

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
Chasing Fireflies, LLC		03/30/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	RHO Acquisition LLC		
Street Address:	1 HSN Drive		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33729		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3360642	CHASING FIREFLIES	
Registration Number:	3360643	CHASING FIREFLIES	
Registration Number:	3535068	WISHCRAFT	
Registration Number:	3435346	WISHCRAFT	
Registration Number:	3572410	WISH CERTIFICATE	
Registration Number:	3665786	WISH REGISTRY	
Serial Number:	85489922	WISHWORKS	
Serial Number:	85573760	WISHWORKS	
Serial Number:	85573794	WISHWORKS	
CORRESPONDENCE DATA			
Fax Number:	(813)229-4133		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-223-7000		

CH \$240.00 3360642

Email: trademarks@carltonfields.com
Correspondent Name: William Giltinan
Address Line 1: P.O. Box 3239
Address Line 2: Attn: IP Dept.
Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	HSN/RHO ACQUISITION
NAME OF SUBMITTER:	William Giltinan
Signature:	/William Giltinan/
Date:	04/11/2012

Total Attachments: 10

source=RHO ACQUISITION ASSIGNMENT#page1.tif
source=RHO ACQUISITION ASSIGNMENT#page2.tif
source=RHO ACQUISITION ASSIGNMENT#page3.tif
source=RHO ACQUISITION ASSIGNMENT#page4.tif
source=RHO ACQUISITION ASSIGNMENT#page5.tif
source=RHO ACQUISITION ASSIGNMENT#page6.tif
source=RHO ACQUISITION ASSIGNMENT#page7.tif
source=RHO ACQUISITION ASSIGNMENT#page8.tif
source=RHO ACQUISITION ASSIGNMENT#page9.tif
source=RHO ACQUISITION ASSIGNMENT#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of the Effective Date by and among **RHO ACQUISITION LLC**, a Delaware limited liability company (“Assignee”); **CHASING FIREFLIES, LLC**, a Washington limited liability company (“Assignor”).

WHEREAS, Assignee has agreed to purchase substantially all of the business assets of Assignor pursuant to the terms of that certain Asset Purchase Agreement of even date herewith, by and among Assignee, Assignor and Cornerstone Brands, Inc. (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is required to assign and transfer to Assignee the Seller’s Intellectual Property, as defined on Schedule A attached hereto, and all right, title and interest thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Effective Date.** This Assignment shall be effective as of the Closing Date under the Asset Purchase Agreement.

2. **Definitions.** Capitalized terms not otherwise defined herein, including without limitation the term “Intellectual Property Assets,” shall have the meanings ascribed to them in the Asset Purchase Agreement. The term “Seller’s Intellectual Property” is described in Schedule A and shall mean all Intellectual Property Assets to which Seller has or may have any rights in or to, all Intellectual Property identified on the schedules of the Asset Purchase Agreement that reference Intellectual Property (including without limitation Section 4.11 of the Disclosure Schedules), and all Intellectual Property necessary for the operation of Seller’s business as presently conducted or contemplated to be conducted.

3. **Assignment of Intellectual Property.** Assignor does hereby assign, grant, sell, transfer and deliver to Assignee all right, title, and interest Assignor has or may have in and to Seller’s Intellectual Property including without limitation any and all (i) licenses and sublicenses (implied and otherwise) granted and obtained with respect thereto, (ii) rights thereunder, (iii) rights to protection of interests therein under the laws of all jurisdictions, (iv) associated rights for past, present and future income, royalties or other payment with respect thereto, (v) associated rights to sue for any past, present or future damages in relation to any infringement or misappropriation thereof, (vi) rights to receive assignments or transfers thereof or licenses thereto, and (vii) associated goodwill. Pursuant to the Asset Purchase Agreement, that portion of Assignor's business to which the Seller’s Intellectual Property relates is being concurrently assigned to Assignee. To the extent the foregoing assignment is ineffective for any reason in connection with any item or items of Seller’s Intellectual Property, it shall remain effective as to all other items of Seller’s Intellectual Property and Assignor hereby grants to Assignee the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and

license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, perform, display, modify, create derivative works of, use, sell, transfer and otherwise exploit, protect and enforce all rights in and to such item or items of Seller's Intellectual Property for which the foregoing assignment is ineffective. In addition, Assignor hereby irrevocably and perpetually waives all rights including without limitation all patent rights, copyrights, trademark rights, mask work rights, and moral rights, not owned by, assigned to, or licensed to Assignee that Assignor has or may have in or to Seller's Intellectual Property, and hereby covenants not to bring or participate in any action against Assignee or its successor in interest for infringement or other violation of, or interference with, such rights.

