

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
GREAT WAY PRODUCTS, INC.		07/06/2001	CORPORATION:
GREAT WAY PRODUCTS, INC.		07/06/2001	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	GIFTCO, INC.		
Street Address:	700 Woodlands Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2218470	SPRINGTIME DELIGHTS	
CORRESPONDENCE DATA			
Fax Number:	(312)236-1365		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-337-2100		
Email:	alterandweiss@yahoo.com		
Correspondent Name:	Irwin C. Alter		
Address Line 1:	19 S. LaSalle St.		
Address Line 2:	Suite 1650		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Irwin C. Alter		
Signature:	// irwin c. alter //		
Date:	12/30/2004		

OP \$40.00 2218470

Total Attachments: 4

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Great Way Products, Inc.
327 Hazeltine Drive
Chaska, MN 55318

- Individual(s)
- General Partnership
- Corporation-State **Minnesota**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date:

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,218,470
2,218,472

Additional numbers Yes No

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

Name: **Scott Schreiber**

Internal Address: **Much Shelist, et al**

Street Address: **200 North LaSalle Street**

Suite 2100

City: **Chicago** State: **IL** ZIP: **60601**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

134825

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi R. Copeland
Name of Person Signing

Heidi COPELAND
Signature

7/6/01
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002999 FRAME: 0718

TRADEMARK ASSIGNMENT

This Assignment ("**Assignment**") is made as of July 2, 2001 (the "**Effective Date**") by GREAT WAY PRODUCTS, Inc., a Minnesota corporation ("**Assignor**") to GIFTCO, INCORPORATED, an Illinois corporation ("**Assignee**").

RECITALS

- A.** A Certificate of Registration from the United States Patent and Trademark Office bearing the numbers 2218470 and 2218472 ("**Trademarks**") was issued to Assignor for the marks SPRINGTIME DELIGHTS and HOLIDAY DELIGHTS, respectively on January 19, 1999. Copies of such Certificates of Registration for the Trademarks subject to this Assignment is set forth on attached and incorporated Exhibit "A".
- B.** Assignor now desires to transfer to Assignee all its rights, titles and interests in the Trademark.

CLAUSES

1. Consideration/ Grant of Rights to Trademark. For a purchase price of \$10,000.00, payable via wire transfer on the date of delivery and execution of this Assignment, and all other good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the same, at the expense of Assignee, in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.

2. Further Instruments. Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademarks as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.

3. No Retained Rights. Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

4. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

5. **Notices.** All notices concerning this Assignment shall be given in writing, as follows: (i) by actual delivery of the notice into the hands of the party entitled to receive it, in which case notice shall be deemed given when delivered; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed given four (4) days from the date of its mailing; (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given on the date next succeeding the date of its transmission; or (iv) by Facsimile or other telephonic or fibre optic transmission of written characters resulting in hard copy being received by the notified party, in which case the notice shall be deemed given as of the date it is sent. All notices which concern this Assignment shall be addressed as follows:

To Assignor: Felicia Phillips
Great Way Products
327 Lake Hazeltine Drive
Chaska, Minnesota 55318

To Assignee: John Breslin
Giftco, Incorporated
700 Woodlands Parkway
Vernon Hills, IL 60061

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Applicable Law.** The laws of the State of Illinois shall govern all aspects of this Assignment. The parties shall submit all disputes which arise under this Assignment to state or federal courts located in Chicago, Illinois for resolution.

9. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

10. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

GREAT WAY PRODUCTS, INC.
a Minnesota corporation

By: *Debra J. Fruegen*
Its: *Vice President*

GIFTCO, INCORPORATED
an Illinois corporation

By: *John M. [Signature]*
Its: *VP [Signature]*