

FORM PTO-1594 (Modified) (Rev. 6-83) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar TMO5/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

4649.100

Tab settings

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

1. Name of conveying party(ies):

Steven A. Sunday

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional names(s) of conveying party(ies) [] Yes [checked] No

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: March 10, 2003

2. Name and address of receiving party(ies):

Name: Intellectual Reserve, Inc.

Internal Address:

Street Address: 50 East North Temple

City: Salt Lake City State: UT ZIP: 84150

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other not-for-profit corporation [checked]

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,505,369

Additional numbers [] Yes [checked] No

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

Name: Michael F. Krieger

Internal Address: Kirton & McConkie

Street Address: 1800 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 340.00

- Enclosed [] Authorized to be charged to deposit account [checked]

8. Deposit account number:

500843

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.

Michael F. Krieger

Name of Person Signing

[Handwritten Signature]

Signature

March 10, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

WHEN RECORDED RETURN TO:

KIRTON & McCONKIE
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

WHEREAS, Steven A. Sunday (hereinafter collectively referred to as "Assignor") is the owner of the entire right, title, and interest in and to the following trademark including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

(1) WHEREAS, the following trademark application for federal registration has been filed in the United States Patent and Trademark Office:

(2) Trademark application Registration No. 2,505,369, registered November 6, 2001, for the trademark "IT'S ABOUT LOVE";

WHEREAS, Intellectual Reserve, Inc. of 50 East North Temple, Salt Lake City, Utah 84150, (hereinafter referred to as "Assignee"), desires to secure the entire right, title, and interest in and to said trademark, including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid trademarks, the aforesaid application for federal trademark registration, any federal trademark registration which may issue thereon, any and all other common law trademarks owned by Assignors, any and all trademark registrations that may be granted therefor, any and all continuations, renewals and extensions of the aforesaid trademark registration, and any and all goodwill of the business or businesses associated with any of the aforesaid trademarks or trademark registrations within the United States of America

and its territorial possessions and within all countries foreign to the United States, (hereinafter collectively referred to as "TRADEMARKS AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by said Assignor, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee the entire right, title, and interest in and to said TRADEMARKS AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for their own use and enjoyment and for the use and enjoyment of their successors and assigns to the full end of the term or terms for which said trademark registration may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registration, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, their successors and assigns.

The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignee to further the prosecution of any such trademark applications.