4. **Further Assurances.** Whenever Assignor is requested to do so by Assignee or its successor in interest, Assignor shall cooperate with Assignee or its successor in interest in effectuating the intent of this Assignment and shall execute any and all applications, assignments, and other instruments that Assignee or its successor in interest deems necessary (i) to secure and document Assignee's or its successor in interest's rights in or to Seller's Intellectual Property or derivatives thereof, or (ii) to apply for, obtain or maintain patent, copyright, trademark or other registrations for Seller's Intellectual Property or derivatives thereof in the United States or any foreign country, or (iii) to otherwise protect by patent, trademark, copyright, or otherwise Assignee's or its successor in interest's interests in any of Seller's Intellectual Property or derivatives thereof. Assignor agrees to assist Assignee or its successor in interest, upon Assignee's or Assignee's successor in interest's reasonable request and at Assignee's or Assignee's successor in interest's expense (subject to the indemnification provisions in the Asset Purchase Agreement and its related documents which provisions shall prevail), in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any rights in or to any Intellectual Property to the extent such assistance is reasonably required to effectively defend such suits or actions. To the extent that Assignor is in possession or control of any documentation (in whatever form or medium, including electronic media), which relates to Seller's Intellectual Property, and which is not in the possession of Assignee as of the date hereof, Assignor shall transfer such documentation to Assignee promptly following the Closing.

5. **Successors and Assigns.** Assignor hereby acknowledges that the terms and provisions of this Assignment and the respective rights and obligations of Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. **Recordings.** Assignor hereby acknowledges that an executed copy of this Assignment and executed copies of subsequent assignments or documents provided pursuant to paragraph 4 (Further Assurances) above, may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

7. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties,

covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

8. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. **Governing Law**. The provisions of this Assignment shall be governed and interpreted in all respects pursuant to the substantive laws of the State of Delaware without regard to its conflict of laws principles.

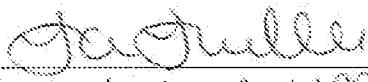
[Signatures to follow]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

SELLER:

CHASING FIREFLIES, LLC,
a Washington limited liability company

By: 
Name: LORI A MIDDLE
Title: Manager

ASSIGNEE:

BUYER:

RHO ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name:
Title: Manager

[Signature Page - Intellectual Property Assignment]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

SELLER:

CHASING FIREFLIES, LLC,
a Washington limited liability company

By: _____


Name:

Title: Manager

ASSIGNEE:

BUYER:

RHO ACQUISITION LLC,
a Delaware limited liability company

By:  _____

Name: James Pellard

Title: Manager

[Signature Page - Intellectual Property Assignment]

SCHEDULE A

Seller's Intellectual Property

All Intellectual Property Assets to which Assignor has or may have any rights in or to, all Intellectual Property identified on the schedules of the Asset Purchase Agreement that reference Intellectual Property (including without limitation Section 4.11 of the Disclosure Schedules), and all Intellectual Property necessary for the operation of Assignor's business as presently conducted or contemplated to be conducted including, without limitation, the following:

A. Registered trademarks owned by the Assignor:

Trademark	Serial Number	Registration Number
Chasing Fireflies	78784200	3,360,642
Wishcraft	77285714	3,535,068
Wish Certificate	77513899	3,572,410
Wish Registry	77513926	3,665,786
Wishworks: Intent to Use – Dec. 7, 2011	85489922	TBD

B. Domain names owned by the Assignor:

Domain Name	Expiration Date
BIRTHDAYLALLAPALOOZA.COM	10/16/2016
BIRTHDAY-LALLAPALOOZA.COM	10/16/2016
BIRTHDAYPARTYWISHES.COM	10/16/2016
BIRTHDAY-PARTY-WISHES.COM	10/16/2016
CATCH-A-WISH.COM	12/8/2013
CATCHINGWISHES.COM	12/8/2013
CELEBRATE-WISHES.COM	12/8/2014
CELEBRATION-WISHES.COM	12/8/2014
CHASING-BUTTERFLYS.COM	2/4/2017
CHASING-BUTTERFLYS.INFO	1/22/2015
CHASING-BUTTERFLYS.NET	2/4/2015
CHASING-BUTTERFLYS.ORG	1/22/2015
CHASINGDRAGONFLYS.COM	2/4/2017
CHASING-DRAGONFLYS.COM	2/4/2017
CHASING-FAIRIES.COM	2/4/2017

