

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/08/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jody Coyote, Inc.		09/08/2003	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	Jody Coyote, LLC
Street Address:	1205 Oak Patch Road
City:	Eugene
State/Country:	OREGON
Postal Code:	97401
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3019652	DISCOVERY
Registration Number:	2881786	SUGAR & SPICE
Registration Number:	3078082	JODY COYOTE
Registration Number:	2434612	COYOTE KLEIN

**CORRESPONDENCE DATA**

Fax Number: (206)682-7100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 206 224 8208  
 Email: mamburn@karrtuttle.com  
 Correspondent Name: Marie Amburn Digby  
 Address Line 1: 1201 3rd Ave Ste 2900  
 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 32729.001

OP \$115.00 3019652

NAME OF SUBMITTER:	Marie L. Amburn-Digby
Signature:	/Marie L. Amburn-Digby/
Date:	06/15/2006
<b>Total Attachments: 3</b> source=Jody Coyote Assignment of SM & TM#page1.tif source=Jody Coyote Assignment of SM & TM#page2.tif source=Jody Coyote Assignment of SM & TM#page3.tif	

## ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment") is made effective as of 11:59:59 p.m., Pacific time, October 1, 2003 (the "Effective Date") by JODY COYOTE, INC., an Oregon corporation, (the "Assignor"), and J-CO LLC, a Delaware limited liability company (the "Assignee").

### RECITAL

A. Assignee and Assignor are parties to an Asset Purchase Agreement dated as of ~~September~~ <sup>September 8</sup> ~~October~~, 2003 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Purchase Agreement), including without limitation the service marks, trademarks and trade names of Assignor;

B. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed to this Assignment and incorporated in this Assignment by reference (all of the foregoing being referred to in this Assignment as the "Marks").

THEREFORE, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized by such Marks, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions of such Marks that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment of Service marks and Trademarks shall be governed by and construed in accordance with the laws of the state of Oregon without giving effect to the principles of conflicts of laws of the state of Oregon.

DATED, as of the date first above written.

JODY COYOTE, INC., an Oregon corporation

By: [Signature]  
Name: Gene Wolfson  
Title: President

[SEAL]

State of Oregon        )  
                                  ) ss.:  
County of Lane )

On this 1st day of October 2003, before me, Gene Wolfson, personally appeared Gene Wolfson, President of Jody Coyote, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public



SCHEDULE A

Registered Trademarks

Coyote Klein

Unregistered Service marks and Trademarks

Jody Coyote  
Coyote Rose  
Gypsy Dreams  
Indigo Moon  
Sugar & Spice  
Discovery

Trade Names

None