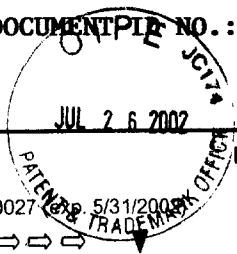


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102174486

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Goodwill Industries of Orange County

7.86.02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Goodwill Industries

Internal International, Inc.

Address:

Street Address: 9200 Rockville Pike

City: Bethesda State: MD Zip: 20814

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Massachusetts, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/020,554

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher Kelly, Esq.

Internal Address:

Street Address: Wiley Rein & Fielding LLP 1776 K Street, N.W.

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

501129

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher Kelly

Name of Person Signing

[Signature]

Signature

7/26/02

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/31/2002 TBIAZI 00000133 501129 76020554

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Service Mark Application of)
)
Goodwill Industries International)
)
Mark: SHOPGOODWILL.COM)
)
Serial No.: 76/020,554)
)
Filing Date: April 17, 2000)
)
)

SUBSTITUTE POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney in the captioned application and appoints J. Timothy Hobbs, Bruce A. McDonald, Christopher Kelly, and Wiley Rein & Fielding LLP, 1776 K Street NW, Washington DC 20006, as its attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, to receive the Certificate of Registration and to represent Applicant in all proceedings affecting the mark which may arise in the Patent and Trademark Office after the registration has been granted.

GOODWILL INDUSTRIES INTERNATIONAL, INC.

By:  (Bruce A. McDonald)

Date: April 1, 2003

WRFMAIN 1096374.1

ASSIGNMENT

THIS AGREEMENT is made and entered into dated as of this 1st day of March, 2002, by and between Goodwill Industries International, Inc., a not-for-profit corporation organized under the laws of Massachusetts, with offices located at 9200 Rockville Pike, Bethesda, Maryland 20814, ("GII"), and Goodwill Industries of Orange County, not-for-profit corporation organized under the laws of the state of California with offices located at 410 North Fairview, Santa Ana, California 92703, ("GIOC").

RECITALS:

WHEREAS, GIOC is the owner of all right, title and interest in and to the service mark SHOPGOODWILL.COM, and is also the owner of the United States Application Ser. No. 76/020,554 filed in the U.S. Patent and Trademark Office on April 7, 2000.

WHEREAS, GIOC desires to transfer all right, title and interest in and to the Mark to GII and GII desires to acquire said name and mark.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ASSIGNMENT OF THE MARK.

GIOC hereby assigns to GII all right, title and interest in and to the name and mark SHOPGOODWILL.COM as well as United States Application Ser. No. 76/020,554 together with the goodwill of the business associated therewith. GIOC agrees to take any and all additional actions and to execute any and all additional documents there are deemed necessary by GII to implement and record this assignment.


II. LICENSE

Simultaneously with the execution of this Assignment, the parties shall execute the document captioned "Service Mark and Trademark License Agreement," the terms of which are incorporated by reference herein.


III. This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

IV. The effective date of this Assignment shall be the date on which this document is fully and duly executed by the parties.

**GOODWILL INDUSTRIES
INTERNATIONAL, INC.**

By: 
Title: Vice Pres. & GENERAL COUNSEL
Date: March 1, 2002

**GOODWILL INDUSTRIES OF
ORANGE COUNTY**

By: 
Title: President and CEO
Date: 1-29-02