CHASINGFIREFLIES.BIZ	1/5/2015
CHASING-FIREFLIES.BIZ	1/31/2015
CHASING-FIREFLIES.COM	2/4/2018
CHASINGFIREFLIES.INFO	1/6/2015
CHASING-FIREFLIES.INFO	2/4/2016
CHASING-FIREFLIES.MOBI	1/22/2016
CHASING-FIREFLIES.NET	2/4/2015
CHASINGFIREFLIES.ORG	1/6/2015
CHASING-FIREFLIES.ORG	2/4/2016
CHASINGFIREFLIES.TV	1/6/2015
CHASINGFIREFLIES.US	1/5/2015
CHASING-FIREFLIES.US	2/20/2016
CHASINGFIREFLIESONLINE.COM	2/4/2015
CHASINGFIREFLY.COM	2/4/2018
CHASING-FIREFLY.COM	2/4/2017
CHASING-FIREFLYZ.COM	2/4/2017
CHASINGWISHES.COM	12/8/2014
CHASING-WISHES.COM	12/8/2014
CHASING-YOURTAIL.COM	2/4/2017
CHASING-YOUR-TAIL.COM	2/4/2017
HAPPY-1ST-BIRTHDAY.COM	2/4/2017
HAPPYFIRSTBIRTHDAY.COM	2/4/2017
IAMAWISH.COM	2/4/2019
PARTYLALLAPALOOZA.COM	10/16/2016
PARTY-LALLAPALOOZA.COM	10/16/2016
PARTY-WISHES.COM	10/16/2016
WISH-CERTIFICATE.COM	2/4/2017
WISHCRAFTCOSTUMES.COM	2/4/2019
WISHCRAFT-COSTUMES.COM	2/4/2017
WISH-CRAFT-COSTUMES.COM	2/4/2017
WISHCRAFTKIDS.COM	2/4/2019
WISH-PARTY.COM	12/8/2016
WISHWERKS.COM	12/8/2014
WISH-WERKS.COM	12/8/2014
WISHWORDS.COM	12/8/2014
WISH-WORDS.COM	12/8/2014
WISH-WORK.COM	12/8/2014

WISH-WORKS.COM	12/8/2016
WISHWORKSPARTY.COM	12/8/2014
WISHWORKS-PARTY.COM	12/8/2014
WISH-WORKS-PARTY.COM	12/8/2014
WISK-WORKS.COM	12/8/2013

C. Intellectual Property Licenses:

1. Merchandising License Agreement by and between Paramount Licensing Inc. and the Assignor, dated October 5, 2011.
2. License Agreement by and between Hoffmaster Group, Inc. and the Assignor, dated December 22, 2011.
3. Merchandise License Agreement Ref: 2010-10493 by and between The Copyrights Group Limited and the Assignor dated January 29, 2010, as amended by Addendum Ref: 2011-56909, dated February 28, 2011.
4. Agreement by and between Fournier Children's Design LLC and the Assignor, dated April 15, 2010.
5. Fully paid, undocumented license agreement by and between Seedling Kids and the Assignor, evidenced by Invoice dated January 10, 2011.
6. SiteLINK Software License and Online Store Service Agreement by and between Dydacomp Development Corp. and the Assignor, dated May 25, 2006.
7. License Deal Memo by and between Talking Tables Ltd and the Assignor, dated March 26, 2012.
8. Undocumented agreement by and between Meri Meri and the Assignor. The Assignor provides 5% of retail sales to Meri Meri for every proprietary item sold using Meri Meri artwork.
9. Work for Hire and Non-Disclosure Agreement by and between Atelier Verdigris and the Assignor, dated March 15, 2012.
10. Work for Hire and Non-Disclosure Agreement by and between Kathryn Barnard and the Assignor, dated March 25, 2012.
11. Agreement by and between Rachel Olsson Photography and the Assignor, dated March 27, 2012.
12. Commercial Photography Agreement by and between Denis Horan/D.P.Studio Inc. and the Assignor, dated as of March 29, 2012.

13. Undocumented implied license agreement by and between Barbara McLean and the Assignor.
14. Undocumented implied license agreement by and between Alhena Scott and the Assignor.
15. Assignment by and between Amy Boles and the Assignor, dated as of March 31, 2012.
16. Assignment by and between Anna Marie Carpio and the Assignor, dated as of March 31, 2012.
17. Assignment by and between Mary English and the Assignor, dated as of March 31, 2012.
18. Assignment by and between Jeff Helman and the Assignor, dated as of March 31, 2012.
19. Assignment by and between Christopher Jackling and the Assignor, dated as of March 31, 2012.
20. Assignment by and between Jessie Kwak and the Assignor, dated as of March 31, 2012.
21. Assignment by and between Rachel Lam and the Assignor, dated as of March 31, 2012.
22. Assignment by and between Maria McCrary and the Assignor, dated as of March 31, 2012.
23. Assignment by and between Christopher Moser and the Assignor, dated as of March 31, 2012.
24. Assignment by and between Babe Spurlock and the Assignor, dated as of March 31, 2012.
25. Assignment by and between Rick Trager and the Assignor, dated as of March 31, 2012.
26. Assignment by and between Virginia Walker and the Assignor, dated as of March 31, 2012.

D. Intellectual Property Assets that are not registered but that are material to the operation of the Assignor's Business:

1. "Magical Mermaid" unregistered trademark.
2. Copyrights for designs associated with the "Magical Mermaid" unregistered trademark.
3. All of the Assignor's catalogs and websites used to market and sell the Assignor's products.