

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
PNC Bank, Nation Association, Holder of Security Interest		06/03/2009	National Association:
RECEIVING PARTY DATA			
Name:	Rhode Island Novelty, Inc.		
Street Address:	5 Industrial Road		
City:	Cumberland		
State/Country:	RHODE ISLAND		
Postal Code:	02864		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3243130	GIFTS.COM	
Serial Number:	77683612	PERSONAL TOUCH	
Registration Number:	3290175	GIFTS.COM	
CORRESPONDENCE DATA			
Fax Number:	(303)572-6540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-572-6500		
Email:	strongg@gtlaw.com		
Correspondent Name:	Gayle L. Strong		
Address Line 1:	1200 17th Street, Suite 2400		
Address Line 2:	Greenberg Traurig LLP		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	087007.010100		
NAME OF SUBMITTER:	Gayle L. Strong		

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REEL: 004006 FRAME: 0252

Signature:	/Gayle L. Strong/
Date:	06/16/2009
Total Attachments: 10 source=3 Assignment#page1.tif source=3 Assignment#page2.tif source=3 Assignment#page3.tif source=3 Assignment#page4.tif source=3 Assignment#page5.tif source=3 Assignment#page6.tif source=3 Assignment#page7.tif source=3 Assignment#page8.tif source=3 Assignment#page9.tif source=3 Assignment#page10.tif	

QUIT-CLAIM BILL OF SALE AND TRANSFER STATEMENT

PNC Bank, National Association (the "**Secured Party**"), located at 200 S. Wacker Drive, Suite 600, Chicago, Illinois 60606 (Attn: Sherry Winick), in its capacity as holder of a security interest in certain assets of Giftco, Inc., G2, Inc. and New Design, Inc., each an Illinois corporation (collectively, the "**Debtor**") made a series of loans (collectively, the "**Loan**") to Debtor, whose mailing address is 700 Woodlands Parkway, Vernon Hills, Illinois 60061 and c/o Patrick Cavanaugh, Assignee, 140 S. Dearborn, Suite 420, Chicago, Illinois 60603, as evidenced by a number documents executed in connection with the Loan and amendments thereto, are collectively referred to herein as the "**Loan Documents**". Pursuant to the Loan Documents, the Secured Party holds a perfected first priority security interest in and to substantially all of the Debtor's assets (the "**Collateral**") as reflected on the attached **Exhibit 1**.

The Debtor has defaulted in its obligations owed to the Secured Party in connection with the Loan, and the Secured Party has exercised its post-default remedies with respect to the Collateral. Specifically, on or about May 22, 2009, the Secured Party served a Notice of Public Sale, on or about May 24, 2009, the Secured Party published a Notice of Public Sale in the Chicago Tribune, and on or about June 3, 2009, it conducted a public sale of the Collateral. Rhode Island Novelty, Inc. (the "**Transferee**"), located at 5 Industrial Road, Cumberland, RI 02864, was the highest bidder at the Public Sale and has paid the purchase price to the Secured Party. As a result of the Secured Party exercising its post-default remedies with respect to the Collateral under the Loan Documents, all of the Debtor's rights in the Collateral have been acquired by, transferred and assigned to, the Transferee.

Upon delivery of this Bill of Sale and Transfer Statement, the Transferee shall accept delivery of the Collateral at the premises of the Debtor free and clear of the Secured Party's liens and security interests and any such liens and security interests that are subordinate to the Secured Party's liens, which such delivery shall include all of the Secured Party's right, title and interest in and to all of the patents, trademarks and copyrights set forth on Exhibits A-1, A-2, A-3, A-4, and A-5 each attached hereto.

EXCEPT AS PROVIDED IN THAT CERTAIN AGREEMENT DATED MAY 21, 2009 BY AND AMONG THE TRANSFEREE, THE SECURED PARTY AND PATRICK D. CAVANAUGH OF HIGH RIDGE PARTNERS AS THE TRUSTEE UNDER THE TRUST AGREEMENT FOR THE BENEFIT OF THE CREDITORS OF THE GIFTCO COMPANIES, THE SECURED PARTY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLATERAL.

IN WITNESS WHEREOF, Secured Party has executed this Bill of Sale and Transfer Statement as of the 3rd day of June, 2009.

