

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mack & Moore, Inc.		01/06/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M & B Investments, LLC		
<b>Street Address:</b>	15665 Medina Road		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55447		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1927290	ALI MAC	
<b>Registration Number:</b>	2730264	NIGHT IRENE	
<b>Registration Number:</b>	2831959	ALI MAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(952)842-1742		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	952-896-1513		
<b>Email:</b>	ipgroup@larkinhoffman.com		
<b>Correspondent Name:</b>	Cathryn J. Quinn		
<b>Address Line 1:</b>	1500 Wells Fargo Plaza		
<b>Address Line 2:</b>	7900 Xerxes Avenue South		
<b>Address Line 4:</b>	Bloomington, MINNESOTA 55431		
<b>ATTORNEY DOCKET NUMBER:</b>	30628-01		
<b>NAME OF SUBMITTER:</b>	Cathryn J. Quinn		

OP \$90.00 1927290

Signature:

/Cathryn J. Quinn/

Date:

01/09/2006

Total Attachments: 2

source=mack&mooreassignmentpage1#page1.tif

source=mack&mooreassignmentpage2#page1.tif

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, is made by and between Mack and Moore, Inc., a Minnesota corporation, (the "Assignor") in favor of M & B Investments, LLC, a Minnesota limited liability company (the "Assignee") effective as of March 31, 2003.

### WITNESSETH:

WHEREAS, Assignor assigned all of its right, title and interest in and to the trademarks and trademark registrations as identified in the attached Schedule A incorporated herein by reference (collectively, hereinafter the "Trademarks") pursuant to Assignor's voluntary turnover of various assets owned by Assignor to Assignee pursuant to various loan agreement(s) between Assignor and Assignee; and

WHEREAS, Assignor has agreed to execute this agreement to acknowledge its transfer of the Trademarks to Assignee, together with any registration rights that it may still have, together with any associated goodwill along with all rights to income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) together with the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns and sets over unto the Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, along with all rights to income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) together with the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

Executed January 6, 2006

Mack and Moore, Inc.

By: 

Charles Holescher

Title: Authorized Representative

**SCHEDULE A**  
to the Trademark Assignment  
between  
**Mack and Moore, Inc. ("Assignor") in favor of M & B Investments, LLC ("Assignee")**

<b>Trademark</b>	<b>U.S. Application No. / U.S. Registration No.</b>	<b>Filing Date / Registration Date</b>
ALI MAC	74/512812 / 1927290	04/15/1994 / 10/17/1995
NIGHT IRENE	76/312679 / 2730264	09/13/2001 / 06/24/2003
ALI MAC and design	78/198274 / 2831959	12/27/2002 / 04/13/2004

1046333.1