

10/18/99

10-21-1999

Form **PTO-1594**  
(Rev. 6-93) **RECORD**



**U.S. DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**

**101179847**

Original documents or copy thereof.

To the Honorable Commissioner of Patents & Trademarks

1. Name of conveying party(ies):  
**KOB L.P.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State:  
 Other **a Tennessee Limited Liability Corporation**

Additional name(s) of conveying party(ies) attached?       Yes       No

2. Name and address of receiving party(ies):  
 Name: **Crafts Americana Group, Inc.**  
 Internal Address: \_\_\_\_\_  
 Street Address: **13118 N.E. 4<sup>th</sup> Street**  
 City: **Vancouver** State: **Washington** ZIP: **98684**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Washington**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:       Yes       No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?       Yes       No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **September 27, 1999**

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?       Yes       No

B. Trademark Registration No.(s)      **2,239,259**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Sandy Reisman, Paralegal**  
 Internal Address: **Perkins Coie**  
 \_\_\_\_\_  
 Street Address: **1201 Third Avenue, Suite 4800**  
 City: **Seattle** State: **WA** ZIP: **98101**


6. Total number of applications and registrations involved:      **1**

7. Total fee (37 CFR 3.41):..... \$ **40.00**  
 Enclosed  
 Authorized to be charged to deposit account  
 Charge any additional fees/credit any overpayment to  
 Deposit Account No. 50-0665

8. Deposit account number:  
**50-0665**  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Erika J. Starrs**            **October 15, 1999**

Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet, attachments and document:      **10**

10/20/1999 DMSUYEN 00000317 2239259

01 FC:481      40.00 OP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:  
**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ASSIGNMENT AGREEMENT

This Agreement is made and entered into as of 9-27-99, (hereinafter the "Effective Date") by and between Crafts Americana Group, Inc., a Washington corporation with its principal place of business at 13118 NE 4<sup>th</sup> Street, Vancouver, Washington, 98684 (hereinafter referred to as "Crafts Americana") and KOB L.P., a Tennessee Limited Liability Corporation with its principal place of business at 1109 Robin Hood Drive, Union City Tennessee 38261 (hereinafter referred to as "KOB").

### Recitals

WHEREAS, KOB is the owner of the trademark registration set forth in Exhibit 1 and incorporated herein by reference; and has common law rights in the mark that is the subject of this assignment;

WHEREAS, Crafts Americana is desirous of acquiring said common law rights, registration, and the goodwill associated therewith;

### Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. KOB shall within six months of the effective date of this agreement cease any and all use of the CRAFTS AMERICA mark, or any confusingly similar mark, trade name, domain name, or confusingly similar variant thereof, not including the marks OLD AMERICA or OLD AMERICA STORES.
2. KOB hereby assigns unto Crafts Americana all right, title and interest in and to the mark set forth in Exhibit 1, together with the goodwill appurtenant thereto.

3. KOB shall not file or hold any trademark, trade name, servicemark or domain name application or registration for the CRAFTS AMERICA mark or any confusingly similar mark.

4. KOB represents that it has no current or prior trademark, trade name or domain name registrations or applications for the CRAFTS AMERICA mark, or any confusingly similar mark, except the registration set forth in Exhibit 1.

5. KOB represents and warrants that it has not assigned any rights in the CRAFTS AMERICA mark to any other entity or otherwise encumbered its rights in the CRAFTS AMERICA mark in any manner whatsoever.

6. KOB shall indemnify, and save Crafts Americana and its officers, directors, insurers, agents, employees, subsidiaries, affiliates, administrators, predecessors, successors, representatives and assigns harmless from all claims, suits, demands, or causes of action brought in any jurisdiction resulting from, relating to, or arising in any way out of KOB's intentional use of, or representations concerning its use of, the CRAFTS AMERICA mark. Such indemnification shall include, but not be limited to, Crafts Americana's costs, expenses and attorneys' and accountant's fees incurred in defending the same.

7. Crafts Americana shall indemnify, and save KOB and its officers, directors, insurers, agents, employees, subsidiaries, affiliates, administrators, predecessors, successors, representatives and assigns harmless from all claims, suits, demands, or causes of action brought in any jurisdiction resulting from, relating to, or arising in any way out of Crafts Americana's intentional use of, or representations concerning its use of, the CRAFTS AMERICA mark. Such indemnification shall

include, but not be limited to, KOB's costs, expenses and attorneys' and accountant's fees incurred in defending the same.

8. In the event either party breaches any term of this Agreement, the non-breaching party may take all necessary steps to enforce its rights under this Agreement and the breaching party shall indemnify the non-breaching party for all of their costs, expenses and attorney's and accountant's fees resulting from, relating to, or arising in any way out of the breach.

9. In consideration of the terms and conditions set forth in this Agreement, Crafts Americana shall pay KOB the sum of four thousand United States dollars (\$4,000) to be paid within ten (10) business days after Crafts Americana receives the signed Agreement from KOB.

10. KOB agrees to execute any additional documents reasonably required to effectuate this Agreement.

11. This Agreement cannot be terminated or amended, except by the written agreement of the parties hereto.

12. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.


13. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

14. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. All terms of this Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

**Crafts Americana, Inc.**

By:   
Title: President CBO  
Date: Oct 5, 1999

**KOB, LP**

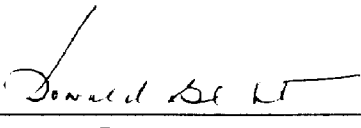
By:   
Title: CEO  
Date: 9-27-99

EXHIBIT 1

| MARK           | REGISTRATION # | REGISTRATION DATE |
|----------------|----------------|-------------------|
| CRAFTS AMERICA | 2239259        | 04/13/99          |

[/STANDARD.01]

9/29/99

RECORDED: 10/18/1999

TRADEMARK  
REEL: 001977 FRAME: 0078