

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
Ben Franklin Stores, Inc.		04/16/1997	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Promotions Unlimited Corporation		
Street Address:	7601 Durand Ave.		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53408		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1508646	CRAFT STATION	
CORRESPONDENCE DATA			
Fax Number:	(312)896-6289		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-443-1787		
Email:	sfifield@lordbissell.com		
Correspondent Name:	Sean C. Fifield		
Address Line 1:	111 S. Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60606-4410		
ATTORNEY DOCKET NUMBER:	1002473-0004 FRANKLIN		
NAME OF SUBMITTER:	Ingrid J. Scheckel		
Signature:	/Ingrid J. Scheckel/		
Date:	06/05/2007		

CH \$40.00 1508646

Total Attachments: 6

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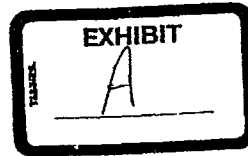
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ASSET SALE AGREEMENT

This Asset Sale Agreement ("Agreement") is made as of the 16th day of April, 1997 (the "Effective Date"), among: (i) Promotions Unlimited Corporation, an Illinois corporation ("Promotions"); and (ii) Ben Franklin Retail Stores, Inc., Ben Franklin Stores, Inc., Ben Franklin Realty Corp, Ben Franklin Realty Corp. II, Ben Franklin Transportation, Inc. and Ben Franklin Crafts, Inc. (collectively the "Debtors").

RECITALS

A. Promotions was the successful bidder to acquire the "Purchased Assets" (as defined in Section 1 below) from the Debtors, under that certain Order No. ___ issued by the United States Bankruptcy Court, Northern District of Illinois, Eastern Division (the "Bankruptcy Court"), in those certain jointly administered Chapter 11 Case Nos. 96B19482, 96B19489, 96B19493, 96B19494, 96B19497, and 96B19501 and any subsequently converted case or adversary proceeding brought therein (collectively the "Bankruptcy Proceeding").

B. Pursuant to Promotions' successful bid, Promotions and Debtors have the obligation to enter into this Agreement to cover the transfer of the Purchased Assets.

CLAUSES

In consideration of the foregoing, and the mutual covenants below set forth, the parties agree as follows:

1. Purchased Assets. Through this instrument and effective as of the Effective Date, Promotions purchases and Debtors transfer, assign and convey to Promotions, all of the Debtor's following assets (collectively the "Purchased Assets"): (i) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice, all trademarks, service marks, trade dress, logos, trade names, service marks, domain names, websites, commercial symbols and corporate names, including, without limitation, all rights in and to the "Ben Franklin" and "Ben Franklin Craft" names and trademarks (both registered and not registered) and all the goodwill associated therewith and all past, present or future claims for infringement thereof (including but not limited to the right to sue for, collect and retain all damages associated therewith) as such patents, names, marks and other items are identified on attached Schedule 1; (ii) all registered and unregistered statutory and common law copyrights; (iii) all registrations, applications and renewals for any of the foregoing; (iv) all trade secrets; (v) all confidential information (excluding attorney-client information), compositions, know-how, research and development information, drawings, specifications, designs, improvements, proposals, technical and computer data, financial, business and marketing plans, all advertising and promotional material, customer and supplier lists, computer software and documentation and related information as identified on attached Schedule A; (vi) all license agreements and sublicense agreements to and from third parties relating to any of the foregoing as specifically identified on attached Schedule B (Debtors will provide Promotions with complete, accurate copies of all such license or sublicense agreements on or before the Effective Date, and Promotions will have the sole right to determine which of said agreements will be identified on Schedule B and will constitute "Purchased Assets" under this Agreement); and (vii) all other proprietary rights, industrial rights and intellectual property rights of any type or nature in any of the foregoing. Promotions agrees to grant the following limited license to Debtors, PPM America, Inc., Foothill Capital Corporation, the Official Committee of Unsecured Creditors in the Bankruptcy Proceeding, the Official Bondholders Committee in the Bankruptcy Proceeding, the Examiner in the Bankruptcy Proceeding and any trustee appointed in the Bankruptcy Proceeding (collectively the "Authorized Parties") for the sole purposes (the "Permitted Uses") of using the registered "Ben Franklin®" mark, and such information included on

