

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
Jonathan P. Rye		09/08/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Brushstrokes Fine Art, LLC		
Street Address:	300 East Long Lake Road		
Internal Address:	Suite 180		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75911836	BRUSHSTROKES	
Serial Number:	75298892	BRUSHSTROKES	
Serial Number:	75587183	ARTSCAPES	
CORRESPONDENCE DATA			
Fax Number:	(248)258-1439		
Email:	trademark@butzel.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:	Beverly M. Bunting		
Address Line 1:	41000 Woodward Ave.		
Address Line 2:	Stoneridge West Bldg.		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	000136339-0007		
NAME OF SUBMITTER:	Beverly M. Bunting		

CH \$90.00 75911836

900209004

TRADEMARK
 REEL: 004674 FRAME: 0672

Signature:	/BeverlyM.Bunting/
Date:	12/07/2011
Total Attachments: 21 source=Brushstrokes Assignment and Assumption Agreement##page1.tif source=Brushstrokes Assignment and Assumption Agreement##page2.tif source=Brushstrokes Assignment and Assumption Agreement##page3.tif source=Brushstrokes Assignment and Assumption Agreement##page4.tif source=Brushstrokes Assignment and Assumption Agreement##page5.tif source=Brushstrokes Assignment and Assumption Agreement##page6.tif source=Brushstrokes Assignment and Assumption Agreement##page7.tif source=Brushstrokes Assignment and Assumption Agreement##page8.tif source=Brushstrokes Assignment and Assumption Agreement##page9.tif source=Brushstrokes Assignment and Assumption Agreement##page10.tif source=Brushstrokes Assignment and Assumption Agreement##page11.tif source=Brushstrokes Assignment and Assumption Agreement##page12.tif source=Brushstrokes Assignment and Assumption Agreement##page13.tif source=Brushstrokes Assignment and Assumption Agreement##page14.tif source=Brushstrokes Assignment and Assumption Agreement##page15.tif source=Brushstrokes Assignment and Assumption Agreement##page16.tif source=Brushstrokes Assignment and Assumption Agreement##page17.tif source=Brushstrokes Assignment and Assumption Agreement##page18.tif source=Brushstrokes Assignment and Assumption Agreement##page19.tif source=Brushstrokes Assignment and Assumption Agreement##page20.tif source=Brushstrokes Assignment and Assumption Agreement##page21.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made effective the 8th day of September 2011 by and among Brushstrokes Fine Art, LLC, a Michigan limited liability company (the "*Company*"), acting through its Manager, BFA Management, Inc., a Michigan corporation, the undersigned persons ("*Assignors*") and Jonathan P. Rye ("*Rye*").

WHEREAS, Assignors are former preferred shareholders of 2251263 ONTARIO, INC., an Ontario corporation ("*225*"); and

WHEREAS, Assignors, through Rye as their attorney, received from 225 the distribution of a certain note receivable (the "*225 Note*") owing to 225 from Brushstrokes Fine Art, Inc., a corporation organized under the laws of Ontario ("*Brushstrokes Canada*"); and

WHEREAS, as attorney for Assignors, Rye accepted an assignment of assets (the "*Assigned Assets*") from Ira Smith Trustee & Receiver Inc., Receiver and Manager of Brushstrokes Canada (the "*Receiver*") in Ontario Court File No. CV-11-9233-00CL in partial discharge of the outstanding indebtedness owing to the Purchasers under the 225 Note; and

WHEREAS, as a further part of the Receivership and reorganization of Brushstrokes Canada, Assignors assumed a certain liability of Brushstrokes Canada to Greenfield Commercial Credit, LLC ("*GCC*") under that certain Amended And Restated Participation Agreement dated August 30, 2011 between Brushstrokes Canada and GCC (the "*Participation Agreement*"); and

WHEREAS, the parties have entered into a certain Purchase Agreement of even date herewith pursuant to which Assignors and Rye as their attorney wish to cooperate to transfer to the Company the Assigned Assets and to assign to the Company the liability to GCC in exchange for ownership interests in the Company and the Company is agreeable to the said transfer of the Assigned Assets and to the assignment and assumption by the Company of the liability to GCC under the terms and conditions set forth herein in order to reconstitute in the United States through the Company the business conducted with the Assigned Assets by Brushstrokes Canada,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. The Assignors, as joint tenants, hereby transfer, assign, convey, grant and deliver to the Company (a) all of Assignors' right, title, benefit, privileges and interest in and to the Assigned Assets, all of which are listed on the attached Schedule A and (b) all of Assignors' burdens, obligations and liabilities in connection with, the Participation Agreement). The Company hereby accepts the assignment of the assigned Assets and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignors to be observed, performed, paid or discharged in connection with the Participation Agreement. The Company agrees to indemnify and save harmless the assignors from Assignors and their respective officers, directors, stockholders, representatives, agents and employees from and against any claims,

actions, damages, liability, costs and expenses, including reasonable attorney's fees, in connection with the Participation Agreement.

