

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
CGS Acquisition, LLC			05/08/2009
		Entity Type	
		LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY DATA			
Name:		Merchandise Mart Properties, Inc.	
Street Address:		222 Merchandise Mart Plaza	
Internal Address:		Suite 470	
City:		Chicago	
State/Country:		ILLINOIS	
Postal Code:		60654	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2964062	CALIFORNIA GIFT SHOW	
Registration Number:	2920183	LOS ANGELES GIFT & HOME MARKET	
CORRESPONDENCE DATA			
Fax Number:		(415)591-1400	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		312-558-5600	
Email:		trademarksSF@winston.com	
Correspondent Name:		Liisa M. Thomas c/o Winston & Strawn LLP	
Address Line 1:		35 W. Wacker Drive	
Address Line 4:		Chicago, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:		009743.00001	
NAME OF SUBMITTER:		Sandra L. Owen	
Signature:		/Sandra L. Owen/	

CH \$65.00 2964062

Date:

07/14/2010

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is effective as of May 8, 2009 (the "Effective Date"), by and among CGS ACQUISITION, LLC, a Delaware limited liability company, dmg WORLD MEDIA (USA), Inc. a Delaware corporation, and George Little Management, Inc. (collectively, "Assignor"), and MERCHANDISE MART PROPERTIES, INC, a Delaware corporation ("Assignee"), and is executed pursuant to the Asset Purchase Agreement dated April 23, 2009 (the "Purchase Agreement").

In consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.
2. Assignor represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to all Intellectual Property used in connection with the Show ("Purchased Intellectual Property"), including, but not limited to, the intellectual property listed in Schedule A, and that all such assets are valid, subsisting, and in full force and effect.
3. Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to all Purchased Intellectual Property, including:
 - a. its trademarks, trade names, trade dress, and logos (the "Marks") as well as all applications and registrations therefor, including those listed in Schedule A, together with the goodwill of the business in connection with which the Marks are used, and including the subject matter of all claims which may be obtained therefrom, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same;
 - b. its copyrights and copyrightable works, including those listed in Schedule A;
 - c. its domain name registrations, including those listed in Schedule A; and
 - d. any patent rights it may hold, including inventions and applications embodying the same, and all continuation, divisional, and continuation-in-part applications claiming priority thereto, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions of the foregoing, and all applications for patents, utility models, inventors' certificates, and designs, or other industrial property protection, which may hereafter be filed with respect to said invention in any country or countries other than the United States.
4. Assignee is to hold all right, title and interest in and to the Purchased and Licensed Intellectual Property as fully and exclusively as it would have been held and enjoyed by

Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.

5. Assignor hereby further covenants and agrees that it will, without additional consideration, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the invention, take such further actions, make all rightful oaths and execute promptly such further documents, including for any continuing, reissue, or foreign application, all as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Purchased and Licensed Intellectual Property in Assignee or its successors, legal representatives, and assigns in all countries.

6. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Purchased and Licensed Intellectual Property, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees that it shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar, and authorizes Assignee to do the same on its behalf, in order to effectuate this assignment with respect to its domain names.

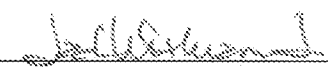
7. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto represent and warrant that they have the right to execute this agreement on behalf of the listed entities, and hereby execute this Agreement as of the date first above written.

CGS ACQUISITION, LLC

MERCHANDISE MART PROPERTIES, INC.

(for itself and on behalf of all Assignors)

By:  By: _____
Its: ~~Merchandise Mart Properties, Inc.~~ Its: _____
Date: May 10, 2009 Date: _____

SCHEDULE A

Trademark Registrations and Applications

<u>Mark</u>	<u>Registrant</u>	<u>App/Reg No.</u>
CALIFORNIA GIFT SHOW	CGS Acquisition [<i>sic</i>], LLC	U.S. Reg. No. 2,964,062
LOS ANGELES GIFT & HOME MARKET	CGS Acquisition, LLC	U.S. Reg. No. 2,920,183

Additional Trademarks

Trends Start Here
West Coast Gift Shows
Unique to LA World Style
Made by Hand
World Bazar
At Home
Boutique
Fashion Accessories
Gifts, etc.
Jewelry Cash and Carry
Resort Souvenir and License
Stationary and more
Vintage collection
World style
LA and the New style mecca
I "heart" LA
Explore, touch, connect, share dream, grow, California Gift Show
I "heart" California trends

Domain Name Registrations

<u>Domain Name</u>	<u>Owner</u>	<u>Registrar</u>
Californiagiftshow.com	George Little Management, Inc. Susan Hallifax 1133 Westchester Ave Suite N136 White Plains, NY 10604	Register.com