

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Handi Quilter, Inc.		08/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 1825
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	an Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2920821	HQ SIXTEEN
Registration Number:	3270574	DESIGNED BY A QUILTER FOR QUILTERS
Registration Number:	3280864	HANDI GADGETS
Registration Number:	3321467	SIMPLY-SIXTEEN
Registration Number:	3538211	HQ PRO-STITCHER
Registration Number:	3559066	QUILTER'S HANDI LIBRARY
Registration Number:	3758969	HQ FUSION
Registration Number:	3758970	WHERE FUNCTION MEETS VISION
Serial Number:	85070041	SEE.HEAR.LEARN.QUILT!
Serial Number:	85078727	HANDI QUILTER
Serial Number:	85078736	HANDI QUILTER
Serial Number:	85078748	HANDI QUILTER
Serial Number:	85078769	HANDI QUILTER
Serial Number:	85078781	HANDI QUILTER

CH \$615.00 2920821

Serial Number:	85078790	HANDI QUILTER
Serial Number:	85078797	HANDI QUILTER
Serial Number:	85078803	HANDI QUILTER
Serial Number:	85078812	HANDI QUILTER
Serial Number:	85078815	HANDI QUILTER
Serial Number:	85078825	QUILTER'S ACADEMY
Serial Number:	85078828	QUILTER'S ACADEMY
Serial Number:	85078874	HANDI QUILTER
Serial Number:	85078884	HANDI QUILTER
Serial Number:	77846504	AVANTÉ

CORRESPONDENCE DATA

Fax Number: (435)214-3811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 435-214-3807
Email: mjones@markuswilliams.com
Correspondent Name: Melinda Jones
Address Line 1: 2720 Homestead Road, Suite 150
Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10798.520
NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	03/31/2011

Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

Date: August 31, 2010

DEBTOR: Handi Quilter, Inc.
445 North 700 West
North Salt Lake, Utah 84054
Attention: Darren Denning
Telecopy: (801) 294-3011
Confirmation: (801) 292-7988

SECURED PARTY: Fifth Third Bank
Structured Finance Group
1225 Seventeenth Street, Suite 1825
Denver, Colorado 80202
Attention: John D. Lundberg
Telecopy: (866) 359-5353
Confirmation: (303) 524-3513

Recitals

A. The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may be amended, modified, extended or cancelled from time to time, the "**Loan Agreement**") pursuant to which the Secured Party has agreed to extend to the Debtor certain credit accommodations.

B. It is a condition precedent to the obligation of the Secured Party to extend credit accommodations pursuant to the terms of the Loan Agreement that this Patent and Trademark Security Agreement (this "Agreement") be executed and delivered by the Debtor.

NOW, THEREFORE, In consideration of the credit accommodations which have been or may be extended to the Debtor and for other good and valuable consideration, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Defined Terms. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of the Debtor's right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter

due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to:

(i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing.

2. Security Interest. To secure the complete and timely payment and satisfaction of the Liabilities, the Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority.* The Debtor is a corporation, duly organized and existing in good standing and has full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary corporate action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its Organization Documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by the authorized officers of the Debtor and constitutes its lawful, binding and legally enforceable obligation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any Governmental Authority.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting. The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Patent.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting. The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor agrees to maintain the quality of any and all products in connection with which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, and while same is continuing, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor in connection with the Patents and Trademarks. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Post-Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under Section 3(i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, and while same is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Liabilities.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail to observe or perform any covenant or agreement herein binding on it within the applicable timeframe set forth herein, provided that, with respect to any such failure, Debtor shall have the benefit of the notice and cure periods set forth in Section 9.1(b) of the Loan Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default, and while same is continuing, the Secured Party may, at its option and from time to time, exercise any one or more of the following rights or remedies:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified above, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

8. No Duties Owed by Secured Party. The Debtor acknowledges and agrees that the Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. The Secured Party has not made any representations or warranties with respect to this Agreement.

9. Governing Law and Construction. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.** Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

10. Consent to Jurisdiction. **AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR COLORADO STATE COURT SITTING IN THE CITY AND COUNTY OF DENVER, COLORADO; AND THE DEBTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE DEBTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR**

CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

11. Waiver of Jury Trial. EACH OF THE DEBTOR AND THE SECURED PARTY, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. General. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All representations and warranties contained in this Agreement or in any other agreement between the Debtor and the Secured Party shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Liabilities. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

HANDI QUILTER, INC.

By: 

Name: Mark D. Hyland

Its: President

SECURED PARTY:

FIFTH THIRD BANK

By: _____

Name: John D. Lundberg

Its: Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004513 FRAME: 0697

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

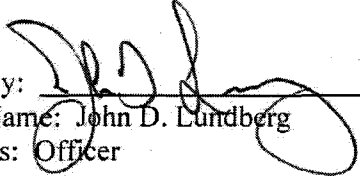
DEBTOR:

SECURED PARTY:

HANDI QUILTER, INC.

FIFTH THIRD BANK

By: _____
Name: Mark D. Hyland
Its: President

By:  _____
Name: John D. Lundberg
Its: Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004513 FRAME: 0698

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Adjustable, lightweight, collapsible quilting apparatus and methods for using same	6,615,756	09/09/2003
Adjustable, lightweight, collapsible quilting apparatus and methods for using same	6,792,884	09/21/2004

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Quilting machine embellishing device	60/927,192	05/01/2007

FOREIGN ISSUED PATENTS

NONE

FOREIGN PATENT APPLICATIONS

NONE

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HQ SIXTEEN	2,920,821	01/25/2005
DESIGNED BY A QUILTER FOR QUILTERS	3,270,574	07/24/2007
HANDI GADGETS	3,280,864	08/14/2007
SIMPLY-SIXTEEN	3,321,467	10/23/2007
HQ PRO-STITCHER	3,538,211	11/25/2008
QUILTER'S HANDI LIBRARY	3,559,066	01/06/2009
HQ FUSION	3,758,969	03/09/2010
WHERE FUNCTION MEETS VISION	3,758,970	03/09/2010

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SEE.HEAR.LEARN.QUILT!	85-070,041	06/23/2010
HANDI QUILTER	85-078,727	07/06/2010
HANDI QUILTER	85-078,736	07/06/2010
HANDI QUILTER	85-078,748	07/06/2010
HANDI QUILTER	85-078,769	07/06/2010
HANDI QUILTER	85-078,781	07/06/2010



85-078,790

07/06/2010



85-078,797

07/06/2010



85-078,803

07/06/2010



85-078,812

07/06/2010



85-078,815

07/06/2010

QUILTER'S ACADEMY

85-078,825

07/06/2010

QUILTER'S ACADEMY

85-078,828

07/06/2010

HANDI QUILTER

85-078,874

07/06/2010



85-078,884

07/06/2010

AVANTÉ

77-846,504

10/12/2009

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

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COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE