

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Creative Crafts, Inc.		03/01/2007	CORPORATION: CALIFORNIA
Colorbok, Inc.		03/01/2007	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Colorbok, Inc.
<b>Street Address:</b>	2716 Baker Road
<b>City:</b>	Dexter
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48130
<b>Entity Type:</b>	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3185674	KIDS KREATIONS
Registration Number:	2669672	OLD ENGLISH VILLAGE
Registration Number:	2653129	CALIFORNIA CREATIONS
Registration Number:	2528310	TREASURED CASTINGS
Registration Number:	2794623	BACKYARD DESIGNS

**CORRESPONDENCE DATA**

Fax Number: (248)566-8523  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 248-566-8522  
 Email: lwang@honigman.com  
 Correspondent Name: Thomas J. Appledorn  
 Address Line 1: 38500 Woodward Avenue  
 Address Line 2: Suite 100  
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

**CH \$140.00 3185674**

ATTORNEY DOCKET NUMBER:	203998-105563
NAME OF SUBMITTER:	Thomas J. Appledorn
Signature:	/Thomas J. Appledorn/
Date:	09/06/2007
Total Attachments: 7 source=Assignment Agmt#page1.tif source=Assignment Agmt#page2.tif source=Assignment Agmt#page3.tif source=Assignment Agmt#page4.tif source=Assignment Agmt#page5.tif source=Assignment Agmt#page6.tif source=Assignment Agmt#page7.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is effective as of March 1, 2007 (the "**Effective Date**"), by and between Creative Crafts, Inc., a California corporation ("**Assignor**"), and Colorbök, Inc., a Michigan corporation ("**Assignee**") (hereinafter referred to collectively as the "**Parties**").

### **RECITALS**

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of August 23, 2007, among Assignor, Assignee, Robert Bowman and Jeffrey Price, Assignor desires to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis, in and to Assigned Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1. DEFINITIONS**

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

(a) "**Assigned Property**" means the Assignor's Patents, Trademarks, Copyrights, Domain Names and other Intellectual Property, and any Proprietary Products and Proprietary Information associated therewith, together with all goodwill, rights and licenses thereto and applications and registrations therefor (including any continuations, divisions, continuations-in-part, renewals, reissues and applications for any of the foregoing), in each case used in or necessary for the conduct of the Business as conducted as of the date hereof.

(b) "**Copyrights**" means any works of authorship embodied in, or expressed in, the Assets, including, without limitation, those set forth in Schedule 4.10 of the Purchase Agreement.

(c) "**Domain Names**" means the domain names of Assignor relating to the Assets and all rights and goodwill associated therewith.

(d) "**Patents**" means the patents and patent applications of Assignor or relating to the Assets, including, without limitation, those set forth in Schedule 4.10 of the Purchase Agreement, as well as any inventions whether patentable or not.

(e) "**Proprietary Business Information**" means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the Assets, that exists as of the Effective Date or that is subsequently provided by Assignor to Assignee, and that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions.

(f) **“Proprietary Information”** means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the Assigned Property that is not in the public domain or regularly disclosed by Assignee to third parties without confidentiality restrictions.

(g) **“Proprietary Products”** means any tangible property that incorporates, embodies, uses, or expresses Assigned Property including, without limitation, software (including source code and object code), software manuals, reference manuals, websites, designs, slogans, logos and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof.

(h) **“Trademarks”** means any trademarks (regardless of registration status) and all symbols, product packaging, goodwill, and related rights associated thereto, including without limitation, those set forth in Schedule 4.10 of the Purchase Agreement.

Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

## ARTICLE 2. ASSIGNMENT

(a) Effective as of the Closing, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all right, title, and interest, on a worldwide basis, to all of Assignor’s Proprietary Rights (collectively, the **“Rights”**), including, without limitation, the Assigned Property set forth below:

(1) **Proprietary Products**. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, domain names, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee’s reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(2) **Proprietary Information.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information.

(3) **Patents.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Patents to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patents, domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(4) **Trademarks.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and

any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. The Parties agree to have executed and file, if Assignee claims necessary, a confirmatory assignment with respect to the Trademarks. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

(5) **Copyrights and Domain Names.** Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Copyrights and Domain Names to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign applications and registrations therefor (where applicable); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights, including renewal rights, if any, and interests arising out of, in connection with or in relation to the Copyrights and Domain Names. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Copyrights and Domain Names.

(b) Assignee does hereby assume and agree to perform all of the obligations of Assignor under the Assigned Property which accrue from and after the Closing Date.

(c) Assignor shall indemnify and hold Assignee harmless from any liability, claim, damage or obligation under the Assigned Property which have arisen or accrued prior to the Closing Date as well as any cost or expense (including reasonable attorneys' fees) arising therefrom, all in the manner set forth in the Purchase Agreement.

### **ARTICLE 3. GENERAL**

(a) This Agreement shall be binding upon and inure to the parties hereto and their respective successors and permitted assigns.

(b) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) None of the provisions of this Agreement may be waived, changed or altered except in writing agreed to by all of the parties hereto.

(d) This Agreement and all questions arising in connection herewith shall be governed by and construed and the rights of the parties determined in accordance with the laws of the State of Michigan, without regard to any choice or conflicts of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

(e) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[signatures page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed the day and year first written above.

ASSIGNOR:

**CREATIVE CRAFTS, INC.**

By: 

Name: Robert Bowman

Title: President

ASSIGNEE:

**COLORBÖK, INC.**

By: \_\_\_\_\_

Name: Charles McGonigle

Title: President and Chief Executive Officer

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IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed the day and year first written above.

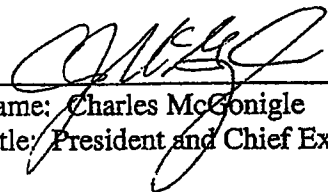
ASSIGNOR:

**CREATIVE CRAFTS, INC.**

By: \_\_\_\_\_  
Name: Robert Bowman  
Title: President

ASSIGNEE:

**COLORBÖK, INC.**

By:  \_\_\_\_\_  
Name: Charles McGonigle  
Title: President and Chief Executive Officer

DETROIT.2706041.1