attached Schedule A, as are necessary for the administration of the Bankruptcy Proceeding including but not limited to any related adversary proceedings or all matters removed to the district court (the "License"). The License will terminate immediately upon the later of the termination of the Bankruptcy Proceeding or the aforesaid related adversary proceedings or matters removed to district court (the "License Termination Date"). Except for the Permitted Uses, the Authorized Parties will have not any right, title or interest in or use rights concerning any Purchased Assets under the License. Promotions agrees the License is irrevocable until the Licensed Termination Date, unless an Authorized Party commits any of the following actions, in which case the License shall terminate immediately: (i) an Authorized Party causes any liens, claims or encumbrances to attach to any of the Purchased Assets subject to the License; (ii) an Authorized Party attempts to sell, transfer, assign, convey, hypothecate or grant any other interest (equitable, use or otherwise) in or to any of the Purchased Assets which are subject to the License; (iii) an Authorized Party holds itself out as the owner of any of the Purchased Assets subject to the License or in any way utilizes any trademarks, trade names, service marks, service names, copyrights, designs or other commercial symbols which are subject to the License for a use other than a Permitted Use, or in combination with any other names or marks of any individual or entity or in any modified, altered or defaced state; or (iv) an Authorized Party utilizes any such Purchased Assets which are subject to the License in a manner which Promotions reasonably deems may injure the goodwill associated with, impugn the reputation of or otherwise damage the trademarks, trade names, service marks, service names or other commercial symbols subject to the License. If any Authorized Party conducts any "liquidation", "going out of business", "bankruptcy" or similar sale concerning any Debtor's assets, and uses any Purchased Assets in connection therewith, such Authorized Party will obtain Promotions' prior approval of all proposed announcements or advertisements concerning such sale, which approval will not be withheld unreasonably. In this respect, Promotions consents to the Debtors' use of the phrase "formerly known as Ben Franklin" in referring to the liquidation of any of the Debtors' assets. From and after the License Termination Date, the License will expire in its entirety and no Authorized Party will in any way utilize any Purchased Asset previously subject to the License. Debtors will deliver all trademarks to Promotions on closing, and will use their best efforts to deliver all other Purchased Assets to Promotions within a reasonable time thereafter. The Purchased Assets shall not include (a) any of the Debtors' franchise agreements or rights or obligations under any of its franchise agreements or (b) any of the intellectual property assets incorporating the name, or derivations of the name "Auto Artistry", or (c) any assets (or any portion, thereof) which Promotions elects in its sole discretion not to purchase hereunder, by delivering written notice to the Debtors at any time prior to the closing date; provided that any such election shall not reduce the purchase price hereunder. All of the Purchased Assets shall be conveyed to Promotions at the closing of the contemplated transaction free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever (collectively "Liens"), pursuant to Title 11, Section 363(f).

Notwithstanding any other provision of this Agreement, Promotions acknowledges that: (i) the rights of Van Breemen Insurance Agency, Inc. and Crafts Plus +, Inc. identified in the Approved Order continue as set forth in said Order; and (ii) If all the Franchise Agreements of Debtors are not rejected, then the franchisees under such nonrejected franchise agreements, if any will have the right to continue utilizing certain of the "Ben Franklin®" marks in accordance with and for the purposes set forth in such Franchise Agreements until the then scheduled expiration date thereof (collectively the "Non-Rejected Franchise Agreements"). Debtors shall terminate each Non-Rejected Franchise Agreement as of the date upon which such Non-Rejected Franchise Agreement currently is scheduled to expire, and shall take such actions in accordance with such Non-Rejected Franchise Agreements and under appropriate state franchise laws required to cause such termination.

2. No Liabilities to be Assumed. Promotions does not assume any of the liabilities or obligations of any of the Debtors.

3. Purchase Price. The Purchase Price for the Purchased Assets shall be Three Million Three Hundred Thousand Dollars (\$3,300,000), payable in cash on the closing date.

