

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Thomas Kinkade Company		12/29/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Thomas Kinkade Company, LLC		
Street Address:	900 Lightpost Way		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76234128	LIGHTPOSTS FOR LIVING	
Serial Number:	76168462	MUSIC OF LIGHT	
Serial Number:	74672672	PAINTER OF LIGHT	
CORRESPONDENCE DATA			
Fax Number:	(213)486-0065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213) 972-4500		
Email:	ptoMailLosAngeles@foley.com		
Correspondent Name:	Jeffrey A. Kobulnick		
Address Line 1:	555 South Flower Street, Suite 3500		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2411		
ATTORNEY DOCKET NUMBER:	095145-0104		
NAME OF SUBMITTER:	Jeffrey A. Kobulnick		
Signature:	/Jeffrey A. Kobulnick/		

OP \$90.00 76234128

900168409

**TRADEMARK
 REEL: 004252 FRAME: 0635**

Date:

08/02/2010

Total Attachments: 23

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECLARATION
IN SUPPORT OF OWNERSHIP CHANGE

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, declares that the current owner of the U.S. trademark registrations listed in Exhibit A attached hereto is Windermere Holdings, LLC, a California limited liability company.

The undersigned further declares that ownership of the registrations shown in Exhibit A attached hereto passed to Windermere Holdings, LLC through a series of transactions, as follows:

1. On or about January 29, 2004, Media Arts Group, Inc. merged with The Thomas Kinkade Company, a Delaware corporation. Media Arts Group, Inc. was the surviving corporation which, upon consummation of the aforementioned merger, changed its name to The Thomas Kinkade Company. By operation of law, as well as the terms of the merger, the surviving entity, The Thomas Kinkade Company, became the owner of the registrations shown in Exhibit A. A true and correct copy of the Certificate of Merger confirming the changes set forth in this paragraph is attached hereto as Exhibit B.
2. On or about May 14, 2004, The Thomas Kinkade Company (the Delaware corporation), merged with and into TK Newco, Inc., a California corporation. TK Newco, Inc. was the surviving corporation. Upon consummation of the merger, the surviving corporation, TK Newco, Inc., changed its name to The Thomas Kinkade Company, a California corporation. By operation of law, as well as the terms of the merger, The Thomas Kinkade Company (the California corporation) became the owner of the registrations shown in Exhibit A. A true and correct copy of the Agreement of Merger confirming the changes set forth in this paragraph is attached hereto as Exhibit C.
3. On or about December 29, 2006, The Thomas Kinkade Company (the California corporation) converted to a California limited liability company and changed its name to The Thomas Kinkade Company, LLC. The latter entity became the owner of the registrations shown in Exhibit A. A true and correct copy of the Articles of Organization / Conversion as filed with the California Secretary of State is attached hereto as Exhibit D.
4. On or about December 29, 2006, The Thomas Kinkade Company, LLC entered into an Assignment and Assumption Agreement with Windermere Holdings, LLC. Pursuant to the agreement, The Thomas Kinkade Company, LLC transferred and assigned to Windermere Holdings, LLC, among other property, all of the trademark registrations shown in Exhibit A. A true and correct copy of the Assignment and Assumption Agreement is attached hereto as Exhibit E.

The undersigned further declares that he is properly authorized to execute this declaration on behalf of the current owner of the trademark registrations shown in Exhibit A attached hereto; and that all statements made on information and belief are believed to be true.

Windermere Holdings, LLC

Date: August 2, 2010

By: 

Name: Robert Murray

Title: Authorized Signatory

EXHIBIT A

EXHIBIT A

**U.S. TRADEMARK REGISTRATIONS
TRANSFERRED FROM MEDIA ARTS GROUP, INC. TO WINDERMERE HOLDINGS, LLC**


MARK	REG. NO.
LIGHTPOSTS FOR LIVING	2,517,293
	2,869,955
PAINTER OF LIGHT	1,988,294

EXHIBIT B

Delaware

PAGE 1

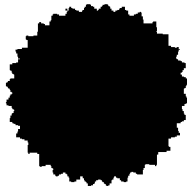
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THE THOMAS KINKADE COMPANY", A DELAWARE CORPORATION,
WITH AND INTO "MEDIA ARTS GROUP, INC." UNDER THE NAME OF
"THE THOMAS KINKADE COMPANY", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JANUARY, A.D.
2004, AT 4:54 O'CLOCK P.M.

