

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kathryn Beich, Inc.		05/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Great American Opportunities, Inc.
Street Address:	2451 Atrium Way
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37214
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0655316	
Registration Number:	0111626	GOLDEN CRUMBLES
Registration Number:	0641828	KATHRYN BEICH
Registration Number:	0634445	KATYDIDS
Registration Number:	2905713	
Registration Number:	2888521	FUNDRAISING FOR TODAY'S YOUTH
Registration Number:	2894680	GIFTS OF SPRING
Registration Number:	2752722	IMPS
Registration Number:	2883847	READING ROUNDUP
Registration Number:	2926219	READING ROUNDUP TOP TEN
Registration Number:	2878601	SOMETHING FOR EVERYONE!
Serial Number:	77427207	BASICS BY KATE

CORRESPONDENCE DATA

CH \$315.00 0655316

Fax Number: (202)530-1055
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-530-1010
Email: ehaughey@fchs.com
Correspondent Name: Edmund J. Haughey
Address Line 1: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112-3800

ATTORNEY DOCKET NUMBER:	01515.500300
NAME OF SUBMITTER:	Edmund J. Haughey
Signature:	/ehaughey/
Date:	06/02/2008

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”), is made as of the 24th day of April, 2008, by and between **KATHRYN BEICH, INC.**, a Delaware corporation with an address located at c/o Lincolnshire Management, Inc., 780 Third Avenue, 40th Floor, New York, New York 10017 (“Assignor”) and **GREAT AMERICAN OPPORTUNITIES, INC.**, a Tennessee corporation, with an address located at 2451 Atrium, Way, Nashville, Tennessee 37214 (“Assignee”).

EXPLANATORY STATEMENT

WHEREAS, Assignor sold and assigned certain of its assets to Assignor pursuant to an Asset Purchase Agreement dated April 24, 2008 among Assignor, Assignee, and KB Investment Partners, L.P. (the “Purchase Agreement”), which assets assigned by Assignor to Assignee include the federally registered trademarks and the pending trademark application listed on Exhibit A attached hereto (collectively, the “Marks”); and

WHEREAS, Assignor desires by this Assignment to assign the Marks to Assignee and Assignee desires to accept and assume the same, subject to the terms and conditions contained in this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Marks. The Marks being sold and assigned hereunder are set forth on Exhibit A, attached hereto and incorporated by reference herein.

Section 2. Assignment and Assumption. Assignor hereby assigns to Assignee and Assignee accepts and assumes from Assignor all right, title, and interest in and to the Marks, including the goodwill of the business symbolized by the Marks.

Section 3. Representations.

3.1. By Assignor. To induce Assignee to accept delivery of this Assignment, Assignor hereby represents and warrants that, on the date hereof and at the time of such delivery, Assignor has sold and assigned all of its right, title, and interest to the Marks, including the goodwill of the business symbolized by the Marks, to Assignee. Assignor represents and warrants that it is the record owner of the Marks and that it has not sold or transferred the Marks or licensed any interest in the Marks to any third party.

3.2. By Each Party. Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

Section 4. General.

4.1. Applicable Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed hereby shall be

governed by the federal laws of the United States and, to the extent not inconsistent therewith, the internal laws of the State of New York.

4.2. Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

4.3. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

4.4. Recordation with Patent and Trademark Office ("PTO"). By executing this Assignment, the parties hereby designate Michael L. Quinn, Esq. and Adam S. Zarren, Esq. (or either of them) of Neuberger, Quinn, Gielen, Rubin & Gibber, P.A. and Edmund Haughey of Fitzpatrick, Cella, Harper & Scinto (or any of them) to have all rights, power, and authorization to record this Assignment and all other instruments and documents that may be required to be recorded with the PTO in order to effectuate the foregoing assignment of the ownership interests in and to the Marks.

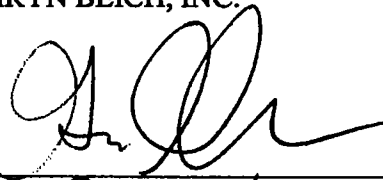
4.5. Conflicts. In the event that any provision of this Assignment conflicts with a provision of the Purchase Agreement, the provision of the Purchase Agreement shall govern.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademarks as of the day and year first above written.

ASSIGNOR:

KATHRYN BEICH, INC.

By:  (SEAL)
Name: George Henry
Title: VP

ASSIGNEE:

GREAT AMERICAN OPPORTUNITIES, INC.

By: _____ (SEAL)
Name:
Title:

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademarks as of the day and year first above written.

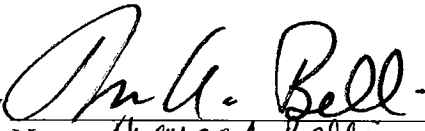
ASSIGNOR:

KATHRYN BEICH, INC.

By: _____ (SEAL)
Name:
Title:

ASSIGNEE:

GREAT AMERICAN OPPORTUNITIES, INC.

By:  _____ (SEAL)
Name: Thomas A. Bell
Title: President

State of NEW YORK)
County of NEW YORK):

I HEREBY CERTIFY that on this 28 day of May, 2008, before me a Notary Public in and for the State and County aforesaid personally appeared GEORGE HENRY, known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed VICE PRESIDENT of Kathryn Beich, Inc., a Delaware corporation, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

DOROTHY KENNA
Notary Public, State of New York
No. 01KE4700044
Qualified in Queens County
Commission Expires February 28, 2010



Notary Public

My Commission Expires: _____

State of Tennessee)
County of Davidson):

I HEREBY CERTIFY that on this ___ day of May, 2008, before me a Notary Public in and for the State and County aforesaid personally appeared _____, known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed _____ of Great American Opportunities, Inc., a Tennessee corporation, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

Notary Public

My Commission Expires: _____

State of _____)
):
County of _____)

I HEREBY CERTIFY that on this ___ day of May, 2008, before me a Notary Public in and for the State and County aforesaid personally appeared _____, known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed _____ of Kathryn Beich, Inc., a Delaware corporation, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

Notary Public

My Commission Expires: _____

State of Tennessee)
):
County of Davidson)

I HEREBY CERTIFY that on this 23rd day of May, 2008, before me a Notary Public in and for the State and County aforesaid personally appeared Thomas A. Belli known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed President of Great American Opportunities, Inc., a Tennessee corporation, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

My Commission Expires: January 3, 2011 _____
Notary Public

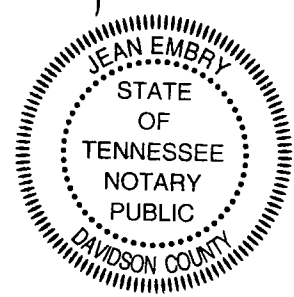


Exhibit A
List of Marks

1. DESIGN MARK (Reg. No. 655316)
2. GOLDEN CRUMBLES (Reg. No. 111626)
3. KATHRYN BEICH (Reg. No. 641828)
4. KATYDIDS (Reg. No. 634445)
5. SCHOOL CHEWS (Reg. No. 232405)
6. DESIGN MARK (Reg. No. 2905713)
7. FUNDRAISING FOR TODAY'S YOUTH (Reg. No. 2888521)
8. GIFTS OF SPRING (Reg. No. 2894680)
9. IMPS (Reg. No. 2752722)
10. READING ROUNDUP (Reg. No. 2883847)
11. READING ROUNDUP TOP TEN (Reg. No. 2926219)
12. SOMETHING FOR EVERYONE! (Reg. No. 2878601)
13. BASICS BY KATE (Serial No. 77/427,207) (pending registration)