4. Operations Pending Closing. The Debtors' business and operations will be conducted in the usual and ordinary course in accordance with good business practices between the date of this Agreement and the closing date, taking into account the Debtors' status as a Chapter 11 debtor in possession and any sales approved by the Bankruptcy Court in the Bankruptcy Proceeding, which are not inconsistent with this Agreement.

5. Corporate Inspection and Access. Promotions and its representatives, advisors and consultants will have reasonable access to Dave Larson and Rich Krubeck, so long as they are employed by any Debtor, during normal business hours and all information relating to the Purchased Assets, the operation thereof, and financial, legal, accounting, tax and other matters relating to the Purchased Assets, until such times as all the Purchased Assets are delivered to Promotions.

6. Warranties and Related Obligations

(a) Warranties. Debtors jointly and severally represent and warrant to Promotions that: (i) they respectively have sole title to and the authority to sell the Purchased Assets delivered to Promotions free and clear of any Liens and that through this instrument and pursuant to Section 363 of the Bankruptcy Code, Promotions is obtaining, good, clean, complete and marketable title to the Purchased Assets, free of all such Liens; (ii) other than issues which may arise relating to the Bankruptcy Proceeding, to the Debtors' best knowledge there are no actions, proceedings or investigations pending which concern the Purchased Assets delivered to Promotions or set forth on the Schedules to this Agreement; (iii) to the Debtors' best knowledge the Purchased Assets set forth on the Schedules to this Agreement do not infringe upon or otherwise violate any intellectual or industrial property right (including but not limited to patent, copyright, trademark, service mark, trade name, service name or rights of authorship) of any individual or entity; and (iv) Debtors have delivered and will continue to deliver to Promotions accurate and complete lists, to the extent available, of all Purchased Assets and all registrations or evidences of title related thereto, provided, however, that if such list proves to be inaccurate, Debtors' sole obligation shall be to render such list accurate and to deliver all associated information and documentation to Promotions within ten (10) days.

(b) Conditions. As a condition to Promotions' obligations under this Agreement, Debtors shall use their respective best efforts to (i) receive all third-party and governmental approvals and consents necessary to enter into and fully perform under this Agreement; (ii) (this subclause was intentionally deleted); (iii) take and continue to take all actions necessary or reasonably deemed by Promotions to be necessary to cause the Bankruptcy Court to enter on the docket an order pursuant to Section 363 of the Bankruptcy Code (the "Approval Order"), in form and substance satisfactory to Promotions, authorizing and directing the Debtors to consummate the transactions contemplated hereby (including, without limitation, Promotions' purchase of the Purchased Assets free and clear of any Liens and confirming that Promotions constitutes a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code); (iv) use their respective best efforts to take and will continue to take all actions necessary or reasonably deemed by Promotions to be necessary to have the Approval Order entered on the Docket on or before April 22, 1997; and (v) use their respective best efforts to take and continue to take all actions necessary

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or reasonably deemed appropriate by Promotions to be necessary, except for the payment of money or transfer of property, to obtain an order from the Bankruptcy Court in the Bankruptcy Proceeding authorizing the Debtors' to reject all the Debtors' franchise agreements which have not previously been terminated or rejected and to cause such order to be entered on the docket on or before April 30, 1997 ("Rejection Order"). If the Rejection Order is appealed, Debtors best efforts shall include defending the appeal and Promotions agrees to reimburse Debtors' counsel for those efforts to the extent of \$5,000. After Debtors' counsel has expended \$15,000.00 of legal time utilizing its best efforts in any such appeal, Debtors may discontinue utilizing such efforts to pursue such appeal, until a new fee accommodation is reached between Debtors and Promotions. All of Debtors' franchise agreements, whether or not rejected, are identified on attached and incorporated Schedule 6(b). The failure to obtain a final order authorizing the rejection of all franchise agreements shall not be a basis for rejection by Promotions of the sale and purchase contemplated by this Agreement.

(c) Survival. The representations, warranties, covenants and obligations set forth in Sections 6 and 7 of this Agreement will survive the closing of this Agreement.

