

01-23-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The C.R. Gibson Company

1-15-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 7, 2001

2. Name and address of receiving party(ies)

Name: CRG Acquisition Corp. Internal Address: Street Address: 506 Nelson Place City: Nashville State: TN Zip: 37214-3616

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/086,170

B. Trademark Registration No.(s)

1,617,663

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca B. Gibbs, Esq.

Internal Address:

Street Address: Fish & Neave

1251 Avenue of the Americas

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41) \$ 640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

06-1075

(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.

Rebecca B. Gibbs

Signature: Rebecca B. Gibbs

Date: 11/16/01

Name of Person Signing

Signature

Date

01/23/2002 LMUELLER 00000111 76086170

Total number of pages including cover sheet, attachments, and document: 7

01 FC:481 02 FC:482

40.00 documents to be recorded with required cover sheet information to 600.00 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002428 FRAME: 0769

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2,030,844, 2,076,090, 1,639,746, 1,698,378, 1,698,379,
1,285,228, 1,190,680, 1,168,329, 1,168,305, 1,411,247, 1,324,493, 1,375,822, 893,761, 859,325,
1,465,395, 1,110,514, 1,675,059, 1,411,248, 1,489,320, 2,293,048, 1,871,317, 1,917,866, and
1,950,203

ASSIGNMENT

WHEREAS. The C.R. Gibson Company ("Assignor"), a Delaware corporation having its principal place of business at 501 Nelson Place, Nashville, Tennessee 37214-1000, is the owner of all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks;

WHEREAS, CRG Acquisition Corp. ("Assignee"), a Georgia corporation having its principal place of business at 506 Nelson Place, Nashville, Tennessee 37214-3616, wishes to acquire the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks:

WHEREAS. Assignor is assigning the trademarks and service marks shown on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented thereby as part of the transfer of the entire business or portion thereof to which such trademarks and service marks pertain, as required by 15 U.S.C. §1060;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented by said trademarks and service marks, together with the right to sue for and to collect damages for past infringements of said trademarks and service marks.

Assignor agrees to execute and deliver all necessary or desirable

documents to record the transfer effected by this assignment.

THE C.R. GIBSON COMPANY

Dated: Nov. 7th, 2001

By: Eric Heyden
Name: ERIC HEYDEN
Title: Vice President

ACKNOWLEDGMENT

STATE OF TENNESSEE)
 : SS. :
COUNTY OF DAVIDSON)

On this 7th day of September 2001, before me personally came

ERIC Heyden, who being by me duly sworn did depose and say that he is
Vice President of The C.R. Gibson Company, the corporation described in and
which executed the foregoing assignment; that he signed his name to the foregoing
assignment; and that he was authorized by the Board of Directors of said corporation to
sign this name thereto.



Notary Public

EXHIBIT 1

Mark	Registration No./ Serial No.	International Class(es)
C.R. GIBSON	1,617,663	20
A STAR IS BORN	2,030,844	16
CREATIVE PAPERS	2,076,090	16
LIBROMOUNT	1,639,746	16
WEDDING MEMORIES	1,698,378	16
BABY MEMORIES	1,698,379	16
PHOTO MEMORIES	1,285,228	16
PP Design	1,190,680	16
PEOPLE NOTES	1,168,329	16
PRESENCE & Design	1,168,305	16
C.R. GIBSON	1,411,247	16
GIBSON GIRL	1,324,495	16
RANDOM MOUNT	1,375,822	16
UNIMOUNT	893,761	16
STARDUST	859,325	16
CREATIVE PAPERS	1,465,395	16
CREATIVE PAPERS	1,110,514	16
CREATIVE PAPERS	1,675,059	16
GIBSON	1,411,248	16
ALICE IN BIBLELAND	1,489,320	16
STEPPING STONES	2,293,048	16
BABY'S MILESTONES	1,871,317	16
DESIGN CLASSICS	1,917,866	16

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CREATIVE NOTES	1,950.203	16
C.R. GIBSON	76/086,170	35

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01867.001 — [NY]786890.1

RECORDED: 01/15/2002

TRADEMARK
REEL: 002428 FRAME: 0775