

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North American Promotions, Ltd.		01/01/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Haviland China Corporation		
Street Address:	1232 West Northwest Highway		
Internal Address:	Attention: Peter Colletti		
City:	Palatine		
State/Country:	ILLINOIS		
Postal Code:	60067		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0913318	JOHANN HAVILAND BAVARIA GERMANY	
Registration Number:	2883329	SCENTS-U-KNOW	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	00624.00.0053		
NAME OF SUBMITTER:	Holly Miller		
Signature:	/Holly Miller/		

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Date:

09/10/2007

Total Attachments: 6

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ASSIGNMENT, TRANSFER AND SALE OF INTELLECTUAL PROPERTY RIGHTS

This **Assignment, Transfer and Sale of Intellectual Property Rights** (the "Assignment") effective as of January 1, 2007, is entered into by and between **Haviland China Corporation**, an Illinois corporation (hereinafter "Assignee"), and **North American Promotions, Ltd.**, an Illinois corporation (hereinafter "Assignor").

WHEREAS, Assignor is the owner of certain rights, title and interest in and to Intellectual Property (as hereinafter defined); and

WHEREAS, Assignee desires to acquire and Assignor desires to sell, transfer and assign all of its right, title and interest in and to the Intellectual Property, together with any and all goodwill that is associated therewith, to Assignee.

NOW, THEREFORE, in view of good and valuable consideration, including the mutual promises, covenants and undertakings herein set forth, the value, sufficiency and receipt of which are acknowledged by the parties, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Definition. "Intellectual Property" as used herein shall mean the intellectual property owned by Assignor of every kind everywhere in the world including, without limitation, patent rights, inventions, trademarks, service marks and trade names, software (including all predecessor, derivative and other versions), copyrights, trade secrets, ideas, know-how, confidential or business information or methods, processes, designs, concepts, techniques, discoveries, improvements or other intellectual property rights, regardless of patentability or copyrightability, including without limitation, the Intellectual Property described in Exhibit A attached hereto and incorporated herein.

2. Assignment, Transfer and Sale. Assignor hereby irrevocably assigns, transfers, sells, conveys and sets over unto Assignee all of its worldwide right, title and interest in and to the Intellectual Property, together with the goodwill, if any, of the business symbolized thereby, together with all common-law rights of Assignor including the right to bring action and recover for past damages, if any, for the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as evidenced by Assignee's execution and delivery of a promissory note to Assignor (a form of which is attached hereto as Exhibit B). Assignee hereby accepts the foregoing assignment, transfer, sale, and conveyance of the Intellectual Property.

3. Further Assurances. Assignor agrees to execute such instruments as Assignee deems necessary or desirable to vest in Assignee sole ownership and all exclusive rights, title and interest in and to the Intellectual Property and to enable Assignee to record such rights in any and all countries around the world.

4. Representation and Warranty. Assignor represents and warrants that, to the best of its knowledge, all of the works in the Intellectual Property are original and not copied, wholly or substantially, from any work or material and that no rights have been granted to others by Assignor in respect thereof.

5. Assignment. This Assignment will inure to the benefit of the successors and assigns of Assignee.

6. Governing Law. This Assignment shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to any conflicts of laws principles thereof that would require the application of the laws of any other state or jurisdiction.

7. Complete Agreement; Amendment. This Assignment constitutes all the agreements and undertakings binding upon the respective parties hereto and no prior representations or agreements, whether oral or written with respect to the Intellectual Property made by either party, its agents or representatives, will be binding upon the parties, their heirs, legal representatives and successors. This Assignment may be amended only by a written agreement signed by authorized representatives of the parties.

8. Waiver. The waiver of any right under this Assignment by either party shall not be construed as a waiver of the same right at a future time or as a waiver of any other right under this Assignment.

9. Interpretation. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of this Assignment.

10. Counterparts. This Assignment may be executed simultaneously or in counterparts (including via fax or .pdf), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the parties and/or duly authorized representatives of the parties hereto have executed this Assignment effective as of the date first set forth above.

ASSIGNEE:

HAVILAND CHINA CORPORATION

By: 

Name: Peter A. Colletti

Title: President

ASSIGNOR:

NORTH AMERICAN PROMOTIONS LTD.

By: 

Name: Peter A. Colletti

Title: President

Exhibit A – Intellectual Property

Please see the attached.

Active U.S. Trademark Registrations in the Name of North American Promotions, Ltd.

TRADEMARK	REG. NUMBER	REG. DATE	NEXT ACTION DUE	DESCRIPTION OF GOODS AND SERVICES
JOHANN HAVILAND BAVARIA GERMANY	91 3,31 8	June 8, 1971	Renewal Due: June 8, 2011	China dinnerware
SCENTS-U-KNOW	2,883,329	September 7, 2004	Declaration of Use Due: September 7, 2010	Candles

Other Intellectual Property of North American Promotions, Ltd.

1. All rights in the name "Johann Haviland China Corporation," including all common law rights in the name, together with any good will of the business symbolized by said name;
2. The exclusive right to manufacture or have manufactured dinnerware having the Pompadour shape and the excusive right to manufacture or have manufactured dinnerware using both the Blue Garland pattern and the Moss Rose pattern for resale exclusively by North American Promotions, Ltd. in North America; and
3. All Blue Garland and Moss Rose point of purchase material, tooling and color separations for such point of purchase materials, and tooling for making cartons for dinnerware using the Blue Garland and Moss Rose pattern, all of which materials were used by Johann Haviland China Corporation.

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