7. Duty of Assistance. Debtors, at Promotions' sole cost, will execute all documents or instruments, on reasonable demand, which Promotions deems reasonably necessary or expedient to transfer the Purchased Assets to Promotions, to evidence such transfer or to effect a registration in the name of Promotions of any rights (copyright, trademark, service mark, trade name, service name or other industrial or intellectual property right of any type) in or to any of the Purchased Assets with any governmental authority anywhere throughout the world, including but not limited to executing those instruments identified on attached and incorporated Schedule C.

8. Earnest Money Deposit. The \$500,000 earnest money deposit delivered by Promotions to the Debtors in connection with this Agreement (and any additional earnest money delivered by Promotions to the Debtors) shall be immediately refunded to Promotions if the sale to Promotions of the Purchased Assets contemplated hereby is not consummated for any reason other than Promotions' material breach of this Agreement.

9. Applicable Law. The laws of the State of Illinois (other than those which pertain to conflicts of law) shall govern the interpretation of this Agreement, irrespective of the fact that the one of the parties now is or may become a resident of a different state. Except as provided in the Approved Order, the parties shall submit all disputes which arise under this Agreement to state or federal courts located in the City of Chicago, Illinois for resolution. The parties acknowledge that the aforesaid courts shall have exclusive jurisdiction over this Agreement, and specifically waive any claims they may have which involve jurisdiction or venue, including but not limited to forum non conveniens.

10. No Assignment. Debtors shall not have the right to assign, transfer, sublicense, lease, or in any manner convey any of their rights under this Agreement.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Promotions and Debtors as well as their respective successors and assigns, to the extent permitted.

12. Complete Understanding. This Agreement constitutes the complete understanding among the parties. No alteration or modification of any of this Agreement's provisions shall be valid unless made in a written instrument which all parties sign. This Agreement supersedes any prior understandings, written agreements, or oral arrangements among the parties respecting the subject matter which this Agreement addresses.

13. Severability. If a court of competent jurisdiction rules that any one or more of this Agreement's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Agreement's other provisions, and this Agreement shall be construed as if it had never contained such invalid, illegal or unenforceable provision.

14. Specific Performance. The breach of any provision of this Agreement would cause irreparable harm to the non-breaching party. Accordingly, each party to this Agreement shall have the remedies which are available to it for the violation of any of the terms of this Agreement with regard to the Purchased Assets, including but not limited to the equitable remedy of specific performance.

PROMOTIONS UNLIMITED CORP.,
an Illinois corporation

By: _____
Its: _____

DEBTORS:

BEN FRANKLIN RETAIL STORES, INC.

By: R. J. Kimbuck
Its: S.P. V.P.

Ben Franklin Stores, Inc.

By: R. J. Kimbuck
Its: V.P.

Ben Franklin Realty Corp.

By: R. J. Kimbuck
Its: V.P.

Ben Franklin Realty Corp. II

By: R. J. Kimbuck
Its: V.P.

Ben Franklin Transportation, Inc.

By: R. J. Kimbuck
Its: V.P.

Ben Franklin Crafts, Inc.

By: R. J. Kimbuck
Its: V.P.

SCHEDULE 1

INTELLECTUAL PROPERTY ASSET ASSIGNMENT

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
Ben Franklin	715,184
Ben Franklin	549,957
Ben Franklin	1,970,256
Ben Franklin Crafts	1,590,260
Ben Franklin Crafts Design	1,649,106
BFIA	1,924,084
Little Majesty	369,901
Majesty	522,403
Motions	1,436,497
Onward	545,826
Onward Design	806,839
Ruth Barry	538,051
Star and Key Design	846,034
We Bring Variety to Life	1,101,791
Professional Crafter	SN 74/496,579
Imagine It. Then make it real.	SN 75/050,688
Cybercrafts	SN 75/141,014
BEN-FRANKLIN.COM	Domain Name

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RECORDED: 05/09/1997

TRADEMARK
REEL: 1604 FRAME: 0701

RECORDED: 06/05/2007

TRADEMARK
REEL: 003554 FRAME: 0432