

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
Making Memories Wholesale, Inc.		11/18/2011	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	ANW/Making Memories, LLC
Street Address:	415 North Redwood Road
City:	North Salt Lake
State/Country:	UTAH
Postal Code:	84054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2718763	M MAKINGMEMORIES
Registration Number:	2910583	MAKINGMEMORIES
Registration Number:	3034179	MAKINGMEMORIES
Registration Number:	3236119	CHARMED
Registration Number:	3175962	M

CORRESPONDENCE DATA	
Fax Number:	7344184279
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7344184278
Email:	tmdocketing@honigman.com
Correspondent Name:	Jennifer Sheehan Anderson
Address Line 1:	39400 Woodward Ave. Suite 101
Address Line 4:	Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	233516-327082 MM - ANW/MM
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CH \$140.00 2718763

NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	06/26/2012
Total Attachments: 8 source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page1.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page2.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page3.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page4.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page5.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page6.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page7.tif source=Assignment Making Memories Whoelsale, Inc to ANWMaking Memories, LLC#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of November 18, 2011, by and between Making Memories Wholesale, Inc., a corporation organized under the laws of the State of Utah ("Seller"), and ANW/Making Memories, LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer"), pursuant to an Asset Purchase Agreement, of even date herewith (the "APA"), by and among Seller, Buyer, and MMW Holdings Corp., a corporation organized under the laws of the State of Delaware. All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings given to such terms in the APA.

Explanatory Statements

Seller is the holder of certain Intellectual Property used in connection with its Business. Seller has agreed to sell, convey, transfer, assign, and deliver to Buyer all of the Intellectual Property used in the Business pursuant to the APA and this Assignment.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby does irrevocably sell, convey, transfer, and assign to Buyer, its successors and assigns, effective as of the date first set forth above, one hundred percent (100%) ownership interest in and to the Intellectual Property of Seller (including, but not limited to, the Intellectual Property set forth on Exhibits A-C attached hereto), the same to be held and enjoyed by Buyer, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Buyer shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Intellectual Property to its fullest extent anywhere in the world, without the consent of and without accounting to Seller and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Intellectual Property. Seller hereby agrees that, except as otherwise set forth in the APA: (a) it shall not take any action that may restrict Buyer's ownership rights in the Intellectual Property; and (b) that it shall discontinue any use or exploitation of the Intellectual Property.

2. Seller agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Buyer to further effectuate the assignment contemplated herein. Seller acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Buyer may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Seller or any person or entity acting in concert with or on behalf of Seller. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

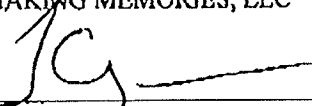
3. This Assignment shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns. This Assignment shall be governed by, and construed in accordance with applicable United States law and the laws of the State of Delaware, without reference to any conflicts of laws principles. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the

transaction contemplated hereby is adversely affected thereby. The failure of any party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach. This Assignment may be executed in counterparts and multiple originals and by facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. In the event of any conflict or other inconsistency between this Agreement and the APA, the APA shall be the controlling agreement.

- Signatures appear on the following page -

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the date first written above.

ANW/MAKING MEMORIES, LLC

By: 
Name: Todd Calguire
Title: Manager

MAKING MEMORIES WHOLESALE, INC.

By: _____
Name:
Title:


Signature page to Assignment of Intellectual Property

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the date first written above.

ANW/MAKING MEMORIES, LLC

By: _____
Name: Todd Caliguire
Title: Manager

MAKING MEMORIES WHOLESALE, INC.

