

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acorn Publishing Company d/b/a Milestones Products Company		07/14/2010	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milestones Products Company, LLC		
<b>Composed Of:</b>	COMPOSED OF LLC organized in IN		
<b>Street Address:</b>	15127 N.E. 24th Street		
<b>Internal Address:</b>	Suite 332		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052-5547		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2524467	MILESTONES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3172370300		
<b>Email:</b>	intead@bakerd.com, louis.perry@bakerd.com, stacy.webb@bakerd.com		
<b>Correspondent Name:</b>	Louis T. Perry		
<b>Address Line 1:</b>	300 North Meridian Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	MIDP-T0001E		
<b>NAME OF SUBMITTER:</b>	Louis T. Perry		

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**TRADEMARK**  
**REEL: 004259 FRAME: 0031**

Signature:	/Louis T. Perry/
Date:	08/11/2010
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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, on or about the date set forth below, Acorn Publishing Company d/b/a Milestones Products Company, a Washington corporation (the "Seller") and Milestones Products Company, LLC, an Indiana limited liability company (the "Purchaser") closed on a transaction contemplating the sale of certain assets pursuant to that Asset Purchase Agreement entered into as of July 12, 2010 ("Asset Purchase Agreement"), by and between those parties and pursuant thereto enter into this Assignment of Trademark Rights ("Assignment"); and

WHEREAS, the assignor is the proprietor of all right, title and interest in and to the registered trademark, "MILESTONES" under U.S. Trademark Registration No. 2524467 and any and all common law rights to the "MILESTONES" trademark for goods in the nature of keepsake arts and crafts kits and related goods; any and all other registered and common law trademarks and service marks set forth in the Asset Purchase Agreement; and the Internet domain [www.milestonesproducts.com](http://www.milestonesproducts.com) (collectively, the "Trademark"); and

WHEREAS, the Purchaser and the Seller entered into that certain Asset Purchase Agreement, the terms of which are incorporated herein; and

WHEREAS, the terms provided in this Assignment but not defined shall have the same meaning as set forth in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, assignor and assignee agree as follows: The Seller does hereby transfer and assign to the Purchaser all of the Seller's worldwide right, title and interest to and in the Trademark together with any and all ownership interest, all goodwill, and any rights to sue for all past, present, and future damages.

All representations of Seller in the Asset Purchase Agreement with respect to the Trademark are incorporated herein. Seller further agrees to provide information within Seller's knowledge or belief, and to do all other commercially reasonable actions that Purchaser or its legal representatives deem necessary or desirable and request of Seller at the cost of Purchaser in connection with obtaining or maintaining any such Trademark, or in order to perfect Purchaser's ownership of the right, title and interest conveyed by this Assignment, or in connection with this Assignment.

Seller hereby represents and warrants that it has full right to convey the entire right, title and interest in the Trademark herein assigned.

Purchaser shall be solely responsible for all actions and all costs whatsoever, including attorney's fees arising after the date of this Assignment and associated with the right, title and interest to the Trademark, except as specifically provided in the Purchase Agreement by and between the Seller and the Purchaser. Such responsibility for recording and protecting the Trademark including all actions and all costs whatsoever

associated with the continuous prosecution in the maintenance and enforcement of the assigned Trademark shall be the responsibility of the Purchaser and the Seller shall have no obligation to pay any maintenance fee which becomes due, if any, after the closing.

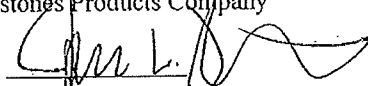
This Assignment is intended to inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. It is the intention of the parties hereto that this Assignment may be executed in an original format, by a facsimile, or other generally accepted electronic means in a number of counterparts, each of which counterparts and any copies of which may be deemed an original, and all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Seller shall not retain license or right to use the assigned Trademark.

SIGNED this 14th day of July 2010.

SELLER, Acorn Publishing Company  
d/b/a Milestones Products Company

Signature: 

By: Jason L. Williams  
(printed name)

Its: President  
(title)

ACCEPTED:

PURCHASER, Milestones Products  
Company, LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name)

Its: \_\_\_\_\_  
(title)

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The Seller shall not retain license or right to use the assigned Trademark.

SIGNED this 14th day of July 2010.

SELLER, Acorn Publishing Company  
d/b/a Milestones Products Company

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name)

Its: \_\_\_\_\_  
(title)

ACCEPTED:

PURCHASER, Milestones Products  
Company, LLC

Signature: 

By: Derek Lewis  
(printed name)

Its: Manager  
(title)

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