

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartford House Ltd.		12/12/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BMA Holdings, LLC
Street Address:	1 American Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44144-2301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1515357	
Registration Number:	1515356	
Registration Number:	1550963	OCCASION GALLERIE FROM BLUE MOUNTAIN ARTS
Registration Number:	1514549	SUSAN POLIS SCHUTZ AND STEPHEN SCHUTZ COLLECTION FROM BLUE MOUNTAIN ARTS
Registration Number:	1515350	WATER COLOR FEELINGS
Registration Number:	2351502	BLUE MOUNTAIN ARTS
Registration Number:	1514550	BLUE MOUNTAIN PRESS INC.
Registration Number:	2135650	BOULDER NEW CREATIVES
Registration Number:	1519773	AIREBRUSH FEELINGS
Registration Number:	1512647	ARTES MONTE AZUL
Registration Number:	1512648	ARTS DU MONT BLEU
Registration Number:	2310797	BACKYARD POETRY
Registration Number:	1512635	BLUE MOUNTAIN ARTS

CH \$390.00 1515357

Registration Number:	1515351	BLUE MOUNTAIN ARTS
Registration Number:	1526562	BLUE MOUNTAIN ARTS

CORRESPONDENCE DATA

Fax Number: (612)996-0663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 61299697898
Email: harloon@bigpond.net.au
Correspondent Name: Harry Melkonian
Address Line 1: 37 Bligh St.
Address Line 2: Level 12
Address Line 4: Sydney, AUSTRALIA 2000

ATTORNEY DOCKET NUMBER:	BMAH ASSIGNMENTS
NAME OF SUBMITTER:	Harry Melkonian
Signature:	/harry melkonian/
Date:	02/23/2006

Total Attachments: 4
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Assignment of Marks Agreement

This ASSIGNMENT OF MARKS AGREEMENT is entered into this 12th day of December, 1999 by and between BMA HOLDINGS, LLC, a Limited Liability Company, located at 450 Broadway, Redwood City, CA 94063 ("BMAH"), and HARTFORD HOUSE, LTD., a Delaware Corporation, located at 450 Broadway, Redwood City, CA 94063 ("HH").

A. Prior to the date of this Agreement, HH's business was publishing greeting cards, stationery items, books of poetry, and similar materials, in printed form, as well as gift items. In addition, HH was engaged in publishing greeting cards in electronic form to be transmitted via the Internet. HH has operated this business for years, and built up considerable goodwill in the business.

B. HH has engaged in a restructuring of its business by dividing the printed form activities of its business from the electronic form activities, and creating a new entity, SPS Media, Inc. ("SPS") to carry on the printed form business. HH will continue to operate the portion of the prior business comprising the electronic form.

C. Because the existing business and goodwill are continuing, but in two separate entities instead of one, HH and SPS are now owners and operators of the business that was formerly owned and operated by HH alone. To assure that both segments of the business continue uninterrupted, and to maintain the continuity of the goodwill associated with such business, HH considers that both it and SPS must have use of the Marks (as defined in Section 1.1 below) and HH has granted a license to SPS to use the Marks in a Trademark License Agreement executed by and between HH and SPS ("SPS License").

D. It is anticipated that at some point, SPS and HH may no longer be under common ownership. In such event, HH wants itself and SPS to have rights with respect to the Marks, so that neither of HH and SPS can interfere with the other's right to use the Marks. Accordingly, HH desires to assign the Marks and the SPS License to BMAH, a limited liability company in which HH and SPS are members, so that BMAH can maintain the quality and continuity of the business activities symbolized by the Marks and license to HH and to SPS, respectively, the right to use the Marks in their respective fields of use as defined in the respective license agreements between BMAH and HH and BHH and SPS, respectively.

E. HH has applied to register one or more Marks on the Principal Register of the United States Patent and Trademark Office based upon HH's bona fide intent to use the Marks in commerce in connection with the goods and services recited in said applications. HH is assigning the Marks in said pending applications as part of the portion of the business to which the Marks pertain, as required by 15 U.S.C. § 1060 and BMAH is the successor of the portion of the ongoing and existing business of HH to which the Marks pertain.

Now, therefore, in consideration of the premises and mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

1. Assignment

1.1 "Mark"; "Marks". The terms "Mark" and "Marks" shall mean any one or more, respectively, trademarks, service marks, trade names, product names, service names and any other names, marks, logos, devices or designations owned by HH, in use as of the date of this Agreement or the subject of registrations and applications to register the Marks, including those set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and all claims, demands, and causes of action, for infringement or otherwise, of the same, past, present and future, but excluding URLs, Internet domain names, primary web site names, or other Internet web site names of HH.

1.2 Assignment of Marks and the SPS License. HH hereby permanently and irrevocably assigns to BMAH all right, title and interest in and to (i) the Marks; (ii) the pending applications therefor, together with portions of HH's business in connection with which BMAH has a bona fide intent to use the Mark; (iii) the goodwill of the business symbolized by the Marks; (iv) the rights and obligations of HH under the SPS License; (v) the right and obligation to take reasonable measures to protect the Marks, including, but not limited to, requiring any licensee of the Marks to maintain the quality of the goods and services symbolized by the Marks at levels comparable to the quality of such goods and services as of the date of this Agreement.

2. BMAH To License To HH

BMAH shall license back to HH the right to use the Marks, and the goodwill of the business symbolized by the Marks, in the area of business being pursued by HH after the above-referenced restructuring as set forth in the Trademark License Agreement between BMAH and HH. In addition, BMAH has been assigned, and shall assume the rights and obligations of HH under, the SPS License which licenses to SPS the right to use the Marks, and the goodwill of the business symbolized by the Marks, in the area of business being pursued by SPS after the above-referenced restructuring.

3. Notices

Except as specifically provided herein, all notices required hereunder shall be in writing and shall be given by: (i) personal delivery, in which case notice shall be deemed effective upon personal delivery; or (ii) national overnight courier service, in which case notice shall be deemed effective one (1) business day following deposit with the national overnight courier service; or (iii) U.S. mail, certified or registered, postage prepaid, return receipt requested, in which case notice shall be deemed effective three (3) days following deposit in the U.S. mail. The addresses for giving notice shall be as follows, or any other address as shall be specified by written notice:

To BMAH: BMA Holdings, LTD.
450 Broadway
Redwood City, California 94063

Copy To: Fenwick & West
Two Palo Alto Square

Palo Alto, California 94306
Attention: David Hayes

To HH: Hartford House, Ltd.
450 Broadway
Redwood City, California 94063

Copy To: Fenwick & West
Two Palo Alto Square
Palo Alto, California 94306
Attention: David Hayes

4. Miscellaneous

4.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.2 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their subsidiaries, related companies and respective successors and assigns.

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BMA HOLDINGS, LTD.

By: 

Jay H. Grodin
President

HARTFORD HOUSE, LTD.

By: 

Jay H. Grodin
President

SIGNATURE PAGE TO ASSIGNMENT OF MARKS AGREEMENT

S-1