

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dimensions Unlimited, Inc.		06/22/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dimensions Unlimited, L.P.		
<b>Street Address:</b>	4467 White Bear Pkwy		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55110-7626		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1772275	TOTALLY CORRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	37545-4 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		
<b>Date:</b>	06/23/2006		

CH \$40.00 1772275

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 17, 2006 ("Effective Date") by and between Dimensions Unlimited, Inc., a Minnesota corporation, with its principal office at 4467 White Bear Pkwy, St. Paul, Minnesota ("Assignor"), and Dimensions Unlimited, L.P., a Minnesota limited partnership, with its principal office at 4467 White Bear Pkwy, St. Paul, Minnesota ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, and the unregistered trademarks set forth on Schedule B attached hereto, in each case together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**DIMENSIONS UNLIMITED, INC.**

**DIMENSIONS UNLIMITED, L.P.**

*Dennis L Getter*

*Dennis L Getter, President*  
DENNIS L GETTER, PRESIDENT

Name: DENNIS L GETTER

Name: OF DIMENSIONS UNLIMITED, INC

Title: President

Title: General Partner

## SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,772,275	5/18/1993	TOTALLY CORRECT

**SCHEDULE B**

**UNREGISTERED TRADEMARKS**

<b>Country</b>	<b>Mark</b>
U.S.	DIMENSIONS UNLIMITED
U.S.	MILLENNIUM SERIES