

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A A A Tent and Awning Company		02/02/2005	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Albion Partners L.L.C.		
<b>Street Address:</b>	10 West Broadway, Suite 500		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	LTD LIAB JT ST CO: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78288041	KIRKHAM'S	
<b>Serial Number:</b>	72220054	SPRINGBAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)415-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-415-3000		
<b>Email:</b>	dklomp@djplaw.com		
<b>Correspondent Name:</b>	David F. Klomp		
<b>Address Line 1:</b>	111 East Broadway, Suite 900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	David F. Klomp		
<b>Signature:</b>	/david f. klomp/		
<b>Date:</b>	02/22/2005		

**OP \$65.00 78288041**

Total Attachments: 1

**900020103**

**TRADEMARK  
 REEL: 003033 FRAME: 0187**



**COLLATERAL ASSIGNMENT OF TRADEMARKS**

For value received, A A A TENT AND AWNING COMPANY, a Utah corporation ("Assignor"), hereby assigns, transfers and conveys to ALBION PARTNERS L.L.C., a Utah limited liability company ("Assignee"), all of Assignor's right, title, and interest in and to the following trademarks filed with the United States Patent and Trademark Office, together with any and all good will of Assignor connected with the use of said trademarks or otherwise appertaining thereto:

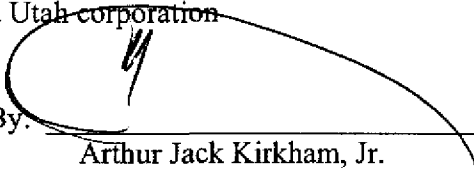
Word Mark: KIRKHAM'S  
Serial Number: 78288041  
Filing Date: August 15, 2003

Word Mark: SPRINGBAR  
Serial Number: 72220054  
Filing Date: June 1, 1965  
Registration No.: 0813896

The foregoing assignment is made as collateral for the purpose of securing certain loans, extensions of credit, and financial accommodations made by Assignee to or for the benefit of Assignor, as more fully set forth and described in a Security Agreement dated February 2, 2005, executed by Assignor, as debtor, in favor of Assignee, as secured party. Upon satisfaction of the obligations for which the foregoing assignment is made to secure, this collateral assignment shall terminate.

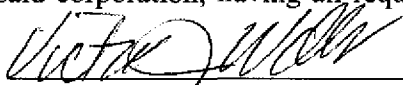
Dated as of February 2, 2005.

A A A TENT AND AWNING COMPANY,  
a Utah corporation

By:   
Arthur Jack Kirkham, Jr.  
Its President

STATE OF UTAH            )  
                                  : ss.  
County of Salt Lake     )

On the 2nd day of February, 2005, before me, the undersigned Notary Public for the State of Utah, personally appeared Arthur Jack Kirkham, Jr., the President of A A A Tent and Awning Company, a Utah corporation, who duly acknowledged to and before me that he executed the foregoing instrument for and on behalf of said corporation, having all requisite authority to so act.

  
Notary Public

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