2334316 8100M

040257861



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3040666

DATE: 04-07-04

TRADEMARK
REEL: 004252 FRAME: 0642

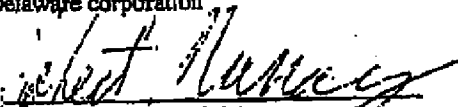
CERTIFICATE OF MERGER
OF
THE THOMAS KINKADE COMPANY
(a Delaware Corporation)
WITH AND INTO
MEDIA ARTS GROUP, INC.
(a Delaware Corporation)
UNDER SECTION 251 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE

Pursuant to Title 8, Section 251 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

- FIRST:** The name of the surviving corporation is Media Arts Group, Inc., a Delaware corporation, (the "Surviving Corporation") and the name of the corporation being merged into the Surviving Corporation is The Thomas Kinkade Company, a Delaware corporation (the "Merging Corporation").
- SECOND:** The Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by the Merging Corporation and the Surviving Corporation pursuant to Title 8, Section 251, of the General Corporation Law of Delaware.
- THIRD:** The name of the Surviving Corporation in the Merger Agreement herein certified is Media Arts Group, Inc., which will continue its existence as said Surviving Corporation under the name The Thomas Kinkade Company upon the effective date of said Merger pursuant to the provisions of the Delaware General Corporation Law.
- FOURTH:** The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.
- FIFTH:** The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at 900 Lightpost Way, Morgan Hill, CA 95037.
- SIXTH:** A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Merging Corporation or the Surviving Corporation.

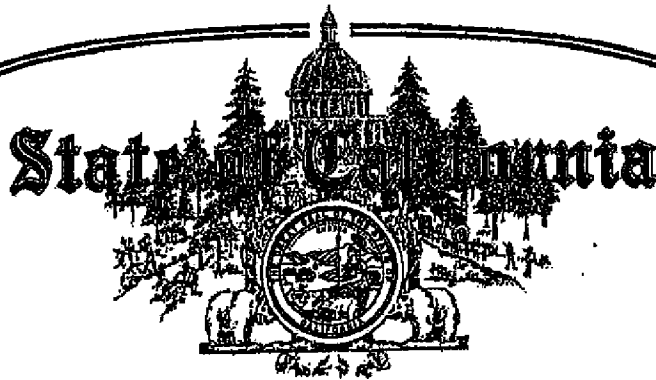
IN WITNESS WHEREOF, said Surviving Corporation has caused this Certificate of Merger to be signed by an authorized officer, this 29th day of January, 2004.

MEDIA ARTS GROUP, INC.,
a Delaware corporation

By: 
Name: Robert C. Murray
Title: Vice President, General Counsel
and Secretary

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EXHIBIT C



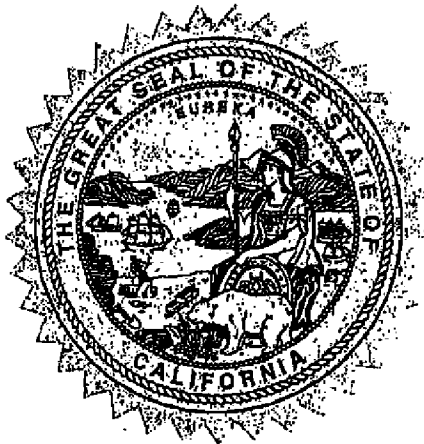
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN - 8 2004



