

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SimonDelivers, Inc.		08/25/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Coborn's Delivers, LLC
<b>Street Address:</b>	1445 East Highway 23
<b>Internal Address:</b>	PO Box 6146
<b>City:</b>	St. Cloud
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	56302
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78512469	SIMONDELIVERS
Serial Number:	78512899	SIMON DELIVERS HOME GROCERY DELIVERY
Serial Number:	78512491	DELIVERING THE STORE RIGHT TO YOUR DOOR
Serial Number:	78512496	LIFE TASTES GOOD
Serial Number:	78942387	PLAN FOR LIFE
Serial Number:	78512523	SIMON'S DINER
Serial Number:	78519595	SIMON BUCKS
Serial Number:	78512510	SIMONINSIDER

**CORRESPONDENCE DATA**

Fax Number: (612)335-1657  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6123351448  
 Email: eric.paulsrud@leonard.com  
 Correspondent Name: Eric D. Paulsrud

OP \$215.00 78512469

Address Line 1: 150 South 5th Street  
Address Line 2: Suite 2300  
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	64468.00003
NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	08/26/2008

**Total Attachments: 5**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT ("Agreement") is made effective as of August 25, 2008 ("Effective Date") by and between SimonDelivers Inc., a Delaware corporation ("Assignor") and Coborn's Delivers, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement by and among Assignor, Assignee, C2morrow IP, LLC, a Minnesota limited liability company, Coborn's Delivers Liquor, LLC, a Minnesota limited liability company and Simon's Liquor Store, Inc., a Minnesota corporation ("Purchase Agreement"), providing for, among other things, the assignment and transfer by Assignor to Assignee of all trademarks and domain names.

WHEREAS, Assignor is the sole and exclusive owner of certain registered and unregistered service marks, trademarks, trademark applications and trade names as set forth in Exhibit A (the "Transferred Marks").

WHEREAS, Assignor is the sole and exclusive owner of Internet domain names set forth on the attached Exhibit B (the "Domain Names").

WHEREAS, Assignee desires to acquire and Assignor wishes to assign all right, title and interest in, to and under the Transferred Marks and the Domain Names.

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

### 1. ASSIGNMENT OF TRADEMARKS

1.1 Assignor does hereby sell, assign convey and transfer unto Assignee all of Assignor's right, title, and interest in and to all trademarks of the Assignor (both U.S. and worldwide), including without limitation, the Transferred Marks and all corresponding U.S. and international trademark applications and trademark registrations ("Applications and Registrations") listed in Exhibit A hereto and all common law rights, together with the goodwill of the business symbolized by the Transferred Marks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Transferred Marks and the right to collect damages therefor.

1.2 Assignor agrees to cooperate in executing any further documents necessary for the recordation of this assignment in any governmental office or agency and to otherwise give effect to the purpose of this assignment of the Transferred Marks. Assignor hereby authorizes the U.S. Patent and Trademark Office and the officials of any other country empowered to issue trademark registrations to record this assignment and to issue or transfer the Transferred Marks, including all Applications and Registrations, to Assignee as the owner of all right, title and interest therein, or otherwise as Assignee may direct.

## 2. ASSIGNMENT OF DOMAIN NAMES

2.1 Assignor does hereby transfer and assign to Assignee all right, title and interest, and all goodwill associated therewith, in and to the Domain Names in all relevant registries throughout the world.

2.2 Assignor further covenants and agrees to assist Assignee with the efforts necessary to effectuate the transfer of the Domain Names to Assignee including, but not necessarily limited to all assignment, transfer and registration requirements mandated by InterNIC, Network Solutions or such other entity responsible for such transfers.

## 3. MISCELLANEOUS

3.1 Incorporation of Recitals. The Recitals set forth above are incorporated herein by reference and are made a part of this Agreement, and shall constitute an expression of the intent of the parties.

3.2 Choice of Law. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota, without regard to its conflict of laws rules.

3.3 Entire Agreement. This Agreement, along with the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties or any official or representative thereof. This Agreement and any attachment hereto will be modified only by an instrument in writing signed by the parties.

3.4 Successors. All covenants and agreements of Assignor and Assignee under this Agreement shall apply to and bind Assignor and Assignee, and their respective successors and assigns.

3.5 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Trademark and Domain Name Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:


SIMONDELIVERS INC.

Coborn's Delivers, LLC

By: *Amy U. Gale*  
Its: *President*

By: *Christopher M. Coborn*  
Its: *President & CEO*

**EXHIBIT A  
TRADEMARKS**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>
SIMONDELIVERS	78/512,469	November 5, 2004	3078941
SIMONDELIVERS HOME GROCERY DELIVERY  	78/512,899	November 8, 2004	3106085
DELIVERING THE STORE RIGHT TO YOUR DOOR	78/512,491	November 5, 2004	3084727
LIFE TASTES GOOD EASY EATS	78/512,496	November 5, 2004	3100176
PLAN FOR LIFE	78/942,387	August 1, 2006	
SIMON'S DINER	78/512,523	November 5, 2004	
SIMON BUCKS [Abandoned]	78/519,595	November 18, 2004	
SIMONINSIDER [Abandoned]	78/512,510	November 5, 2004	

**EXHIBIT B  
DOMAIN NAMES**

**Domain Name:** SIMONDELIVERS.COM

**Registrant:**

SimonDelivers.com  
ATTN: SIMONDELIVERS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA 20172-0447

**Administrative Contact:**

Westman, Kelly  
fe3qv3qu4s7@networksolutionsprivateregistration.com  
ATTN: SIMONDELIVERS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA 20172-0447  
Phone: 570-708-8780

**Technical Contact:**

Network Solutions, LLC.  
customerservice@networksolutions.com  
13861 Sunrise Valley Drive  
Herndon, VA 20171  
US  
Phone: 1-888-642-9675  
Fax: 571-434-4620