		
Street Address:	126 Seven Farms Drive, Suite 110		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77269542	AFRICAN CROWN	
Serial Number:	88584402	CURL AMOR	
Serial Number:	74471894	DIRT SQUIRT	
Serial Number:	88578463	GRO SECRETS	
Serial Number:	88584642	HAT TRICK	
Serial Number:	88584640	MR MEMPHIS RESERVE	
Serial Number:	77469148	SOFTEE	
Serial Number:	88578517	SOFTEE NATURALS	
Serial Number:	76490726	SOFTSENSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-333-4696		
Email:	info@tamarapester.com		
Correspondent Name:	Tamara Pester		
Address Line 1:	Box 6601		
Address Line 4:	Denver, COLORADO 80206		
ATTORNEY DOCKET NUMBER:	MCP TN Acq		

OP \$240.00 77269542

NAME OF SUBMITTER:	Tamara Pester
SIGNATURE:	/Tamara Pester/
DATE SIGNED:	06/06/2022
<p>Total Attachments: 20</p> <p>source=MCP Assigned TMs#page1.tif source=MCP Assigned TMs#page2.tif source=MCP Assigned TMs#page3.tif source=MCP Assigned TMs#page4.tif source=MCP Assigned TMs#page5.tif source=MCP Assigned TMs#page6.tif source=MCP Assigned TMs#page7.tif source=MCP Assigned TMs#page8.tif source=MCP Assigned TMs#page9.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page1.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page2.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page3.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page4.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page5.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page6.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page7.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page8.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page9.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page10.tif source=IP Portions of Asset Purchase Agreement - MCP TN 1-7-20 -fully executed-cf347489-b278-4994-aa5c-a159d25f0e8a#page11.tif</p>	

Trademark: AFRICAN CROWN

Trademark: AFRICAN CROWN

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T07515526

App Num/Date: 77/269542

Aug 31, 2007

Status: Active

Reg Num/Date: 3655330

Jul 14, 2009

Country: United States

Archive No.: KT-0000

Class(es): 03

Client Div.:

Goods:

3 - NON-MEDICATED HAIR CARE PREPARATIONS.

Due Dates / Actions

Action Type	Status	Due Date
Application	REGISTERED	
Sec 8 - (5th) Anniv.	INSTRUCTIONS NOT	Jul 14, 2014
Sec 8 - (6th) Anniv.	SEC. 8 & 15 ACCEPTED	Jul 14, 2015
First Renewal	INSTRUCTED TO PROCEED	Jul 14, 2019

TRADEMARK

REEL: 007744 FRAME: 0098

Trademark: CURL AMOR and Curved Line Design

Trademark: CURL AMOR and Curved Line Design

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T19719125

App Num/Date: 88584402

Aug 19, 2019

Status: Active

Reg Num/Date:

Country: United States

Archive No.: KK-0000

Class(es): 03

Client Div.:

Goods:

3 - Hair care preparations, hair gels



Action Type	Status	Due Dates / Actions	Due Date
Application	FILED		

TRADEMARK

REEL: 007744 FRAME: 0099

Trademark: DIRT SQUIRT

Trademark: DIRT SQUIRT

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 404004761

App Num/Date: 74471894

Dec 17, 1993

Status: Active

Reg Num/Date: 1877339

Feb 7, 1995

Country: United States

Archive No.: KT-0000

Class(es): 03

Client Div.:

Goods:

3 - HAIR AND SKIN ARE PREPARATIONS; NAMELY, HAND SOAPS, BUBBLE BATHS, AIR SHAMPOOS AND HAIR CONDITIONERS.

Due Dates / Actions

Action Type	Status	Due Date
Application	REGISTERED	
Next Renewal	COMPLETED	Feb 7, 2005
Next Renewal	COMPLETED	Feb 7, 2015
Next Renewal	DUE	Feb 7, 2025

TRADEMARK

REEL: 007744 FRAME: 0100

Trademark: GRO SECRETS

Trademark: GRO SECRETS

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T19718959

App Num/Date: 88578463

Aug 14, 2019

Status: Active

Reg Num/Date:

Country: United States

Archive No.: KK-0000

Class(es): 03

Client Div.:

Goods:

3 - Hair care preparations, hair cleansers, curl enhancers, pomades, hair lotions, hair and scalp conditioners, scalp care preparations

Due Dates / Actions

Action Type	Status	Due Date
Application	FILED	

TRADEMARK

REEL: 007744 FRAME: 0101

Trademark: HAT TRICK

Trademark: HAT TRICK

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T19719124

App Num/Date: 88584642

Aug 19, 2019

Status: Active

Reg Num/Date:

Country: United States

Archive No.: KK-0000

Class(es): 03

Client Div.:

Goods:

3 - Hair care preparations, shampoos, body and skin care preparations, body and skin washes

Due Dates / Actions

Action Type	Status	Due Date
Application	FILED	

TRADEMARK

REEL: 007744 FRAME: 0102

Trademark: MR. Memphis RESERVE (Stylized) inside Hexagon Device

Trademark: MR. Memphis RESERVE (Stylized) inside Hexagon Device

Registrant: MEMPHIS CONTRACT PACKAGING, INC.



