

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOTO Franchise Corporation		06/01/2010	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MFC Licensing Group, LLC		
<b>Street Address:</b>	7086 Coprorate Way		
<b>City:</b>	Dayton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45459		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1613278	CLUBMOTO	
<b>Registration Number:</b>	1254778	MOTOPHOTO	
<b>Registration Number:</b>	1660121	ONE HOUR MOTOPHOTO & PORTRAIT STUDIO	
<b>Registration Number:</b>	3305934	MOTO PORTRAITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)885-4385		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	937-885-9200		
<b>Email:</b>	jdurham@durhamfranchiselaw.com		
<b>Correspondent Name:</b>	Joan Drake Durham		
<b>Address Line 1:</b>	825 Eagle Run Drive		
<b>Address Line 4:</b>	Centerville, OHIO 45458		
<b>NAME OF SUBMITTER:</b>	Joan Drake Durham		
<b>Signature:</b>	/Joan Drake Durham/		

**OP \$115.00 1613278**

**900167388**

**TRADEMARK  
 REEL: 004245 FRAME: 0707**

Date:

07/20/2010

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT  
BETWEEN  
MOTO FRANCHISE CORPORATION  
AND  
MFC LICENSING GROUP, LLC**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of June 1<sup>st</sup>, 2010 between MOTO Franchise Corporation, an Ohio corporation having its principal address at 7086 Corporate Way, Dayton, Ohio 45459 ("Assignor"), and MFC Licensing Group, LLC, an Ohio limited liability company having its principal address at 7086 Corporate Way, Dayton, Ohio 45459 ("Assignee"). This Agreement is based on the following understandings:

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property (as defined below); and

**WHEREAS**, it is the Assignee's desire to acquire all of Assignor's right, title, and interest in and to the Intellectual Property; and

**WHEREAS**, each party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**ARTICLE I  
DEFINITION OF INTELLECTUAL PROPERTY**

- 1.1 The Intellectual Property ("Intellectual Property") is defined as follows:
- 1.1.1 Trademarks and service marks that relate to the MotoPhoto<sup>®</sup> franchise system, including, but not limited to, various trade names, service marks, trade marks, logos, emblems, and indicia of origin, including the marks "MOTOPHOTO", "MOTO PORTRAITS", "ONE HOUR MOTOPHOTO AND PORTRAIT STUDIO", "CLUBMOTO", as set forth on Exhibit A to this Agreement (the "Marks"). Several of the Marks have been registered on the principal register of the United States Patent and Trademark Office. The Marks have been used for over twenty years in connection with the operation of retail stores providing quality, family-friendly imaging and portrait services and related imaging products.
  - 1.1.2 Business systems including, but not limited to, methods of operation, policies, procedures, specifications, operating manuals, training manuals, and all other distinguishing characteristics related to the MotoPhoto<sup>®</sup> and Portrait Avenue<sup>®</sup> franchise systems.
  - 1.1.3 Any and all goodwill associated with the marks and business systems.

**ARTICLE II**  
**ASSIGNMENT OF INTELLECTUAL PROPERTY**

2.1 Effective as of the date of this Agreement, the Assignor transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the Intellectual Property.

2.2 Assignor agrees that it will file all necessary paperwork with the Ohio Secretary of State and the U.S. Patent and Trademark Office to record the assignment of the registrations.

2.3 Assignee grants Assignor the right to use and sublicense the Marks during a transition period not to exceed 120 days.

2.4 Assignee assumes no liabilities of Assignor.

**ARTICLE III**  
**CONSIDERATION AND LICENSING OF INTELLECTUAL PROPERTY**

3.1 As consideration for Assignor assigning the Intellectual Property to Assignee, Assignee shall execute Licensing Agreements with certain former Franchisees of Assignor in a form similar to the form attached to this Agreement as Exhibit B.

