

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enhanced Capital Alabama Fund II, LLC		11/28/2012	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	Hoffman Media, LLC
Street Address:	1900 International Park Drive; Suite 50
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35240
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77846600	SIMPLY SOUTHERN
Serial Number:	77634100	PHYLLIS HOFFMAN CELEBRATE
Registration Number:	3042999	SOUTHERN BABY
Registration Number:	3107936	TASTE OF THE SOUTH
Registration Number:	3101781	SOUTHERN LADY PRESENTS SOUTHERN BABY
Registration Number:	2875787	TEATIME
Registration Number:	2946537	SOUTHERN LADY PRESENTS TEATIME
Registration Number:	2413624	SAMPLER & ANTIQUE NEEDLEWORK QUARTERLY
Registration Number:	2588905	SOUTHERN LADY
Registration Number:	2148897	JUST CROSSSTITCH
Registration Number:	1727585	JUST CROSSSTITCH
Registration Number:	2492588	SEW BEAUTIFUL

CORRESPONDENCE DATA

Fax Number: 2052541999

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

Phone: 205-254-1207

Email: tryan@maynardcooper.com

Correspondent Name: Julia G. Bernstein

Address Line 1: 1901 Sixth Avenue North; Ste 2400

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	10168-13
NAME OF SUBMITTER:	Julia G. Bernstein
Signature:	/jbernstein/
Date:	11/28/2012

Total Attachments: 3

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**RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

WHEREAS, HOFFMAN MEDIA, LLC, a Delaware limited liability company ("Grantor") entered into that certain Security Agreement ("Security Agreement") dated as of February 29, 2012, in favor of ENHANCED CAPITAL ALABAMA FUND II, LLC, an Alabama limited liability company (the "Secured Party");

WHEREAS, Grantor granted to Secured Party, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Secured Party in and to the collateral described therein, including without limitation all of Grantor's trademarks, patents and copyrights (collectively, the "Intellectual Property");

WHEREAS, Grantor granted the Security Interest to Secured Party in order to secure the complete and timely satisfaction of its Obligations (as defined in the Security Agreement) (the "Secured Obligations");

WHEREAS, Grantor has satisfied the Secured Obligations and Secured Party has agreed to release the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Secured Party hereby releases the Security Interest in the Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies related to the Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Intellectual Property described in the Security Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liabilities and warranties related to the Intellectual Property under the Security Agreement.

ENHANCED CAPITAL ALABAMA
FUND II, LLC

By: 

Title: Managing Partner

Date: 11/28/12

EXHIBIT A
TRADEMARKS

Serial Number: 74250728
Filing Date: 02/28/1992
Registration Number: 1727585
Registration Date: 10/27/1992
Mark: JUST CROSSSTITCH

Serial Number: 75192821
Filing Date: 11/04/1996
Registration Number: 2148897
Registration Date: 04/07/1998
Mark: JUST CROSSSTITCH

Serial Number: 75666912
Filing Date: 03/24/1999
Registration Number: 2588905
Registration Date: 07/02/2002
Mark: SOUTHERN LADY
Serial Number: 75679721
Filing Date: 04/09/1999
Registration Number: 2413624
Registration Date: 12/19/2000
Mark: SAMPLER & ANTIQUE NEEDLEWORK QUARTERLY

Serial Number: 76151932
Filing Date: 10/23/2000
Registration Number: 2492588
Registration Date: 09/25/2001
Mark: SEW BEAUTIFUL

Serial Number: 76518007
Filing Date: 05/09/2003
Registration Number: 2946537
Registration Date: 05/03/2005
Mark: SOUTHERN LADY PRESENTS TEATIME

Serial Number: 76518008
Filing Date: 05/09/2003
Registration Number: 2875787
Registration Date: 08/17/2004
Mark: TEATIME

Serial Number: 77634100
Filing Date: 12/16/2008

Registration Number: 3948234
Registration Date: 04/19/2011
Mark: PHYLLIS HOFFMAN CELEBRATE
Serial Number: 77846600
Filing Date: 10/12/2009
Registration Number: NONE
Registration Date:
Mark: SIMPLY SOUTHERN
Serial Number: 78422836
Filing Date: 05/21/2004
Registration Number: 3101781
Registration Date: 06/06/2006
Mark: SOUTHERN LADY PRESENTS SOUTHERN BABY
Serial Number: 78471815
Filing Date: 08/23/2004
Registration Number: 3107936
Registration Date: 06/20/2006
Mark: TASTE OF THE SOUTH
Serial Number: 78614000
Filing Date: 04/21/2005
Registration Number: 3042999
Registration Date: 01/10/2006
Mark: SOUTHERN BABY

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