

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiva Corporation		08/30/2002	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Spa Capital, LLC		
Street Address:	195 Church Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2579745	KIVA	
CORRESPONDENCE DATA			
Fax Number:	(612)332-1780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-332-8200		
Email:	mlmoore@mhsiplaw.com		
Correspondent Name:	Malcolm L. Moore		
Address Line 1:	225 South Sixth Street, Suite 4850		
Address Line 4:	Minneapolis, MINNESOTA 554024612		
NAME OF SUBMITTER:	Malcolm L. Moore		
Signature:	/Malcolm L. Moore/		
Date:	01/31/2005		

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Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of the Closing Date, by and among Spa Capital, LLC, a limited liability company organized under the laws of Delaware (the "Buyer") and Kiva Corporation, a corporation organized under the laws of the State of Illinois (the "Company"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Buyer and the Company are parties to a certain Asset Purchase and Sale Agreement dated as of August 30, 2002 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Company agrees to assign the Marks (as defined below) to the Buyer; and

WHEREAS, the Buyer desires to use, own and hold the Marks.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties agree as follows:

1. **Grant of Assignment.** The Company hereby sells, assigns, transfers, and sets over to the Buyer **(a)** all the Company's right, title, and interest in and to the trademarks and service marks, listed on Exhibit A hereto, and to any similar marks to which the Company has rights and in and to any applications and registrations filed by and/or issued to the Company in the United States Patent and Trademark Office or other intellectual property offices, and renewals that may be granted thereon throughout the world in perpetuity, (collectively, the "Trademarks") together with the goodwill of the business connected therewith and the right to recover for past and future infringement of the Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in its, the Buyer's, own name or its successors, assigns or other legal representatives' name, and **(b)** all right, title and interest in and to the domain names, listed on Exhibit A hereto, and in any applications and registrations filed or held by and/or issued to the Company by a registrar of same throughout the world and in perpetuity (collectively, the "Domain Names"), and the right to recover for past and future infringement of the Domain Names, or other violations, and the right to sue for and recover the same in its, the Buyer's, own name or its successors, assigns or other legal representatives' name (the Trademarks and the Domain Names collectively, the "Marks").

2. **Additional Duties of the Company.**

(a) The Company shall execute and deliver to the Buyer any and all additional papers and generally do all other lawful acts deemed reasonably necessary by the Buyer to carry out the terms of this Assignment, including, without limitation, **(i)** providing to the Buyer all files relating to the Marks and **(ii)** executing any document required to effectuate the assignment of any domain names.

(b) The Company shall refrain from using any Mark or similar marks to identify products or services or use any Marks as Internet domain names or in any other way that is likely to dilute any Marks, or that may injure the Buyer's business reputation, or to cause confusion, mistake, or deception regarding control of the Marks.

(c) The Company shall refrain from registering and/or attempting to register as a domain name any name containing any Mark or a name similar to that Mark.

(d) The Company represents and warrants that as of the Closing Date it has not registered or applied to register any other trademark that includes "Kiva", "The Whole Body Nurtured", the image of the Kiva Ladder, or any mark similar to those Marks.

3. **Specific Performance.** The Company acknowledges that the Buyer would be damaged irreparably in the event any of the provisions of this Assignment are breached. Accordingly, the Buyer shall be entitled to injunctive relief, in addition to any other remedy to which it may be entitled, at law or in equity.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions on conflicts of laws.

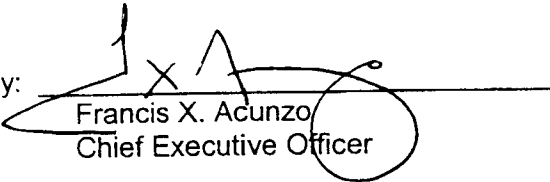
5. **Assignment.** This Assignment may not be assigned by the Company. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of the successors and assigns of any party hereto.

6. **Waivers; Assents.** No course of dealing or conduct and no delay on the part of the Buyer in exercising any right hereunder shall operate as a waiver and no consent or waiver in any instance shall operate as a waiver in any other instance. All rights and remedies of the Buyer, whether evidenced hereby or by any other instrument or paper, shall be cumulative and may be exercised separately or concurrently.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be effective as of the Closing Date.

SPA CAPITAL, LLC

By: 
Francis X. Acunzo
Chief Executive Officer

KIVA CORPORATION

By: _____
Janet Melk, President

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SPA CAPITAL, LLC

By: _____
Francis X. Acunzo
Chief Executive Officer

KIVA CORPORATION

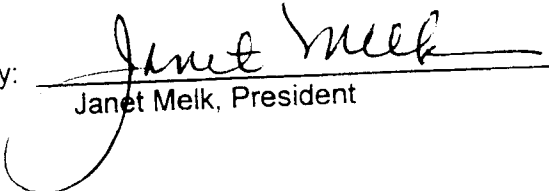
By: 
Janet Melk, President

Exhibit A

Marks

Trademark	USPTO Registration No.	Registration Date
The Whole Body Nurtured	2,489,373	11 Sept. 2001
Blended Beauties	2,532,378	22 Jan. 2002
Liquid Affects	2,494,558	02 Oct. 2001
Kiva	2,579,745	11 June 2002
Ladder design	2,513,437	27 Nov. 2001
Bagwich	2,352,312	23 May 2000
Colorology	2,345,961	25 Apr. 2000

Domain Name	Registrar	Registration Date	Expiration Date
kivakiva.com	Melbourne IT d/b/a Internet Names Worldwide	3 May 2000	3 May 2004