

MICHAEL BETTIN COMPANY:2200 WEST PARKWAY BLVD.

TRADEMARK ASSIGNMENT

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**02/11/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franklin Covey, Co.		07/05/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Franklin Covey Products, LLC.
Street Address:	2250 West Parkway Blvd.
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84119
Entity Type:	LIMITED LIABILITY COMPANY: <i>Utah</i>

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77511378	BETTER THAN A YELLOW PAD
Registration Number:	3054878	DAY 1 ONE
Serial Number:	77490447	FCMOBILELIFE
Serial Number:	77475880	FCMOBILELIFE
Registration Number:	2541965	FORMSWIZARD
Registration Number:	2526295	INSERTABLES
Registration Number:	2368479	LOVING REMINDERS
Registration Number:	2469297	RIVERWOOD

CORRESPONDENCE DATA

Fax Number: (801)817-8197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (801) 817-1776
 Email: adrienne.triplett@franklincovey.com
 Correspondent Name: Michael Bettin
 Address Line 1: 2200 West Parkway Blvd.

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);MICHAEL BETTIN COMPANY:2200 WEST PARKWAY BLVD.

Address Line 4: Salt Lake City, UTAH 84119	
NAME OF SUBMITTER:	Michael Bettin
Signature:	/Michael Bettin/
Date:	02/11/2009
Total Attachments: 3 source=trademark.servicemark.assig#page1.tif source=trademark.servicemark.assig#page2.tif source=trademark.servicemark.assig#page3.tif	

);MICHAEL BETTIN COMPANY:2200 WEST PARKWAY BLVD.

TRADEMARK AND SERVICE MARK ASSIGNMENT

WHEREAS, FRANKLIN COVEY CO., a Utah corporation, ("Assignor"), is the owner of the trademarks, trademark registrations and trademark applications, service marks and service mark applications in the form more fully described in Exhibit A hereto (the "Marks");

WHEREAS, Assignor desires to assign and FRANKLIN COVEY PRODUCTS, LLC, a Utah limited liability company, ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

WHEREAS, Assignor has filed some trademark and service mark applications, indicating the intention to use the trademarks or service marks represented there in, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Lanham Act, (the "ITU Marks");

WHEREAS, Assignor desires to assign the ITU Marks as part of the entire business or portion thereof to which the ITU Marks pertain as required by § 10 of the Lanham Act and Assignee desires to receive all of Assignor's right, title and interest in and to the ITU Marks, together with the portion of the business to which the ITU Marks pertain and the goodwill associated therewith.

WHEREAS, Assignor and Assignee have executed that certain Master Asset Purchase Agreement made as of May 22, 2008, with its associated Bill of Sale and other ancillary agreements (collectively, the "Master Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Master Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Master Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States of America, together with the goodwill associated therewith, and together with the portion of the business to which the ITU Marks pertain and symbolized by the ITU Marks, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

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);MICHAEL BETTIN COMPANY:2200 WEST PARKWAY BLVD.

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the fifth day of July, 2008.

ASSIGNOR:

FRANKLIN COVEY CO.

By: Steve Young
Name: Steve Young
Title: CEO

Approved
Legal Division
[Signature]
1/8/09
Dated

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 21 day of Jan, ²⁰⁰⁹~~2008~~, before me a Notary Public in and for said county, personally appeared STEVE YOUNG, the above-mentioned representative of the Assignor, Franklin Covey Co., who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and consideration therein expressed.

(SEAL)

Gloria Mellios
Notary Public

My commission expires: 1-18-2012



ASSIGNEE:

FRANKLIN COVEY PRODUCTS, LLC

By: [Signature]
Name: [Signature]
Title: CEO

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 21 day of Jan, ²⁰⁰⁹~~2008~~, before me a Notary Public in and for said county, personally appeared SARAH MERZ, the above-mentioned representative of the Assignor, Franklin Covey Co., who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and consideration therein expressed.

(SEAL)

Gloria Mellios
Notary Public

My commission expires: 1-18-2012



);MICHAEL BETTIN COMPANY:2200 WEST PARKWAY BLVD.

**TRADEMARK AND SERVICE MARK ASSIGNMENT
 EXHIBIT A¹ - U.S.**

	Trademark or Service Mark	Country	Application No.	Registration No.
*	BETTER THAN A YELLOW PAD	U.S.	77/511376	
	day①ne	U.S.	78/562926	3054878
*	FCMOBILELIFE	U.S.	77/490447	
	FCMOBILELIFE	U.S.	77/475880	
	FORMSWIZARD	U.S.	78/147441	2541965
	INSERTABLES	U.S.	76/008395	2526295
	LOVING REMINDERS	U.S.	75/754361	2368479
	RIVERWOOD	U.S.	75/911380	2469297

¹ The listed trademarks or service marks with an * notation are ITU Marks as defined herein.