

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|---------------------|----------|----------------|-------------------|
| The Antioch Company | | 02/28/2008 | CORPORATION: OHIO |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Trends International, LLC |
| Street Address: | 5188 West 74th Street |
| City: | Indianapolis |
| State/Country: | INDIANA |
| Postal Code: | 46268 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 1224180 | ANTIOCH |
| Registration Number: | 1548257 | ANTIOCH |
| Registration Number: | 2620592 | ANTIOCH |
| Registration Number: | 2555767 | GALLERY EDITION |
| Registration Number: | 2449649 | KEEPSAKE EXPRESSIONS |
| Registration Number: | 2828920 | NATURALS |
| Registration Number: | 2312663 | PLACEKEEPER |
| Registration Number: | 1480777 | PHOTIQUE |
| Registration Number: | 2696168 | POWER POUCH |
| Registration Number: | 2624162 | REFLECTIONS OF COLOUR |
| Registration Number: | 1498632 | TAB-MARKS |

CORRESPONDENCE DATA

Fax Number: (612)632-4444

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

900106955

**TRADEMARK
 REEL: 003780 FRAME: 0253**

CH \$290.00 1224180

Phone: 612-632-3000
Email: trademark@gpmlaw.com
Correspondent Name: Lori L. Wiese-Parks
Address Line 1: P.O. Box 2906
Address Line 4: Minneapolis, MINNESOTA 55402-0906

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 82832 |
| NAME OF SUBMITTER: | Lori L. Wiese-Parks |
| Signature: | /Lori L. Wiese-Parks/ |
| Date: | 05/20/2008 |

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("IP Assignment Agreement") is made this 28th day of February, 2008 by and between by and between The Antioch Company, an Ohio corporation ("Seller"), and Trends International, LLC, a Delaware limited liability company ("Buyer"). All capitalized terms not defined in this IP Assignment Agreement shall have the meanings assigned to them in the Asset Purchase Agreement dated as of February 15, 2008 between Seller and Buyer (the "Asset Purchase Agreement").

. WHEREAS, Buyer and Seller have entered into the Asset Purchase Agreement pursuant to which Seller, subject to the terms and conditions set forth in the Asset Purchase Agreement, agreed to sell the Purchased Assets to Buyer;

WHEREAS, Seller desires to assign, and Buyer desires to accept the assignment of, the Intellectual Property of Seller pursuant to the Asset Purchase Agreement.

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

1. Assignment and Assumption. Seller hereby sells, assigns and transfers all of Seller's right, title and interest in and to the Intellectual Property listed on Exhibit A hereto (the "Intellectual Property") and the Buyer hereby accepts the Intellectual Property. From time to time after the date hereof, each party will execute and deliver such instruments and documents as may be reasonably requested by the other party or parties in order to carry out the purpose of this IP Assignment Agreement.

3. Relationship to the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference, and will not be superseded by this IP Assignment Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Asset Purchase Agreement and this IP Assignment Agreement, the Asset Purchase Agreement will control.

4. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

The parties have executed and delivered this IP Assignment Agreement as of the date first set forth above.

SELLER:

THE ANTIOCH COMPANY

By: Lee M. Morgan
CHAIRPERSON
Title: LEE M. MORGAN

State of OHIO)
) ss:
County of GREENE)

On this 28th day of FEBRUARY, 2008, before me, LAURIE B. BRYANT, personally appeared LEE M. MORGAN, CHAIRPERSON of THE ANTIOCH CO., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Laurie B. Bryant
Notary Public

Laurie B Bryant
Notary Public - State of Ohio
Expires Aug 13, 2012

BUYER:

TRENDS INTERNATIONAL, LLC

By: Phil St. Jean
Title: Pres CEO

State of OHIO)
) ss:
County of GREENE)

On this 28th day of FEBRUARY, 2008, before me, LAURIE B. BRYANT, personally appeared PHIL ST. JEAN, PRESIDENT of TRENDS INTL., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Laurie B. Bryant
Notary Public

Laurie B Bryant
Notary Public - State of Ohio
Expires Aug 13, 2012 2

SCHEDULE A

| <u>Service Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------------------|------------------------|-------------------------|
| ANTIOCH | 1,224,180 | 1/18/83 |
| ANTIOCH | 1,548,257 | 7/18/89 |
| ANTIOCH | 2,620,592 | 9/17/02 |
| GALLERY EDITION | 2,555,767 | 4/02/02 |
| KEEPSAKE EXPRESSION | 2,449,649 | 5/08/01 |
| NATURALS | 2,828,920 | 4/06/04 |
| PLACEKEEPER | 2,312,663 | 1/25/00 |
| PHOTIQUE | 1,480,777 | 3/15/88 |
| POWER POUCH | 2,696,168 | 3/11/03 |
| REFLECTIONS OF COLOUR | 2,624,162 | 9/24/02 |
| TAB-MARKS | 1,498,632 | 8/02/88 |

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