

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ER Marks, Inc.		01/20/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3342391	IN THE GARDEN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(484)701-1021		
Phone:	484-701-6286		
Email:	sean.dwyer@qvc.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:	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 (2)#page1.tif source=ER Marks to IC Marks (2)#page2.tif source=ER Marks to IC Marks (2)#page3.tif			

CH \$40.00 3342391

## AGREEMENT TO ASSIGN TRADEMARKS

This is an Agreement made and entered into this 20<sup>th</sup> 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: 

BY: 

Print Name: Daniel Feinor

Print Name: KATHY BLANKLEY

Title: President

Title: VP & ASST. TREAS.

Date: 1/20/12

Date: 1/20/12

134104

Schedule A

Reg. Nos.	Garden Mark
3,342,391	IN THE GARDEN and Design