

**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>
Rauch Industries, Inc.		03/28/2006	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pumpkin Masters LLC		
<b>Street Address:</b>	650 South Cherry Street		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80246		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78445696	PUMPKIN MASTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)232-3288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-232-3388		
<b>Email:</b>	mjohnson@martinhenson.com		
<b>Correspondent Name:</b>	Martin & Henson, P.C.		
<b>Address Line 1:</b>	9250 West 5th Avenue		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Lakewood, COLORADO 80228		
<b>ATTORNEY DOCKET NUMBER:</b>	2283.03.44.1		
<b>NAME OF SUBMITTER:</b>	Timothy J. Martin		
<b>Signature:</b>	/timothy j martin/		

CH \$40.00 78445696

Date:

02/23/2007

**Total Attachments: 15**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of March 28, 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.

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[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: [Signature]  
Name: Steven R. Huff  
Title: President and Chief Executive Officer

PUMPKIN MASTERS LLC

By: \_\_\_\_\_  
Name: Gay Burke  
Title: Manager

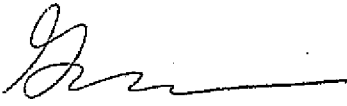
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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.#</u> <u>REG.#</u>	<u>FILE DATE</u> <u>REG. DATE</u>
OKI	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 #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>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 #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>
HALLOWEEN HOST	US	78/361,557 3,048,723	2/3/2005 01/24/2006
HALLOWEEN TIME	US	78/469,681	
OKI	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 STUDDDED 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.#</u> <u>REG.#</u>	<u>FILE DATE</u> <u>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 #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>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