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

1. Name of conveying party(ies):
 Sundance Catalog Company, Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Add'l name(s) of conveying party(ies) attached? _Yes No

2. Name and address of receiving party(ies):
 Name: Sundance Catalog Company, LLC
 Internal Address: _____
 Street Address: 23865 West 2400 South
 City: West Valley State: Utah ZIP: 84120

Individual(s) citizenship _
 Association _____
 Limited Partnership _
 Corporation - California
 Other: Delaware Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 2004 Nunc Pro Tunc

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No. 2,458,180 and 2,594,762

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Norman Zafman, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

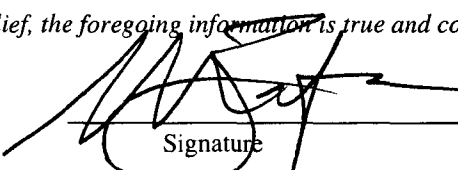
6. Total number of applications and registrations involved: Two (2)

7. Total fee (37 CFR 3.41)\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

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.

Norman Zafman, Esq.  July 15, 2004
 Name of Person Signing Signature Date

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

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 02 FC:8522 25.00 OP

OPR/FINANCE
JUL 20 PM 2:29

NUNC PRO TUNC

ASSIGNMENT OF TRADEMARK

AND

THE UNITED STATES REGISTRATIONS THEREOF

WHEREAS, Sundance Catalog Company, Ltd., a limited partnership organized and existing under the laws of the State of Texas, whose general partner is Sundance Catalog Management Corporation, a corporation organized and existing under the laws of the State of Utah, having a place of business at 3865 West 2400 South, West Valley City, Utah 84120 ("ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, title and interests in and to the trademarks and United States Registrations thereof identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks" and "Registrations," respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, on or about July 15, 2002, ASSIGNOR informally assigned its entire rights, title and interests in and to the Marks and Registrations, and the goodwill appurtenant thereto, to Sundance Catalog Company, LLC., a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 23865 West 2400 South, West Valley City, Utah 84120 ("ASSIGNEE"); and

WHEREAS, ASSIGNEE desires to formalize the above-noted assignment, and more specifically, for ASSIGNOR to execute this instrument of assignment, whereby ASSIGNOR formally assigns its entire rights, title and interests in and to the Marks and Registrations, and the goodwill appurtenant thereto, to ASSIGNEE, nunc pro tunc July 15, 2002, for the purpose, inter alia, of enabling ASSIGNEE to record said assignment with the United States Patent and Trademark Office; and

WHEREAS, ASSIGNOR is willing to execute this instrument of assignment to formalize its above-noted assignment, nunc pro tunc July 15, 2002.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc July 15, 2002, its full and entire rights, title and interests in and to the Marks and Registrations identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE nunc pro tunc July 15, 2002, including, without limitation, (i) the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, which actions and claims arose prior to the foregoing date; and (ii) the right to register the Marks in the United States and in all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants, nunc pro tunc July 15, 2002, that (i) it is the sole owner of the Marks and the goodwill associated therewith and the Registrations relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registrations thereof are not the subject of any cancellation proceedings in the United States Patent and Trademark Office; and (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks and/or Registrations which would be breached or otherwise violated by the foregoing assignment of the Marks and Registrations. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Marks and Registrations in the United States.

ASSIGNOR further agrees that, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, it will (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Marks and Registrations is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below, effective nunc pro tunc _____.

Sundance Catalog Company, Ltd.
("ASSIGNOR")

Dated: June 30, 2004

By: Michael Cavan
Attorney-in-fact

REGISTERED TRADEMARKS

MARK	REG. NO.	REG. DATE
RURAL ROUTE 3	2,458,180	June 5, 2001
RURAL ROUTE 3	2,594,762	July 16, 2002