By:  _____
Name: Danny V. Hansen
Title: CFO

Signature page to Assignment of Intellectual Property

Exhibit A

Trademarks, Service Marks, Trade Names, Domain Names

Pending and Registered United States Trademarks			
Trademark	Registration or Application Number	File Date/ Registration Date (if applicable)	Status
M MAKING MEMORIES (and Design)	2,718,763	January 28, 2002/May 27, 2003	Registered
MAKINGMEMORIES	2,910,583	June 24, 2003/December 14, 2004	Registered
PAGE PEBBLES	2,945,994	November 18, 2003/May 3, 2005	Registered
DOUBLE DIPPED	2,947,772	October 7, 2003/May 10, 2005	Registered
MAKINGMEMORIES	3,034,179	June 24, 2003/December 27, 2005	Registered
CHARMED	3,236,119	October 6, 2005/May 1, 2007	Registered
M (and Design)	3,175,962	October 7, 2003/November 28, 2006	Registered
SLICE	3,408,020	January 22, 2007/April 8, 2008	Registered
MS+	77/736,345	May 13, 2009	Pending
BRAVISSIMO	85/199,341	December 16, 2010	Pending
SLICE ELITE	85/119,945	August 31, 2010	Pending
SLICE FABRIQUE	85/119,928	August 31, 2010	Pending
BE INSPIRED	2,908,394	June 24, 2003/December 7, 2004	Abandoned
BE INSPIRED	2,910,582	June 24, 2003/December 14, 2004	Abandoned
SNAPS	2,906,325	May 27, 2003/November 30, 2004	Abandoned
DETAILS	78/266,358	June 24, 2003	Abandoned
DETAILS (and Design)	78/310,493	October 7, 2003	Abandoned
TWISTEL	2,316,341	February 8, 2000	Abandoned
M (and Design)	78/310,541	October 7, 2003	Abandoned

Pending and Registered Foreign Trademarks			
Trademark	Registration or Application Number	File Date/ Registration Date (if applicable)	Jurisdiction/ Status
SLICE ELITE	IR-1072313	February 28, 2011	International - Registered
SLICE ELITE	IR-1072313	February 28, 2011	Japan - Pending
MAKINGMEMORIES	986013	January 23, 2004/January 20, 2005	Australia
MAKINGMEMORIES	CA 1209421/662611	March 12, 2004/April 12, 2006	Canada
MAKINGMEMORIES	3961940	March 16, 2004	China

MAKINGMEMORIES		EC 003649902	February 5, 2004/April 19, 2005	European Community
MAKINGMEMORIES		22146	March 10, 2004	Japan
MAKINGMEMORIES		643638/857531	February 25, 2004/October 28, 2004	Mexico
MAKINGMEMORIES		2005-11914	June 17, 2005	South Africa
MAKINGMEMORIES (and Design)		2005-11915	June 17, 2005	South Africa

State Trademarks				
Trademark	State	File No.	File Date	Status
Making Memories and design	Utah	5049439	January 14, 2002	Registered

Trade Names

Making Memories
 Making Memories Wholesale, Inc.

Domain Names

adailydoseofhappy.com
 buildabravo.com
 buymyslice.com
 buymyslice.tv
 bymyslice.com
 getmyslice.com
 gigglebandfactory.com
 gigglebands.com
 makingmemories.com
 parts.makingmemories.com
 shop.makingmemories.com
 blog.makingmemories.com
 makingmemoriesinc.com
 intranet.makingmemoriesinc.com
 makingmemoriesjewelry.com
 makingmemoriesnewsletter.com
 makingmemorieswholesale.com
 myslice.tv
 slicecupcake.com
 sliceelite.com
 slicefabrique.com
 whyslice.com
 whyslice.info

Exhibit B

Copyrights

REGISTRATION NO.	COPYRIGHT	REGISTRATION DATE
TXU916-927	The Color Connection	June 23, 1999

Exhibit C

Patents

1. See attached list

2. See below

Patent	Docket Number	Application or Serial No.	File Date	Status
Hanging File Folder	20827.DES	29/162,094	June 7, 2002	Abandoned
Punch and Setting Tool and Method of Securing Scrapbook Media	20878 NP	10/645,371	August 21, 2003	Abandoned
Magnetic Stamp Kit and Method	21898	10/834,793	April 28, 2004	Abandoned