900237076 10/25/2012

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
Westrim, Inc.		05/10/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ANW/Crestwood, Inc.
Street Address:	510 Ryerson Road
City:	Lincoln Park
State/Country:	NEW JERSEY
Postal Code:	07035
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2086435	AUTUMN LEAVES
Registration Number:	3208245	AUTUMN LEAVES
Registration Number:	2752068	CROP IN STYLE
Registration Number:	3247065	STORE IN STYLE THINKNG INSIDE THE BOX

CORRESPONDENCE DATA

Fax Number: 7344184279

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 734-418-4278

Email: TMdocketing@honigman.com
Correspondent Name: Jennifer Sheehan Anderson
Address Line 1: 39400 Woodward Avenue

Address Line 2: Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER: 233516 CROP IN STYLE 2

TRADEMARK REEL: 004888 FRAME: 0855 208643

XH \$115.00

900237076

NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	10/25/2012
Total Attachments: 24 source=Westrim Inc to ANWCrestwood Inc	US TMs#page2.tif US TMs#page3.tif US TMs#page4.tif US TMs#page5.tif US TMs#page6.tif US TMs#page7.tif US TMs#page8.tif US TMs#page9.tif US TMs#page10.tif US TMs#page10.tif US TMs#page11.tif US TMs#page15.tif US TMs#page15.tif US TMs#page15.tif US TMs#page15.tif US TMs#page16.tif US TMs#page16.tif US TMs#page17.tif US TMs#page18.tif US TMs#page20.tif US TMs#page20.tif US TMs#page20.tif US TMs#page20.tif

source=Westrim Inc to ANWCrestwood Inc US TMs#page24.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of May 5, 2010, by and between ANW/Crestwood, Inc., a corporation organized under the laws of the State of New Jersey ("Buyer"), and Westrim, Inc., a corporation organized under the laws of the State of California ("Seller"), pursuant to an Asset Purchase Agreement, dated as of January 23, 2010, as amended by that certain First Amendment to Asset Purchase Agreement, dated March 15, 2010, and that certain Second Amendment to Asset Purchase Agreement, dated May 4, 2010 (collectively, the "Agreement"), by and among Seller, Buyer and Creativity Crafts, Inc., a corporation organized under the laws of the State of California. All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

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 Agreement 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 (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: (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.

- Signatures appear on the following page -

1.11

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

ATTEST:

WESTRIM, INC

Signature page to Assignment of Intellectual Property

Exhibit A

<u>Trademarks</u>

[attached]

WORLDWIDE TRADEMARK SUMMARY Creativity Inc.

-and-

Westrim, Inc.

(and related companies)

January 2010

TRADEMARK

REEL: 004888 FRAME: 0861

Index to International Classification

Int. Cl. 14 generally covers: Typical goods listed in Westrim registrations include:	precious metals and stones, jewelry, etc. jewelry, imitation jewelry, beads, bead strings, pearls, rings, pins bracelets, chains, ear clips, sculptures and figures in precious metals, findings, fobs, castings, sequins.
Int. Cl. 16 generally covers:	paper and cardboard goods, printed matter, stationery, artist and teaching materials, etc.
Typical goods listed in Westrim registrations include:	scrap booking and photo albums, paper die cut outs, templates, paper bags, stickers, emblems, rulers, punches, art images, scissors, paper sheets, memory books, stationery, pencils, greeting cards, paper gift and novelty packages, and three-dimensional paper embellishments
Int. Cl. 18 generally covers:	leather, leather imitations, trunks, traveling bags, etc.
Typical goods listed in Westrim registrations include:	tote bags, travel bags, backpacks, luggage, wheeled tote and luggage carts, tote bag handles and straps
Int. Cl. 20 generally covers:	furniture, mirrors, picture frames, etc.
Typical goods listed in Westrim registrations include:	furniture, modular storage containers, cubes, bookcases, organizers, storage racks, shelves and doorknobs

Int. Cl. 28 generally covers:	games, playthings, sporting equipment, Christmas tree decorations, etc.
Typical goods listed in Westrim registrations include:	toy figures, miniature and novelty critters, foam toys and blocks, toy train and building blocks, puzzles, magnets, hobby and craft kits, bead and jewelry kits, Christmas tree ornaments and kits, toy blocks and alphabets, craft kits with multiple pieces and instructions, and dolls

WORLDWIDE TRADEMARK SUMMARY

WESTRIM, INC.

