

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Primrose, Inc		07/28/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Primrose Management, LLC
Street Address:	613 N.W. 8th Ave.
City:	Aberdeen
State/Country:	SOUTH DAKOTA
Postal Code:	57402-1359
Entity Type:	limited liability company:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78534849	THIS IS LIVING
Serial Number:	78518841	

**CORRESPONDENCE DATA**

Fax Number: (605)339-3357  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 605.336.3890  
 Email: tleonard@wfss.com  
 Correspondent Name: Troy Leonard  
 Address Line 1: 300 S. Phillips Ave., Suite 300  
 Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

NAME OF SUBMITTER:	Troy Leonard
Signature:	/troy leonard/
Date:	08/05/2005

OP \$65.00 78534849

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 28<sup>th</sup> day of July 2005, by **Primrose, Inc.** ("Assignor" herein), located at 613 N. W. 8<sup>th</sup> Ave., Aberdeen, South Dakota 57402-1359 to **Primrose Management, LLC** ("Assignee" herein) having its principal place of business at 613 N. W. 8<sup>th</sup> Ave., Aberdeen, South Dakota 57402-1359.

### WITNESSETH:

**WHEREAS** Assignor has used and applied for a federal mark registration from the United States Patent & Trademark Office for the following marks:

Mark:	Serial Number:
THIS IS LIVING	78534849
Design of primrose flower	78518841

The above described marks and applications therefore are hereinafter collectively referred to as the "subject marks"; and

**WHEREAS** Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject marks along with all goodwill connected with and symbolized by said subject marks; and

**WHEREAS** this assignment is done *nunc pro tunc* in that Assignor intended to assign and transfer, and did in fact assign and transfer the subject marks and all goodwill connected with and symbolized thereby to Assignee as part of the earlier transfer.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject marks together with all goodwill of the business symbolized thereby or connected therewith, effective January 1, 2005. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date. This transfer to Assignee also includes, without limitation, all common law rights, interests and goodwill as may have been acquired by Assignor from the use of said subject marks.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid applications/registrations to Assignee consistent with this assignment.

