

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
Spinrite Yarns LP		12/02/2011	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Spinrite Limited Partnership
Street Address:	320 Livingstone Avenue South
City:	Listowel, Ontario
State/Country:	CANADA
Postal Code:	N4W 3H3
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3114733	BLISS
Registration Number:	1102799	CARON
Registration Number:	1140835	CARON
Registration Number:	3088138	CARON CLASSICS
Registration Number:	3124127	CHARMING
Registration Number:	2977885	COOL CORDER
Registration Number:	2977884	EMBELLISH-KNIT!
Registration Number:	1344714	HEIRLOOMS
Registration Number:	2994027	JEWEL BOX
Registration Number:	1732105	PERFECT MATCH
Registration Number:	3121297	PIAZZ
Registration Number:	2313661	SIMPLY SOFT
Registration Number:	1591524	SIMPLY SOFT
Registration Number:	2591093	ULTIMATE SWEATER MACHINE

TRADEMARK

900208593

REEL: 004671 FRAME: 0842

CH \$390.00 3114733

Registration Number:

0993116

WONDER ART

CORRESPONDENCE DATA

Fax Number: (716)819-4763

Phone: (716) 856-4000

Email: ksuzan@hodgsonruss.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kenneth D. Suzan

Address Line 1: Hodgson Russ LLP

Address Line 2: 140 Pearl Street, Suite 100

Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER:

037110.00030

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kenneth D. Suzan

Signature:

/Kenneth D. Suzan/

Date:

12/02/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of December 2, 2011 (the "Effective Date"), by and between Spinrite Yarns LP, a limited partnership organized under the laws of Manitoba with a place of business at 360 Main Street, Winnipeg, Manitoba, R3C 4G1 ("Assignor"), and Spinrite Limited Partnership, a limited partnership organized under the laws of Manitoba having its principal place of business at 320 Livingstone Avenue South, Listowel, Ontario, N4W 3H3 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks identified on Schedule A attached hereto, including all applications and registrations therefor, all common law rights therein in any jurisdiction, and all goodwill associated with and symbolized thereby (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks including without limitation all common law rights therein in any jurisdiction, and all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all right, title and interest in, to, and under the Trademarks, including without limitation: (i) all common law rights therein in any jurisdiction; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and/or to license any and all right, title and interest in and to the Trademarks; and (iv) the right to sue and collect damages for past infringement of the Trademark by any third party. This assignment is being made in compliance with Section 10 of the U.S. Trademark Act, 15 U.S.C. Section 1060.

Assignor hereby authorizes and requests the Commissioner of Trademarks to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks to Assignee, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns. Assignor further agrees to execute any additional documents as may be reasonably necessary or desirable to confirm the assignment of the Trademarks to Assignee without charge; provided, however, that any costs associated with preparing and recording such additional documents shall be borne exclusively by Assignee.

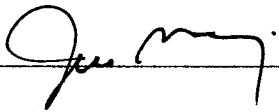
Assignor represents and warrants that it is the exclusive owner of all right, title and interest in and to the Trademarks, has no knowledge as to any liens, encumbrances, claims and assignments with respect to the Trademarks, and has the authority to assign all right, title, and interest in, to, and under the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

SPINRITE YARNS LP

By its General Partner, Spinrite GP Inc.

By:  _____

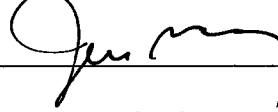
Name: Jeffrey McCuaig

Title: Chief Financial Officer & Secretary

ASSIGNEE:

SPINRITE LIMITED PARTNERSHIP

By its General Partner, Spinrite GP Inc.

By:  _____

Name: Jeffrey McCuaig

Title: Chief Financial Officer & Secretary

Schedule "A"

Intellectual Property

Trademarks

<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>Int. Class</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Canada Filing Number</u>	<u>Registered</u>
Bliss	Live	USA	23	Caron International, Inc.	3,114,733		7/11/2006
Bond	Live	Canada		Caron International, Inc.	TMA332377		9/25/1987
Bond America	Pending	Canada		Caron International, Inc.		1,156,467	
Caron	Live	USA	27	Caron International, Inc.	1,102,799		9/19/1978
Caron	Live	USA	23	Caron International, Inc.	1,140,835		10/28/1980
Caron Classics	Live	USA	26	Caron International, Inc.	3,088,138		5/2/2006
Charming	Live	USA	23	Caron International, Inc.	3,124,127		8/1/2006
Cool Corder	Live	USA		Caron International, Inc.	2,977,885		7/26/2005
Embellish-Knit	Live	USA	8	Caron International, Inc.	2,977,884		7/26/2005
Heirlooms	Live	USA		Caron International, Inc.	1,344,714		6/25/1985
Jewel Box	Live	Canada		Caron International, Inc.	TMA639373		5/9/2005
Jewel Box	Live	USA	23	Caron International, Inc.	2,994,027		9/13/2005
One Pound	Pending	Canada		Caron International, Inc.		1,516,407	
Perfect Match	Live	USA	23	Caron International, Inc.	1,732,105		11/10/1992
Pizzazz	Live	USA	23	Caron International, Inc.	3,121,297		7/25/2006
Sheep(ish)	Pending	Canada		Caron International, Inc.		1,516,409	
Simply Soft	Pending	Canada		Caron International, Inc.		1,516,451	
Simply Soft	Live	USA	23	Caron International, Inc.	2,313,661		2/1/2000
Simply Soft	Live	USA	23	Caron International, Inc.	1,591,524		4/10/1990
Stitch.Rock.Love	Pending	Canada		Caron International, Inc.		1,516,411	
Ultimate Sweater Machine	Pending	Canada		Caron International, Inc.		1,516,465	
Ultimate Sweater Machine	Live	USA	8	Caron International, Inc.	2,591,093		7/9/2002

Wonder Art	Live	USA	23	Caron International, Inc.	0,993,116	9/10/1974
Wonderart	Pending	Canada		Caron International, Inc.		1,516,453

Domain Names

	<u>Expiration Date</u>		<u>Expiration Date</u>
bond-america.com	4/7/2015	buycaron.com	8/3/2012
caron-connections.com	5/10/2016	buycaronproducts.com	8/3/2012
caron.com	3/10/2012	buycaronyarn.com	8/3/2012
crazyloop.com	7/17/2013	caroncrochetproducts.com	8/3/2012
naturally-caron.com	10/16/2015	caronknittingproducts.com	8/3/2012
naturallycaron.com	10/16/2015	crochetcaron.com	8/3/2012
shopbondamerica.com	11/12/2015	knitcaron.com	8/3/2012

U.S. Copyright

<u>Copyright Title</u>	<u>Status</u>	<u>Country</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Date of Publication</u>	<u>Registered</u>
Plastic canvas berries and bells: leaflet	Live	USA	Caron International	TX0002804248 / 1990-04-09	3/23/1990	7/11/2006
Plastic canvas berries and bells	Live	USA	Caron International, Inc.	TX 2-804-248 (1990)	3/23/1990	9/25/1987

Master UPC Codes

7 36981	0 77145
0 11332	0 35613
0 26926	

Licensed Intellectual Property

- 1) Royalty Agreement dated August 24, 2009 between Herrschners, Inc. and Caron International, Inc.
- 2) Royalty Agreement dated March 18, 2010 between Herrschners, Inc. and Caron International, Inc.
- 3) Royalty Agreement dated February 26, 2009 between Herrschners, Inc. and Caron International, Inc.
- 4) Verbal Agreement between Caron and Leisure Arts, LLC for the licensing of certain latch hook kit designs by Leisure Arts, LLC.