U.S. Registrations

Mark:

WESTRIM

Owner: Reg. No.: Westrim, Inc.

Int. Class:

1,051,225 14

Granted:

October 26, 1976

Our Docket:

TM-866

Comments:

Renewal due within one year prior to October 26, 2016.

Mark:

WT Logo

Owner:

Westrim, Inc.

Reg. No.:

1,060,725

Int. Class:

14

Granted:

March 8, 1977

Our Docket:

TM-908

Comments:

Renewal due within one year prior to March 8, 2017.

Mark:

MINITREE

Owner:

Westrim, Inc.

Req. No.:

1,398,664

Int. Class:

28

Granted:

June 24, 1986

Our Docket:

TM-1835A

Comments:

Renewal due within one year prior to June 24, 2016.

Mark:

AUTUMN LEAVES

Owner:

Westrim, Inc. 2,086,435

Reg. No.:

Int. Class:

16

Granted:

August 5, 1997

Our Docket:

48082

Comments:

Renewal due within one year prior to August 5, 2017.

iii

CARCO

REEL: 004888 F

U.S. Registrations

Mark:

MEMORIES FOREVER

Owner:

Westrim, Inc.

Reg. No.:

2,116,409

Int. Class:

16

Granted:

November 25, 1997

Our Docket:

36165

Comments:

Renewal due within one year prior to November 25, 2017.

Mark:

WESTRIM

Owner:

Westrim, Inc.

Reg. No.:

2,281,513

Int. Classes:

16 & 28

Granted:

September 28, 1999

Our Docket: 37101

Comments:

Renewal due within one year prior to September 28, 2009.

Mark:

WT Logo

Owner:

Westrim, Inc.

Reg. No.:

2,361,368

Int. Classes:

16 & 28

Granted:

June 27, 2000

Our Docket: 37102

Comments:

Renewal due within one year prior to June 27, 2010.

Mark:

TONS OF FUN Logo

Owner:

Westrim, Inc.

Reg. No.:

2,484,324

Int. Class:

28

Granted:

September 4, 2001

Our Docket:

37872

Comments:

Renewal due within one year prior to September 4, 2011.

U.S. Registrations

Mark:

WESTRIM CRAFTS

Owner: Reg. No.: Westrim, Inc.

Int. Classes:

2,512,227 14, 16 & 28

Granted:

November 27, 2001

Our Docket:

38848

Comments:

Renewal due within one year prior to November 27, 2011.

Mark:

LETTER DEPOT

Owner:

Westrim, Inc.

Reg. No.:

2,807,367

Int. Class:

28

Granted:

January 20, 2004

Our Docket:

43644

Comments:

Continued Use Declaration due within one year prior to

January 20, 2010.

Mark:

PAPER BLISS Logo

Owner:

Westrim, Inc.

Reg. No.:

2,819,263

Int. Class:

16

Granted:

March 2, 2004

Our Docket:

43929

Comments:

Continued Use Declaration due within one year prior to

March 2, 2010.

Mark:

WESTRIM

Owner:

Westrim, Inc. 2,824,728

Reg. No.: Int. Class:

18

Granted:

March 23, 2004

Our Docket:

41119

Comments:

Renewal due within one year prior to March 23, 2014.

3

January 2010

TRADEMARK

Paper BLISS

U.S. Registrations

Mark:

WT

Owner:

Westrim, Inc.

Reg. No.: Int. Classes:

2,878,845

Granted:

14, 16, 18 & 28 August 31, 2004

Our Docket:

44064

Comments:

Continued Use Declaration due within one year prior to

August 31, 2010.

Mark:

LETTER DEPOT Logo

Owner:

Westrim, Inc.

Reg. No.:

2,882,737

Int. Class:

28

Granted:

September 7, 2004

Our Docket:

44250

Comments:

Continued Use Declaration due within one year prior to

September 7, 2010.

Mark:

PAPERBILITIES

Owner:

Westrim, Inc.

Reg. No.:

2,902,971

Int. Class:

16

Granted:

November 16, 2004

Our Docket:

43934

Comments:

Continued Use Declaration due within one year prior to

Ü

November 16, 2010.

