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TO:KRISTINA M. KALAN COMPANY:370 SEVENTEENTH STREET, SUITE 4800

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.106/24/2010  
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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
Swoozie's, Inc.		06/24/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Swoozie's 2 LLC		
Street Address:	299 Milwaukee Street		
Internal Address:	Suite 500		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY / COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2651394	SWOOZIE'S	
CORRESPONDENCE DATA			
Fax Number:	(303)629-7810		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-825-0800		
Email:	IntellectualProperty@bw-legal.com		
Correspondent Name:	Kristina M. Kalan		
Address Line 1:	370 Seventeenth Street, Suite 4800		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	14362.554		
NAME OF SUBMITTER:	Kristina M. Kalan		
Signature:	/kristinamkalan/		
Date:	06/24/2010		

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Total Attachments: 8

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### ASSIGNMENT OF INTELLECTUAL PROPERTY

**SWOOZIE'S, INC.**, a Delaware corporation with an address of 80 West Wieuca Rd, NE, Suite 302, Atlanta, Georgia 30342 (the "Assignor") is executing this Assignment of Intellectual Property (the "Assignment") in favor of and **SWOOZIE'S 2 LLC**, a Colorado limited liability company with an address of 299 Milwaukee Street, Suite 500, Denver, CO 80206 (the "Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Gart Capital Partners, LLC entered into that certain Asset Purchase Agreement dated May 17, 2010 (the "Agreement"), which Agreement was assigned by Gart Capital Partners, LLC to Assignee on June 2, 2010. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Section 1.01(a) and Section 7.01 of the Agreement, Assignor and Assignee hereby execute this Assignment.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of its interest therein, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all Intellectual Property, defined in Section 1.01(a) of the Agreement including, but not limited to, the items identified on Schedule 1.01(a) of the Agreement and Exhibit A attached hereto and incorporated herein by this reference, including, with respect to the United States Trademark Registration No. 2,651,394 (the "Trademark") Assignee's right to apply for and register the Trademark, in the United States of America and all foreign jurisdictions, together with the goodwill with which the Trademark is used and symbolized by the Trademark, all common law and statutory rights related to the Trademark, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof, reserving nothing to Assignor.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement.

Assignor shall, upon request by Assignee, cooperate with Assignee, and execute, acknowledge and deliver any additional documents as may be reasonably requested by Assignee in order to more effectively sell, transfer, convey and assign to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property, and the applications and registrations therefor.

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs

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and expenses (including, without limitation, all court costs and reasonable attorney fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware.

IN WITNESS WHEREOF, Assignor has executed this Assignment and Assignee has acknowledged this Assignment as of the 11<sup>th</sup> day of June, 2010.

**Assignor:**

Swoozie's, Inc., a Delaware corporation



By: Kelly Plank-Dworkin  
Title: Chief Executive Officer

(Assignees' Acknowledgement)

**ASSIGNEE:**

Swoozie's 2 LLC, a Colorado limited liability company

By: Thomas Gart  
Title: Manager

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By: Kelly Plank-Dworkin  
Title: Chief Executive Officer

(Assignees' Acknowledgement)

**ASSIGNEE:**  
Swoozie's 2 LLC, a Colorado limited liability company

  
\_\_\_\_\_  
By: Thomas Gart  
Title: Manager

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**EXHIBIT A****Summary of Intellectual Property, Licenses, Trademarks, Copyrights, Domain Names, Customer Lists and Other Miscellaneous Assets****1. Swoozie's Trademark**

Status	Word Mark	Goods and Services	Mark Drawing Code	Serial Number	Filing Date	Registration Number	Registration Date
REGISTERED (LIVE)	SWOOZIE'S (Type) Device	ICDIA. US 300 100. 0 & 3: retail store services in the field of printed invitations, announcements, stationery and gift tags. FIRST USE 2008/01/01. FIRST USE IN COMMERCE 2008/02/01. ICDIA. US 300 100. 0 & 3: printing services, namely, printing of invitations, announcements and stationery. FIRST USE 2008/01/01. FIRST USE IN COMMERCE 2008/02/01.	(S) TYPED DRAWING	75262075	6/29/2009	3881384	11/13/2009

Owner	Type of Mark	Affidavit Text	Abandonment Date
(REGISTRANT) SWOOZIE'S LLC CORPORATION GEORGIA 4285 Roswell Road, Suite 10 Atlanta GEORGIA 30342 (LAST LISTED OWNER) SWOOZIE'S, INC. CORPORATION DELAWARE 80 West Wieuca Road Suite 302 Atlanta GEORGIA 30342	SERVICE MARK	SECT 15. SECT 8 (6-YR).	

