

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
Hoffman Media, LLC		02/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	F+W Media, Inc.		
Street Address:	10151 Carver Road		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85356868	STITCH CRAFT CREATE	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	513-241-2324		
Email:	lkrafte@whe-law.com		
Correspondent Name:	Lori Krafte		
Address Line 1:	2700 Carew Tower, 441 Vine Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Lori Krafte		
Signature:	/Lori Krafte/		
Date:	05/08/2012		
Total Attachments: 2 source=AGREEMENT#page1.tif source=AGREEMENT#page2.tif			

OP \$40.00 85356868

## Agreement

This agreement ("Agreement"), effective February 15, 2012, is entered into by and between Hoffman Media, LLC, a Delaware limited liability company having a place of business at 1900 International Park Drive, Suite 50, Birmingham, Alabama 3524 ("Hoffman Media"), and F+W Media, Inc., a Delaware corporation having a place of business at 4700 East Galbraith Road, Cincinnati, Ohio 45236 ("F+W").

WHEREAS, F+W is entering into an Asset Purchase Agreement with Hoffman Media's wholly owned subsidiary, The Martha Pullen Company, Inc. ("MPC"), pursuant to which F+W is purchasing all trademarks related to MPC's business;

WHEREAS, Hoffman Media owns all right, title, and interest in and to the trademark STITCH CRAFT CREATE (the "Trademark"), along with pending federal trademark Application Serial No. 85/356,868 therefor (the "Application"), which trademark is used in connection with the MPC business;

WHEREAS, the Application was filed on an intent-to-use basis and pursuant to 15 U.S.C. §1060(a), an intent-to-use application may be assigned prior to demonstrating use only to a successor of the business to which the Application pertains, which, in this instance, is the MPC business;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

1. Assignment. Hoffman Media does hereby sell, assign, and transfer unto F+W the entire right, title and interest in and to the Application, together with the goodwill of the business symbolized by the Application, and together with all claims, demands, choses in action and rights of recovery for past infringement thereof, the same to be held and enjoyed by F+W, for its own use and benefit, and for that of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Hoffman Media had this sale, assignment and transfer not been made.
2. Correspondence and File. If, prior to the recordation of this Agreement by F+W, Hoffman Media shall receive any notification from the Patent and Trademark Office ("PTO") regarding the Application, including without limitation the issuance of the Notice of Allowance, it shall promptly notify F+W of same. Hoffman Media shall instruct its counsel to forward all relevant files pertaining to the Application to F+W. Hoffman Media further agrees to execute such written documents as F+W deems necessary, at F+W's expense, to effectuate the purposes of this Agreement.
3. Release of Security Interest. Should the Application be the subject of any security interest of any third party, Hoffman Media agrees to take whatever steps are necessary to secure documentation of the release of such security interest(s) and if necessary, shall provide such documentation to F+W for recordal in the PTO.

IN WITNESS WHEREOF, each OF the parties hereto has caused this Agreement to be executed as of the date set forth below.

HOFFMAN MEDIA, LLC

E. Hoffman, EVP & COO

Date: 2-15-12

F+W MEDIA, INC.

By: [Signature]

Title: CFO

Date: 2-15-12

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