2. Further Actions. Assignors jointly covenant and agree to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets against all persons, and to take all steps reasonably necessary to establish the record of the Company's title to the Assets.

3. Power of Attorney. Without limiting Section 1, Assignors hereby constitute and appoint BFA Management, Inc., the Manager of the Company, as the true and lawful agent and attorney in fact of Assignors, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignors but on behalf and for the benefit of the Company, from time to time:

(a) to demand, receive and collect any and all of the Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignors or otherwise, any and all proceedings at law, in equity or otherwise, that the Manager or its successors and assigns may deem proper in order to collect or reduce to possession on behalf of the Company any of the Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

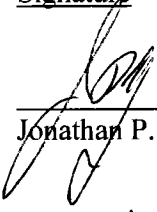
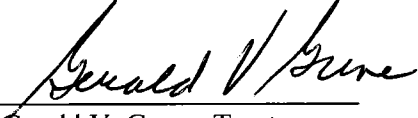
(c) to do all things legally permissible, required or reasonably deemed by the Manager to be required to recover and collect the Assets and to use Assignors' names in such manner as the Manager may reasonably deem necessary for the collection and recovery of same.

Assignors hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignors.

4. Governing Law. This assignment shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to any choice of law or conflict of laws doctrine (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

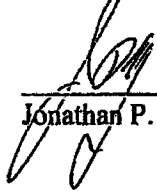

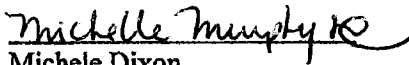
<u>Name and address</u>	<u>Signature</u>	<u>Value Assigned</u>	<u>Membership Interest</u>
Jonathan P. Rye, Trustee of the Jonathan P. Rye Trust u/a/d 5/13/92 300 E. Long Lake Road, Ste. 180 Bloomfield Hills, MI 48304	 _____ Jonathan P. Rye, Trustee	\$320,625	38.4750%
Gerald V. Greve, Trustee of the Gerald V. Greve Trust UAD 12-5- 86 5094 Newport Ct. Rochester Hills, MI 48306	 _____ Gerald V. Greve, Trustee	\$10,000	1.2000%
Arthur Weiss 30120 Westgate Farmington Hills, MI 48334	_____ Arthur Weiss	\$10,000	1.2000%
Tamara Anne Welborn 4103 Stonebridge Cr. Burlington, ON L7M 4N3	_____ Tamara Anne Welborn	\$12,500	1.5000%
Michele Dixon 5419 West River Drive Manotick, ON K4M 1G5	_____ Michele Dixon	\$12,500	1.5000%
Gordon C. Michener and Sandra Michener, as joint tenants with right of survivorship 234 Lot 6 Plan General Delivery Longford Mills, ON L0K 1L0	_____ Gordon C. Michener _____ Sandra Michener	\$6,250	0.7500%

Signature Page – Assignment and Assumption Agreement

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TRADEMARK
REEL: 004674 FRAME: 0676

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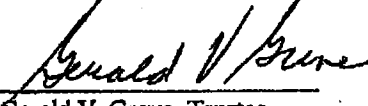

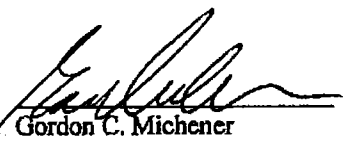
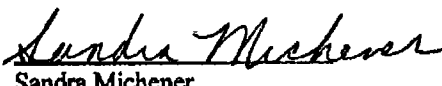
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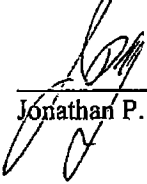
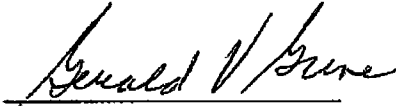
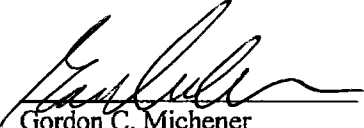

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FAIRLAWN HOLDINGS
LIMITED
439 Spadina Road, Suite 210
Toronto, ON M5P 3M6

