

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
Shirlo, Inc.		12/20/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Wellmark International
Street Address:	1105 East Woodfield Road, Suite 200 West
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1350259	VIP
Registration Number:	1280427	FLEA STOP
Registration Number:	2414025	F-V-S
Registration Number:	2815142	DEMIZE
Registration Number:	0630706	BLOSSOM-SET
Registration Number:	1212028	CACTUS JUICE
Registration Number:	1115132	EZE
Registration Number:	1316352	GRANNYS
Registration Number:	1070047	GRANNY'S BLOOMERS
Registration Number:	2131736	INTERCEPT-H&G
Registration Number:	0963350	JUNGLE JUICE
Registration Number:	0619884	KILLER KANE
Registration Number:	1409106	MOON SHINE
Registration Number:	2247610	NO-WAIT

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Registration Number:	0819368	NU-BUD
Registration Number:	0216506	NUTONEX
Registration Number:	1590442	PURGE
Registration Number:	0228159	SECURITY
Registration Number:	1422399	SECURITY
Registration Number:	1856478	SECURITY
Registration Number:	1866643	SECURITY
Registration Number:	1125098	STOP-ROT
Registration Number:	1383848	SUDBURY
Registration Number:	1516914	ULTIMATE
Registration Number:	1728845	VIKOR
Serial Number:	78474476	NO-WAIT

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-506-5000
Email: ipprosecution@orrick.com, awendel@orrick.com, bbreen@orrick.com
Correspondent Name: Bradford S. Breen
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Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	6257.100
NAME OF SUBMITTER:	Bradford S. Breen
Signature:	/Bradford Breen/
Date:	01/04/2006

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 20, 2005 (the "Effective Date"), is made by SHIRLO, INC. a corporation of the State of Tennessee having an address of 4242 B.F. Goodrich Boulevard, Memphis, Tennessee 38118 ("Assignor") for the benefit of WELLMARK INTERNATIONAL, a corporation organized under the laws of the state of California with a principal address at Suite 200 West, 1105 East Woodfield Road, Schaumburg, Illinois 60173 ("Assignee").

WHEREAS, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Schedule A hereto (hereinafter collectively referred to as "the Marks"), and

WHEREAS, Assignor, in connection with the sale of certain of its assets, pursuant to an Agreement of Purchase and Sale between Assignor and Assignee dated December 20, 2005 ("Purchase Agreement"), wishes to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that they represent and all right, title and interest thereto, to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee the Marks including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Assignment.

SCHEDULE A

File No.	Mark	Serial No. File Date	Reg. No. Reg. Date	Status
SHIR-007	VIP design	73/465,765 02/15/1984	1,350,259 07/23/1985	Registered
SHIR-008	FLEA STOP	73/306,423 04/20/1981	1,280,427 06/05/1984	Registered
SHIR-020	F-V-S	75/882,528 12/23/1999	2,414,025 12/19/2000	Registered
SHIR-028-3	DEMIZE	78/232,376 04/01/2003	2,815,142 02/17/2004	Registered
SHIR-035	BLOSSOM SET	71/677,994 12/08/1954	630,706 07/17/1956	Registered
SHIR-037	CACTUS JUICE	73/192,276 11/06/1978	1,212,028 10/12/1982	Registered
SHIR-039	EZE	73/165,801 04/10/1978	1,115,132 03/20/1979	Registered
SHIR-041	GRANNY'S design	73/399,383 09/28/1982	1,316,352 01/29/1985	Registered
SHIR-042	GRANNY'S BLOOMERS	73/107,763 11/26/1976	1,070,047 07/26/1977	Registered
SHIR-044	INTERCEPT H&G and Design	75/088,451 03/06/1996	2,131,736 01/27/1998	Registered
SHIR-045	JUNGLE JUICE	72/425,848 05/30/1972	963,350 07/10/1973	Registered
SHIR-046	KILLER KANE	71/684,199 03/25/1955	619,884 01/24/1956	Registered
SHIR-048	MOON SHINE	73/563,778 10/18/1985	1,409,106 09/16/1986	Registered
SHIR-050	NO-WAIT	75/448,815 03/12/1998	2,247,610 05/25/1999	Registered
SHIR-051	NU-BUD	72/236,887 01/20/1966	819,368 11/29/1966	Registered
SHIR-052	NUTONEX	71/229,942 04/09/1926	216,506 08/10/1926	Registered
SHIR-054	PURGE	73/697,331 11/28/1987	1,590,442 04/10/1990	Registered
SHIR-055	SECURITY and Design	71/231,424 05/10/1926	228,159 05/24/1927	Registered
SHIR-056	SECURITY	73/568,173 11/12/1985	1,422,399 12/30/1986	Registered
SHIR-057	SECURITY and design	74/388,619 05/11/1993	1,856,478 10/04/1994	Registered
SHIR-058	SECURITY and design	74/388,618 05/11/1993	1,866,643 12/13/1994	Registered
SHIR-059	STOP-ROT	73/165,798 04/10/1978	1,125,098 09/18/1979	Registered
SHIR-060	SUDBURY	73/549,108 07/18/1985	1,383,848 02/25/1986	Registered
SHIR-063	ULTIMATE	73/657,147 04/24/1987	1,516,914 12/20/1988	Registered
SHIR-064	VIKOR	74/196,320 08/19/1991	1,728,845 11/03/1992	Registered
SHIR-072	NO WAIT	78/474,476 08/24/2004	3,004,400 10/04/2005	Registered