

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
Rauch Industries, Inc.		03/27/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Pumpkin Masters LLC
Street Address:	650 South Cherry Street, Suite 1200
City:	Denver
State/Country:	COLORADO
Postal Code:	80246
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2213214	'POWER' TOOLS FOR PUMPKINS
Registration Number:	2279335	BAREBONES
Registration Number:	2310954	BARE BONES
Registration Number:	1465923	CARVE-O-LANTERN
Registration Number:	1476839	CARVE-O-LANTERN
Registration Number:	2160808	DURASAW
Registration Number:	2484623	EASY CARVE
Registration Number:	2094288	HALLOWEEN HARDWARE
Registration Number:	2591780	LANTERNS OF LIBERTY
Registration Number:	2916713	LIGHTS ON
Registration Number:	1879719	MELON LIGHTS FOR SUMMER NIGHTS!
Registration Number:	2861224	MONSTER SNOT
Registration Number:	2212466	OK!

OP \$1215.00 2213214

Registration Number:	2152583	OUR KIDS
Registration Number:	1912503	PUMPKIN MASTERS
Registration Number:	2611708	PUMPKIN PORTRAITS
Registration Number:	1477650	PUT A NEW FACE ON HALLOWEEN
Registration Number:	2272369	SCARY CARRIES
Registration Number:	2093958	THE ORIGINAL PUMPKIN CARVER
Registration Number:	2430455	THE THING YA' FLING
Registration Number:	2437613	ZOJO
Registration Number:	2987593	PUMPKIN MASTERS
Registration Number:	2987591	PUMPKIN MASTERS
Registration Number:	2987589	PUMPKIN MASTERS
Registration Number:	3048723	HALLOWEEN HOST
Serial Number:	78469681	HALLOWEEN TIME
Serial Number:	78387834	OK!
Serial Number:	78387823	OUR KIDS
Serial Number:	78484992	POWER MASTER
Registration Number:	3062328	PUMPKIN MASTERS
Serial Number:	78445507	PUMPKIN MASTERS
Serial Number:	78445696	PUMPKIN MASTERS
Serial Number:	78446138	PUMPKIN MASTERS
Serial Number:	78446167	PUMPKIN MASTERS
Serial Number:	78485003	PUMPKIN MASTERS
Serial Number:	78445691	PUMPKIN MASTERS
Serial Number:	78382029	STAR STUDED PUMPKINS
Serial Number:	78289228	ZIPPY CARVE
Serial Number:	78707757	KID'S MONSTER LAB
Serial Number:	78758338	SUPER POKER
Serial Number:	78748983	HALL-O-WEEN TRENDS
Serial Number:	78748975	HALLOWEEN TRENDS
Serial Number:	78748978	PUMPKIN PATCH
Serial Number:	78748988	PUMPKIN PATCH
Serial Number:	78751387	CREATIVE CARVINGS
Serial Number:	78748980	CREATIVE CARVINGS
Serial Number:	78707755	IMAGE CASTER
Serial Number:	78678321	READY, SET, CARVE!

TRADEMARK

REEL: 003336 FRAME: 0646

CORRESPONDENCE DATA

Fax Number: (303)295-8261
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-295-8000
Email: docket@hollandhart.com
Correspondent Name: Holland & Hart LLP - Ellis Rosenzweig
Address Line 1: 555 17th Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	53415.0001
NAME OF SUBMITTER:	Ellis Rosenzweig
Signature:	/Ellis Rosenzweig/
Date:	06/23/2006

Total Attachments: 15
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif
source=Trademark Assignment#page7.tif
source=Trademark Assignment#page8.tif
source=Trademark Assignment#page9.tif
source=Trademark Assignment#page10.tif
source=Trademark Assignment#page11.tif
source=Trademark Assignment#page12.tif
source=Trademark Assignment#page13.tif
source=Trademark Assignment#page14.tif
source=Trademark Assignment#page15.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of March 27, 2006 (this "Assignment"), between Rauch Industries, Inc., a North Carolina corporation (the "Assignor") and Pumpkin Masters LLC, a Colorado limited liability company (the "Assignee").

