

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
CLEO DELAWARE, INC.		09/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CLEO INC.		
Street Address:	4025 Viscount Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38118		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2590702	CLEO	
Registration Number:	1530833	CLEO	
Registration Number:	2918319	NICHOLAS	
Registration Number:	2340634	REGAL FOIL	
Registration Number:	1568339	VALUE SMART	
CORRESPONDENCE DATA			
Fax Number:	(612)371-3907		
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	LINDQUIST & VENNUM PLLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	424153.0009		

CH \$140.00 2590702

900204122

**TRADEMARK
 REEL: 004638 FRAME: 0317**

NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	10/07/2011
Total Attachments: 3 source=CLEO TO CLEO TM_20111007133047#page1.tif source=CLEO TO CLEO TM_20111007133047#page2.tif source=CLEO TO CLEO TM_20111007133047#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 6th day of September, 2011 by Cleo Delaware, Inc., a Delaware corporation ("Assignor") in favor of Cleo Inc, a Tennessee corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademarks");

AND WHEREAS, Assignor has agreed to assign and does hereby assign to the Assignee all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

ASSIGNOR:

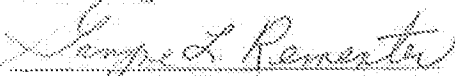
Cleo Delaware, Inc.



By: Vincent Paccapaniccia
Its: President

STATE OF Pennsylvania)
)ss:
COUNTY OF Philadelphia

On this 6th day of September, 2011, personally appeared Vincent Paccapaniccia, to me known and known to be the President of Cleo Delaware, Inc. , a Delaware corporation, and acknowledged that he executed the foregoing Assignment.


Notary Public

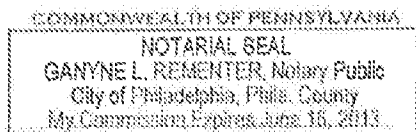


EXHIBIT A

Mark	Class / Goods	Registration #	Reg. Date	Renewal
<u>UNITED STATES</u>				
Cleo	Class 16 (gift wrap, etc.)	2590702	9-Jul-02	9-Jul-12
Cleo & Pyramid Design	Class 16 (gift wrap, etc.)	1530833	21-Mar-89	21-Mar-19
Nicholas	Class 16 (gift wrap, etc.)	2918319	18-Jan-05	18-Jan-15
Regal Poff	Class 16 (gift wrap)	2340634	11-Apr-00	11-Apr-20
Value Smart	Class 16 (gift wrap, etc.) Class 26 (ribbon and bows)	1568339	28-Nov-89	28-Nov-19
<u>CHINA</u>				
Cleo	Class 16	6596628	14-Jun-10	13-Jun-20
Cleo	Class 26	6599927	7-Jul-10	6-Jul-20