

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
Mrs. Colorado America, Inc.		10/06/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Patricia Dampier		
Street Address:	9560 Bear Claw Drive		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80127		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3259786	MRS. COLORADO	
CORRESPONDENCE DATA			
Fax Number:	(303)297-2750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-297-2600		
Email:	dblock@rwolaw.com		
Correspondent Name:	Daniel J. Block		
Address Line 1:	1099 18th Street		
Address Line 2:	Suite 2600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	06427-001		
NAME OF SUBMITTER:	Daniel J. Block		
Signature:	/Daniel J. Block/		
Date:	10/09/2008		

CH \$40.00 3259786

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made effective as of the 10 day of October, 2008 (the "Effective Date"), between MRS. COLORADO AMERICA, INC., a Colorado corporation, P. O. Box 270072, Littleton, Colorado 80127 ("MCA"); and PATRICIA DAMPIER, an individual residing at 9560 Bear Claw Drive, Littleton, Colorado 80127 ("Dampier").

RECITALS

A. Immediately prior to the effectiveness of this Agreement, MCA is the owner of the following trademarks and service marks (collectively, the "Marks"):

1. "MRS. COLORADO," which is registered (i) with the U. S. Patent and Trademark Office under U. S. trademark registration # 3,259,786 for entertainment in the nature of beauty pageants; and (ii) with the Colorado Secretary of State under Document Number 20031343115 for education and entertainment services.

2. "Mrs. Colorado and Design"

3. Any other trademarks, service mark, and logos owned by MCA that have been used in connection with MCA's business.

B.

C. As of the Effective Date of this Agreement, Dampier is an officer and the sole director of MCA, and owns all of the stock of MCA.

D. MCA and Dampier desire to enter into an agreement by which MCA will assign its ownership of the Marks and

to Dampier.

AGREEMENT

1. MCA assigns to Dampier all of its ownership rights in the Marks and the IP Material; including the right to grant licenses to other parties to use the Marks and the IP Material. The parties acknowledge and agree that MCA retains ownership of the content on the website owned by MCA.

2. In consideration of the transfer from MCA to Dampier of the ownership rights pertaining to the Marks and the IP Material, on the Effective Date of this Agreement Dampier will

3. MCA recognizes and acknowledges that upon execution of this Agreement, the Marks and the IP Material, all rights in the Marks and the IP Material, and the goodwill pertaining to the Marks and the IP Material, belong exclusively to Dampier; and that all rights resulting from MCA's use of the Marks and the IP Material inure to the benefit of Dampier.

4. MCA acknowledges and agrees that upon execution of this Agreement, Dampier will have the sole right to use or to license to others the use of the Marks the IP Material for any and all goods or services, including beauty pageants. Dampier agrees that she will negotiate in good faith with a person

or entity that purchases all or substantially all of the remaining assets of MCA in an effort to agree on the terms of a license agreement enabling that person/entity use the Marks and the IP Material, but only on terms acceptable to Dampier.

5. Dampier agrees that MCA will have no liability, and Dampier will indemnify, defend, and hold MCA harmless against any and all damages, liabilities, attorneys' fees, or costs incurred by MCA in defending against any third-party claims or threats of claims under trademark or unfair competition or deceptive trade practices acts arising from the use of the Marks and the IP Material by Dampier or a licensee of Dampier after the Effective Date of this Agreement. MCA may, at its own expense, appear through counsel of its own choosing to defend itself in any such action.

6. MCA agrees that Dampier will have no liability, and MCA will indemnify, defend, and hold Dampier harmless against any and all damages, liabilities, attorneys' fees, or costs incurred by Dampier in defending against any third-party claims or threats of claims arising from the business or products of MCA or its use of the Marks and the IP Material prior to the Effective Date of this Agreement. Dampier may, at its own expense, appear through counsel of its own choosing to defend herself in any such action.

7. This Agreement contains the entire agreement between the parties relating to its subject matter; and it supersedes all prior discussions or writings concerning its subject matter. The terms of this Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

8. This Agreement will be governed by the laws of the state of Colorado. The exclusive forum for any disputes under this Agreement will be the state or the federal courts located in Colorado.

MRS. COLORADO AMERICA, INC.

By: Patricia Dampier
Patricia Dampier
President

Patricia Dampier
Patricia Dampier, Individually