Mark:

DMD

Owner:

Westrim, Inc. 2,910,021

Reg. No: Int. Class:

16

Granted:

December 14, 2004

Our Docket:

44690

Comments:

Continued Use Declaration due within one year prior to

December 14, 2010.

4

January 2010

U.S. Registrations

Mark:

FOOFALA

Owner:

Westrim, Inc.

Reg. No.:

2,927,349

Int. Class:

16

Granted:

February 22, 2005

Our Docket:

48083

Comments:

Continued Use Declaration due within one year prior to

February 22, 2011.

Mark:

PAPER BLISS

Owner:

Westrim, Inc.

Reg. No.:

2,948,724

Int. Class:

16

Granted:

May 10, 2005

Our Docket:

40721

Comments:

Continued Use Declaration due within one year prior to

May 10, 2011.

Mark:

PAPER REFLECTIONS

Owner:

Westrim, Inc.

Reg. No:

2,969,317

Int. Class:

16

Granted:

July 19, 2005

Our Docket:

44694

Comments:

Continued Use Declaration due within one year prior to

July 19, 2011.

Mark:

DISTINCT MARKETING DESIGNS

Owner:

Westrim, Inc. 2,975,305

Reg. No.: Int. Class:

Granted:

16

Our Docket:

July 26, 2005

44691

Comments:

Continued Use Declaration due within one year prior to

July 26, 2011.

5

January 2010

U.S. Registrations

Mark: DMD, DISTINCT MARKETING DESIGNS, INC./

Diamond & Squares Logo

Owner: Westrim, Inc. Reg. No.: 3,012,534

Int. Class: 16

Granted: November 8, 2005

Our Docket: 44692

Comments: Continued Use Declaration due within one year prior to

November 8, 2011.

Mark: BRINGING CREATIVE PEOPLE

AND PRODUCTS TOGETHER

Owner: Westrim, Inc. Reg. No.: 3,024,127

Int. Classes: 14, 16, 18 & 28 Granted: December 6, 2005

Our Docket: 44448

Comments: Continued Use Declaration due within one year prior to

December 6, 2011.

Mark: PAPER REFLECTIONS Logo

Owner: Westrim, Inc. Reg. No.: 3,061,908

Int. Class: 16

Granted: February 28, 2006

Our Docket: 47033

Comments: Continued Use Declaration due within one year prior to

February 28, 2012.

TRADEMARK
REEL: 004888 FRAME: 0869

Distinct Marketing Designs, Inc.

U.S. Registrations

Mark:

FOOFALA Logo

Owner:

Westrim, Inc.

Reg. No.:

3,201,687

Int. Class:

16

Granted:

January 23, 2007

Our Docket:

48692

Comments:

Continued Use Declaration due within one year prior to

foof-a-La

January 23, 2013.

Mark:

AUTUMN LEAVES Logo

Owner: Reg. No.: Westrim, Inc. 3,208,245

Int. Class:

16

Granted:

February 13, 2007

Our Docket:

48691

Comments:

Continued Use Declaration due within one year prior to

February 13, 2013.

7

January 2010 TRADEMARK REEL: 004888 FRAME: 0870

AUTUMN LEAVES

U.S. Registrations

Mark: ARTISTIC EXPRESSIONS

Owner: Westrim, Inc. Reg. No.: 3,255,029 Int. Classes: 14 & 28

Granted: June 26, 2007

Our Docket: 48123

Comments: Continued Use Declaration due within one year prior to

June 26, 2013.

Mark: CRAFTS-TO-GO BY WESTRIM

Owner: Westrim, Inc. Reg. No.: 3,257,787 Int. Classes: 14 & 28

Granted: July 12, 2007

Our Docket: 47698

Comments: Continued Use Declaration due within one year prior to

July 12, 2013.

Mark: WT/Slant Logo Owner: Westrim, Inc. Reg. No.: 3,293,456 Int. Classes: 14, 16 & 28

Granted: September 18, 2007

Our Docket: 49596

Comments: Continued Use Declaration due within one year prior to

September 18, 2013.

U.S. Registrations

Mark: DIGITAL DESIGNS/MEMORIES MADE

SIMPLE Logo

Owner: Westrim, Inc.