Kevin Shelley
Secretary of State

MAY 14 2004

AGREEMENT OF MERGER

KEVIN SHELLEY
 Secretary of State

This AGREEMENT OF MERGER (this "Merger Agreement") is made as of May 14, 2004 by and between The Thomas Kinkade Company, a Delaware corporation ("TKC") and TK Newco, Inc., a California corporation ("TK Newco"). TKC and TK Newco are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS

A. TKC is a corporation duly organized and existing under the laws of the State of Delaware, with its principal executive office located at 900 Lightpost Way, Morgan Hill, California 95037, and is qualified to transact business as a foreign corporation in the State of California. TKC's current authorized capital stock consists of 2,000 shares of Common Stock, with a par value of \$0.01 per share ("TKC Common Stock"), of which 500 shares are issued and outstanding, and no shares of Preferred Stock.

B. TK Newco is a corporation duly organized and existing under the laws of the State of California, with its principal executive office located at 900 Lightpost Way, Morgan Hill, California 95037. TK Newco's current authorized capital stock consists of 1,000 shares of Common Stock, no par value ("TK Newco Common Stock"), of which 100 shares are issued and outstanding, and no shares of Preferred Stock.

C. The respective Boards of Directors of TKC and TK Newco deem it desirable and in the best interest of each of the Constituent Corporations and their shareholders that TKC merge with and into TK Newco, in accordance with the provisions of Sections 1100 et seq. of the Corporations Code of the State of California and upon the terms and subject to the conditions set forth in this Merger Agreement, for the purpose of effecting a change of the state of incorporation of TKC from Delaware to California.

D. The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that TKC shall merge with and into TK Newco on the following terms, conditions and other provisions:

1. **Merger and Effective Time**. At the Effective Time (as defined below), TKC shall be merged with and into TK Newco (the "Merger"), and TK Newco shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of California, or upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Delaware, whichever later occurs (the "Effective Time").

2. **Effect of Merger.** At the Effective Time, the separate corporate existence of TKC shall cease, the corporate identity, existence, powers, rights and immunities of TK Newco as the Surviving Corporation shall continue unimpaired by the Merger, and TK Newco shall succeed to and shall possess all the assets, properties, right, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of TKC, all without further act or deed.

3. **Governing Documents.** At the Effective Time, the Articles of Incorporation of TK Newco in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation (as amended as provided in Section 4 hereof), and the Bylaws of TK Newco in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. **Amendment of Articles of Incorporation of the Surviving Corporation.** Article I of the Articles of Incorporation is amended to read as follows: The name of the corporation (hereinafter called the "Corporation") is The Thomas Kinkade Company.

5. **Directors and Officers.** At the Effective Time, the directors and officers of TKC shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

6. **Conversion of Shares of TKC.** Subject to the terms and conditions of this Agreement, at the Effective Time, each share of TKC Common Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of TK Newco Common Stock, which shares of TK Newco shall thereupon be issued and outstanding.

7. **Cancellation of Shares of TK Newco.** At the Effective Time, all of the previously issued and outstanding shares of TK Newco Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and cancelled without consideration.

8. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of TKC Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of TK Newco Common Stock into which such shares of TKC Common Stock are converted as provided herein. The registered owner on the books and records of TKC of any such outstanding stock certificate for TKC Common Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to TK Newco or its transfer agent, be entitled to exercise any voting or other rights with respect to, and to receive any dividend and other distributions upon, the shares of TK Newco Common Stock evidenced by such outstanding certificate as above provided.

9. **Employee Benefit Plans.** At the Effective Time, the obligations of TKC under or with respect to every plan, trust, program and benefit then in effect or administered by TKC for the benefit of the directors, officers and employees of TKC or any of its subsidiaries shall become the lawful obligations of TK Newco and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, TK Newco hereby expressly adopts and assumes all obligations of TKC under such employee benefit plans.

10. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of TKC such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TKC, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of TKC, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

11. **Condition.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the stockholders of TKC and by the shareholders of TK Newco, prior to or at the Effective Time.

12. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of TKC or TK Newco, notwithstanding approval of this Merger Agreement by the Boards of Directors and shareholders of TKC and TK Newco.