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## 2. Copyrights:

## a. Visual Material:

Type of Work:	Visual Material
Registration Number / Date:	VAU000973323 / 2008-10-04
Application Title:	Swoozie's Logo Project.
Title:	Swoozie's Logo Project.
Description:	Electronic file (eService)
Copyright Claimant:	Kathy Hule. Address: 300 East 34th Street, Apt. 14B, New York, NY, 10016, United States.
Date of Creation:	2000
Authorship on Application:	Kathy Hule; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.
Copyright Note:	C.O. correspondence.
Names:	Hule, Kathy

i.

## b. Recorded Document:

Type of Work:	Recorded Document
Document Number:	V3578D604
Date of Recordation:	5/29/2009
Entire Copyright Document:	V3578 D604 P1
Date of Execution:	13-May-09
Registration Number Not Verified:	VAU 973-323.
Title:	Swoozie's logo project. VAU 973-323.
Notes:	Copyright assignment.
Party 1:	Kathy Hule.
Party 2:	Swoozie's, Inc.
Names:	Hule, Kathy
	Swoozie's, Inc.

i.

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## 3. Domain Names:

Domain Name	Account No.	Expiration Date	WHOIS Administrative Contact	WHOIS Technical Contact	Account Holder
a. swoozies.com	1558563	11/16/2014	Kelly Plank-Dworkin	Kelly Plank-Dworkin	Swoozie's Inc.

## 4. Customer Lists:

LIST TYPE	NO OF NAMES OPTED IN
a. MAILING ADDRESS DATABASE	235,604
E-MAIL ADDRESS DATABASE	102,834

## 5. Website Platform:

WEBSITE PLATFORM

- The Swoozies Web Site that is located at [www.swoozies.com](http://www.swoozies.com) is built using Microsoft ASP (Active Server Pages).
- The web site is hosted on twin Dell 1950 servers in a secure facility ([www.teklinks.com](http://www.teklinks.com)) with multiple levels of redundancy maintaining a 99.9% uptime.
- The E-commerce Catalog system and Content Management system used on the site is custom designed for Swoozies by Infomedia and contains over 20,000 lines of codes and commands which took over 700 man-hours to create. (Over 4000 lines of code for front of web site plus over 15,000 lines of code in the Admin)
- The database is built using Microsoft SQL Enterprise and is stored on a cluster of servers and hard drives known as a SAN which allows us to spread the work load over several servers and also have redundancy.
- The web site and data consume approximately 2 GB of storage and bandwidth (unlimited)
- All data is backed up to multiple locations daily
- Order data is behind a Verisign Secure Certificate and site is PCI compliant
- Site also contains a custom Integration with Crane Company
- There are currently 8,746 products along with 95,437 product attributes in addition to the Crane offerings.
- Total value of products on line = \$173,866
- a. • Since 08/07 the site has successfully handled 40,407 orders totaling \$2,548,546.

## 6. Miscellaneous Assets:

- a. Facebook Account – Under username "Swoozie's"
- b. Twitter Account – Under username "SwooziesInc"

## 7. Licenses

- a. Quark 5.0
  - i. 1649817149F8VFJTF794881883QG0F5



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## b. PhotoShop 7.0

i. 1045-1209-7278-6321-8830-0493

## c. Microsoft Office 2007 Standard

i. KHUV8-6XMD8-YK6P9-WKQX2-HPJ7Y

## d. Microsoft Office 2003 Standard

i. PWKV9-3HGTX-6WVMW-GKJ2H-BQ733

## e. Symantec Endpoint Protection

i. Symantec Licensing Site Web Address = <https://licensing.symantec.com>

## f. Microsoft Volume Licensing Center Summary:

## i. Microsoft Volume Licensing Program

Product Pool ▲	License Product Family ▶	License Version	Effective Quantity	Unresolved Quantity
Applications	Office Small Business	2007	4	0
Applications	Office Standard	2007	28	0
Servers	SQL - User CAL	2008	5	0
Servers	SQL Server - Standard	2008	1	0
Servers	Windows Server - Standard	2008	2	0
Servers	Windows Server - User CAL	2008	50	0

## g. Retail Pro:

i. Current Retail Pro Version: 8.52.400.382

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**Retail Pro Licensing**

IC	System Name	Company	Ver	Phone
8000	Swodes	Swodes	8.52	814-253-7870

**Current Licenses**

IC	License	Qty	Price	Value
8	Accounting Link	1		
8	MERCHANT		45	101
8	RBA - Merchant Edition	1		
8	Printer Services	1		
8	PPM v8	24		
8	OTS - Gift Receipts	1		
8	PL-Sm Business Planning 3 Users	1		
8	PL-Sm Bus Add on Product Line Plan 2 User	1		
8	PC Change List (MS) (File serial #)	20		

h. Great Plains accounting system

i. Account Number: 5363451

**Microsoft Dynamics GP Business Ready**

Module Description	Version	User Count
Additional BRL Business Essentials Users	10	5
BRL Business Essentials Foundation Pack	10	1
Electronic Banking Suite	10	0
English	10	0
Integration Manager - Financials	10	0
Payroll Connect	10	0
Smartlist Builder	10	0