By: Ian Fogel

\$25,000

3.000%

Its: _____

JAY LOCKWOOD CAPITAL
CORPORATION
175 Wycroft Road
Oakville, ON L6J 5A2

By: _____

\$12,500

1.5000%

Its: _____


Gregory Cochrane
22 Queen Mary's Drive
Etobicoke, ON M8X 1S2

Gregory Cochrane

\$12,500

1.5000%

Warren Hitchcock
1771 Blackpool Road, RR#1
Peterborough, ON K9I 6X2


Warren Hitchcock

\$12,500

1.5000%

VRG INVESTMENT


By: _____

\$62,625

7.875.00%


Its: _____

Jonathan P. Rye, as Attorney-in-
Fact for Assignors


Jonathan P. Rye

BRUSHSTROKES FINE ART, LLC
By: BFA Management, Inc., its Manager

By: _____


Jonathan P. Rye,

Its: Chairman

Signature Page – Assignment and Assumption Agreement

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TRADEMARK

REEL: 004674 FRAME: 0680

FAIRLAWN HOLDINGS
LIMITED
439 Spadina Road, Suite 210
Toronto, ON M5P 3M6

By: Ian Fogel
Its: _____

\$25,000 3.000%

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By: _____
Its: _____

\$12,500 1.5000%

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Gregory Cochrane

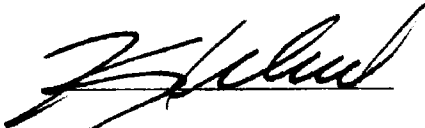
\$12,500 1.5000%

Warren Hitchcock
1771 Blackpool Road, RR#1
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Warren Hitchcock

\$12,500 1.5000%

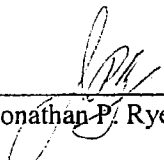
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Its: _____

Jonathan P. Rye, as Attorney-in-
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Jonathan P. Rye


BRUSHSTROKES FINE ART, LLC
By: BFA Management, Inc., its Manager

By: 
Jonathan P. Rye,
Its: Chairman

Signature Page – Assignment and Assumption Agreement

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FAIRLAWN HOLDINGS
LIMITED
439 Spadina Road, Suite 210
Toronto, ON M5P 3M6


By: ~~Jan Fogel~~ ROBERT W. SCHACTER
Its: PRESIDENT

\$25,000 3.000%

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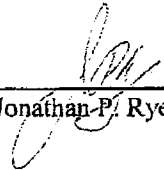
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Jonathan P. Rye


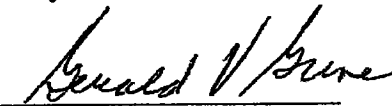
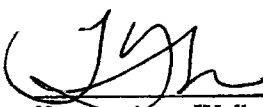
BRUSHSTROKES FINE ART, LLC
By: BFA Management, Inc., its Manager

By: 
Jonathan P. Rye,
Its: Chairman

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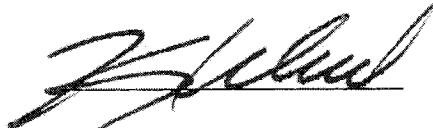
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VRG INVESTMENT

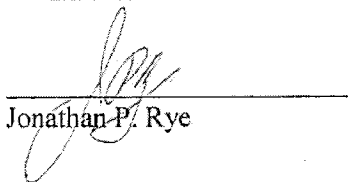


By: _____

\$62,625 7.875.00%


Its: _____

Jonathan P. Rye, as Attorney-in-
Fact for Assignors



Jonathan P. Rye

BRUSHSTROKES FINE ART, LLC
By: BFA Management, Inc., its Manager

By: 

Jonathan P. Rye,
Its: Chairman

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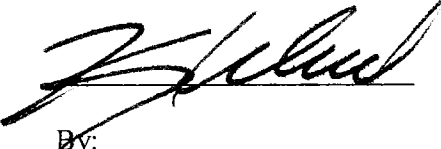
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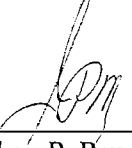
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BRUSHSTROKES FINE ART, LLC
By: BFA Management, Inc., its Manager

By: 
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Its: Chairman

Signature Page – Assignment and Assumption Agreement

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TRADEMARK
REEL: 004674 FRAME: 0685

FAIRLAWN HOLDINGS
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439 Spadina Road, Suite 210
Toronto, ON M5P 3M6

By: Ian Fogel
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Its: Chairman

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TRADEMARK
REEL: 004674 FRAME: 0686

Schedule 1.1(4) Assumed Contracts

1. All outstanding purchase orders authorized by the Receiver which as of August 1, 2011 total the amount of \$137,440.46.
2. License agreement - 5700966 Manitoba Inc. as Licensee.
3. All royalty contracts relating to the production and sale of specific images as per the information in the Receiver's Data Room used in the sales process.
4. National Leasing Group Inc. Lease # 2432568.
5. Appendix No. 4 to Purchase Agreement No. 01700017 between the Company and Ikea Wholesale Inc. represented by Ikea Supply AG;
6. Appendix No 5 to Purchase Agreement No. 04000343 and 04000352 between the Company and Ikea Supply AG;

