

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
RWS Enterprises		08/10/2006	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kiddie Kandids, LLC		
<b>Street Address:</b>	9343 South 670 West		
<b>City:</b>	Sandy		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84070		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1686368	KIDDIE KANDIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	2001 Jefferson Davis, Hwy., Suite 1007		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22202		
<b>ATTORNEY DOCKET NUMBER:</b>	6080803 B		
<b>NAME OF SUBMITTER:</b>	Christopher E. Kondracki		
<b>Signature:</b>	/Christopher E. Kondracki/		
<b>Date:</b>	08/24/2006		

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Total Attachments: 5

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## TRADEMARK ASSIGNMENT

**This Trademark Assignment** (this "**Assignment**"), is made and entered into as of this 10<sup>th</sup> day of August, 2006 ("Effective Date"), by and among RWS Enterprises, a Nevada corporation, having a place of business at 9343 South 670 West Sandy, Utah 84070 ("Assignor") and Kiddie Kandids, LLC, a Delaware limited liability company, having a place of business at 9343 South 670 West Sandy, Utah 84070 ("Assignee").

**WHEREAS**, Assignor wishes to assign 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

KIDDIE KANDIDS, LLC

C W G Fox  
Name: C W G Fox  
Title: Pres.

Dale T Merrill  
Name: Dale T Merrill  
Title: Coor Secretary

STATE OF Utah )  
COUNTY Salt Lake ) SS.

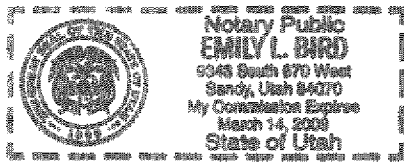
On this 8<sup>th</sup> day of August, 2006, there appeared before me C. Wayne Fox, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of RWS Enterprises



Emily L. Bird  
Notary Public

STATE OF Utah )  
COUNTY Salt Lake ) SS.

On this 8<sup>th</sup> day of August, 2006, there appeared before me Dale Merrill, 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 Kiddie Kandids, LLC.



Emily L. Bird  
Notary Public

**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS**

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