

**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               |
|----------------|----------|----------------|---------------------------|
| MARK V. HANSEN |          | 12/16/2005     | INDIVIDUAL: UNITED STATES |

**RECEIVING PARTY DATA**

|                 |                                       |
|-----------------|---------------------------------------|
| Name:           | HANSEN & HANSEN, LLC                  |
| Street Address: | 711 W. 17TH STREET, SUITE D2          |
| City:           | COSTA MESA                            |
| State/Country:  | CALIFORNIA                            |
| Postal Code:    | 92627                                 |
| Entity Type:    | LIMITED LIABILITY COMPANY: CALIFORNIA |

**PROPERTY NUMBERS Total: 10**

| Property Type        | Number  | Word Mark                          |
|----------------------|---------|------------------------------------|
| Registration Number: | 2048194 | CHICKEN SOUP FOR THE SOUL          |
| Registration Number: | 2140364 | CHICKEN SOUP FOR THE SOUL          |
| Registration Number: | 2322138 | CHICKEN SOUP FOR THE SOUL          |
| Registration Number: | 2365854 | CHICKEN SOUP FOR THE WOMAN'S SOUL  |
| Registration Number: | 2365855 | CHICKEN SOUP FOR THE TEENAGE SOUL  |
| Registration Number: | 2666777 | CHICKEN SOUP FOR THE GOLFER'S SOUL |
| Registration Number: | 2721757 |                                    |
| Registration Number: | 2732536 | CHICKEN SOUP FOR LITTLE SOULS      |
| Registration Number: | 2751191 | CHOCOLATE FOR THE ROMANTIC SOUL    |
| Registration Number: | 3085947 | CHICKEN SOUP FOR THE SOUL          |

**CORRESPONDENCE DATA**

Fax Number: (213)629-1033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 488-7100

CH \$265.00 2048194

Email: kevin.davis@pillsburylaw.com  
Correspondent Name: RICHARD H. ZAITLEN, ESQ.  
Address Line 1: 725 SOUTH FIGUEROA STREET, SUITE 2800  
Address Line 2: PILLSBURY WINTHROP SHAW PITTMAN LLP  
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

|  |                      |
|--|----------------------|
| ATTORNEY DOCKET NUMBER:                                | 081299-0247749       |
| NAME OF SUBMITTER:                                     | RICHARD H. ZAITLEN   |
| Signature:   | /Richard H. Zaitlen/ |
| Date:  | 05/09/2006           |
| Total Attachments: 1<br>source=TM Assignment#page1.tif |                      |

TRADEMARK RIGHTS AGREEMENT AND ASSIGNMENT

This agreement and assignment (the "Agreement") is entered into this 16th day of December, 2005, by and between, MARK V. HANSEN ("Hansen" or "Assignor"), an individual residing in the State of California and has a business address at 711 W. 17<sup>th</sup> St., Ste. D2, Costa Mesa, CA 92627, and JOHN T. CANFIELD ("Canfield"), an individual residing in the State of California and having a business address at 929 Via Fruteria, Santa Barbara, CA 93130.

Hansen and Canfield have published a number of books under the name "CHICKEN SOUP FOR THE SOUL" and related titles, and have formed a partnership known as Chicken Soup for the Soul Enterprises, Inc. (the "Partnership"); and Hansen and Canfield are the owners of the trademarks "CHICKEN SOUP FOR THE SOUL", and own a number of United States and foreign pending and registered trademarks and service marks and common law trademarks and service marks, as well as other marks (the "Trademarks") and Hansen/Assignor and Canfield compose the Partnership that controls the Trademarks, along with the goodwill of the business, are considered partnership asset;

Hansen/Assignor desires to transfer all of the rights, title and interest of Hansen/Assignor, but not that of Canfield, in and to the Trademarks to Hansen & Hansen, LLC, a California limited liability company, located at 711 W. 17<sup>th</sup> St., Ste. D2, Costa Mesa, CA 92627 ("Assignee").

The parties agree that (i) the transfer of the Trademarks to the Assignee from the Assignor does not and will not effect the Partnership with Canfield, and the Partnership will remain the same as it existed prior to the transfer; and (ii) the transfer of the Trademarks to Assignee from Assignor does not and will not effect the relationship between the parties, and the relationship will remain the same as it existed prior to the transfer; and (iii) the transfer of the Trademarks to Assignee from Assignor does not and will not effect the duties and obligations owed between the parties, and the duties and obligations will remain the same as they existed prior to the transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge that it has assigned unto Assignee all of Assignor's right, title and interest in and to the Trademarks worldwide such that Assignee and Canfield now own the Trademarks, and compose the Partnership that controls the Trademarks, and the Trademarks along with the goodwill of the business are considered partnership asset.

IN WITNESS WHEREOF, Assignor has caused this assignment and agreement to be executed in full accordance with the laws of California.

By:

  
MARK V. HANSEN

By:

  
JOHN T. CANFIELD

HANSEN & HANSEN, LLC

By:

  
MARK V. HANSEN, Member

By:

  
PATRICIA J. HANSEN, Member