

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/02/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nancy's Notions, LTD		01/02/2003	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Tacony Corporation
Street Address:	1760 Gilsinn Lane
City:	FENTON
State/Country:	MISSOURI
Postal Code:	63026
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	73591349	SEWING WITH NANCY
Registration Number:	1413188	SEWING WITH NANCY
Serial Number:	73591280	NANCY'S NOTIONS
Registration Number:	1413356	NANCY'S NOTIONS

CORRESPONDENCE DATA

Fax Number: (810)815-0307
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 636-349-3000
 Email: t.peterson@tacony.com
 Correspondent Name: TACONY CORPORATION
 Address Line 1: 1760 Gilsinn Lane
 Address Line 4: FENTON, MISSOURI 63026

NAME OF SUBMITTER: Amy Rehm Hinderer

OP \$115.00 73591349

Signature:

/Amy Rehm Hinderer/

Date:

09/29/2006

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 30th day of July, 2002, by and between NANCY'S NOTIONS, LTD. a Wisconsin corporation ("Nancy's Notions"), sometimes referred to herein as "Seller", NANCY ZIEMAN, RICHARD ZIEMAN, and TACONY CORPORATION, a Missouri corporation ("Tacony").

WITNESSETH:

WHEREAS, Nancy's Notions, Ltd. owns and operates a company known as Nancy's Notions which, among other things, (i) sells sewing machines, notions, fabrics and related items through mail order catalog and internet distribution, (ii) operates a retail sewing store, (iii) produces sewing-related educational television shows and videos, and (iv) provides fulfillment services to other businesses; and

WHEREAS, Nancy Ziemann and Richard Ziemann own all of the outstanding stock of Nancy's Notions, Ltd; and

WHEREAS, Nancy's Notions desires to sell such business and all of the assets of such business as a going concern upon the terms and conditions hereinafter set forth; and

WHEREAS, Tacony desires to purchase such business and all of the assets thereof.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

1. **Assets Being Sold To Tacony** - Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), Seller agrees to sell to Tacony, and Tacony agrees to purchase from Seller, the following assets as they exist on the Closing Date:

a. All of Nancy's Notions' cash, bank accounts, inventory and other assets related to its business, including, but not limited to, short and long term notes, customer lists and records, tools and service equipment, advertising materials, parts and service manuals and workbooks, prepaid contracts, and the cooperative program for dealers.

b. All of Nancy's Notions' inventory, the value of which will be determined by a complete physical inventory count to be taken by the parties hereto as of the Closing.

c. All of the fixtures, equipment, and other tangible assets owned by Nancy's Notions.

d. All trademarks and tradenames owned by the Seller, including but not limited to those listed on Exhibit A, and all goodwill and other intangible assets of the Seller.

e. All of Nancy's Notions' sales orders, purchase orders, Internet domain names, and telephone numbers.

f. All of Nancy's Notions' accounts receivable as of the Closing Date.

g. All of Nancy's Notions currently active accounting, inventory and marketing records, customer lists, UCC filings, and all other records, files and information

Exhibit A List of Trademarks and Tradenames

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>75941725</u>		<u>NANCY'S NETSHOPPE</u>	<u>TARR</u> <u>DEAD</u>
2	<u>75641140</u>	<u>2361766</u>	<u>EZ FULFILLMENT</u>	<u>TARR</u> <u>LIVE</u>
3	<u>73823572</u>	<u>1593999</u>	<u>SHARE THE LOVE OF SEWING</u>	<u>TARR</u> <u>DEAD</u>
4	<u>73823058</u>	<u>1591991</u>	<u>SHARE THE LOVE OF SEWING</u>	<u>TARR</u> <u>DEAD</u>
5	<u>73780210</u>	<u>1604553</u>	<u>BUSY WOMAN'S</u>	<u>TARR</u> <u>DEAD</u>
6	<u>73612776</u>		<u>VIDEOLOG</u>	<u>TARR</u> <u>DEAD</u>
7	<u>73591349</u>	<u>1413188</u>	<u>SEWING WITH NANCY</u>	<u>TARR</u> <u>LIVE</u>
8	<u>73591280</u>	<u>1413356</u>	<u>NANCY'S NOTIONS</u>	<u>TARR</u> <u>LIVE</u>

is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation over or action against any party to this Agreement.

28. Risk of Loss or Destruction - Seller assumes all risk of loss or damage caused by fire, wind, or other casualty up to the Closing. If the business is terminated or interrupted before the Closing by loss or damage caused by fire, wind, or other casualty, Tacony may terminate this Agreement and demand the return of any sums Tacony may have paid to Seller on account of the purchase price. Upon return of those sums, this Agreement shall terminate and be of no effect. If the loss or damage is not sufficiently severe to terminate or interrupt the business, the purchase price shall be adjusted to reflect the loss or damage to the assets.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the day and year first above written.

NANCY'S NOTIONS, LTD.

By: Nancy L. Ziemer
Title: President

Nancy Zieman

NANCY ZIEMAN

Richard Zieman

RICHARD ZIEMAN

TACONY CORPORATION

By: *Kenneth Tacony*
Title: *President*