

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
X Concepts, LLC		11/09/2004	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Journey, ITB, LLC
Street Address:	2227 Enterprise
City:	Escondido
State/Country:	CALIFORNIA
Postal Code:	92029
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78375393	HEROES OF FAITH
Serial Number:	78378622	HEROES OF FAITH

CORRESPONDENCE DATA	
Fax Number:	(760)740-2643
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(760) 740-2625
Email:	nparrett@san.rr.com
Correspondent Name:	X Concepts, LLC
Address Line 1:	975 South Andreasen Drive
Address Line 4:	Escondido, CALIFORNIA 92029

NAME OF SUBMITTER:	Nancy H. Parrett
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Total Attachments: 4 source=File0001a#page1.tif source=File0002a#page1.tif source=File0003a#page1.tif source=File0004a#page1.tif

OP \$65.00 78375393

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, X-CONCEPTS, LLC, a California limited liability company with an address of 975 S. Andreasen Drive, Escondido, California 92029 (“ASSIGNOR”), does hereby transfer, convey, and assign to JOURNEY ITB, LLC, a California limited liability company (“ASSIGNEE”), all rights, title, and interest held or owned by ASSIGNOR, both foreign and domestic, in and to the following two (2) marks (the “Marks”):

“HEROES OF FAITH,” United States Patent and Trademark Serial No. 78/378622

IC 020. US 002 013 022 025 032 050. G & S: Giftware and display sets, namely miniature plastic figures, figurines, structures, buildings, and environments; and components of miniature figures, figurines, structures, buildings and environments;

IC 028. US 022 023 038 050. G & S: Puzzles and craft sets for felt boards and paint by numbers kits; and

“HEROES OF FAITH,” United States Patent and Trademark Serial No. 78/375393

IC 025. US 022 039. G & S: clothing, namely, arm bands, bandannas, bathrobes, belts, blanket sleepers, boots, boxer shorts, caps, coats, dresses, earmuffs, footwear, gloves, hats, headwear, jackets, jerseys, mittens, neckties, overalls, pajamas, ponchos, pants, pullovers, rain coats, sandals, scarves, shirts, shoes, shorts, sleepwear, slippers, skirts, sneakers, socks, suspenders, sweat shirts, sweat pants, sweat suits, swimsuits, t-shirts, tank tops, thermal underwear, ties, turtlenecks, undergarments, underwear, wristbands and vests, snowboarding boots; ski clothing, namely, ski pants, ski sweaters; ski jackets, ski masks, ski gloves, snow ski boots;

IC 028. US 022 023 038 050. G & S: toys, namely, board games and equipment sold as a unit for playing board games, action figures, miniature toy figures, miniature toy statuettes and figurines, and play sets for use with such figures and statuettes, namely, miniature toy clothing, miniature toy buildings and miniature toy structures, miniature toy vehicles, namely, miniature skateboards, miniature snowboards, miniature surfboards, miniature snow skis, miniature wake boards, miniature skim boards, miniature body boards, miniature jet skis, miniature recreational watercraft, miniature cars, miniature trucks, miniature motorcycles,

miniature bicycles, miniature off-road vehicles, and accessories for miniature toy vehicles, namely, play sets for use with miniature buildings, miniature structures, miniature tools and miniature hardware for use with the miniature toy vehicles, and carrying cases for toy structures and toy vehicles;

IC 016. US 002 005 022 023 029 037 038 050. G & S: Children's books, series of non-fiction books featuring biblical characters, coloring books, stationery, calendars, diaries, sketch books, pocket notebooks, note books, writing pads, envelopes and loose-leaf sheets; writing implements, namely, pencils, point protectors for pencils, felt writing pens, mechanical pencils, slate pencils, steel pens, chalks, felt pens, nibs, penholders, ball-point pens, fountain pens, and drawing brushes; painting implements, namely, crayons, painting brushes, pastels and painters' palettes; miscellaneous stationeries, including, writing inks, pencil sharpeners, paper clips, rubber erasers, blackboards, chalk erasers, paper tags, sealing wafers for stationery use, writing pads, correction fluids, drawing rulers, document holders, inking pads, stickers, adhesive tapes, adhesive tape dispensers for stationery use, rubber stamps, desk stands for pens and pencils, pencil cases, staplers; stickers, bumper stickers, decals, heat transfers, picture book, drawing books, coloring books, and activity books, posters, greeting cards, printed labels, trading cards, playing cards, milk cap trading cards, mounted photographs, unmounted photographs, magazines related to action sports, namely, skateboarding, snowboarding, snow skiing, water skiing, bicycling, motorcycling, auto racing, luring, wake boarding, sport fishing, bass fishing

together with the goodwill in the business symbolized by the Mark. ASSIGNOR expressly acknowledges that henceforth ASSIGNEE is the exclusive owner of the Mark and the goodwill that it represents, and ASSIGNOR, its agents, successors, and assigns shall not contest or oppose ASSIGNEE's rights in the Mark either directly or indirectly by any means whatsoever, including, but not limited to, litigation, arbitration, mediation, administrative agency action, or the threat thereof. In addition, ASSIGNOR hereby expressly agrees to refrain from using the Mark or any confusingly similar mark in the future, except as such use may be licensed, in writing, by ASSIGNEE to ASSIGNOR.

ASSIGNOR expressly agrees to execute any other documents, and take all other actions, necessary to complete or facilitate the assignment provided for herein, including, without limitation, filing all Statements of Use as maybe necessary or appropriate for this assignment of the Mark, and signing and filing appropriate documentation in foreign jurisdictions to effect the assignment of registrations or applications of the Mark in those jurisdictions.


The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the

validity of this document, declares that he/she is properly authorized to execute this document on behalf of the applicant ASSIGNOR; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Dated: November 9, 2004

“ASSIGNOR.”

X-CONCEPTS, LLC, A California
Limited Liability Company

By: 

Name: Thomas M. Davidson

Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego } ss.

On Nov. 9, 2004

Date

before me,

Bette J. Hull, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

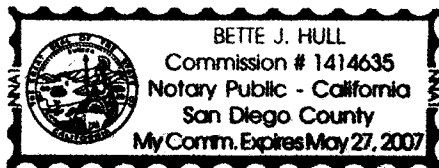
personally appeared

Thomas M. Davidson

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Bette J. Hull
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

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