Client: Memphis Contract Packaging, Inc.

Case No.: 3T19719126

App Num/Date: 88584640

Aug 19, 2019

Status: Active

Reg Num/Date:

Country: United States

Archive No.: KK-0000

Class(es): 03

Client Div.:

Goods:

3 - Skin and face care preparations, skin and face creams, facial hydration preparations, hair care preparations, pomades, shave creams, beard oils

Due Dates / Actions

Action Type	Status	Due Date
Application	FILED	

TRADEMARK

REEL: 007744 FRAME: 0103

Trademark: SOFTEE

Trademark: SOFTEE

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T08519148

App Num/Date: 77/469148

May 8, 2008

Status: Active

Reg Num/Date: 3642074

Jun 23, 2009

Country: United States

Archive No.: KT-0000

Class(es): 03

Client Div.:

Goods:

3 - Hair care preparations, non-medicated preparations for the scalp, namely, non-medicated scalp conditioners, skin creams, skin lotions, skin moisturizers, skin creams, namely, skin softeners, petroleum jelly for cosmetic purposes, non-medicated foot scrubs, non-medicated foot lotions, and skin moisturizers, namely, foot moisturizers.

Due Dates / Actions

Action Type	Status	Due Date
Application	REGISTERED	
Sec 8 - (5th) Anniv.	INSTRUCTIONS NOT	Jun 23, 2014
Sec 8 - (6th) Anniv.	SEC. 8 & 15 ACCEPTED	Jun 23, 2015
First Renewal	FILED	Jun 23, 2019

TRADEMARK

REEL: 007744 FRAME: 0104

Trademark: SOFTEE NATURALS

Trademark: SOFTEE NATURALS

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 3T19718961

App Num/Date: 88578517

Aug 14, 2019

Status: Active

Reg Num/Date:

Country: United States

Archive No.: KK-0000

Class(es): 03

Client Div.:

Goods:

3 -Hair care preparations, hair cleansers, hair conditioners, curl enhancers, hair lotions, hair pomades, hair masks

Due Dates / Actions

Action Type	Status	Due Date
Application	FILED	

TRADEMARK

REEL: 007744 FRAME: 0105

Trademark: SOFTSENSE

Trademark: SOFTSENSE

Registrant: MEMPHIS CONTRACT PACKAGING, INC.

Client: Memphis Contract Packaging, Inc.

Case No.: 4T06500004

App Num/Date: 76490726

Feb 11, 2003

Status: Active

Reg Num/Date: 3042199

Jan 10, 2006

Country: United States

Archive No.: KT-0000

Class(es): 03

Client Div.:

Goods:

3-Skin soaps, body soaps, face soaps, bath soaps, antibacterial soaps, face, body and skin scrubs and cleansers, essential oils for personal use, bath oils, massage oils, skin, facial, hand and body lotions, creams, and moisturizers, non-medicated skin care preparations, non-medicated sun screen preparations, non-medicated sun tanning and sun enhancing preparations; bath products, namely, bath and shower gels and liquids, milk baths, foam baths, bath body washes, bubble baths, body splashes, body sprays, and bath salts; and non-medicated hair care preparations

Due Dates / Actions

Action Type	Status	Due Date
Application	REGISTERED	
Sec 8 - (5th) Anniv.	INSTRUCTIONS NOT	Jan 10, 2011
Sec 8 - (6th) Anniv.	SEC. 8 & 15 ACCEPTED	Jan 10, 2012
First Renewal	COMPLETED	Jan 10, 2016
Next Renewal	DUE	Jan 10, 2026

