

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HHS, LLC		11/13/2003	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA	
Name:	HHS, LLP
Composed Of:	COMPOSED OF Peter Henning, General Partner
Street Address:	431 E. South Street
City:	Plano
State/Country:	ILLINOIS
Postal Code:	60545-1061
Entity Type:	Limited Liability Partnership: NEVADA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2179677	CABOODLES
Registration Number:	1480807	CABOODLES
Registration Number:	1483451	CABOODLES OF CALIFORNIA
Registration Number:	1480806	CABOODLES OF CALIFORNIA
Registration Number:	2177620	CABOODLES COLOR COLLISONS
Registration Number:	2670941	C
Registration Number:	2137468	CABOODLES LIQUID METALLICS

CORRESPONDENCE DATA	
Fax Number:	(901)577-4257
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(901) 577-2180
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Correspondent Name:	Valerie Walsh Johnson, Esq.
Address Line 1:	165 Madison Avenue, Suite 2000

OP \$190.00 2179677

Address Line 2: c/o Baker, Donelson, Bearman, et al.  
Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER: 2790419-000006 (ASSMT2)

NAME OF SUBMITTER: Valerie Walsh Johnson, Esq.

Total Attachments: 3  
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**ASSIGNMENT**

THIS ASSIGNMENT, made this 13<sup>th</sup> day of November, 2003, by and between the signatories hereto,

**W I T N E S S E T H:**

WHEREAS, PLANO MOLDING COMPANY of Plano, Illinois, a corporation organized under the laws of the State of Illinois, U.S.A., owned all rights in the trademarks listed in Attachment A hereto, the trademark registrations and applications relating thereto, including the good will associated therewith (hereinafter collectively referred to as "said trademarks, registrations, applications and good will"); and

WHEREAS, PLANO MOLDING COMPANY, on or about March 4, 1999, assigned and transferred ownership of said trademarks, registrations, applications and good will, together with the right to sue and recover for past infringement of said trademarks, to HHS, LLC, a limited liability company, organized under the laws of the State of Illinois, U.S.A.; and

WHEREAS, HHS, LLC, effective as of January 1, 2001, assigned and transferred ownership of said trademarks, registrations, applications and good will, together with the right to sue and recover for past infringement of said trademarks, to HHS, LLP, a limited liability partnership doing business under the laws of the State of Nevada, U.S.A.; and

WHEREAS, on or about May 31, 2001, HHS, Limited Partnership, a limited partnership doing business under the laws of the State of Nevada, U.S.A., became the successor in interest to HHS, LLP, and on account thereof became the owner of said trademarks, registrations, and good will,

together with the right to sue and recover for past infringement of said trademarks; and

WHEREAS, each of PLANO MOLDING COMPANY, HHS, LLC, and HHS, Limited Partnership, desires to ratify and confirm the foregoing assignments so as to assure vesting of title to said trademarks, registrations, applications and good will in said HHS, Limited Partnership.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, each of the parties hereto, namely, PLANO MOLDING COMPANY, HHS, LLC, and HHS, Limited Partnership, does nunc pro tunc hereby confirm and ratify the respective assignments recited above as of the dates stated with respect to each; and each of the signers on behalf of the respective parties hereto warrants that he is authorized to sign on behalf of such party and that he had that authority as of the date of the assignment as aforesaid.

Dated: 11/13/03

PLANO MOLDING COMPANY

By: Peter H. Henning  
Peter H. Henning, Its President

Dated: 11/13/03

HHS, LLC

By: Peter H. Henning  
Peter H. Henning, Its Manager

Dated: 11/13/03

HHS, LIMITED PARTNERSHIP, as successor in interest to HHS, LLP

By: PHH, LLC, as General Partner of HHS, LIMITED PARTNERSHIP

By: Peter H. Henning  
Peter H. Henning, as Manager of PHH, LLC

**ATTACHMENT A**  
**U.S. TRADEMARK REGISTRATIONS**

<b>MARK REFERENCE NO.</b>	<b>APPLN. NO. FILING DATE</b>	<b>REGISTRATION DATE ISSUE DATE</b>	<b>STATUS</b>
CABOODLES 27343.04.7036	73/669,703 07/01/87	1,480,807 03/15/88	Registered Renewal Due March 15, 2008
CABOODLES OF CALIFORNIA 27343.04.7037	73/674,723 07/27/1987	1,483,451 04/05/1988	Registered Renewal Due April 5, 2008
CABOODLES OF CALIFORNIA 27343.04.7038	73.669,540 07/01/1987	1,480,806 03/15/1988	Registered Renewal Due March 15, 2008
CABOODLES COLOR COLLISIONS 27343.16.7001	75/326,257 07/01/1997	2,177,620 07/28/1998	Registered Affidavit of Use Due July 28, 2004 [not used] Renewal Due July 28, 2008 [will be cancelled]
STYLIZED C 27343.22.7001	76/081,287 06/30/2000	2,670,941 01/10/03	Registered Affidavit of Use Due January 7, 2008
CABOODLES 27343.04.7033	75/977,337 12/11/1995	2,179,677 08/04/1998	Affidavit of Use due August 4, 2004
CABOODLES LIQUID METALLICS 27343.13.7001	75/274,339 04/14/1997	2,137,468 02/17/1998	Affidavit of Use due February 17, 2004 [not used]