

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windermere Holdings, LLC		01/09/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nanette Kinkade, Co-Trustee of the Kinkade Family Trust dated 4/23/1997		
Street Address:	16342 Ridgecrest Avenue		
City:	Monte Sereno		
State/Country:	CALIFORNIA		
Postal Code:	95030		
Entity Type:	TRUST: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2869955	MUSIC OF LIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4082869800		
Email:	trademark@hopkinscarley.com		
Correspondent Name:	Gail M. Hashimoto		
Address Line 1:	70 So. First St.		
Address Line 2:	Hopkins & Carley		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	29084-002		
NAME OF SUBMITTER:	Noelle D. Azzopardi		
SIGNATURE:	/noelle d. azzopardi/		
DATE SIGNED:	01/15/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of January 12, 2015, is made by Windermere Holdings, LLC, a California limited liability company; Pacific Metro, LLC, a California limited liability company (fka Thomas Kinkade Company, LLC, fka Thomas Kinkade Company, Inc., fka Media Arts Group, Inc., fka Lightpost Publishing, Inc.) (Windermere Holdings, LLC and Pacific Metro, LLC also conduct business using the name and mark The Thomas Kinkade Company); Morning Glory Licensing, LLC, a California limited liability company; and Pacific Metro Retail, Inc., a California corporation (fka Thomas Kinkade Stores, Inc., a California corporation, and fka Commemorative Press, Inc., a California corporation), all located at 18635 Sutter Blvd., Morgan Hill, CA 95037 (collectively, the "**Windermere Group**"), in favor of Nanette Kinkade, as the authorized Co-Trustee of the Kinkade Family Trust dated 4/23/1997, located at 16342 Ridgecrest Avenue, Monte Sereno, CA 95030 (the "**Trust**", successor to Thomas Kinkade, a deceased individual).

RECITALS

WHEREAS, the Trust owns the intellectual property rights in certain artwork inspired by, or created by or under the direction of, Thomas Kinkade ("**Artwork**"), derivative works thereof ("**Derivative Works**") created or acquired by the Windermere Group (or any of them), along with trademarks, trade names, and domain names used in connection with the Artwork, Derivative Works, and rights of personality of the deceased individual Thomas Kinkade (collectively, the "**Property**"); and

WHEREAS, the Trust has previously licensed such intellectual property rights in the Property to Windermere Holdings, LLC for certain uses by the Windermere Group (the "**Master License**"), which Master License provides shall be owned by the Trust; and

WHEREAS, the parties desire this IP Assignment to effect the transfer of title and ownership to all intellectual property rights, including specifically registrations of trademarks, copyrights, and domain names being used by the Windermere Group pursuant to the terms of such license; and

WHEREAS, the Windermere Group has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and such other appropriate and corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to the Master License, the Windermere Group hereby irrevocably conveys, transfers and assigns to Trust, and Trust hereby accepts, all of the Windermere Group's right, title and interest in and to the following (the "**Assigned IP**"):

(a) all trademark registrations and applications, and any other mark, logo or symbol (including trademarks or service marks, whether registered or not) used by the Windermere Group in connection with the Artwork or Derivative Works, including, but not limited to the marks listed in Schedule 1 and those that include the words "THOMAS KINKADE", "PAINTER OF LIGHT", "LIGHTPOST", "ART OF HOME", or "ART OF LIVING" (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyrights, copyright registrations and, applications for registration and exclusive copyright licenses, including, but not limited to, those set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**") in the Artwork and Derivative Works;

(c) all of the Windermere Group's registered domain names, including the domain names set forth on Schedule 3 hereto ("**Domain Names**");

(d) all and any registered trade names or other business names used by the Windermere Group incorporating any Trademark, including the trade names set forth on Schedule 4 hereto ("**Trade Names**");

(e) all rights of any kind whatsoever of the Windermere Group accruing under any of the foregoing, as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including rights to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Windermere Group hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Registrar of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Trust. Following the date hereof, the Windermere Group shall take such steps and actions, and provide such cooperation and assistance to the Trust and its successors, assigns and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to the Trust, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGES FOLLOW]

AGREED TO AND ACCEPTED:

Nanette Kinkade, as Co-Trustee of the Kinkade
Family Trust dated 4/23/1997

By: _____

Address for Notices:

For U.S. Mail Delivery:

P.O. Box 393

Los Gatos, CA 95031

For Courier Delivery:

16342 Ridgecrest Avenue

Monte Sereno, CA 95030

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 005442 FRAME: 0127

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registrant	Country	Intl. Class	Application No. and Date	Reg. No. and Date	Status
MUSIC OF LIGHT	Windermere Holdings, LLC	United States of America	009	76168462 11/20/2000	2869955 8/3/2004	REGISTERED