13. **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the sole stockholder of TKC and the sole shareholder of TK Newco; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the sole stockholder of TKC or the sole shareholder of TK Newco that changes any of the principal terms of the Merger Agreement shall require the approval of the stockholders of TKC and the shareholders of TK Newco.

14. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

15. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of

conflicts of law or choice of laws, except to the extent that the laws of the State of Delaware would apply in manners relating to the internal affairs of TKC and the Merger.


16. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

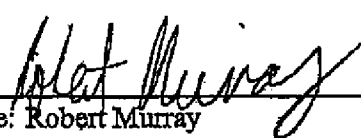
IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers hereunto duly authorized.

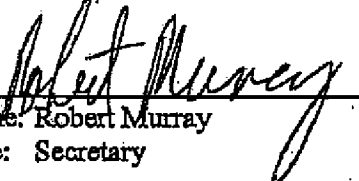
THE THOMAS KINKADE COMPANY,
a Delaware Corporation

TK NEWCO, INC.
a California corporation

By: 
Name: Eric Halvorson
Title: Chief Executive Officer

By: 
Name: Eric Halvorson
Title: Chief Executive Officer

By: 
Name: Robert Murray
Title: Secretary

By: 
Name: Robert Murray
Title: Secretary

[Signature Page to Agreement of Merger]

TK NEWCO, INC.
(a California corporation)

OFFICERS' CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

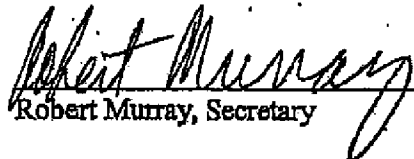
Eric Halvorson and Robert Murray certify that:

1. We are the Chief Executive Officer and Secretary, respectively, of TK Newco, Inc., a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement of Merger in the form attached hereto (the "Merger Agreement") was duly approved by the Corporation's Board of Directors and shareholders.
3. The shareholder approval of the Merger Agreement was by 100% of the outstanding shares of the Corporation.
4. There is only one class of shares, "Common Stock", and the number of shares outstanding is 100.

I further declare under penalty of perjury under the laws of the States of California and Delaware that I have read the foregoing certificate and know the contents thereof and that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Morgan Hill, California on May 14, 2004.


Eric Halvorson, Chief Executive Officer


Robert Murray, Secretary

THE THOMAS KINKADE COMPANY
(a Delaware corporation)

**OFFICERS' CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Eric Halvorson and Robert Murray certify that:

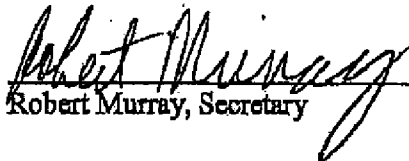
1. We are the Chief Executive Officer and Secretary, respectively, of The Thomas Kinkade Company, a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Agreement of Merger in the form attached hereto (the "Merger Agreement") was duly approved by the Corporation's Board of Directors and stockholders.
3. The stockholder approval of the Merger Agreement was by 100% of the outstanding stock of the Corporation.
4. There is only one class of stock, "Common Stock", and the number of shares of Common Stock outstanding is 500.

I further declare under penalty of perjury under the laws of the States of California and Delaware that I have read the foregoing certificate and know the contents thereof and that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Morgan Hill, California on May 14, 2004.



Eric Halvorson, Chief Executive Officer



Robert Murray, Secretary



EXHIBIT D

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN - 8 2007



Debra Bowen

DEBRA BOWEN
Secretary of State



State of California Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION - CONVERSION

200700510076

ENDORSED - FILED In the office of the Secretary of State of the State of California

DEC 29 2006

IMPORTANT - Read all instructions before completing this form.