TRADEMARK

REEL: 007744 FRAME: 0106

ASSET PURCHASE AGREEMENT

among

MCP TN, LLC, as Buyer,

MEMPHIS CONTRACT PACKAGING, Inc., as Seller

and

Billy R. Hoard and Shannon H. Kee, individually and as Shareholder of Seller

Dated as of January 6, 2020

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Schedules

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Exhibits

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Purchase and Lease Agreement
Exhibit C	Real Property and Leases
Exhibit D-1	Accounts Payable
Exhibit D-2	Payroll
Exhibit D-3	General Accounting Accruals
Exhibit D-4	Working Capital Calculation

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of January 6, 2020, by and among MCP TN, LLC, a South Carolina limited liability company (“**Buyer**”), and MEMPHIS CONTRACT PACKAGING, INC., a Tennessee corporation (“**Seller**”), Billy R. Hoard (as Trustee of a Trust which owns shares of Seller) and Shannon H. Kee (together, “**Shareholder**”).

W I T N E S S E T H:

Seller’s business manufactures personal care products at its facility in Somerville, Tennessee (the “**Business**”).

The individuals defined as “**Shareholder**” are shareholders of Seller.

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, those assets and properties of Seller that are primarily used in the Business, in consideration for the payments described below, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties agree as follows:

1. Purchase and Sale; Consideration; Payment.

1.1 Purchase and Sale. Upon the terms and subject to the conditions contained in this Agreement, at the Closing (as defined in Section 2), Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, receive and accept, or cause to be acquired, received and accepted, from Seller in exchange for the payment the consideration as specified in Section 1.5 and of the Cash Portion of the consideration and assumption of the liabilities specified in Section 1.3 and the other consideration specified in Section 1.5, all of the assets and rights of every nature, kind and description, tangible and intangible that are owned, used or held for use by Seller primarily in or for the operation of the Business (other than the Excluded Assets as defined in Section 1.2), as the same shall exist on the Closing Date (as defined in Section 2) and in each case whether or not recorded on the books and records of Seller (collectively, the “**Acquired Assets**”), free and clear of any and all liens, charges, claims, pledges, security interests or other encumbrances of any nature whatsoever (collectively, “**Liens**”) other than Permitted Liens (as defined below). The Acquired Assets shall include, without limitation, the following assets and rights of Seller (excluding the Excluded Assets) held primarily for use in the Business:

- (a) the Leases listed on Exhibit B.
- (b) the Purchase and Lease Agreement listed on Exhibit C;
- (c) all accounts receivable, including, but not limited to, any listed on Exhibit D, but specifically excluding any accounts receivable from companies which have filed for bankruptcy (“**Acquired Receivables**”), or are more than ninety (90) days past due;
- (d) all prepaid expenses, advances, credits and deposits listed on Schedule 1.12;
- (e) all machinery, equipment, tools and dies, hand tools, vehicles, computers and other data processing hardware (and all software related thereto or used therewith) and other tangible personal property of similar nature, all workstation hardware, including desktop PCs, tablets, mobile devices,

monitors, peripheral devices, printers, large format plotters, scanners, all mobile communication devices including radios, cell phones, office furniture, office equipment, fixtures and other tangible personal property of similar nature primarily related to the Business, including, but not limited to, all items set forth on Seller's fixed asset ledger attached to this Agreement on Schedule 1.1;

(f) all inventory including, without limitation, finished goods, work in process, raw materials, spare parts and supplies;

(g) all interests in each and every item of Intellectual Property as defined in Section 3.10

(h) all leases, agreements and other rights to use, possess, or otherwise with respect to machinery, equipment, vehicles, and other tangible personal property of similar nature to which Seller is a party and that Buyer elects to receive as listed on Schedule 1.1(f), and (ii) all other Material Contracts listed on Schedule 3.12(a), purchase orders listed on Schedule 1.1(g), and customer and supplier contracts listed on Schedule 3.21 (collectively, the "Assigned Contracts"), in each case together with all rights arising under or pursuant to such Assigned Contracts;

(i) rights to payment for work completed or in process arising in connection with the Assigned Contracts;

(j) the following items: all lists of customer, advertiser, subscriber, prospect and supplier databases, marketing literature, electronic systems, software communications equipment, and lists (including mailing lists), catalogs, brochures, safety program materials, quality control materials, program materials, and handbooks relating to the Business, all Business related phone numbers, except the personal mobile phones of the Shareholder, mobile phones other than those of the Shareholder, and graphics files used for branding and marketing including signage, logo, mark, etc.;

(k) all other books, records, files, contracts, plans, notebooks, production and sales data and other data primarily relating to the Business, whether or not in tangible form or in the form of intangible computer storage media such as optical disks, magnetic disks, tapes and all similar storage media;

(l) to the extent assignable and limited to those primarily related to the Business, all licenses, governmental permits, licenses or similar rights;

(m) all rights primarily related to any portion of the Business or the Acquired Assets, including third party warranties and guaranties and other similar contractual rights, as to third parties held by or in favor of Seller, and arising out of, resulting from or relating to the Business or the Acquired Assets; and

(n) all rights to insurance and condemnation proceeds relating to any damage, destruction, taking or other similar impairment of any of the Acquired Assets.

