

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
Cardstore.com, Inc.		12/30/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Photoworks, Inc.		
Street Address:	One American Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3770053	CARDSTORE.COM	
Registration Number:	3793146	CARDSTORE.COM	
Registration Number:	3744594	CARDSTYLE	
CORRESPONDENCE DATA			
Fax Number:	(216)252-6741		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-252-7300		
Email:	paul.cardenas@amgreetings.com		
Correspondent Name:	Paul Cardenas		
Address Line 1:	One American Road		
Address Line 4:	Cleveland, OHIO 44144		
ATTORNEY DOCKET NUMBER:	AG		
NAME OF SUBMITTER:	Paul Cardenas		
Signature:	/pdc/		

CH \$90.00 3770053

Date:

01/24/2011

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

CARDSTORE.COM, INC., a California corporation with an address of 918 Parker St., Berkeley, California, 94710 ("Assignor"), pursuant to and in accordance with that certain Asset Purchase Agreement dated as of [December 31, 2010] (the "Purchase Agreement"), by and among Assignor and **PHOTOWORKS, INC.**, a Washington corporation with an address at One American Road, Cleveland, Ohio 44144 ("Assignee"), for the consideration therein stated, the adequacy and receipt of which are hereby acknowledged, does hereby sell, transfer and assign to Assignee the Intellectual Property (as defined in the Purchase Agreement), including without limitation, (i) the registrations, and applications for registration, of the registered trademarks and registered service marks specified on Schedule C-1 hereto; (ii) all rights of action arising from the Intellectual Property, including all claims for damages by reason of past, present and future infringement of the Intellectual Property and the right to sue and collect damages for such infringement; and (iii) the goodwill of the business symbolized by the Intellectual Property; all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

In the event of a conflict between the terms and provisions of this Intellectual Property Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

[signature page to follow]

**Schedule C-1
Intellectual Property**

Trademark	Country	Status Class(es)	Application Number/Date	Registration Number/Date
cardstore.com & Design	U.S.A.	Registered 16,35,39,40,42	77/682676 03-Mar-2009	3770053 06-Apr-2010
cardstore.com & Design	U.S.A.	Registered 35	77/978475 03-Mar-2009	3793146 25-May-2010
CARDSTYLE	U.S.A.	Registered 41	77/771347 30-Jun-2009	3744594 02-Feb-2010