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), the Assignee has agreed to purchase all of the Assignor's right, title and interest in and to certain assets, including the trademarks, trademark applications and trademark registrations set forth on Schedule I hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor sells, conveys, transfers, assigns and delivers to the Assignee and its successors and assigns, and the Assignee purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement).

2. Cooperation and Recordation. The Assignor agrees to cooperate with the Assignee as reasonably necessary to give full effect to and to perfect the rights of the Assignee in the Assigned Trademarks. The Assignor agrees to execute and deliver such other documents and to take all such other actions as the Assignee and/or its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment. The Assignor agrees that the Assignee may record this Assignment (but not the Asset Purchase Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as the Assignee deems necessary, and the Assignee shall be responsible for all expenses and costs associated therewith.

3. Governing Law. This Assignment shall be construed by and governed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which

when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Assignment.

3532205_2.DOC

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

RAUCH INDUSTRIES, INC.

By: *Stevie Ruffi*
Name: Steven R. Hufft
Title: President and Chief Executive Officer

PUMPKIN MASTERS LLC

By: _____
Name: Gay Burke
Title: Manager

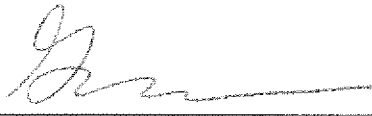
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

RAUCH INDUSTRIES, INC.

By: _____
Name: Steven R. Hufft
Title: President and Chief Executive Officer

PUMPKIN MASTERS LLC

By:  _____
Name: Gay Burke
Title: Manager

SCHEDULE I – ASSIGNED TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL # REG. #</u>	<u>FILE DATE REG. DATE</u>
'POWER' TOOLS FOR PUMPKINS	US	75/058,923 2,213,214	2/16/1996 12/22/1998
BARE BONES (stylized)	US	75/533,077 2,279,335	8/7/1998 9/21/1999
BARE BONES (stylized)	US	75/532,675 2,310,954	8/7/1998 1/25/2000
CARVE-O-LANTERN	US	73/650,902 1,465,923	3/23/1997 11/17/1987
CARVE-O-LANTERN	US	73/671,891 1,476,839	7/13/1987 2/16/1988
DURASAW	US	75/058,922 2,160,808	2/16/1996 5/26/1998

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL.#</u> <u>REG.#</u>	<u>FILE DATE</u> <u>REG. DATE</u>
EASY CARVE	US	75/899,933 2,484,623	1/21/2000 9/4/2001
HALLOWEEN HARDWARE	US	75/051,736 2,094,288	2/1/1996 9/9/1997
LANTERNS OF LIBERTY	US	78/088,695 2,591,780	10/16/2001 7/9/2002
LIGHTS ON	US	78/190,432 2,916,713	12/2/2002 1/4/2005
MELON LIGHTS FOR SUMMER NIGHTS!	US	74/489,514 1,879,719	2/14/1994 2/21/1995
MONSTER SNOT	US	78/086,592 2,861,224	10/2/2001 7/6/2004

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL.# REG.#</u>	<u>FILE DATE REG. DATE</u>
OK!	US	75/315,205 2,212,466	6/26/1997 12/22/1998
OUR KIDS	US	75/315,206 2,152,583	6/26/1997 4/21/1998
PUMPKIN MASTERS	US	74/470,930 1,912,503	12/20/1993 8/15/1995
PUMPKIN PORTRAITS	US	76/133,722 2,611,708	9/22/2000 8/27/2002
PUT A NEW FACE ON HALLOWEEN	US	73/671,896 1,477,650	7/14/1987 2/23/1988
SCARY CARRIES	US	75/557,511 2,272,369	9/24/1998 8/24/1999

