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
C.R. Gibson, Inc.		11/29/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Delta Acquisition, LLC
Street Address:	1845 Walnut Street
Internal Address:	Suite 800
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1489320	ALICE IN BIBLELAND
Registration Number:	2689479	ARTWORKS
Registration Number:	1411247	C.R. GIBSON
Registration Number:	1617663	C.R. GIBSON
Registration Number:	2653266	C.R. GIBSON
Registration Number:	1465395	CREATIVE PAPERS
Registration Number:	2076090	CREATIVE PAPERS
Registration Number:	1110514	CREATIVE PAPERS
Registration Number:	2807940	CREATIVE PAPERS BY C.R. GIBSON
Serial Number:	77145208	GIBSON
Registration Number:	2586039	INSPIRATIONS BY C.R. GIBSON
Registration Number:	1639746	LIBROMOUNT
Registration Number:	1971333	MARKINGS
		TRADEMARK

TRADEMARK

900103474 **REEL: 003753 FRAME: 0938**

Registration Number:	1682941	MARKINGS
Serial Number:	78960334	MOMENTS IN LIFE
Registration Number:	1375822	RANDOM MOUNT
Registration Number:	0859325	STARDUST
Registration Number:	2293048	STEPPING STONES
Registration Number:	3267893	STEPPING STONES
Registration Number:	3132089	TAPESTRY BY C.R. GIBSON
Registration Number:	2641806	TENDER TIMES
Registration Number:	2411054	TOMORROW'S TREASURES
Registration Number:	0893761	UNIMOUNT
Registration Number:	1698378	WEDDING MEMORIES
Registration Number:	2709725	WHEN MEMORIES MATTER

CORRESPONDENCE DATA

Fax Number: (973)624-7070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-622-4444

Email: wheller@mccarter.com

Correspondent Name: William J. Heller
Address Line 1: 100 Mulberry Street
Address Line 2: Four Gateway Center

Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	18094/00075 (WJH/2277)
NAME OF SUBMITTER:	William J. Heller
Signature:	/William J. Heller/
Date:	04/07/2008

Total Attachments: 7

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TRADEMARK REEL: 003753 FRAME: 0939

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 30th day of November, 2007 by C. R. Gibson, Inc., a Georgia corporation ("Assignor") in favor of Delta Acquisition, LLC, a Delaware limited liability company ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated October 31, 2007, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Trademarks;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
- 2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;
- 3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
- 4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms;

TRADEMARK
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5. This Assignment, together with the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof; and

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

C.R. GIBSON, INC.

Date: <u>Nov. 29</u>, 2007

Name: Harold M. Anderson

Title: Chairman ICEC

ACKNOWLEDGMENT

STATE OF	;		
COUNTY OF	:	: SS.	
	A		
C.R. GIBSON, INC., a C	Augustion, being dul	aly sworn, says that [s]he is the acknowledges that [s]he did sig	Mainign / Foot
instrument on behalf of C	C.R. GIBSON, INC., purs	suant to due authority.	ii sarq
Sworn to and subscribed			
before me this <u>A</u> day			
of November, 2007.	1		
Be Wal	<u> </u>		
Notary Public			
My commission expires	12/200		

(SEAL)

SCHEDULE A

TRADEMARKS

ACTIVE

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
ALICE IN BIBLELAND	Registered 8 & 15	C.R. Gibson, Inc.	Int'l Class: 16
RN:1,489,320	September 28, 1994	(Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	May 14, 1984
ARTWORKS	Registered	C. R. Gibson, Inc.	Int'l Class: 16
RN:2,689,479	February 18, 2003	(Georgia Corp.)	March, 1997
C.R. GIBSON	Renewed Principal	C.R. Gibson, Inc.	Int'l Class: 16
RN:1,411,247	Register - Sec. 2(F) 8 & 15 September 30, 2006	(Georgia Corp.) 402 Bna Drive, Building 100, Suite 600 Nashville Tennessee,37217	December, 1902
C.R. GIBSON	Renewed Principal	C.R. Gibson, Inc.	Int'l Class: 20
RN:1,617,663	Register - Sec. 2(F) 8 & 15 October 16, 2000	(Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	January, 1980
C.R. GIBSON	Registered Principal	C.R. Gibson, Inc.	Int'l Class: 35
RN:2,653,266	Register - Sec. 2(F) November 26, 2002	(Georgia Corp.) 3101 Clairmont Rd., Ste C Atlanta Georgia,30329	May 31, 1984
CREATIVE PAPERS	Registered 8 & 15	C.R. Gibson, Inc.	Int'l Class: 16, 21
RN:1,465,395	April 23, 1993	(Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta	March 11, 1985
Disclaimer: "PAPERS"		Georgia,30329	
CREATIVE PAPERS	Renewed 8 & 15 July 1, 2007	C.R. Gibson, Inc. (Georgia Corp.)	Int'l Class: 16 December 9, 1976
RN:2,076,090		402 Bna Drive Building 100, Ste 600 Nashville	
Disclaimer: "PAPERS"		Tennessee,37217	