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CONVERTED ENTITY INFORMATION

1. NAME OF LIMITED LIABILITY COMPANY (End the name with the words "Limited Liability Company," "Ltd. Liability Company," "Ltd. Liability Co.," or the abbreviation "LLC" or "LLC.") THE THOMAS KINKADE COMPANY, LLC

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

3. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (Check only one) [X] ONE MANAGER [] MORE THAN ONE MANAGER [] ALL LIMITED LIABILITY COMPANY MEMBER(S)

4. MAILING ADDRESS OF THE CHIEF EXECUTIVE OFFICE 900 Lightpost Way Morgan Hill, CA 95037

5. NAME OF AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 5 and 6 must be completed. If the agent is a corporation, this agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1525 and item 6 must be completed (leave item 6 blank). Robert C. Murray

6. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CA 900 Lightpost Way Morgan Hill CA 95037

CONVERTING ENTITY INFORMATION

7. NAME OF CONVERTING ENTITY The Thomas Kinkade Company

8. FORM OF ENTITY Corporation 9. JURISDICTION California 10. CA SECRETARY OF STATE FILE NUMBER, IF ANY C2644294

11. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS: STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. Common Stock - 500 Shares majority

ADDITIONAL INFORMATION

12. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

13. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS BY ACT AND DEED.

Signatures and dates: Herbert D. Montgomery 12/22/06, Robert C. Murray 12.22.06

Herbert D. Montgomery, Executive VP & CFO; Robert C. Murray, VP, General Counsel & Secretary



EXHIBIT E

ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION ("Assignment and Assumption") is made as of December 29, 2006, by and between The Thomas Kinkade Company, LLC, a California limited liability company ("Assignor") (formerly known as The Thomas Kinkade Company, a California corporation, and formerly known as The Thomas Kinkade Company, a Delaware corporation, and formerly known as Media Arts Group, Inc., a Delaware corporation), and Windermere Holdings, LLC, a California limited liability company ("Assignee"), and consented to by Thomas Kinkade, an individual ("Artist").

WITNESSETH:

WHEREAS, Assignor and Artist have entered into that certain License Agreement dated as of December 3, 1997 (as it may have been amended, restated, amended and restated, supplemented, or otherwise modified or revised to the date hereof, the "Master License Agreement").

WHEREAS, the following are referred to as the "Assigned Assets":

- (a) the Master License Agreement;
- (b) to the extent that Assignor has any rights in, to or under any predecessor(s) to the Master License Agreement, including, without limitation, the License Agreement, dated as of December 1, 1993, between Thomas Kinkade, Kenneth E. Raasch and Lightpost Group, Inc., such predecessor agreements (the "Prior License Agreements");
- (c) any and all rights that Assignor may have acquired pursuant to or by virtue of or deriving out of the Master License Agreement and the Prior License Agreements, including, without limitation, the use of the name and likeness of Thomas Kinkade;
- (d) any and all (i) trademarks, trade names, trade dress and service marks, (ii) goodwill associated with the foregoing, (iii) copyrights and (iv) other intellectual property, in each case owned by, used by, claimed by or licensed to Assignor, including, without limitation, the trademarks "Kinkade", "Thomas Kinkade", "Painter of Light", and all of Assignor's rights under or in respect of all registrations and applications with respect to the foregoing, excluding any patents, trade secrets, know-how, customer lists and vendor and supplier;
- (e) copies of all of Assignor's books, records, ledgers, information systems, and other documents related to the Assigned Assets,
- (f) all of Assignor's rights, titles and interests in, to and under the Interests and Membership Rights of Morning Glory Licensing, LLC (as such terms are defined in the Operating Agreement for Morning Glory Licensing, LLC (the "Operating Agreement")).

