

**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>
MS. Productions, Inc.		11/21/2011	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Creative Crafts Group Expo, LLC		
<b>Street Address:</b>	201 East Fifth Street		
<b>Internal Address:</b>	PNC Center, Suite 2750		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3076192	IT'S SO YOU!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)248-4000		
<b>Email:</b>	tadmin@choate.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Elizabeth A. Walker		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2006701.0066		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Walker		
<b>Signature:</b>	/Elizabeth A. Walker/		

OP \$40.00 3076192

900208778

**TRADEMARK**  
**REEL: 004673 FRAME: 0177**

Date:

12/06/2011

**Total Attachments: 8**

source=MS Productions -- IP Assignment Agreement##page1.tif

source=MS Productions -- IP Assignment Agreement##page2.tif

source=MS Productions -- IP Assignment Agreement##page3.tif

source=MS Productions -- IP Assignment Agreement##page4.tif

source=MS Productions -- IP Assignment Agreement##page5.tif

source=MS Productions -- IP Assignment Agreement##page6.tif

source=MS Productions -- IP Assignment Agreement##page7.tif

source=MS Productions -- IP Assignment Agreement##page8.tif

## INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this “**Assignment**”), effective as of November 21, 2011, is made and entered into by and between MS. PRODUCTIONS, INC., an Ohio corporation (the “**Assignor**”) and CREATIVE CRAFTS GROUP EXPO, LLC, a Delaware limited liability company (the “**Assignee**”) (each a “**party**,” and collectively, the “**parties**”). Capitalized terms used but not defined herein shall have the meanings set forth in the APA (as defined below).

WHEREAS, Assignor is the owner of the Company Intellectual Property included in the Purchased Assets described in the APA (the “**Purchased Intellectual Property**”), including, without limitation, the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the “**Trademarks**”), the copyrights and copyright registrations set forth on Schedule B hereto (the “**Copyrights**”), the patents and patent applications set forth on Schedule C hereto (the “**Patents**”) and the internet domain names (including any and all goodwill symbolized thereby) and the domain name registrations therefor set forth on Schedule D hereto (the “**Domain Names**”);

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**APA**”), by and among the Assignor, Marlene Ingraham, Stanley Ingraham, Mark Ingraham and the Assignee, pursuant to which Assignee agrees to purchase such Purchased Assets as set forth in the APA from Assignor, including all of Assignor’s right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and agrees to assign, and deliver to Assignee, its successors, legal representatives and assigns, Assignor’s entire right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Trademarks, the Copyrights, the Patents and the Domain Names, together with the goodwill of the business in connection with which the Purchased Intellectual Property has been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, and any and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

2. Conflicts. Nothing contained in this Assignment shall be deemed to alter or amend the terms and provisions of the APA, and in the event of any conflict between the terms and provisions of this Assignment and the APA, the terms and provisions of the APA shall be deemed to govern and be controlling.

3. Governing Law. This Assignment, and any claim relating to this Assignment, shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).


4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNEE:

**CREATIVE CRAFTS GROUP EXPO, LLC**

By:   
Name: Stephen J. Kent  
Title: President

ASSIGNOR:

**MS. PRODUCTIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNEE:

**CREATIVE CRAFTS GROUP EXPO, LLC**

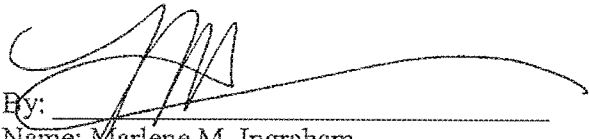
By: \_\_\_\_\_

Name: Stephen J. Kent

Title: President

ASSIGNOR:

**MS. PRODUCTIONS, INC.**

By:  \_\_\_\_\_

Name: Marlene M. Ingraham

Title: President

**SCHEDULE A**

**TRADEMARKS**

IT'S SO YOU! (Serial Number: 78561826, Registration Date: April 4, 2006)

Original Sewing & Quilt Expo Logo (unregistered)

Georgia Quilt Show Logo (unregistered)

**SCHEDULE B**

**COPYRIGHTS**

Event Brochure copyrights

Website copyrights



**SCHEDULE C**

**PATENTS**

None

**SCHEDULE D**  
**DOMAIN NAMES**

www.sewingexpo.com

www.georgiaquiltshow.com