

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/27/2011		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Execution Date
	Kay L. Smith		01/27/2011
			INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Mushett, Kraft, & Bates, LLC		
Street Address:	3465 S. Arlington, #175		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44312		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
	Property Type	Number	Word Mark
	Registration Number:	3859589	HALO
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-634-3456		
Email:	docketDept@uspatent.com		
Correspondent Name:	Woodard Emhardt Moriarty McNett & Henry		
Address Line 1:	111 Monument Circle, Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204-5137		
ATTORNEY DOCKET NUMBER:	4636-3		
NAME OF SUBMITTER:	Patricia E. Allgood		
Signature:	/Patricia E. Allgood/		
Date:	05/16/2011		
Total Attachments: 1 source=Assignment_4636-3#page1.tif			

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**NUNC PRO TUNC ASSIGNMENT**

WHEREAS, Kay L. Smith, hereinafter referred to as "assignor," was the owner of record of the Trademark HALO and the associated U.S. Trademark Registration No. 3,859,589, and

WHEREAS, said mark, the Registration thereof, together with the goodwill symbolized by said mark and the portion of the business to which the mark pertains were duly sold, assigned and transferred on or about November 18, 2010 to Mushett, Kraft, & Bates, LLC, a Limited Liability Company of the State of Ohio, hereinafter referred to as "assignee," and

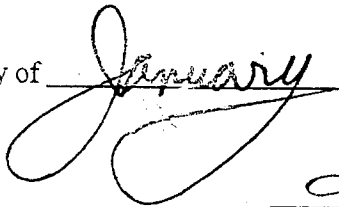
WHEREAS, it is desired to confirm the aforesaid sale, assignment and transfer of said mark, Registration and the goodwill of the business symbolized by the mark, and to make the same a matter of record in the U.S. Patent and Trademark Office:

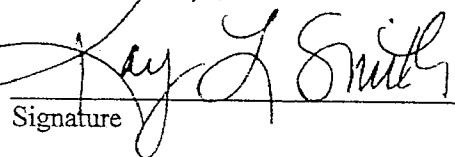
NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, assignor hereby acknowledges as of November 18, 2010, the aforesaid sale, assignment and transfer, and by these presents does sell, assign and transfer unto assignee the entire right, title and interest in and to the said mark HALO and associated U.S. Trademark Registration No. 3,859,589 together with the goodwill of the business symbolized by said mark, together with all rights of action, in law or in equity, for any past or future infringement thereof.

Said mark and the Registration issuing therefrom are to be held and enjoyed by assignee for its own use and benefit and for its successors and assigns to the full end of the present or extended term for which said Registration is granted, as fully and entirely as the same would have been held by assignor, if this assignment and sale had not been made:

This assignment shall be, and is hereby made, effective nunc pro tunc as of November 18, 2010.

Executed this 27 day of January, 2011.

  
Printed name Kay L. Smith

  
Signature