

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
Burnes Operating Company LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Burnes of Boston, LLC		
Street Address:	9301 AMBERGLEN BLVD.		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78729		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3099455	LEVEL-LINE	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-480-1500		
Email:	nicole.anderson@huschblackwell.com		
Correspondent Name:	Daniel S. Cohn		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	58190.214		
NAME OF SUBMITTER:	Daniel S. Cohn		
Signature:	/Daniel S. Cohn/		

CH \$40.00 3099455

Date:

05/30/2012

Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the "Assignment") shall be deemed made and entered into as of the 26th day of May, 2006, ("Effective Date") by and between Burnes Operating Company LLC, a Delaware limited liability company and debtor and debtor in possession ("Assignor") under Case No. 06-10340 (the "Case") in the United States Bankruptcy Court for the District of Delaware (the "Court"), such Assignor being located at 9301 Amberglen Blvd, Austin, TX 78729 ("Assignor"), and Burnes of Boston, LLC, a Delaware limited liability company, located at 9301 Amberglen Blvd., Austin, TX 78729 ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement dated May 1, 2006, by and among C. R. Gibson, Inc., on the one hand, and Assignor and certain of its affiliates, on the other hand, with C.R. Gibson, Inc.'s interest thereunder having been assigned to Assignee and as such agreement has otherwise heretofore been modified and amended. (collectively, the "APA");

WHEREAS, pursuant to the APA, incorporated herein by reference, Assignee obtained all such worldwide rights, title and interest as Assignor has (the "Interest") in and to those certain marks and United States trademark applications and registrations listed on Exhibit A attached hereto and incorporated herein by this reference, along with any goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are desirous of memorializing the assignment of the Interest in the Marks pursuant to the APA for purposes of recordation with the United States Patent and Trademark Office or any official of any country or countries foreign to the United States whose duty it is to register trademarks.

NOW, THEREFORE, for \$1.00 and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby affirms, ratifies and assigns to Assignee the Interest in the Marks, including, in each case to the extent of the Interest, all (i) registrations and applications therefor, and (ii) renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, to the extent of the Interest, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment; provided, however, nothing herein shall be deemed to obligate Assignor to (i) incur any material cost or expense or any

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Burnes Operating Company, LLC and Burnes of Boston, LLC

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liability to any third party, or (ii) execute any instrument or document that would expand or increase Assignor's obligations under the APA.

Assignee hereby agrees that so long as the Case is pending the Court shall have sole and exclusive jurisdiction and be the sole and exclusive venue for any action or proceeding relating to this Assignment, the Interest and/or the Marks, and Assignee hereby irrevocably and unconditionally consents to such exclusive jurisdiction. Assignee further agrees that, so long as the Case is pending, it will not at any time challenge or contest such exclusive jurisdiction of the Court.

This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Assignment shall be deemed to expand, increase, decrease or otherwise modify or affect Assignor's or Assignee's rights and obligations under the APA, including, without limitation, any such rights and obligations relating to the Interest and/or the Marks.

This Assignment may not be modified, amended, or discharged or any term or provision hereof waived, except in writing signed by the party against whom such modification, amendment, discharge or waiver is sought to be enforced.

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Burnes Operating Company, LLC and Burnes of Boston, LLC

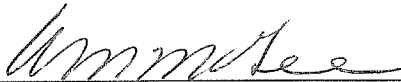
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IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR

Burnes Operating Company, LLC,
Chapter 11 Debtor and Debtor in Possession

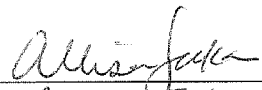
Date: As of May 26, 2006

By: 
Name: Woody McGee
Title: President/Chief Operating Officer

ASSIGNEE

Burnes of Boston, LLC

Date: _____

By: 
Name: Allison Jackson
Title: Chief Financial Officer

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Exhibit A

Trademarks/Service Marks

CHARACTER CLIPS
HOLSON DESIGN GALLERY
HOMEWORK

and

United States Registration Numbers

2,341,833
2,343,157
2,333,752