

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Dianne Arbuckle		07/10/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rimports (USA) LLC		
Composed Of:	COMPOSED OF Angela Marie Palmer, citizen of USA, and Jeffery Wayne Palmer, citizen of USA		
Street Address:	201 East Bay Blvd.		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84606		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3214466	SIMPLY SCENTSATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(801)426-8208		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801/426-8200 x4802		
Email:	bmadsen@fslaw.com		
Correspondent Name:	Barnard N. Madsen		
Address Line 1:	3301 N. University Ave.		
Address Line 4:	Provo, UTAH 84604		
ATTORNEY DOCKET NUMBER:	RIMPORTS/TM		
NAME OF SUBMITTER:	Barnard N. Madsen		
Signature:	/Barnard N. Madsen/		

OP \$40.00 3214466

Date:

07/10/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

WHEREAS, Dianne Arbuckle, an individual doing business as "Simply Scentsational" in the State of Texas and having a place of business at 4110 Oxhill Road, Spring, Texas 77388 ("Assignor"), has adopted, used and is using the trademark "Simply Scentsational," which was registered with the U.S. Patent and Trademark Office (the "PTO") on March 6, 2007, as Registration No. 3214466 (the "Mark"); and

WHEREAS, Assignor, as the registered owner of the Mark, is willing to sell and assign the same to Assignee; and

WHEREAS, Rimports (USA) LLC, a Utah limited liability company having its place of business at 201 East Bay Blvd., Provo, Utah 84606 ("Assignee"), wishes to acquire all rights, title and interests in and to the Mark, and any trademark applications and/or trademark registrations therefor, and the goodwill associated therewith.

NOW, THEREFORE, for Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree to all of the terms and conditions of this Trademark Assignment and License Agreement (hereinafter referred to as the "Agreement" or the "Assignment"):

1. Assignor hereby unconditionally and forever assigns, sells, transfers, conveys and grants to Assignee (including its successors and assigns) all of Assignor's rights, title and interests in and to the Mark and any derivative marks, together with the goodwill of the Mark and all applications and registrations of said Mark with the PTO, and also including without limitation the right to file foreign trademark applications on the Mark in Assignee's own name and the right to sue for infringement and retain all such damages in its own name wherever such rights may be legally exercised (all of which rights are included collectively in the term "Mark").
2. Assignor hereby represents and warrants to Assignee that she is the sole and exclusive owner of the Mark, that she has full power to assign the Mark to Assignee without the consent of any third party, and that the Mark is not subject to any agreement, lien or other arrangement whereby any third party has any right, title or interest therein; and Assignor agrees to indemnify and hold Assignee harmless with respect to any claims, losses, damages and expenses suffered or incurred by Assignee (a) as a result of or related to any third party claims contesting this Assignment or Assignee's rights hereunder or asserting any rights in or liens on the Mark or (b) arising from any breach of any warranty of Assignor set forth herein, up to a maximum amount equal to the cash payment(s) made by Assignee to Assignor hereunder.
3. Assignee hereby grants Assignor a non-exclusive, perpetual, paid-up, non-transferable license to use the Mark for the limited application of the same to scented

candles manufactured, marketed and sold by Assignor in the State of Texas, for so long as Assignor continues her current scented candle business, but with the understanding that said limited license is personal to Assignor and may not be transferred or assigned by her to any third party.

4. The above-referenced consideration of Ten Thousand Dollars (\$10,000.00) shall be paid by Assignee to Assignor as follows: (a) Seven Thousand Five Hundred Dollars (\$7,500.00) to be wired to Assignor's bank account promptly upon Assignor's delivery to Assignee of this Agreement, fully executed by Assignor, and (b) Two Thousand Five Hundred Dollars (\$2,500.00) on the anniversary date of this Agreement if, and only if, Assignee has not experienced or suffered any third party claim, objection, contest or legal proceeding regarding Assignee's exclusive ownership of or its exclusive rights in and to the Mark to the extent that Assignee is barred by an order or judgment of any court, arbitrator or government agency from using the Mark as contemplated hereunder, or is otherwise unable to enforce Assignee's rights granted hereunder, or independently determines, based on expert legal opinion, that it cannot prevail in any such proceeding or is otherwise legally unable to enforce its rights granted hereunder.
5. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such trademark office officials in foreign countries as are duly authorized by their laws to issue trademarks, to issue any and all Marks (or similar trademarks) and any and all renewals of the same to Assignee, as the sole owner of the entire right, title and interest therein, for the sole use and benefit of Assignee, its successors and assigns.
6. Assignor hereby agrees, without further consideration, to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:
 - a. prompt execution of all original and amended United States and foreign Mark applications, and all lawful documents requested by Assignee to further the prosecution of any of such Mark applications; and
 - b. full cooperation to the best of Assignor's ability in the production of evidence and assisting Assignee in any reissue, extension, nullification or infringement proceedings involving the Mark.

This Trademark Assignment And License Agreement shall be binding upon and inure to the benefit of these parties and their respective heirs, legal representatives, successors and permitted assigns, effective as of the date of Assignor's signature below.

ASSIGNOR:

ASSIGNEE:
RIMPORTS (USA) LLC

Dianne Arbuckle, dba Simply Scentsational
Dated: July 10, 2009

By: *Jeffery W. Palmer*
Jeffery W. Palmer, Manager
Dated: July 10, 2009

State of Texas)
) ss
County of Harris)

On this 10th day of July, 2009, personally appeared before me Dianne Arbuckle, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the foregoing instrument and that she executed the same as her free and knowing act.

Notary Public

State of Utah)
) ss
County of Utah)

On this 10th day of July, 2009, personally appeared before me Jeffery W. Palmer, as Manager of Rimports (USA) LLC, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing instrument and that he executed the same as his free and knowing act in behalf of said limited liability company, and that said company thereby executed this instrument and is bound hereby.

J. Mabe
Notary Public