Reg. No.: 3,332,611

Int. Class: 16

Granted: November 6, 2007

Our Docket: 48941

Comments: Continued Use Declaration due one year prior to

November 6, 2013.

Mark: WT/Slant Logo Owner: Westrim, Inc.

Reg. No.: 3,342,860

Int. Class: 6

Granted: November 7, 2007

Our Docket: 49597

Comments: Continued Use Declaration due one year prior to

November 7, 2013.

9

U.S. Registrations

Mark:

SNAP ITZ Logo

Owner:

Westrim, Inc.

Reg. No.:

3,367,803

Int. Class:

26

Granted:

January 15, 2008

Our Docket:

49392

Comments:

Continued Use Declaration due one year prior to

January 15, 2014.

Mark:

Distinctive Packaging Design ("Gift Card Tin" Line)

Owner:

Westrim, Inc.

Reg. No.:

3,403,767 [Supplemental Register]

Int. Class:

6

Granted:

March 25, 2008

Our Docket:

49598

Comments:

Continued Use Declaration due one year prior to

March 25, 2014.

Mark:

SNAP-ITZ Logo

Owner:

Westrim, Inc.

Reg. No.:

3,430,857

Int. Class:

14

Granted:

May 20, 2008

Our Docket:

50363

Comments:

Continued Use Declaration due within one year prior to

May 20, 2014.

Mark:

TREASURE TINS

Owner:

Westrim, Inc.

Reg. No.:

3,441,730

Int. Class:

6

Granted:

June 3, 2008

Our Docket:

49712

Comments:

Continued Use Declaration due within one year prior to

June 3, 2014.

10

January 2010

U.S. Registrations

Mark: FUN FOAM Logo

Owner: Westrim, Inc. Reg. No.: 3,608,022

Int. Class: 28

Granted: April 21, 2009

Our Docket: 33253-A

Comments: Continued Use Declaration due within one year prior to

April 21, 2015.

Mark: SNAP-ITZ Logo Owner: Westrim, Inc.

Reg. No.: 3,496,870

Int. Class: 25

Granted: September 2, 2008

Our Docket: 50362

Comments: Continued Use Declaration due within one year prior to

September 2, 2014.

U.S. Registrations

Mark:

HIH/HIP IN A HURRY Logo

Owner: Reg. No.: Westrim, Inc. 3,646,364

Int. Classes:

14 & 16

Granted:

June 30, 2009

Our Docket:

51584

Comments:

Continued Use Declaration due within one year prior to

June 30, 2015.

Mark:

HIH (letters)

Owner:

Westrim, Inc.

Reg. No.: Int. Classes: 3,646,353 14 & 16

Granted:

June 30, 2009

Our Docket:

51583

Comments:

Continued Use Declaration due within one year prior to

June 30, 2015.

Mark:

HIP IN A HURRY

Owner:

Westrim, Inc.

Reg. No.:

3,650,071 14 & 16

Int. Classes: Granted:

July 7, 2009

Our Docket:

51582

Comments:

Continued Use Declaration due within one year prior to

July 7, 2015.

Mark:

TRY IT! LOVE IT! CHANGE IT!

Owner:

Westrim, Inc.

Reg. No.:

3,650,072

Int. Classes:

14 & 16

Granted:

July 7, 2009

Our Docket:

51585

Comments:

Continued Use Declaration due within one year prior to

July 7, 2015.

12

January 2010

TRADEMARK

REEL: 004888 FRAME: 0875

U.S. Applications

Mark:

SMOOSHIES/Eyes Logo

(ITU)

Owner: App. S.N.: Westrim, Inc. 77/675,208

Int. Class:

28

Smoothies

Filed:

February 20, 2009

Our Docket:

51978

Comments:

Published for opposition, January 5, 2010.

Mark:

SMOOSHIES "MAKE YOUR OWN

KOOKY, CUDDLY CREATURE!" Slogan Logo

Owner:

Westrim, Inc.

App. S.N.:

77/675,211

Int. Class:

28

Filed:

February 20, 2009

Our Docket:

51979

Comments:

Published for opposition, January 19, 2010.