Notwithstanding the foregoing, the following are not part of the Assigned Assets: (i) any agreement between TKC (or its predecessors) and Westinghouse Lighting Corporation, including, without limitation, the License Agreement, dated as of November 13, 2003, between Media Arts Group, Inc. and Westinghouse Lighting Corporation (as amended), (ii) any agreement between Home Interiors & Gifts, Inc. and The Thomas Kinkade Company (or its predecessors), including, without limitation, the Amended and Restated License Agreement, effective as of October 1, 2005 and amended and restated as of November 15, 2006, between Home Interiors & Gifts, Inc. and The Thomas Kinkade Company (as amended), (iii) any agreement between Park West Galleries, Inc. and The Thomas Kinkade Company (or its predecessors), including, without limitation, the Settlement Agreement and Mutual Release, dated as of August 31, 2004 between The Thomas Kinkade Company, on the one hand, and Park West Galleries, Inc., Albert Scaglione, Fine Art Management Corporation and Ira S. Shore, on the other hand, and the Purchase and Sale Agreement, dated as of August 31, 2004, between The Thomas Kinkade Company and Park West

Galleries, Inc. and (iv) and agreement between TKC (or its predecessors) and George Goff, including, without limitation, the Settlement Agreement between George and Esther Goff, Media Arts Group, Inc., Thomas and Nanette Kinkade, Patrick Kinkade, and Kinkade Family Galleries.

WHEREAS, Assignor and Assignee are parties to the Master Agreement, dated as of December 27, 2006, between Thomas Kinkade, a.k.a. William Thomas Kinkade, III, The Thomas Kinkade Company, Windermere Holdings, LLC, Morning Glory Licensing, LLC and Lightpost Holdings, LLC, pursuant to which Assignor has agreed to assign to Assignee the Assigned Assets.

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's obligations and rights, title and interest, in, to and under the Assigned Assets; and

WHEREAS, Artist desires to consent to the Assignment, on the terms and subject to the conditions set forth below:

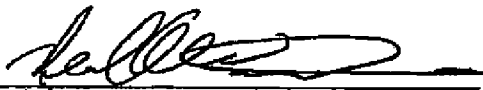
NOW, THEREFORE, in consideration of the representations, warranties and covenants hereinafter set forth and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, sells, grants, conveys, contributes transfers, sets over and delivers unto Assignee all of Assignor's estate, right, obligation, title and interest in and to the Assigned Assets, and Assignee hereby accepts such Assignment.
2. By acceptance of the Assignment, Assignee hereby assumes the performance of all of the terms, obligations, covenants and conditions imposed upon Assignor under the License Agreement and the Operating Agreement regardless of any defenses that Assignor may have with respect to the enforceability of this Assignment and Assumption Agreement.
3. Assignor represents and warrants that Assignor is the lawful owner (both of record and beneficially) of and has good and marketable title to all of the Assigned Assets, and has the full right to contribute, transfer, and deliver such Assigned Assets to Assignee pursuant to this Agreement, and, upon such contribution, the Assignee will have, good and valid marketable title to all of the Assigned Assets.
4. Artist hereby consents to (i) the assignment of the Assigned Assets by Assignor to Assignee and (ii) the assumption by Assignee of the Assigned Assets and the performance of all of the terms, obligations, covenants and conditions imposed upon Assignor under the License Agreement, and hereby releases Assignor from any further obligations under the License Agreement.
5. This Assignment and Assumption shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.
6. This Assignment and Assumption shall be governed by and interpreted in accordance with the laws of the State of California, United States of America, without reference to its provisions regarding conflicts of law and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. The parties irrevocably consent to resolve any disputes pertaining to this Assignment and Assumption in the exclusive jurisdiction of the federal and state courts located in Santa Clara County in the State of California and the parties waive any defense of personal jurisdiction or lack of venue and consent to the personal jurisdiction of the said courts.
7. This Assignment and Assumption may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. This Assignment and Assumption may be executed by facsimile signature.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption as of the day and year first above written.

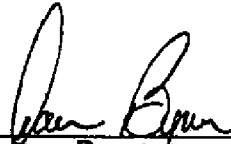
ASSIGNOR:

The Thomas Kinkade Company, LLC

By: 
Name: Neal Weinstein
Title: General Manager

ASSIGNEE:

Windermere Holdings, LLC

By: 
Name: Cary Byrne
Title: President

Acknowledged and consented to:


Thomas Kinkade