

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodard Photographic, Inc.		03/05/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Lifetouch Inc.		
Street Address:	11000 Viking Drive, Suite 400 West		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3310388	LIVE YOUR YEAR	
Registration Number:	3371843	LIVE YOUR YEAR	
CORRESPONDENCE DATA			
Fax Number:	(952)826-5647		
Phone:	952-826-4752		
Email:	rkaiser@lifetouch.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rita Kaiser		
Address Line 1:	11000 Viking Drive, Suite 400 West		
Address Line 4:	Eden Prairie, MINNESOTA 55344		
NAME OF SUBMITTER:	Kelvin Miller		
Signature:	/kelvin miller/		
Date:	03/06/2012		
Total Attachments: 2 source=letter to USPTO 3-6-12#page1.tif source=Assignment of Contract Rights and Intangibles - signed#page1.tif			

OP \$65.00 3310388



Lifetouch Inc.

11000 Viking Drive - 400 West
Eden Prairie, Minnesota 55344-7742
952 826 5644 / FAX 952 826 5647

Office of the General Counsel

March 6, 2012

United States Patent and Trademark Office

Dear Sir or Madam:

This letter and attachment is proof that on March 5, 2012, Lifetouch National School Studios Inc., a subsidiary of Lifetouch Inc., purchased the assets of Woodard Photographic, Inc. The Trademark Registration No.(s) 3310388 and 3371843 will be assigned to Lifetouch Inc.

The attached Assignment of Contract Rights and Intangibles also shows proof of the above referenced sale.

If you need anything further to show proof of the sale of assets from Woodard Photographic, Inc., please contact my assistant, Rita, directly at 952-826-4752 or via email at rkaiser@lifetouch.com.

Very truly yours,

Susan S. Enlow
Associate General Counsel

SSE:rk
Attachment

ASSIGNMENT OF CONTRACT RIGHTS AND INTANGIBLES

On even date herewith, Woodard Photographic, Inc. an Ohio corporation (“**Assignor**”) and Marc A. Woodard (“**Woodard**”) and Roger A. Wilburn (“**Wilburn**”) (together “**Shareholders**”) entered into an Asset Purchase Agreement (“**Asset Purchase Agreement**”) with Lifetouch National School Studios Inc., a Minnesota corporation (“**Purchaser**”) for the purchase and sale of certain assets of Assignor’s school, league, senior portrait and special event photography business.

Pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Customer Contracts, Customer Information, Goodwill, Image Media Inventory, Work-in-Process, Telephone Numbers, Employee Noncompetes, Intellectual Property, Operating Data and Records all defined in the Asset Purchase Agreement (together “**Contract Rights and Intangibles**”), to Purchaser and Purchaser has agreed to accept the assignment of the Contract Rights and Intangibles in accordance with the terms of the Asset Purchase Agreement


NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys to Purchaser all of Assignor’s right, title and interest in and to the Contract Rights and Intangibles.

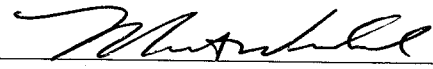
2. Assignor and Shareholders, jointly and severally, warrant and represent that Assignor is the sole legal and equitable owner of the Contract Rights and Intangibles, has good and marketable title thereto, and has good right to sell the same; that the Contract Rights and Intangibles are free and clear of all encumbrances; and that Assignor and Shareholders will defend the assignment of the Contract Rights and Intangibles to Purchaser and Purchaser’s successors and assigns, against all and every person and persons who may claim the whole or any part of the Contract Rights and Intangibles.

IN WITNESS WHEREOF, Assignor has executed this Assignment, as of the 5th day of March, 2012.

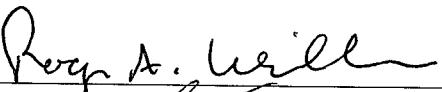
Woodard Photographic, Inc.



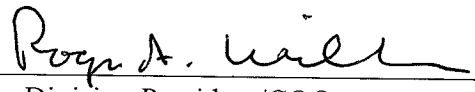
Marc A. Woodard

By: 

Title: Division President/CFO



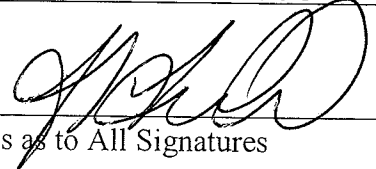
Roger A. Wilburn

By: 

Title: Division President/COO



Witness as to All Signatures



Witness as to All Signatures

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