REEL: 004888 FRAME: 0876

TRADEMARK

U.S. Registrations

Mark:

CROP IN STYLE Logo

Owner: Reg. No.: Westrim, Inc.

Int. Class:

2,279,310 16

Granted:

September 21, 1999

Our Docket:

43148

Comments:

Renewal due within one year prior to September 21, 2019.

GROP in Style

GROP in Style

Mark:

PSB PAPER/STICKER BINDER

Owner: Reg. No.: Westrim, Inc. 2,495,829

Int. Class:

35

Granted:

October 9, 2001

Our Docket:

43149

Comments:

Renewal due within one year prior to October 9, 2011.

Mark:

CROP IN STYLE Logo

Owner: Reg. No.: Westrim, Inc. 2,720,862

Int. Classes:

16 & 18

Granted:

June 3, 2003

Our Docket:

40759

Comments:

Renewal due within one year prior to June 3, 2013.

Mark:

CROP IN STYLE

Owner: Reg. No.: Westrim, Inc. 2,752,068

Int. Classes:

16 & 18

Granted:

August 19, 2003

Our Docket:

40760

Comments:

Renewal due within one year prior to August 19, 2013.

14

January 2010

TRADEMARK

REEL: 004888 FRAME: 0877

U.S. Registrations

Na Navigator

Mark: CROP IN STYLE/NA NAVIGATOR Logo

Owner: Westrim, Inc. Reg. No.: 2,816,846

Int. Class: 18

Granted: February 24, 2004

Our Docket: 44063

Comments: Renewal due within one year prior to February 24, 2014.

Mark: STORE IN STYLE

Owner: Westrim, Inc. Reg. No.: 2,972,455 Int. Classes: 18 & 20

Granted: July 19, 2005

Our Docket: 45063

Comments: Continued Use Declaration due within one year prior to

July 19, 2011.

Mark: THE STOREHOUSE

Owner: Westrim, Inc. Reg. No.: 2,987,919

Int. Class: 18

Granted: August 23, 2005

Our Docket: 45112

Comments: Continued Use Declaration due within one year prior to

31

August 23, 2011.

Mark: XXL

Owner: Westrim, Inc.

Reg. No.: 3,099,478 (Supplemental Register)

Int. Class: 18

Granted: March 30, 2006

Our Docket: 47036

Comments: Continued Use Declaration due within one year prior to

March 30, 2012.

U.S. Registrations

Mark:

STORE IN STYLE Logo

Owner:

Westrim, Inc.

Reg. No.:

3,132,252

Int. Classes:

18 & 20

Granted:

August 22, 2006

Our Docket:

47372

Comments:

Continued Use Declaration due within one year prior to

August 22, 2012.

Mark:

CIS Logo

Owner:

Westrim, Inc.

Reg. No.:

3,154,521

Int. Classes:

18 & 20

Filed:

October 10, 2006

Our Docket:

45106

Comments:

Continued Use Declaration due within one year prior to

October 10, 2012.

Mark:

CIS

Owner:

Westrim, Inc.

Reg. No.:

3,181,316

Int. Classes:

18 & 20

Granted:

December 5, 2006

Our Docket:

45105

Comments:

Continued Use Declaration due within one year prior to

December 5, 2012.

16

January 2010

U.S. Registrations

Mark: STORE IN STYLE/THINKING INSIDE

THE BOX Logo

Owner: Westrim, Inc. Reg. No.: 3,247,065

Int. Class: 18

Granted: May 29, 2007 Our Docket: 48715A

Comments: Continued Use Declaration due within one year prior to

May 29, 2013.

Mark: CRAFT IN STYLE

Owner: Westrim, Inc. Reg. No.: 3,378,278 Int. Classes: 18 & 20

Granted: February 5, 2008

Our Docket: 50047

Comments: Continued Use Declaration due one year prior to

February 5, 2014.

Mark: STORE IN STYLE/THINKING INSIDE THE

BOX Logo

Owner: Westrim, Inc. Reg. No.: 3,398,538

Int. Class: 20

RECORDED: 10/25/2012

Granted: March 18, 2008

Our Docket: 48715
Comments: Continued Use Declaration due one year prior to

March 18, 2014.

STORE

In Style

Thinking Inside the Box

REEL: 004888 FRAME: 0880