

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ryan Incorporated Eastern		01/13/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Imagi Photography, LLC
Street Address:	105 W. Milwaukee St.
City:	Janesville
State/Country:	WISCONSIN
Postal Code:	53545
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2134189	IMAGI

CORRESPONDENCE DATA	
Fax Number:	(608)756-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	608-756-4141
Email:	njohnson@brennansteil.com
Correspondent Name:	Attorney Nancy B. Johnson
Address Line 1:	One E. Milwaukee St., P.O. Box 1148
Address Line 4:	Janesville, WISCONSIN 53547-1148

NAME OF SUBMITTER:	Nancy B. Johnson
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Total Attachments: 1 source=IMAGI ASSIGNMENT#page1.tif
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OP \$40.00 2134189

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Ryan Incorporated Eastern, a Florida corporation, 786 South Military Trail, Deerfield Beach, Florida, 33442 ("Assignor") hereby sells, assigns, and transfers unto Imagi Photography, LLC, a Wisconsin limited liability company, 2696 East Racine Street, Janesville, Wisconsin, 53545 ("Assignee") the following trademarks, service marks, trade dress and trade names, (worldwide), together with the goodwill of the business registered by such trademarks, service marks, trade dress and trade names, any registrations of such trademarks, service marks, trade dress and trade names, including, but not limited to, the following, and any formatives or derivatives thereof: the name IMAGI and the service mark federal registration with the United States Patent and Trademark Office for IMAGI in Class 40 and Class 42, Registration No. 2134189.

This Assignment of these trade names, trade dress, service marks and trademarks of Assignee is intended to include all right, title and interest in and to any trade names, trade dress, service marks, and trademarks whether by common law or otherwise, and is meant to include all trademark, service marks, trade dress and trade name rights, both foreign and domestic.

Assignor will assist Assignee in all filings, applications, renewals, perfections, confirmations or other necessary documentation with respect to these trademark, service marks, trade dress and trade name rights, both foreign and domestic. Assignor agrees to execute all documents necessary at the request of Assignee at any time at or after the date of this Assignment. The Assignor hereby agrees that this Assignment and copies thereof may be recorded in the trademark office of the United States or any other country.

The consideration for this Assignment is set forth in the AGREEMENT dated December 2, 2002 between Assignor and Assignee, and is good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Dated at Deerfield Beach, Florida, this 13th day of January, 2003.

RYAN INCORPORATED EASTERN

By: \_\_\_\_\_

 President  
William H. Ryan, President