

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael John Surma</td> <td>10/14/2009</td> </tr> <tr> <td>Richard Lee Swanson</td> <td>10/14/2009</td> </tr> <tr> <td>Earl John Adolphi</td> <td>10/21/2009</td> </tr> <tr> <td>Brent Peterson</td> <td>10/14/2009</td> </tr> </tbody> </table>		Name	Execution Date	Michael John Surma	10/14/2009	Richard Lee Swanson	10/14/2009	Earl John Adolphi	10/21/2009	Brent Peterson	10/14/2009		
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Lifetouch Inc.</td> </tr> <tr> <td>Street Address:</td> <td>11000 Viking Drive</td> </tr> <tr> <td>Internal Address:</td> <td>400 West</td> </tr> <tr> <td>City:</td> <td>Eden Prairie</td> </tr> <tr> <td>State/Country:</td> <td>MINNESOTA</td> </tr> <tr> <td>Postal Code:</td> <td>55344</td> </tr> </table>		Name:	Lifetouch Inc.	Street Address:	11000 Viking Drive	Internal Address:	400 West	City:	Eden Prairie	State/Country:	MINNESOTA	Postal Code:	55344
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (612)332-9081</p> <p>Phone: 612.332.5300</p> <p>Email: btramm@merchantgould.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Benjamin A. Tramm c/o Merchant &amp; Gould</p> <p>Address Line 1: 80 South 8th Street</p> <p>Address Line 2: Suite 3200</p> <p>Address Line 4: Minneapolis, MINNESOTA 55402-2215</p>													
ATTORNEY DOCKET NUMBER:	15235.0016USC1												
NAME OF SUBMITTER:	Benjamin A. Tramm												

OP \$40.00 13495737

**Total Attachments: 4**

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**ASSIGNMENT**

WHEREAS, we, Michael John Surma, residing at 3658 Pond View Pt, Eagan, MN 55122; Richard Lee Swanson, residing at 308 Grove Place, Hopkins, MN 55343; Earl John Adolphi, residing at 501 Primrose Ave SW, Los Lunas, NM 87031; and Brent Peterson, residing at 6330 Steller Circle, Excelsior, MN 55331 made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on September 16, 2009, application Serial No. 12/561,177 which is entitled PHOTOGRAPHY STATION.

AND WHEREAS, Lifetouch Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 11000 Viking Drive, 400 West, Eden Prairie, Minnesota 55344 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

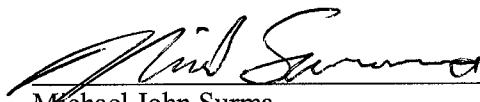
NOW THEREFORE, to all whom it may concern, be it known that for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable

more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of OCTOBER, 2009.

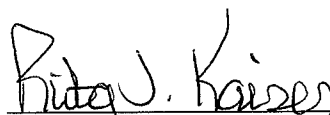


Michael John Surma

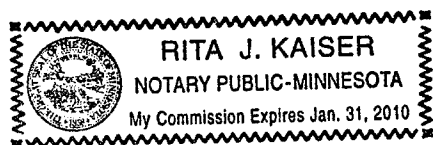
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 14th day of OCTOBER, 2009, before me personally appeared Michael John Surma to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

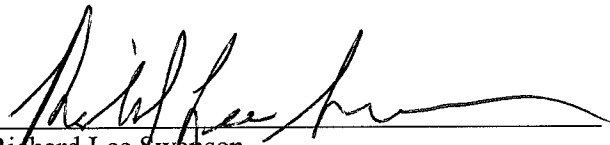
[SEAL]



Notary Public

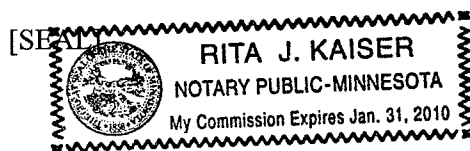


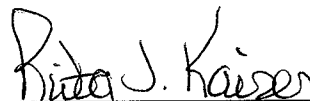
IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of  
OCTOBER, 2009.

  
Richard Lee Swanson

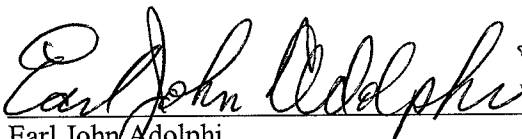
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 14th day of OCTOBER, 2009, before me personally appeared Richard Lee Swanson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



  
Notary Public

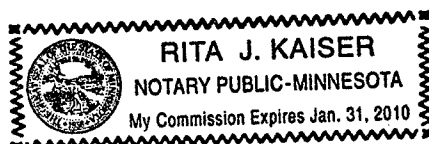
IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of  
OCTOBER, 2009.

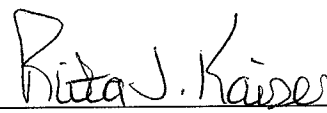
  
Earl John Adolphi

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 21st day of OCTOBER, 2009, before me personally appeared Earl John Adolphi to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public

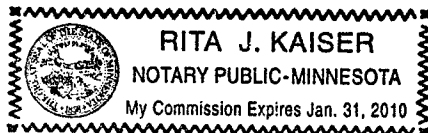
IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of  
OCTOBER, 2009.


  
Brent Peterson

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 14th day of OCTOBER, 2009, before me personally appeared Brent Peterson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public