**ARTICLE IV**  
**MISCELLANEOUS**

4.1 Arbitration. Any dispute arising out of or in conjunction with this Agreement shall be submitted to binding arbitration before a single arbitrator in Dayton, Ohio, using the procedures and facilities of the American Arbitration Association (the "AAA"). The parties shall mutually select the arbitrator from the panel of arbitrators maintained by the AAA, except that, if the parties cannot agree on an arbitrator within 30 days after a dispute is submitted to arbitration, the AAA shall select the arbitrator. The arbitrator must be an attorney experienced in commercial law. The arbitrator shall limit discovery to the greatest extent possible consistent with basic fairness. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The party that who files a petition to arbitrate will pay the filing fee; all other expenses of arbitration will be determined as part of the arbitrator's award. Judgment upon any award may be entered by any court of competent jurisdiction. By agreeing to arbitration, both parties waive any rights they may have to demand trial by jury or to seek punitive damages from one another. The requirement to arbitrate will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

4.2 Entire Agreement. This Agreement and the documents referred to in it set forth all the promises, agreements, conditions and understandings between and among the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous promises, agreements, conditions and understandings, whether oral or written, with respect to that subject matter. Captions and paragraph headings used in this Agreement are for

convenience only and are not part of this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the parties and their successors and permitted assigns. None of the rights, interest or obligations of Assignee and Assignor under this Agreement shall be assigned without the prior consent of the other party. If any provision or application of this Agreement is held illegal, unenforceable or otherwise invalid by court decree, that holding shall not affect the other provisions or applications of this Agreement that can be given effect without the invalid provision or application; this Agreement shall be construed as though such illegal, unenforceable or invalid provision had never been contained in this Agreement, and this Agreement shall be reformed so far as possible to reflect the reasonable intent of the parties.

4.3 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio.

4.4 Further Assurances. Each party agrees to execute and deliver all further instruments and documents and to perform all other acts that may be reasonably necessary or expedient to further the purposes of this Agreement and to further evidence of Assignee's ownership of the Intellectual Property and the assignment of the service marks.

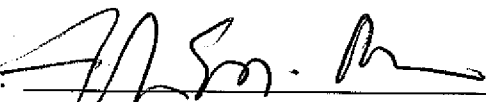
4.5 Limitations on Actions. No party may demand arbitration or bring or maintain an action under or with respect to this Agreement more than 12 months after a party discovers or, in the exercise of reasonable diligence should have discovered, the existence of a misrepresentation, breach or other deficiency in another party's performance, and in no event more than 24 months after the date of this Agreement.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ASSIGNOR:**

MOTO FRANCHISE CORPORATION

By:   
Name: Joseph M. O'Hara  
Title: Vice President

**ASSIGNEE:**

MFC LICENSING GROUP, LLC

By:   
Name: Harry D. Loyle  
Title: Managing Member

## EXHIBIT A

### U.S. Marks

Mark	Registration
CLUB MOTO	1,613,278 (USA)
MOTOPHOTO	1,254,778 (USA)
ONE HOUR MOTOPHOTO & PORTRAIT STUDIO	1,660,121 (USA)
MOTO PORTRAITS	3,305,934 (USA)

### Other Marks

- MOTODVD<sup>SM</sup>
- MOTOCD<sup>SM</sup>
- MotoPhoto Picture Publisher<sup>TM</sup>
- MOTOshow<sup>SM</sup>
- MOTOePics<sup>SM</sup>
- MOTODVD<sup>SM</sup>
- MOTOgifts<sup>SM</sup>
- MOTO Select Prints<sup>TM</sup>
- Baby Gallery<sup>TM</sup> by MOTOportraits®
- Snuggle Bug<sup>TM</sup> Portrait Club
- Family Portraits by MOTOportraits®
- MOTO Kidz Class<sup>TM</sup>
- MOTO Kidz Night Out<sup>TM</sup>
- MOTO Kidz Camp<sup>TM</sup>
- KinderGRAD by MOTOPHOTO®
- motoPRO<sup>TM</sup>

### Canadian Marks

Mark	Registration
MOTO PHOTO	TMA 335,728 (CANADA)
MOTOPHOTO	TMA 388,806 (CANADA)
ONE HOUR MOTOPHOTO & DESIGN	TMA 407,080 (CANADA)

Any other MotoPhoto-related marks that Assignor now owns.

**EXHIBIT B**

**[OMITTED]**