

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
Quilting Arts, LLC		01/12/2007	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Interweave Press, LLC		
Street Address:	201 E. Fourth Street		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80537		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2979924	CLOTH PAPER SCISSORS	
Registration Number:	2675735	QUILTING ARTS MAGAZINE	
Serial Number:	78937184	QA MEDIA	
Serial Number:	76369442	QUILTING ARTS	
CORRESPONDENCE DATA			
Fax Number:	(212)415-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 415-8700		
Email:	ptotmcommunications@morganfinnegan.com		
Correspondent Name:	Morgan & Finnegan, L.L.P.		
Address Line 1:	3 World Financial Center		
Address Line 4:	New York, NEW YORK 10281-2101		
ATTORNEY DOCKET NUMBER:	4817-0000		
NAME OF SUBMITTER:	Christine Benton		

CH \$115.00 2979924

Signature:	/Christine Benton/
Date:	01/17/2007
Total Attachments: 6 source=Quilting-Interweave-Ass1#page1.tif source=Quilting-Interweave-Ass2#page1.tif source=Quilting-Interweave-Ass3#page1.tif source=Quilting-Interweave-Ass4#page1.tif source=Quilting-Interweave-Ass5#page1.tif source=Quilting-Interweave-Ass6#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 2, 2007 ("Effective Date") by and between Quilting Arts, LLC, a Massachusetts limited liability company ("Assignor"), and Interweave Press, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 2, 2007 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's right, title and interest in and to the trademarks, service marks, trade names and assumed names set forth on Schedule A hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, all related common law rights and goodwill associated therewith, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

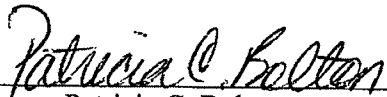
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 2nd day of January, 2007.

ASSIGNOR:

QUILTING ARTS, LLC



Name: Patricia C. Bolton

Title: Manager

ASSIGNEE:

INTERWEAVE PRESS, LLC

Name:

Title:

STATE OF MA)
) SS.
COUNTY OF Middlesex

On this 12 day of January, 2007, there appeared before me Patrick B. [unclear] personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Quilting Arts, LLC, a Massachusetts limited liability company.

[Signature]
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this ___ day of January, 2007, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Interweave Press, LLC, a Delaware limited liability company.

Notary Public

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ___ day of January, 2007.

ASSIGNOR:

QUILTING ARTS, LLC

Name: _____

Title: _____

ASSIGNEE:

INTERWEAVE PRESS, LLC

Name: 

Title: CEO

STATE OF)
) SS.
COUNTY OF)

On this ____ day of January, 2007, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Quilting Arts, LLC, a Massachusetts limited liability company.

Notary Public

STATE OF *Colorado*)
) SS.
COUNTY OF *Larimer*

On this 27 day of ^{TR December 2006 TR} ~~January~~, 2007, there appeared before me Clayton Beach Hall personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Interweave Press, LLC, a Delaware limited liability company.

Rena S. Krauss
Notary Public



MY COMMISSION EXPIRES:
October 2, 2010

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date/ (Filing Date)	Mark
2,979,924	7/26/05	CLOTH PAPER SCISSORS
2,675,735	01/14/03	QUILTING ARTS MAGAZINE
78/937184*	07/25/06	QA MEDIA
76/369442**	02/11/02	QUILTING ARTS

* Pending U.S. Service Mark Application
** Abandoned Trademark Application