

09/13/2011



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RE 9/13/11  
Received  
AUG 26 2011  
Assignment Branch  
Records Division

8-26-11

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

UNISFAIR, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 2, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: UNISFAIR, LLC

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 11808 Miracle Hills Drive

City: Omaha

State: Nebraska

Country: USA Zip: 68154

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Limited liability co Citizenship Delaware USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Registration No. 3,700,811 - UNISFAIR (Classes 35, 41, 42)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: L. Kyle Ferguson

Internal Address: Suite 260

Street Address: 2500 Dallas Parkway

City: Plano

State: Texas Zip: 75093

Phone Number: (972) 378-9111

Fax Number: (972) 378-9115

Email Address: cmccue@dallasbusinesslaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/26/2011 HTON11 00000031 3700811  
 Deposit Account Number \_\_\_\_\_ 40.00 00  
 Authorized User Name \_\_\_\_\_

9. Signature:

Signature

August 22, 2011

Date

L. Kyle Ferguson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of March 30, 2011 but effective as of March 2, 2011, by and among Unisfair, LLC ("Assignee"), a Delaware limited liability company and Unisfair, Inc., a Delaware corporation (the "Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement, as defined below.

### WITNESSETH:

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor and Assignee (the "Asset Purchase Agreement"), the Assignor desires to transfer to Assignee substantially all of the assets of Assignor;

NOW, THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor does hereby assign, sell, transfer and set over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Purchased Assets and Assignee hereby accepts the Assignment and assumes and agrees to pay the Assumed Liabilities, all pursuant to the terms of the Asset Purchase Agreement.

2. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

3. Assignment; Binding Agreement. This Assignment and Assumption Agreement and various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

4. Counterparts. This Assignment and Assumption Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, but in making proof of the Asset Purchase Agreement, one fully executed document will be sufficient (whether or not some signatures are on separate counterparts) and it will not be necessary to account for all counterparts.

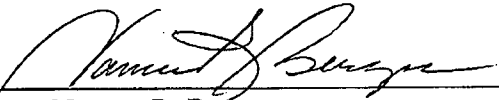
5. Severability. If any provision of this Assignment and Assumption Agreement shall be determined to be contrary to applicable law and unenforceable by any court of law, all other conditions and provisions of this Assignment and Assumption Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment and Assumption Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6. Governing Law. This Assignment and Assumption Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of Delaware, without reference to its choice of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date set forth above.

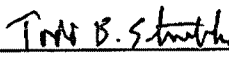
**Assignor:**

**UNISFAIR, INC.**  
a Delaware corporation

By:   
Name: Nancee R. Berger  
Title: Chief Operating Officer

**Assignee:**

**UNISFAIR, LLC**  
A Delaware limited liability company

By:   
Name: Todd B. Strubbe  
Title: Chief Executive Officer