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL # REG. #</u>	<u>FILE DATE REG. DATE</u>
THE ORIGINAL PUMPKIN CARVER	US	74/505,886 2,093,958	3/28/1994 9/9/1997
THE THING YA' FLING	US	75/718,388 2,430,455	6/1/1999 2/20/2001
ZOJO	US	75/746,868 2,437,613	7/8/1999 3/20/2004
PUMPKIN MASTERS	US	78/445,703 2,987,593	7/2/2004 8/23/2005
PUMPKIN MASTERS	US	78/445,485 2,987,591	7/2/2004 8/23/2005
PUMPKINS MASTERS	US	78/445,469 2,987,589	7/2/2004 8/23/2005

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
PUMPKIN MASTERS / AMERICA'S PUMPKIN CARVING COMPANY & Design	Canada	082152200 489,994	8/23/1996 02/16/1998
PUMPKIN MASTERS	Canada	082152300 489,360	8/23/1996 2/05/1998
PUMPKIN PORTRAITS	Canada	1,096,668	3/21/2001
PUMPKIN MASTERS	UK	2,137,466	
PUMPKIN MASTERS	UK	2,136,895	
PUMPKIN PORTRAITS	UK	2,265,159	

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL.# REG.#</u>	<u>FILE DATE REG. DATE</u>
HALLOWEEN HOST	US	78/361,557 3,048,723	2/3/2005 01/24/2006
HALLOWEEN TIME	US	78/469,681	
OK!	US	78/387,834	3/19/2004
OUR KIDS	US	78/387,823	3/19/2004
POWER MASTER	US	78/484,992	9/16/2004
PUMPKIN MASTERS	US	78/445,497 3,062,328	7/2/2004 2/28/2006

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL.#</u> <u>REG.#</u>	<u>FILE DATE</u> <u>REG. DATE</u>
PUMPKIN MASTERS	US	78/445,507	7/2/2004
PUMPKIN MASTERS	US	78/445,691	7/2/2004
PUMPKIN MASTERS	US	78/445,696	7/2/2005
PUMPKIN MASTERS	US	78/446,138	7/6/2004
PUMPKIN MASTERS	US	78/446,167	7/6/2004
PUMPKIN MASTERS	US	78/485,003	9/16/2004

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
STAR STUDDED PUMPKINS	US	78/382,029	3/10/2004
ZIPPY CARVE	US	78/289,228	8/19/2003
KID'S MONSTER LAB	US	78/707,757	9/7/2005
SUPER POKER (WORD ONLY)	US	78/758,338	11/21/2005
HALLOWEEN TRENDS (AND DESIGN)	US	78/748,983	11/8/2005
HALLOWEEN TRENDS	US	78/748,975	11/8/2005

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL.# REG.#</u>	<u>FILE DATE REG. DATE</u>
PUMPKIN PATCH	US	78/748,978	11/8/2005
PUMPKIN PATCH (AND DESIGN)	US	78/748,988	11/8/2005
CREATIVE CARVINGS	US	78/751,387	11/10/2005
CREATIVE CARVINGS (AND DESIGN)	US	78/748,980	11/8/2005
IMAGE CASTER	US	78/707,755	9/7/2005
READY, SET, CARVE!	US	78/678,321	7/26/2005

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL # REG. #</u>	<u>FILE DATE REG. DATE</u>
OUR KIDS	CHINA	4183643	07/23/2004
PUMPKIN MASTERS	CHINA	4180159	07/21/2004
PUMPKIN MASTERS	CHINA	4180163	07/21/2004
PUMPKIN MASTERS	CHINA	4180161	07/21/2004
PUMPKIN MASTERS	CHINA	4180160	07/21/2004
PUMPKIN MASTERS	CHINA	4180162	07/21/2004

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
PUMPKIN MASTERS	CHINA	4180164	07/21/2004
PUMPKIN MASTERS	CHINA	4180158	07/21/2004
PUMPKIN MASTERS	CHINA	4180157	07/21/2004