

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
K & Company LLC		01/14/2004	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	New K & Company LLC		
Street Address:	8500 N.W. Riverpark Drive, Pillar No. 136		
City:	Parkville		
State/Country:	MISSOURI		
Postal Code:	64152		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78268254	DAISY HILL	
Serial Number:	78350861	MARCELLA	
Registration Number:	2376273	FRAME A NAME	
CORRESPONDENCE DATA			
Fax Number:	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(816) 460-2410		
Email:	bstanley@sonnenschein.com,amhansen@sonnenschein.com		
Correspondent Name:	Bryan P. Stanley		
Address Line 1:	P. O. Box 061080, Wacker Drive Station		
Address Line 2:	Sonnenschein Nath & Rosenthal LLP		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	70026970-0002		
NAME OF SUBMITTER:	Bryan P. Stanley		

OP \$90.00 78268254

Signature:	/bryan p stanley/
Date:	06/21/2007
Total Attachments: 6 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	

ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

WHEREAS, K & COMPANY, LLC, a Kansas limited liability company (hereinafter referred to as the "Assignor"), has adopted, used and is the owner of various registered trademarks and trademark applications set forth on the attached Schedule A, and all rights applicable thereto, including, but not limited to, all common law rights, causes of action, and rights to recover for past infringement, dilution or other misappropriation (hereinafter collectively the "Trademarks");

WHEREAS, NEW K & COMPANY LLC, a Delaware limited liability company (hereinafter referred to as the "Assignee"), is desirous of acquiring the Trademarks, together with the good will associated therewith;

WHEREAS, in accordance with the terms of the Asset Purchase Agreement dated as of January 14, 2004, among Assignee, Assignor, Dimensions Acquisition LLC, Kay Stanley & Company, Inc., CDS1, Inc. Kay L. Stanley and Curt D. Seymour, Assignee desires to obtain an assignment of Assignor's rights in the Trademarks and Assignor desires to assign its rights in the Trademarks to Assignee; and

WHEREAS, Assignee is the successor-in-interest to that portion of Assignor's business which pertains to the Trademarks;

NOW, THEREFORE, in, consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

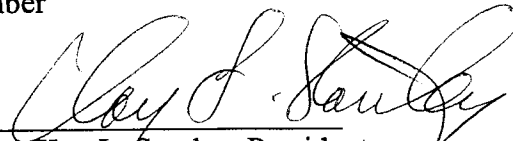
1. Assignor hereby assigns to Assignee all of its rights, title and interest, in and to the Trademarks, in each case together with the goodwill of the business connected with the use of and symbolized by the Trademarks and that portion of Assignor's business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*).
2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee, its successors or assigns.
3. Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such Trademark, or unpaid royalties with respect to use of any such Trademark, occurring before the date of this Assignment.

We have hereto set our hand(s) and seal(s) as of this 14 day of January, 2004

K. & COMPANY LLC

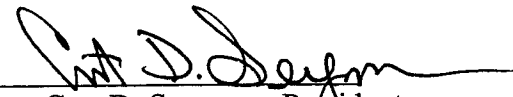
By:

KAY STANLEY & COMPANY, INC.,
Member

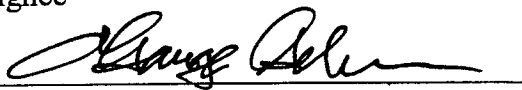
By: 
Kay L. Stanley, President

and

CDS1, INC., Member

By: 
Curt D. Seymour, President

NEW K & COMPANY LLC,
Assignee

By: 
Name: A. George Gebauer
Title: Vice Chairman

WA 738852.3

STATE OF MISSOURI
COUNTY OF Jackson
UNITED STATES OF AMERICA

I, Jacqueline L. Ives a Notary Public of the aforesaid County and State, do hereby certify that Kay L. Stanley personally appeared before me this day and acknowledged that she is President of KAY STANLEY & COMPANY, INC., which is a member of K & COMPANY, LLC, a limited liability company organized and existing pursuant to the laws of the State of Kansas, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name by her in the foregoing capacity as the free act and deed of the limited liability company.

WITNESS MY HAND AND NOTARIAL SEAL this 14th day of January, 2004.

Jacqueline L. Ives
Notary Public

My Commission Expires:

March 1, 2004

JAQUELINE L. IVES
Notary Public - Notary Seal
STATE OF MISSOURI
Cole County
My Commission Expires: March 01, 2004

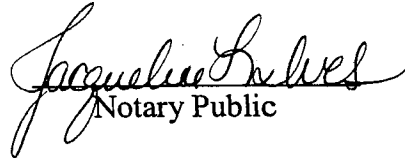
WA 738852.3

TRADEMARK
REEL: 003565 FRAME: 0860

STATE OF MISSOURI
COUNTY OF Jackson
UNITED STATES OF AMERICA

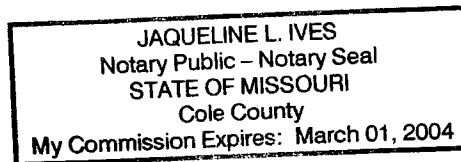
I, Jacqueline L. Ives a Notary Public of the aforesaid County and State, do hereby certify that Curt D. Seymour personally appeared before me this day and acknowledged that he is President of CDS1, INC., which is a member of K & COMPANY, LLC, a limited liability company organized and existing pursuant to the laws of the State of Kansas, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name by him in the foregoing capacity as the free act and deed of the limited liability company.

WITNESS MY HAND AND NOTARIAL SEAL this 14th day of January, 2004.


Notary Public

My Commission Expires:

March 1, 2004



WA 738852.3

TRADEMARK
REEL: 003565 FRAME: 0861

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
UNITED STATES OF AMERICA

I, ~~Donye Bolton~~ Wendy Bolton Notary Public of the aforesaid County and State, do hereby certify that A. George Gebauer personally appeared before me this day and acknowledged that he is the Vice Chairman of NEW K & COMPANY LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name by him as its Vice Chairman, as the free act and deed of the limited liability company.

WITNESS MY HAND AND NOTARIAL SEAL this 14th day of January 2004.


Notary Public

My Commission Expires:

WENDY E BOLTON
Notary Public State of Connecticut
My Commission Expires 01/31/2005

Schedule A

Registered Trademarks and Pending Applications for Registration

FRAME A NAME – U.S. Registration No. 2,376,273

DAISY HILL – U.S. Application Serial No. 78/268,254

MARCELLA – U.S. Application Serial No. 78/350,861

WA 738852.3