

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Art Store, Inc.		07/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dick Blick Holdings, Inc.
Street Address:	1849 Green Bay Road
Internal Address:	Ste. 310 Renaissance Place
City:	Highland Park
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76471139	THE ART STORE
Registration Number:	1225587	AS THE ART STORE
Registration Number:	1273956	THE ART STORE
Registration Number:	2097947	THE ART STORE
Registration Number:	2102359	THE ART STORE
Registration Number:	2779351	ARTSTORE.COM
Registration Number:	2837932	REAL SUPPLIES. REAL ARTISTS.
Registration Number:	2837933	THE ART STORE
Registration Number:	2862087	ART STORE

CORRESPONDENCE DATA

Fax Number: (414)271-3552  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 414 277 5000  
 Email: tm-dept@quarles.com  
 Correspondent Name: Marta S. Levine

CH \$240.00 76471139

Address Line 1: Quarles & Brady LLP  
Address Line 2: 411 East Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

122008.00002

NAME OF SUBMITTER:

Marta S. Levine

Total Attachments: 6  
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into by and between THE ART STORE, INC., a Delaware corporation (the "Seller"), and DICK BLICK HOLDINGS, INC., a Delaware corporation (the "Assignee") as of the 30th day of July, 2004. Seller and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Seller is the owner of all rights, title and interests in and to the trademarks listed on the attached Schedule 1, and any and all related trademark applications and registrations therefore (collectively, the "Trademarks"); and

WHEREAS, Seller, certain affiliates of Seller and Assignee are parties to that certain Asset Purchase Agreement, dated June 10, 2004 (the "Purchase Agreement"), which provides for the sale by Seller to, and the purchase by, Assignee of the Purchased Assets including without limitation the Trademarks (capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement);

WHEREAS, Seller has, pursuant to the terms and subject to the conditions of the Purchase Agreement, agreed to sell, assign, transfer, convey and deliver to Assignee all of Seller's right, title and interest in, to and under the Trademarks;

WHEREAS, Assignee has, pursuant to the terms and subject to the conditions of the Purchase Agreement, agreed to purchase all of Seller's right, title and interest in, to and under the Trademarks; and

WHEREAS, the Bankruptcy Court entered an order on July 23, 2004, with respect to the transactions contemplated the Purchase Agreement (the "Sale Order").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in the Purchase Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the date hereof, as approved by the Bankruptcy Court pursuant to the Sale Order and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademarks including all rights to sue and recover for past infringement thereof and all goodwill associated therewith. Seller hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademarks to Assignee, with all costs to be borne by Assignee.
2. Provisions of the Purchase Agreement. This Agreement is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions of the Purchase Agreement (including the representations, warranties and covenants contained therein) and of the Sale Order, and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and assignees. If there is a conflict, or in the event of any ambiguity between the terms of this Agreement and the Purchase Agreement or Sale Order, the Purchase Agreement and Sale Order, as applicable, shall govern.

3. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE BANKRUPTCY CODE AND TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH JURISDICTION, EXCLUDING ITS CONFLICT OF LAWS PROVISIONS.

4. **Further Assurances.** Seller and Assignee, any time and from time to time, each shall execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of the Purchase Agreement and this Agreement.

5. **Headings.** The headings preceding the text of this Agreement are for convenience of reference only and shall not be deemed part of or in any way affect the meaning or interpretation of this Agreement.

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. **Transfer Free and Clear of Liens.** The Trademarks hereby conveyed to the Assignee are transferred with all the benefits intended, described or otherwise contemplated by the Purchase Agreement and Sale Order, including but not limited to those provisions stating such conveyance is made free and clear of any liens, claims, co-ownership rights, encumbrances, defenses, setoffs and/or other rights, duties or interests of whatever type or character pursuant to and in accordance with §§363 and 365 of the federal Bankruptcy Code, except for the Permitted Liens.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Trademark Assignment Agreement is executed below by an authorized representative of each Party.

**SELLER:**

**THE ART STORE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**


**DICK BLICK HOLDINGS, INC.**

By: Robert B. Buchsorn  
Name: ROBERT BUCHSORN  
Title: CEO

IN WITNESS WHEREOF, this Trademark Assignment Agreement is executed below by an authorized representative of each Party.

**SELLER:**

**THE ART STORE, INC.**

By:   
Name: *GEORGE GRANDAF*  
Title: *CHAIRMAN OF THE BOARD*





**ASSIGNEE:**


**DICK BLICK HOLDINGS, INC.**


By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

Schedule of Trademarks

Mark	Reg. (App.) No.	Issue (Filing) Date
THE ART STORE and Design  <b>THE ART STORE</b>	(76/471139)	(11/19/2002)
THE ART STORE AS and Design  	1225587	01/25/1983
THE ART STORE and Design  	1273956	04/10/1984
THE ART STORE and Design  The  Store	2097947	08/15/1996
THE ART STORE and Design  The  Store	2102359	09/30/1997
ARTSTORE.COM Stylized  <b>artstore.com</b>	2779351	11/04/2003
REAL SUPPLIES. REAL ARTISTS.	2837932	05/04/2004

Mark	Reg. (App.) No.	Issue (Filing) Date
THE ART STORE and Design  	2837933	05/04/2004

Mark	Reg. (App.) No.	Issue (Filing) Date
ART STORE Stylized  	2862087	07/13/2004

Trademark Assignment Agreement  
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