

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
ER Marks, Inc.		01/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IC Marks, Inc.
Street Address:	3411 Silverside Road
Internal Address:	Suite 205
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2491435	IN THE KITCHEN WITH BOB
Registration Number:	2550783	IN THE KITCHEN WITH BOB
Registration Number:	3969371	IN THE KITCHEN WITH DAVID
Registration Number:	3969347	IN THE KITCHEN WITH DAVID
Registration Number:	3923120	IN THE KITCHEN
Registration Number:	3848436	IN THE KITCHEN
Registration Number:	3102415	ALDRIDGE
Registration Number:	2991074	AM TRADITION
Registration Number:	2579762	COOK'S ESSENTIALS
Registration Number:	2287592	COOK'S ESSENTIALS
Registration Number:	3588935	COOK'S ESSENTIALS
Registration Number:	3604278	
Registration Number:	3309008	CRESTIN

CH \$565.00 2491435

Registration Number:	3360563	DOWNHAM
Registration Number:	3231540	HILLSHIRE
Registration Number:	3295490	KOHAISHU
Registration Number:	3717025	PREPOLOGY
Registration Number:	2919304	RSVP
Registration Number:	2999055	TECHNIQUE
Registration Number:	3795137	TECHNIQUE FLAME
Registration Number:	3341082	TURBO CHOPPER
Registration Number:	3110721	WIMBERLY

CORRESPONDENCE DATA

Fax Number: (484)701-1021
 Phone: 484-701-6286
 Email: sean.dwyer@qvc.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Sean W. Dwyer
 Address Line 1: 1200 Wilson Drive
 Address Line 2: MC 207
 Address Line 4: West Chester, PENNSYLVANIA 19380

NAME OF SUBMITTER:	Sean W. Dwyer
Signature:	/Sean W. Dwyer/
Date:	02/06/2012

Total Attachments: 3
 source=ER Marks to IC Marks#page1.tif
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AGREEMENT TO ASSIGN TRADEMARKS

This is an Agreement made and entered into this 22nd day of January, 2012 by and between ER Marks, Inc., a Delaware corporation, doing business at Suite 205 B, Bancroft Bldg., 3411 Silverside Road, Wilmington, DE 19810 (the "Assignor") and IC Marks, Inc., a Delaware corporation, doing business at Suite 205 B, Bancroft Bldg., 3411 Silverside Road Concord Plaza Wilmington, DE 19810 (the "Assignee").

WHEREAS, Assignor represents and warrants that Assignor is the owner of all rights and interest in U.S. Trademark Registrations listed in Schedule A and all goodwill associated therewith (hereinafter the "Trademark Rights");

WHEREAS, Assignor is creating a new line of business publishing books related to show and/or product categories (i.e. kitchen and gardening) and believes that Assignee and its subsidiaries are better suited to handle these projects and work with publishers.

WHEREAS, Assignor is willing to assign the Trademark Rights to Assignee;

WHEREAS, Assignee desires to acquire from Assignor all Trademark Rights;

NOW THEREFORE, as a capital contribution to Assignee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor; and the mutual promises and covenants recited below, and intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and quitclaims to Assignee, its successors and assigns, Assignor's entire right, title, interest and ownership of every kind and nature whatsoever in and to the Trademark Rights and all associated goodwill of the business appurtenant thereto, and all claims for damages by reason of infringement of the Trademark Rights, with the exclusive rights to sue for and collect said damages with respect to the Trademark Rights and Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representative, in the United States where the Assignor owns, possess or controls the rights herein being transferred to Assignee, to the full and complete extent of any and all such Trademark Rights.

2. Assignor agrees to make, execute, acknowledge and deliver any and all proper assignments or other instruments in writing which are deemed necessary or desirable by Assignee in order either to transfer and vest in Assignee the rights granted or intended to be granted by Assignor by this Agreement, or to provide for the full enjoyment thereof by Assignee. Assignor also hereby agrees to cooperate with Assignee and its counsel in the preparation of any and all such filings at the United States Trademark Office as Assignee in its sole and absolute discretion may request, and to make, execute, acknowledge and deliver, at the request and expense of Assignee, any and all proper papers including oaths, declarations, and affidavits, to give testimony, to cooperate with Assignor and Assignor's counsel in any trademark infringement or similar actions, and to do all other lawful acts which Assignee, either itself or by its counsel, may

consider proper and necessary or desirable either to secure to Assignee the broadest exclusive rights in the subject matter of any trademark, or to maintain, defend or enforce any trademark in the United States and foreign countries covering same.

3. Assignee agrees to pay to Assignor, in consideration of the Assignment and other promises and covenants above, the aggregate sum of One Dollar (\$1.00), the sufficiency of which is hereby acknowledged by Assignor.

4. Assignor hereby agrees to defend, indemnify and hold harmless Assignee and its affiliated companies, subsidiaries, successors, assigns and licensees (hereinafter called "Indemnities") from and against any and all damages, costs, charges, legal fees, and disbursements, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature which may be obtained against, imposed upon or suffered by any of the Indemnities by reason of any breach by Assignor of any of their warranties or representations in this Agreement or any infringement or claim of infringement of trademark of any third party resulting from any use.

5. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

6. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, expressed or implied. This Agreement may not be modified except in a writing signed by both of the parties hereto.

ASSIGNEE
IC Marks, Inc.

ASSIGNOR
ER Marks, Inc.

BY: *D. Fein*

BY: *Kathy Blankley*

Print Name: Daniel Fein

Print Name: KATHY BLANKLEY

Title: President



Title: VP & ASST. TREAS

Date: 1/20/12

Date: 1/20/12

134103

Schedule A

Reg. Nos.	Kitchen Marks
2,491,435	IN THE KITCHEN WITH BOB
2,550,783	IN THE KITCHEN WITH BOB
3,969,371	IN THE KITCHEN WITH DAVID
3,969,347	IN THE KITCHEN WITH DAVID
3,923,120	IN THE KITCHEN
3,848,436	IN THE KITCHEN
3,102,415	ALDRIDGE
2,991,074	AM TRADITION
2,579,762	COOK'S ESSENTIALS
2,287,592	COOK'S ESSENTIALS
3,588,935	 cook's essentials
3,604,278	
3,309,008	CRESTIN
3,360,563	DOWNHAM
3,231,540	HILLSHIRE
3,295,490	KOHAISHU
3,717,025	PREPOLOGY
2,919,304	RSVP
2,999,055	TECHNIQUE
3,795,137	TECHNIQUE FLAME
3,341,082	TURBO CHOPPER
3,110,721	WIMBERLY