

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
Francesca Connolly		05/15/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Remodelista, LLC		
Also Known As:	AKA Remodelista.com		
Street Address:	35 Miller Avenue, Suite 304		
City:	MILL VALLEY		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77217550	REMODELISTA	
Registration Number:	3385037	REMODELISTA	
CORRESPONDENCE DATA			
Fax Number:	(415)381-1244		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-415-383-1628		
Email:	josh@remodelista.com		
Correspondent Name:	Joseph E. Groves		
Address Line 1:	35 Miller Avenue, Suite 304		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
NAME OF SUBMITTER:	Joseph E Groves		
Signature:	/Joseph E Groves/		
Date:	06/06/2008		

OP \$65.00 77217550

Total Attachments: 3

source=Remodelista Trademark Assignment Signed#page1.tif

source=Remodelista Trademark Assignment Signed#page2.tif

source=Remodelista Trademark Assignment Signed#page3.tif

SERVICE MARK AND RIGHTS ASSIGNMENT AGREEMENT

This Service Mark and Rights Assignment Agreement (this "Agreement") is made effective as of the 15th day of May, 2008 (the "Effective Date"), by and between Remodelista, LLC ("Assignee") and Francesca Connolly ("Assignor") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITAL

WHEREAS, Assignor desires to assign the Service Mark as defined herein, to Assignee, in consideration for the consideration provided for herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT.

1.1 To all whom it may concern be it known that for and in consideration of U.S. \$1,000, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries and jurisdictions, in and to that certain services mark REMODELISTA, registered with the United States Patent and Trademark Office under registration number 3385037 (the "Service Mark"), together with Assignor's entire right, title and interest in and to the business associated with the Service Mark, all good will symbolized by the Service Mark, all rights in designation or origin, and all trademark, trade name, and house mark rights, and such other rights as may issue thereon, and under which Assignor may claim priority under United States law or international convention (the "Rights"), all to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which such Service Mark and Rights may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of trade names, trade marks, service marks and designations of origin. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Service Mark and the Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all trade marks, service marks, trade names, and designations of origin, the right to sue for past infringement with attorneys and agents of Assignee's selection and the right to procure the grant of all trade marks, service marks, trade names, and designation of origin, to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

2. ASSIGNEE'S OBLIGATIONS.

2.1 Assignor hereby further agrees for herself and her successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Service Mark and Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to corresponding foreign or international trade marks, service marks, trade names, and designations of origin applications as requested by Assignee, and generally do everything

possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Service Mark and the Rights in all countries, but in each instance at Assignee's reasonable expense.

2.2 Assignor hereby further agrees to provide statements or testimony in any action or other proceeding in which any of the Service Mark or the Rights may be involved.

2.3 Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Service Mark or the Rights or any license to use the same or to make, use or sell anything utilizing any of the Service Mark or the Rights, and that it has good right to assign the Service Mark or the Rights without encumbrance.

2.4 Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Service Mark or the Rights as shall be granted upon the Service Mark or the Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

3. MISCELLANEOUS.

3.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be proper in any proceeding concerning this Agreement or its interpretation or purported breach, only in the state or federal court for the county of Marin, State of California.

3.2 This Agreement is not assignable or transferable by Assignor without the prior written consent of Assignee; any attempt to do so shall be void *ab initio*.

3.3 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert witness fees.

3.4 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

3.5 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

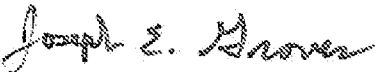
3.6 This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

3.7 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the Parties as set below (or such other address as a party may designate by ten (10) days notice), and shall be deemed to have been received on the actual receipt thereof.

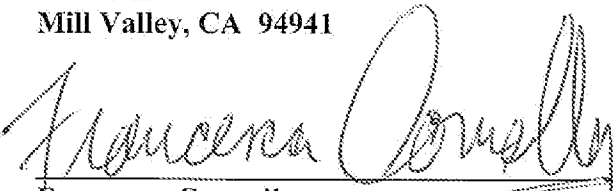
3.8 Assignee and Assignor shall be considered to be joint authors of this Agreement and no rules of construction shall be invoked concerning this Agreement or the interpretation of this Agreement or its provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date and the year first hereinabove written.

Remodelista, LLC
a California Limited Liability Company

By: 
Joseph E. Groves, Manager

Address: 401F Miler Avenue
Suite 136
Mill Valley, CA 94941


Francesca Connolly

Address: 5 Montague Terrace
Brooklyn, NY 10021