

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
Zions First National Bank		08/10/2006	Bank:
RECEIVING PARTY DATA			
Name:	RWS Enterprises		
Street Address:	9343 South 670 West		
City:	Sandy		
State/Country:	UTAH		
Postal Code:	84070		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1686368	KIDDIE KANDIDS	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	6080803 A		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	08/24/2006		

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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), is made and entered into as of this 10th day of August, 2006 ("Effective Date"), by and among Zions First National Bank, whose mailing address is 2640 South 3270 West, West Valley City, Utah 84119 ("Assignor") and RWS Enterprises, a Nevada corporation, having a place of business at 9343 South 670 West Sandy, Utah 84070 ("Assignee").

WHEREAS, Assignor and Assignee previously entered into a Trademark Collateral Assignment, dated June 30, 2004, whereby Assignee assigned certain trademark rights to Assignor; and

WHEREAS, Assignor now wishes to assign back to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (the "Mark"); and

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 the entire right, title and interest in and to the Mark, for the United States 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, 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 Mark, 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 represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (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) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall at Assignor's expense, 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, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, 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 Mark 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 any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor hereby authorizes and 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 Mark.

* * * * *

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

RWS ENTERPRISES

ZIONS FIRST NATIONAL BANK

CWF
Name: C Wayne Foy
Title: Pres

Name: _____
Title: _____

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

RWS ENTERPRISES

ZIONS FIRST NATIONAL BANK



Name: _____
Title: _____

Name: David S. Mathis
Title: Senior Vice President

STATE OF Utah)
) SS.
COUNTY Salt Lake)

On this 8th day of August, 2006, there appeared before me C Wayne Fox, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of RWS Enterprises.



Emily L. Bird
Notary Public

STATE OF _____)
) SS.
COUNTY _____)

On this _____ day of _____, 2006, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Zions First National Bank.

Notary Public

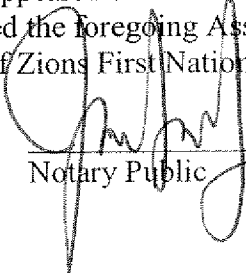
STATE OF)
) SS.
COUNTY)

On this _____ day of _____, 2006, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of RWS Enterprises.

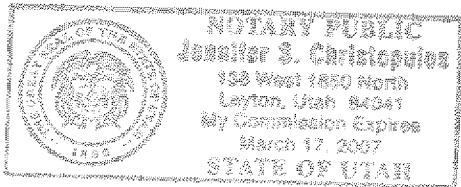
Notary Public

STATE OF UTAH)
) SS.
COUNTY SALT LAKE)

On this 10th day of August, 2006, there appeared before me DAVIO S. MADRIS, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Zions First National Bank.



Notary Public



SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

MARK	STATUS	OWNER/Grantor	REG. NO.	APP./REG. DATE
KIDDIE KANDIDS	Registered	RWS Enterprises	1686368	12/10/1990