### 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
Jane Peterson		08/23/2010	INDIVIDUAL:

# RECEIVING PARTY DATA

Name:	Behave'n Day Center, Inc.	
Street Address:	8922 Cuming Street	
City:	Omaha	
State/Country:	NEBRASKA	
Postal Code:	68114	
Entity Type:	CORPORATION: NEBRASKA	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3881606	BEHAVEN KIDS

## **CORRESPONDENCE DATA**

Fax Number: (402)341-8290

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

Phone: 402-341-6000

Email: dguinan@fraserstryker.com

Correspondent Name: Daniel J. Guinan

Address Line 1: 409 South 17th Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Daniel J. Guinan
Signature:	/dan guinan/
Date:	08/04/2011

Total Attachments: 2

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TRADEMARK REEL: 004597 FRAME: 0405

# TRADEMARK/SERVICE MARK ASSIGNMENT

THIS TRADEMARK/SERVICE MARK ASSIGNMENT ("Assignment"), dated as of August 3, 2010, is made by Jane Peterson, an individual, ("Assignor"), for the benefit of and in favor Behave'n Day Center, Inc., a Nebraska corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor desires on the date hereof to assign to Assignee all right, title and interest in and to the service mark consisting of the word BEHAVEN.COM which mark is currently registered with the United States Patent and Trademark Office under Registration No. 2493425 and the service mark consisting of the words BEHAVEN KIDS which pending before the United States Patent and Trademark Office under application Serial No. 77-937,669 (the "Trademarks"), and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment to Assignee of the Trademarks;

NOW, THEREFORE, for and in consideration of the above, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers, conveys and sets over, and shall sell, assign, transfer, convey and set over, to Assignee, its successors, legal representatives and assigns: (i) all right, title and interest, throughout the world, in and to the Trademarks (including, without limitation, such marks alone or in combination with other words, figures, designs or indicia), together with the goodwill of the business associated therewith, and symbolized thereby, and all common law rights in and to registrations thereof, whether foreign or domestic, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, at least as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made, and (ii) all rights and privileges pertaining to the Trademarks (including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from, any past, present or future infringement of the Trademarks).
- 2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Trademarks and all other rights hereby conveyed.

TRADEMARK REEL: 004597 FRAME: 0406 3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record Assignee as the owner of the Trademarks for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignor

Jane Peterson

APPROVED AND ACCEPTED BY:

Behave'n Day Center, Inc., Assignee

Jame/L. Peterson, President

W553958

TRADEMARK REEL: 004597 FRAME: 0407

**RECORDED: 08/04/2011**