PNC BANK, NATIONAL ASSOCIATION


BY 
Its: VICE PRESIDENT

Exhibit 1
Collateral

All assets of the Debtor, including but not limited to, all of the Debtor's right, title and interest in and to the following described property, in which the Debtor now or hereafter acquires any interest, wherever located (all capitalized terms not otherwise defined herein to have the meanings set forth in the Illinois Uniform Commercial Code, as in effect from time to time:

- (a) all Receivables;
- (b) all Equipment;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all Investment Property;
- (f) all Real Property;
- (g) all Subsidiary Stock;
- (h) the Leasehold Interests;

(i) all of the Debtor's right, title and interest in and to (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to the Debtor from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the Loan Agreement; (v) all of the Debtor's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letter of credit rights, and money; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by the Debtor, all real and personal property of third parties in which the Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (viii) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under the Loan Agreement, or in any amendment or supplement hereto or thereto, or under any other agreement between the Secured Party and the Debtor;

(j) all of the Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by the Debtor or in which it has

an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e), (f), (g), (h) or (i) of this Paragraph; and

(k) all proceeds and products of (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

Notwithstanding the foregoing, the collateral described in this Financing Statement shall not include (i) any rights or interests in any license, contract or agreement to which the Debtor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (ii) any Equipment or other assets subject to a purchase money lien permitted under the Revolving Credit and Security Agreement among the Secured Party, the lenders named therein, and the Debtor, to the extent that the agreements governing the indebtedness secured by such liens prohibit the granting of a security interest to the Secured Party thereunder; provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the collateral described in this Financing Statement shall include all such rights and interests or Equipment or other assets, as the case may be, as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, the collateral described in this Financing Statement shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

As used herein, the following terms shall have the following meanings:

“**Customer**” shall mean and include the account the Debtor with respect to any Receivable and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

“**Equipment**” shall mean and include all of the Debtor’s goods (other than Inventory) whether now owned or hereafter acquired and wherever located including, without limitation, all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

“**General Intangibles**” shall mean and include all of the Debtor’s general intangibles, whether now owned or hereafter acquired including, without limitation, all payment intangibles, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures,

trademarks, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and data, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to the Debtor to secure payment of any of the Receivables by a Customer (other than to the extent covered by Receivables) all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" shall mean and include all of the Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in the Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Investment Property" shall mean and include all of the Debtor's now owned or hereafter acquired securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts.

"Leasehold Interests" shall mean all of the Debtor's right, title and interest in and to the premises located at 700 Woodlands Parkway, Vernon Hills, Illinois.

"Loan Agreement" shall mean that certain Revolving Credit and Security Agreement, among the Debtor, the Secured Party and the financial institutions which are from time to time a party thereto, as from time to time amended or restated.

"Real Property" shall mean all of the Debtor's right, title and interest in and to its owned and leased premises.

"Receivables" shall mean and include all of the Debtor's accounts, contract rights, instruments (including those evidencing indebtedness owed to the Debtor by its affiliates), documents, chattel paper (including electronic chattel paper), general intangibles relating to accounts, drafts and acceptances, credit card receivables, and all other forms of obligations owing to the Debtor arising out of or in connection with the sale or lease of Inventory or the rendition of services, all supporting obligations, guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party under the Loan Agreement.

"Subsidiary Stock" shall mean all of the issued and outstanding shares of stock owned by the Debtor of New Design, Inc., an Illinois corporation, and G2, Inc., an Illinois corporation

Excluding, however, the Debtor's right, title and interest in and to all of the following (a) the Debtor's organizational documents, (b) the Debtor's tax records, (c) money, cash and cash equivalents, (d) Investment Property, (e) all rights in connection with deposits and prepaid expenses, (f) all lock boxes relating to the conduct of the Business, (g) all tax refunds, (h) all

claims or causes of action, (i) any contracts, leases, subleases and agreements relating to the Business that are not set forth on Schedule 1(g), (j) Receivables, (k) life insurance policies and associated cash surrender values, (m) Leasehold Interests, (n) Real Property (o) deferred income tax assets, and (p) loan fees (collectively, the "Excluded Assets").

GIFTCO, INC. TRADEMARK LIST