

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
Duchossois Industries, Inc.		10/20/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	HeathCo LLC		
Street Address:	845 Larch Avenue		
City:	Elmhurst		
State/Country:	ILLINOIS		
Postal Code:	60126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77258051	8 NOTE MELODY	
Serial Number:	77258064	BASIC 2 NOTE	
Serial Number:	77257932	MAKE-IT-MOTION	
CORRESPONDENCE DATA			
Fax Number:	(502)561-0442		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	1-502-584-1135		
Email:	bmcgraw@midtreut.com		
Correspondent Name:	Brian P. McGraw		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Brian P. McGraw		
Signature:	/Brian McGraw/		
Date:	10/22/2008		

OP \$90.00 77258051

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TRADEMARK
REEL: 003874 FRAME: 0803

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, effective as of 10/20/08, is from **Duchossois Industries, Inc.**, a Corporation organized under the laws of the State of Illinois, currently having an office and place of business at 845 Larch Avenue, Elmhurst, IL 60126 ("Assignor"), to **HeathCo LLC**, a limited liability company organized under the laws of the State of Delaware, having an office and place of business at 845 Larch Avenue, Elmhurst, IL 60126 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the trademarks listed on Schedule A attached hereto, along with the corresponding Applications and Registrations thereto (collectively referred to hereinafter as "the Marks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Marks, together with the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby evidence its assignment unto Assignee of:

1. The entire and exclusive right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, including, without limitation, any applications and registrations therefore, any renewals and extensions of the registrations, the right to register the Marks in Assignee's name throughout the world, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter; and

2. The sole right to enforce all rights in and to said Marks, with the right to sue for and recover in Assignee's own name and/or for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

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Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

DUCHOSSOIS INDUSTRIES, INC.,

By: Mark B. TONE

Name: MARK B. TONE

Title: SVP- ADMINISTRATION

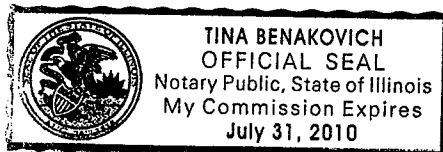
Dated: 10/20/08

I do hereby certify that Mark B. TONE, personally known to me to be the person who executed the foregoing document on behalf of Assignor, appeared before me this day in person and has acknowledged to me that he/she executed the Agreement and Assignment of his/her own free will and as the free will of Assignor, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this ____ day of October, 2008.



Tina Benakovich
Notary Public

My commission expires: 7/31/10



SCHEDULE A

DUCHOSSOIS INDUSTRIES, INC. TRADEMARKS

COUNTRY	TRADEMARK	FILED	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS
U.S.A.	8 NOTE MELODY & Design 	08/17/2007	77/258,051	n/a	n/a	Pending/Allowed; First Use Date of November 30, 2007
U.S.A.	BASIC 2 NOTE & Design 	08/17/2007	77/258,064	n/a	n/a	Pending/Allowed; First Use Date of November 30, 2007
U.S.A.	MAKE-IT-MOTION	08/17/2007	77/257,932	n/a	n/a	Pending/Allowed; First Use Date of November 30, 2007