1.2 Excluded Assets. Notwithstanding anything contained in Section 1.1 to the contrary, the Acquired Assets shall not include any properties or assets that are not primarily related to the Business, including the following (the "Excluded Assets"):

(a) the consideration to be delivered to Seller pursuant to this Agreement for the Acquired Assets to be sold to Buyer hereunder and the rights of Seller hereunder;

(b) the certificate of incorporation (or other applicable governing documents), corporate seals, and minute books of Seller;

Closing. With respect to the Real Property: (A) Seller is not in breach or default under the Lease(s); and (B) no consent, approval, authorization or waiver from, or notice to, any Governmental Entity or other Person is required in order to terminate the Lease(s) as a result of the consummation of the transactions contemplated under this Agreement, other than such consents and waivers that have been obtained or will be obtained, and have been delivered or will be delivered to or obtained by Buyer prior to the Closing;

(a) Seller has not leased, subleased or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof, or to the extent it has, will terminate those agreements at Closing; and

(b) all buildings, structures, fixtures, building systems and equipment, and all components thereof, included in the Real Property necessary for same are sufficient in the ordinary course of business for the operation of the Business.

3.10 Intellectual Property.

(a) **“Patents”** means the issued patents, including any and all related foreign counterpart patents, and all pending patent applications primarily used by Seller to conduct the Business. **Copyrights** means registered U.S. Copyrights in works of authorship primarily used by Seller to conduct the Business. **“Trademarks”** means (i) all registered trade names, trademarks, service names and service marks (and applications for registration of the same), and (ii) all unregistered trade names, trademarks, service names and service marks, in each case primarily used by Seller to conduct the Business. **“Trade Secrets”** means all rights and interests pertaining to or deriving from trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory law and common law), business, technical and know-how information, formulae, processes, mixes, methodologies, non-public technical information, and confidential information and rights to limit the use or disclosure thereof by any Person, which are owned by Seller and primarily used in the conduct of the Business. **“Intellectual Property”** means, collectively, Patents, Copyrights, Trademarks, Trade Secrets, and Software. **“Software”** means computer software and firmware including, without limitation, all files on workstations or servers relating to past and present projects, all files relating to customer and sales data, salesforce.com accounts and data, .pst files of all email boxes of past or present employees, all social media accounts primarily used for the Business (Facebook, LinkedIn, Twitter, etc.), licenses for installed business applications such as Microsoft Office, Adobe, Computer-Aided Design (CAD) licenses and files, Building Information Modeling (BIM) licenses and files, data files, source code, object code, algorithms, and software-related specifications and tools and related documentation used by Seller to conduct the Business, excluding mass market software licensed to Seller that is available in consumer retail stores or otherwise commercially available and subject to “shrink-wrap” or “click-through” license agreements. To Seller’s knowledge, none of Seller’s ownership rights in any of the Intellectual Property will be adversely affected by any of the consummation of the transactions contemplated hereby nor result in the loss or impairment of Seller’s right to own or use any of the Intellectual Property or require the consent of any Governmental Entity or third party.

(b) Schedule 3.10 sets forth a complete and accurate list (showing in each case the registered owner, title, mark or name, applicable jurisdiction, application number, patent/registration number and date of filing or registration, if any) of all Patents, Trademarks, Copyrights owned by Seller issued or registered by any Governmental Entity. All of the Intellectual Property set forth on Schedule 3.10 is subsisting, in full force and effect, and has not been canceled, expired, or abandoned and there is no pending or, to the Knowledge of each of Seller and the Shareholder, threatened opposition, interference or cancellation Proceeding before any court or registration authority in any jurisdiction involving or relating thereto. To the Knowledge of each of Seller and the Shareholder, no third party is misappropriating, infringing, diluting, or otherwise violating any of the Intellectual Property set forth on Schedule 3.10, and no such claims are pending against a third party by Seller.

otherwise subject or (iii) violate any order, writ, judgment, injunction, decree, law, statute, rule or regulation applicable to Buyer or any of its respective properties or assets, except in the case of subparagraph (ii), for breaches or violations which would not result in a material adverse effect on Buyer's ability to fulfill its obligations under this Agreement.

