

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
Mirage Products, Inc.		12/30/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Bodley-Mirage, LLC		
Street Address:	9761 Clayton Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63124		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2403052	MIRAGE	
Registration Number:	2413357	GET REAL GET MIRAGE	
Registration Number:	1899343	MIRAGE	
CORRESPONDENCE DATA			
Fax Number:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	ejones@armstrongteasdale.com		
Correspondent Name:	Andrew B. Mayfield		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	BODLEY-MIRAGE, LLC		
NAME OF SUBMITTER:	Andrew B. Mayfield		
Signature:	/ABM-ATLLP/		

CH \$90.00 2403052

Date:

02/03/2009

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") is made and delivered as of December 30, 2008 by:

Mirage Products, Inc.

("Seller")

and

Patrick J. Viets (individually and as trustee of the Patrick J. Viets Revocable Trust U/I dated June 15, 2000) and Laura A. Viets (individually and as trustee of the Laura A. Viets Revocable Trust U/I dated June 15, 2000)

("Principals")

in favor of:

Bodley-Mirage, LLC

("Buyer").

WHEREAS, Buyer, Seller and Principals have entered into that certain Asset Purchase Agreement of even-date herewith dated as of December 26th, 2008 (the "Asset Purchase Agreement") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Under the terms of the Asset Purchase Agreement, Seller agreed to sell, transfer, and assign to Buyer the Intellectual Property of Seller and/or Principals shown on §3.16.1 and §3.16.4 of the Disclosure Schedule of the Asset Purchase Agreement or as included in the Acquired Assets (the "Included Intellectual Property").

NOW THEREFORE, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest free and clear of all Security Interests, in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all patents, trademarks and servicemarks included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to Buyer hereby. Seller shall use commercially reasonable best efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.


For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

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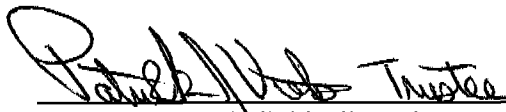
IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment as of the day and year first above written.

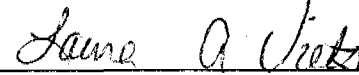
BUYER

BODLEY-MIRAGE, LLC

By: 
Printed Name: Douglas Albrecht
Title: Mirage

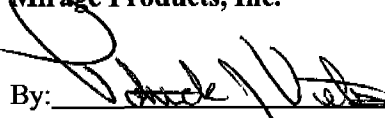
PRINCIPALS:

 Trustee
Patrick J. Viets, individually and as trustee of
of the Patrick J. Viets Revocable Trust U/I
dated June 15, 2000


Laura A. Viets, individually and as trustee of
of the Laura A. Viets Revocable Trust U/I dated
June 15,
2000

SELLER

Mirage Products, Inc.

By: 
Printed Name: Patrick Viets

Title: President

Disclosure Schedule 3.16.1—Intellectual Property

Websites:

Provider	Web Address	Expiration Date
Register.com	<u>Mirageproducts.com</u>	

Telephone Numbers:

Toll Free Telephone Numbers	Local Number Routed To	Method Used	Sales Group
800-886-0106	636-278-2578		
866-499-6973	636-278-3250		
888-263-5795	636-278-4052		

Trade names:

Mirage Products/Mirage Products, Inc.

Other:

Uniform Code Council, Inc. – Number System Character: 0; UPC Manufacturer Number: 08087

Trade Mark: MIRAGE; TM Reg. No. 2,403,052

Trade Mark: GET REAL GET MIRAGE; TM Reg. No. 2,413,357

Trade Mark: MIRAGE: TM Reg. No. 1,899,343

See Disclosure Schedule 3.19.1, which is incorporated herein by reference. The Intellectual Property rights in such contracts are not significant.

all trade secrets and confidential business and other proprietary information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer lists and supplier lists, pricing and cost information, and business and marketing plans and proposals), all other proprietary rights, and all copies and tangible embodiments thereof (in whatever form or medium)

Disclosure Schedule 3.16.4—Registered Intellectual Property

Trade Mark: MIRAGE; TM Reg. No. 2,403,052

Trade Mark: GET REAL GET MIRAGE; TM Reg. No. 2,413,357

Trade Mark: MIRAGE: TM Reg. No. 1,899,343

See Disclosure Schedules 3.16.1 and 3.19.1, which are incorporated herein by reference, to the extent any contracts listed therein afford Mirage Products, Inc. with intellectual property rights.