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
CREATIVE PAPERS	Renewed 8 & 15	C.R. Gibson, Inc.	Int'l Class: 16
AND DESIGN	January 2, 1999	(Georgia Corp.) 3101 Clairmont Rd. Ste.	December 9, 1976
RN:1,110,514		C Atlanta Georgia,30329	
Disclaimer:			
NO CLAIM IS MADE TO THE EXCLUSIVE			
RIGHT TO USE			
"PAPERS," APART			
FROM THE MARK AS			
SHOWN.			
CREATIVE PAPERS BY	Registered	C. R. Gibson, Inc.	Int'l Class: 21
C.R. GIBSON AND	January 27, 2004	(Georgia Corp.)	January 15, 1981
DESIGN			Int'l Class: 16
Creative Papers BY C.R.GIBSON			May 1, 1983
RN:2,807,940			
Disclaimer:			
"PAPERS"			
GIBSON	Pending - Non-Final	C.R. Gibson, Inc.	
GIBSON	Action Mailed	(Georgia Corp.) 402 Bna Drive,	
	July 17, 2007	Building 100, Suite 600	
1		Nashville	
SN:77-145208		Tennessee,37217	
INSPIRATIONS BY C.R.		Crg Acquisition Corp.	Int'l Class: 4
GIBSON	June 25, 2002	(Georgia Corp.)	January, 2000
777.0.505.000		506 Nelson Place	
RN:2,586,039		Nashville Tennessee,37214	
LIBROMOUNT	Renewed 8 & 15	C.R. Gibson, Inc.	Int'l Class: 16
LIDIOMONI	April 2, 2001	(Georgia Corp.)	1974
RN:1,639,746		3101 Clairmont Rd. Ste.	
		C Atlanta	
		Georgia,30329	
MARKINGS	Renewed 8 & 15	C.R. Gibson, Inc.	Int'l Class: 9, 11, 16,
	April 30, 2006	(Georgia Corp.)	20, 21
RN:1,971,333		Building 100, Suite 600	April 20, 1989
		402 Bna Drive Nashville	
		Tennessee,37217	
MARKINGS AND	Renewed 8 & 15	Crg Acquisition Corp.	Int'l Class: 16
DESIGN	April 14, 2002	(Georgia Corp.)	April 20, 1989
		506 Nelson Place	•
Markings)		Nashville	
		Tennessee,372143616	
RN:1,682,941			

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
MOMENTS IN LIFE MOMENTS IN LIFE	Pending - Non-Final Action Mailed May 28, 2007	C.R. Gibson, Inc. (Georgia Corp.) Suite 600 404 Bna Building Nashville	Int'l Class: 16 February 1, 2005
SN:78-960334		Tennessee,37217	
RANDOM MOUNT RN:1,375,822	Renewed 8 & 15 December 17, 2005	C. R. Gibson, Inc. (Georgia Corp.) 404 Bna Drive Building	Int'l Class: 16 July 14, 1969 In Commerce:
Disclaimer: "MOUNT"		200, Suite 600 Nashville Tennessee,37217	July 22, 1969
STARDUST RN:859,325	Renewed 8 & 15 October 29, 1988	C.R. Gibson, Inc. (Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	Int'l Class: 16 January, 1966
STEPPING STONES RN:2,293,048	Registered 8 & 15 March 6, 2006	C.R. Gibson, Inc. (Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	Int'l Class: 16, 20 January, 1996
STEPPING STONES STEPPING STONES RN:3,267,893	Registered July 24, 2007	C. R. Gibson, Inc. (Georgia Corp.) 402 Bna Drive, Bulding 100, Suite 600 Nashville Tennessee,37217	Int'l Class: 16 May 1, 1998
TAPESTRY BY C.R. GIBSON AND DESIGN Apesto CR. GIBSON RN:3,132,089	Registered August 22, 2006	C.R. Gibson, Inc. (Georgia Corp.) Suite 600 404 Bna Building Nashville Tennessee,37217	Int'l Class: 16 February 1, 2005
TENDER TIMES RN: 2,641,806	Registered October 29, 2002	Treat Entertainment, Inc. (Alabama Corporation) 202 Court Street, Florence, AL 35630	Int'l Class: 6, 16, 28 January 31, 1999
TOMORROW'S TREASURES RN:2,411,054	Registered December 5, 2000	C.R. Gibson, Inc. (Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	Int'l Class: 16 January 1, 1998
UNIMOUNT RN:893,761	Renewed 8 & 15 June 30, 2000	C.R. Gibson, Inc. (Georgia Corp.) 3101 Clairmont Rd. Ste. C Atlanta Georgia,30329	Int'l Class: 16 April, 1967 In Commerce: June 1, 1967

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
WEDDING MEMORIES	Renewed 8 & 15	Crg Acquistion Corp.	Int'l Class: 16
RN:1,698,378	June 30, 2002	(Georgia Corp.) 506 Nelson Place Nashville	January 3, 1992
Disclaimer:		Tennessee,372143616	
"WEDDING"			
WHEN MEMORIES	Registered	Fm Mergerco, Inc.	Int'l Class: 35
MATTER	April 22, 2003	(Corp.)	July, 2001
RN:2,709,725			

INACTIVE

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
A STAR IS BORN!	Cancelled - Sec. 8	C.R. Gibson, Inc.	Int'l Class: 16
	October 18, 2003	(Georgia Corp.)	June 1, 1995
SN:74-624564		3101 Clairmont Rd. Ste.	
		C Atlanta	
		Georgia,30329	
BABY EXPRESSIONS	Cancelled - Sec. 8	C.R. Gibson Company,	Int'l Class: 16, 20
	January 26, 2002	The	October 27, 1993
SN:74-455165		(Delaware Corp.)	
		32 Knight Street	
		Norwalk	
		Connecticut,068565220	
BABY MEMORIES	Cancelled - Sec. 8 8 &	C.R. Gibson, Inc.	Int'l Class: 16
	15	(Georgia Corp.)	January 3, 1992
SN:74-083499	April 5, 2003	3101 Clairmont Rd. Ste.	
		C Atlanta	
Disclaimer:		Georgia,30329	
"BABY"			•