Kid

Schedule 1.1(21) Intellectual Property

PATENT # USA	PATENT # CANADA	TITLE
5,667,747	2529511 2215828 5958470	Vacuum Formed Three-Dimensional Surface Article
5,904,962		Raised Mounting System for Artistic Work
5,958,470		Vacuum Formed Apparatus for Forming a Three Dimensional Relief Reproduction
6,444,147		Apparatus for Making Molds for Thermoforming a Three-Dimensional Relief Reproduction
6,444,148		Process and Making Molds for Thermoforming a Three-Dimensional Relief Reproduction
6,908,954	2315959	Coating Composition for Artistic Reproductions

TRADEMARK # USA	TRADEMARK # CANADA	TITLE
75911836	TMA501911	Brushstrokes
75298892	TMA584490	Brushstrokes Originals
75587183	TMA591677	Artscapes

KW

**Schedule 1.1(28) Estimated Closing Inventory and
Accounts Receivable**

Estimated Closing Inventory: \$1,375,985

Estimated Purchased Accounts Receivable: \$756,937

KW

Schedule 1.1(32) Software

See Attached

1.1(4) - 1

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Brushstrokes Application Software

Description	Qty
Adobe Creative Suite 2 Premium	3
Adobe Creative Suite 2 Standard	2
Adobe CS 2.3 Prem Mac	4
Adobe CS3 Design Standard Mac	5
Adobe CS3 Design Standard Win	5
Adobe CS4 Design Premium Mac	1
Adobe CS4 Design Standard Mac	2
Adobe CS4 Design Standard Win	1
Adobe Illustrator 9	2
Adobe Photoshop 5.5	2
Corel Painter 11	12
Corel Painter 9.5	2
Corel Painter IX.5	12
Corel Painter X	12
Covast EDI Accelerator Partner Edition	1
Covast EDI Accelerator Standard Edition	1
Extensis Suitcase 8	1
iSofterDVD Ripper Platinum	1
Microsoft Backoffice 4.5	1-45 user
Microsoft Biztalk Server 2004	1
Microsoft Mappoint 2006	1
Microsoft Office 2000 Small Business Edition	21
Microsoft Office 2000 Pro	6
Microsoft Office 2003	2
Microsoft Office 2007 Pro	6
Microsoft Office 2007 Small Business	2
Microsoft Office Mac 2004	3
Microsoft Project 2000	1
Microsoft Terminal Server	1
Microsoft Terminal Server Client Access License	8
Photoshop CS4 Mac	2
Photoshop CS4 Win	1
Quark Xpress	1
Sonicwall Global VPN Client	50 user
SQL Server 2000	1
Sunbelt iHateSpam	70 user
Sunbelt Messaging Ninja	70 user
Symantec Backup Exec 12.5	1
Symantec Endpoint Protection 11	25 user
Syspro 6.0	1 - 12 user
Syspro CRM 4.10	1 - 12 user

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Schedule 1.1(4) Assumed Contracts

1. All outstanding purchase orders authorized by the Receiver which as of August 1, 2011 total the amount of \$137,440.46.
2. License agreement - 5700966 Manitoba Inc. as Licensee.
3. All royalty contracts relating to the production and sale of specific images as per the information in the Receiver's Data Room used in the sales process.
4. National Leasing Group Inc. Lease # 2432568.
5. Appendix No. 4 to Purchase Agreement No. 01700017 between the Company and Ikea Wholesale Inc. represented by Ikea Supply AG;
6. Appendix No 5 to Purchase Agreement No. 04000343 and 04000352 between the Company and Ikea Supply AG;

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Schedule 1.1(21) Intellectual Property

PATENT # USA	PATENT # CANADA	TITLE
5,667,747	2529511 2215828 5958470	Vacuum Formed Three-Dimensional Surface Article
5,904,962		Raised Mounting System for Artistic Work
5,958,470		Vacuum Formed Apparatus for Forming a Three Dimensional Relief Reproduction
6,444,147		Apparatus for Making Molds for Thermoforming a Three-Dimensional Relief Reproduction
6,444,148		Process and Making Molds for Thermoforming a Three-Dimensional Relief Reproduction
6,908,954	2315959	Coating Composition for Artistic Reproductions

TRADEMARK # USA	TRADEMARK # CANADA	TITLE
75911836	TMA501911	Brushstrokes
75298892	TMA584490	Brushstrokes Originals
75587183	TMA591677	Artscapes

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**Schedule 1.1(28) Estimated Closing Inventory and
Accounts Receivable**

Estimated Closing Inventory: \$1,375,985

Estimated Purchased Accounts Receivable: \$756,937

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