

## 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
KI Memories, Inc.		04/20/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Hampton Art, Inc.		
Street Address:	1481 West 2nd Street		
City:	Washington		
State/Country:	NORTH CAROLINA		
Postal Code:	27889		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3398462	CELEBRATE LIFE	
Registration Number:	2815842	K I MEMORIES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@wardandsmith.com		
Correspondent Name:	E. Eric Mills		
Address Line 1:	1001 College Court		
Address Line 2:	Post Office Box 867		
Address Line 4:	New Bern, NORTH CAROLINA 28563-0867		
ATTORNEY DOCKET NUMBER:	111328-00007		
NAME OF SUBMITTER:	E. Eric Mills		
Signature:	/E. Eric Mills/		

OP \$65.00 3398462

Date:

04/24/2012

**Total Attachments: 6**

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into and effective as of the 20th day of April, 2012, by and among KI MEMORIES, INC. ("KI"), KIMBERLY SABEL and IRA SABEL (and with KI, collectively "Assignor"), and HAMPTON ART, INC. ("Assignee");

WITNESSETH:

WHEREAS, KI is the owner of the entire right, title, and interest in and to the trademarks listed on Schedule A, attached hereto and incorporated herein by this reference, and all prior use rights related thereto (the "Marks") and Kimberly Sabel and Ira Sabel are the sole shareholders of KI;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 20, 2012, (the "Asset Purchase Agreement") pursuant to which Assignee purchased from KI all of the right, title, and interest in and to the Marks;

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the Marks, including the goodwill associated therewith, to Assignee; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Marks, including the goodwill associated therewith, from Assignor.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors, assigns, and legal representatives, all right, title, and interest in and to said Marks, including the goodwill associated therewith, together with the right to sue third parties and recover for past misappropriations, infringements, dilutions, or any other violations ("Violations") of any proprietary or other right in and to the Marks, provided, that, with respect to any recoveries for Violations attributable to Violations which occurred prior to the date of this Assignment, Assignee will notify Assignor of any such Violations and, should Assignor elect to participate in the institution and pursuit of claims or other appropriate legal process for such Violations, that Assignee and Assignor shall share any damages awarded and received for any such Violations occurring prior to the execution of this Assignment in the same proportion as

TRADEMARK

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they split the costs and expenses, including attorney's fees of the infringement suit (as such costs and expenses are attributable to pursuit of Violations and not attributable to costs and expenses for violations occurring after the date of this Assignment).

Assignor further represents and warrants that, at the time of the execution and delivery of these presents, Assignor possesses full, unencumbered title to the Marks, and that it has the full right and authority to make this Assignment.

Assignor further covenants and agrees, and likewise binds its successors, assigns, and legal representatives and to execute any additional papers which may be reasonably requested to confirm the right of the Assignee and its representatives, successors, and assigns to secure said Marks or similar protection of said Marks in the United States and to vest in the Assignee complete title to said Marks.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

KI MEMORIES, INC.

By: Ira Sabel

Name: Ira Sabel

Title: Chief Executive Officer

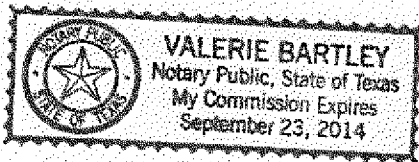
I, Valerie Bartley, a Notary Public in and for said Denton County in the State of TX, do hereby certify that Ira Sabel personally came before me this day and acknowledged that he/she is the Chief Executive Officer of KI MEMORIES, INC., a corporation, and that he/she, as Chief Executive Officer being authorized to do so, executed the foregoing on behalf of the company.

Date 4-20-2012

[Signature]

Signature of Notary Public

(Official Seal)



My commission expires: 9-23-2014

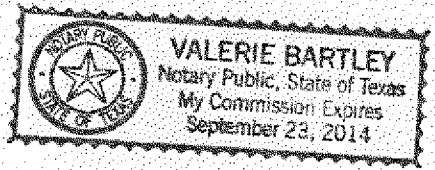
IRA SABEL  
IRA SABEL, Individually

I, Valerie Bartley, a Notary Public in and for Denton County in the State of TEXAS, do hereby certify that IRA SABEL personally came before me this day and executed the foregoing document.

Date 4-20-2012

Valerie Bartley  
Signature of Notary Public

(Official Seal)



My commission expires: 9-23-2014

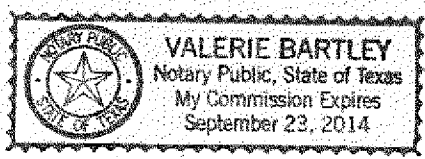
Kimberly Sabel  
KIMBERLY SABEL, Individually

I, Valerie Bartley, a Notary Public in and for Denton County in the State of TEXAS, do hereby certify that KIMBERLY SABEL personally came before me this day and executed the foregoing document.

Date 4-20-2012

Valerie Bartley  
Signature of Notary Public

(Official Seal)



My commission expires: 9-23-2014

ASSIGNEE:

HAMPTON ART, INC.

By: Charles E Bolen

Name: Ed Bolen

Title: Vice President and General Manager

I, Tanya L. Hardison, a Notary Public in and for Beaufort County in the State of North Carolina, do hereby certify that <sup>Charles</sup> Ed Bolen personally came before me this day and acknowledged that he/she is the Vice President and General Manager of HAMPTON ART, INC., a corporation, and that he/she, as Vice President and General Manager being authorized to do so, executed the foregoing on behalf of the company.

Date 4-20-12

(Official Seal)

Tanya L. Hardison  
Signature of Notary Public

My commission expires: June 23, 2015

111328-00007

ND: 4846-5176-7823, v. 5

**SCHEDULE A**

**Marks**

**U.S. Patent and Trademark Office Registered Trademarks:**

<b>Mark</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Owner/Applicant</b>	<b>Status</b>
<b>CELEBRATE LIFE</b>	3,398,462	78/781,665	3/18/2008	KI Memories, Inc.	LIVE
<b>KI MEMORIES</b>	2,815,842	78/183,116	2/17/2004	KI Memories, Inc.	LIVE

**Common Law Trademarks:**

**HAPPY PEAR**

**WHITE BLOSSOM**

**GLITZ AND GLITTER**