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
Creative Source International, Ltd		08/19/2004	CORPORATION: IDAHO

RECEIVING PARTY DATA

Name:	Aspen Marketing, Inc.		
Street Address:	1240 North Avenue, West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60185		
Entity Type:	CORPORATION: CALIFORNIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2163129	CREATIVE SOURCE INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (703)610-6200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-610-6100

Email: boxip@hhlaw.com

Correspondent Name: Valerie Brennan

Address Line 1: 8300 Greensboro Drive, Suite 1100

Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

68655.11 KRG CAPITAL

NAME OF SUBMITTER:

Valerie Brennan

Total Attachments: 2

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, Creative Source International, Ltd., a corporation, formerly with an address at 300 East Mallard Drive, Suite 110, Boise, ID 83706 ("Assignor"), is the owner of the trademark registration listed on Schedule A hereto (the "Mark"); and

WHEREAS, pursuant to a Stock Purchase Agreement dated as of April 17, 2000 (the "Stock Purchase Agreement"), Assignor, for good and valuable consideration, sold all of the issued and outstanding shares of Assignor to Aspen Marketing, Inc., a corporation located and doing business at 1240 North Avenue, West Chicago, IL 60185 (hereinafter "Assignee"); and

WHEREAS, Assignor desires to sell, assign and transfer all of its right, title, and interest in and to the Mark and the goodwill of the business symbolized thereby to Assignee; and

WHEREAS, the parties are effecting said sale, assignment and transfer of all right, title and interest in and to the Mark and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for the consideration recited above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and hereby assigns, transfers and sets over to Assignee, the entire right, title, and interest in and to the Mark, and the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignce all right to sue for and receive all damages accruing from past, present and future infringements of the Mark.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

> CREATIVE SOURCE INTERNATIONAL, LTD.

Date: August 19, 2004

By: Fire Dilos

Name: Fiore DiNo. i

Title: Secretary - General Course!

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SCHEDULE A MARK

Mark	Corresponding Ser./Reg. No.	Filing/Reg. Date
Creative Source International	2,163,129	6/9/98

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