

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/13/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Structural Integrity Property Services LLC		10/24/2011	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Smart Candle, LLC
Street Address:	1701 West 94th Street
Internal Address:	Suite 100
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55431
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77642221	SMART FLAME
Registration Number:	3087067	FLICKER WITHOUT THE FLAME
Registration Number:	3155669	SMART CANDLE
Registration Number:	3762634	SMART CANDLE

CORRESPONDENCE DATA

Fax Number: (612)604-6818
 Email: trademark@winthrop.com, molsen@winthrop.com,
 jrezac@winthrop.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Michael T. Olsen
 Address Line 1: 225 South Sixth Street
 Address Line 2: Capella Tower, Suite 3500

OP \$115.00 77642221

900205441

**TRADEMARK
 REEL: 004647 FRAME: 0809**

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 14631.2

NAME OF SUBMITTER: Michael T. Olsen

Signature: /MTO/

Date: 10/25/2011

Total Attachments: 2
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into between Structural Integrity Property Services, LLC, a Minnesota limited liability company ("Assignor") and Smart Candle, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks for the marks identified on Schedule A, which are registered in the United States Patent and Trademark Office; and the pending intent-to-use trademark application for the mark also identified on Schedule A (collectively the "Marks and Application");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title, interest, and goodwill in and to the Marks and Application;

WHEREAS, Assignee desires to acquire any and all of Assignor's right, title and interest in and to the Marks and is a successor in interest to Assignor's ongoing business that pertains to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee *nunc pro tunc* as of April 13, 2011 any and all right, title, and interest in and to the Marks and Application, including all rights of priority, together with any and all goodwill of Assignor's ongoing business that pertains to the Marks and the registration that may issue from the Application.

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

STRUCTURAL INTEGRITY PROPERTY SERVICES, LLC

By: _____

Its: _____

Date: _____

SCHEDULE A

U.S. Pending Application

Mark	Serial No.	Filing Date
SMART FLAME	77/642,221	12/31/2008

U.S. Trademark Registrations

Trademark	Reg. No.	Reg. Date
FLICKER WITHOUT THE FLAME	3,087,067	05/02/2006
SMART CANDLE	3,155,669	10/17/2006
SMART CANDLE & Design	3,762,634	03/23/2010

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