(b) No prior or subsequent filing or registration with, notification to, or authorization, consent or approval of, any Governmental Entity is required in connection with the execution, delivery and performance of this Agreement or the other Buyer Agreements by Buyer or the consummation by Buyer of the transactions contemplated hereby and thereby.

(c) No prior or subsequent Consent of any Person is required in connection with the execution, delivery and performance of this Agreement or any of the other Buyer Agreements to which Buyer is a party or the consummation by Buyer of the transactions contemplated hereby and thereby, except for such Consents as are set forth in Schedule 4.3(c) or where failure to obtain the same would not result in a material adverse effect on Buyer's ability to fulfill its obligations under this Agreement.

4.4 Litigation. There is no Proceeding pending nor, to the knowledge of Buyer, is there any investigation or Proceeding threatened, which involves or affects Buyer by or before any court, Governmental Entity or arbitration panel or any other Person, except for any matter which would not result in a material adverse effect on Buyer's ability to fulfill its obligations under this Agreement.

4.5 Brokers Fee. The obligation for any and all fees, if any, due to any broker or finder employed by Buyer or its Affiliates and any liability for any such brokerage or investment banking fees, commissions, finders' fees or other similar fees in connection with the transactions contemplated by this Agreement are the responsibility of Buyer.

5. Other Agreements of the Parties.


5.1 Conduct of Business. During the period from the date hereof through the Closing Date, the Seller shall, except as set forth on Schedule 5.1, conduct its business in all material respects in the ordinary course, consistent with past practice, and use its best efforts to conduct its business in such a manner that would not result in a Material Adverse Effect.

5.2 Access and Information. From the date hereof through the Closing, except as reasonably determined by the Seller as necessary to protect proprietary and confidential information, the Shareholder shall cause the Seller to, and the Seller shall, and shall cause each of the Seller's officers, directors, employees, agents, accountants and counsel to, upon reasonable notice, (i) afford the officers, employees and authorized agents, accountants, counsel and representatives of the Buyer reasonable access, during normal business hours, to (A) the offices, properties, plants, other facilities, books, Contracts and records of the Business and any records concerning the Business maintained and accumulated by its representatives, (B) those officers, directors, employees, agents, accountants and counsel of the Seller who have any knowledge relating to the Business, and (C) the customers of the Business, and (ii) furnish to the officers, employees and authorized agents, accountants, counsel and representatives of the Buyer such additional financial and operating data and other information regarding the Business and the Acquired Assets (including, without limitation, any Contracts, licenses and patents in effect as of the date hereof and any Contracts or licenses being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill of the Business as the Buyer may from time to time reasonably request, and cooperate in any title or registration transfer from Seller to Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first written above.

Buyer:

MCP TN, LLC



By: Mayfield Consumer Products, LLC

Its: Sole Member

By: Troy Propes

Its: President

Seller:

MEMPHIS CONTRACT PACKAGING, INC.

By: _____

Title: _____

Shareholder:

Billy R. Hoard

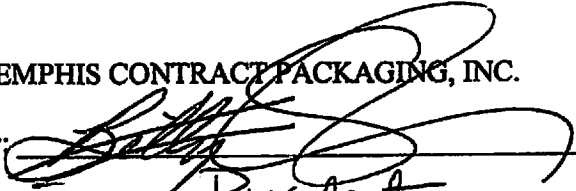
Shannon H. Kee

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first written above.

Buyer: MCP TN, LLC

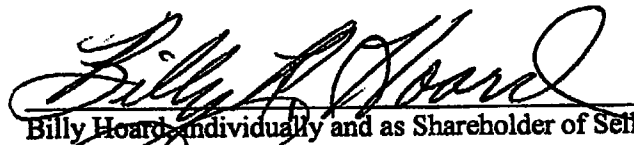
By: Mayfield Consumer Products, LLC
Its: Sole Member
By: Troy Propes
Its: President

Seller: MEMPHIS CONTRACT PACKAGING, INC.

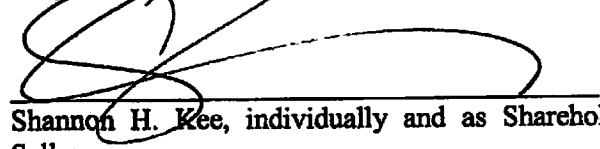
By: 

Title: President

Shareholders:



Billy Hoard, individually and as Shareholder of Seller



Shannon H. Kee, individually and as Shareholder of Seller