

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
The Madison Park Group, Inc.		12/19/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Southworth Company		
Street Address:	265 Main Street		
City:	Agawam		
State/Country:	MASSACHUSETTS		
Postal Code:	01001		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3070670	PARKSIDE	
Registration Number:	2883654	MADISON PARK	
Registration Number:	2457043	MADISON PARK GREETINGS	
Registration Number:	2162206	PARKSIDE PAPERS	
CORRESPONDENCE DATA			
Fax Number:	4137334543		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	snyder@ip-lawyers.com		
Correspondent Name:	McCORMICK, PAULDING & HUBER LLP		
Address Line 1:	185 Asylum Street, City Place II		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	6004-0167		
NAME OF SUBMITTER:	Kevin H. Vanderleeden		

OP \$115.00 3070670

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**TRADEMARK
 REEL: 004934 FRAME: 0427**

Signature:	/Kevin H. Vanderleeden/
Date:	01/03/2013
Total Attachments: 6 source=6004-0167 Assignment#page1.tif source=6004-0167 Assignment#page2.tif source=6004-0167 Assignment#page3.tif source=6004-0167 Assignment#page4.tif source=6004-0167 Assignment#page5.tif source=6004-0167 Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of December 19, 2012, is made by THE MADISON PARK GROUP, INC., a Washington corporation formerly known as Madison Park Greetings, Inc. (“Seller”), located at 1407 11th Avenue, Seattle, WA 98122, in favor of SOUTHWORTH COMPANY, a Massachusetts corporation (“Buyer”), located at 265 Main Street, Agawam, MA 01001, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller, Brian Jacobsen, Glen Biely and Buyer, dated as of December 10, 2012 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has sold, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in, to and under the following (the “Assigned IP”):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth in **Schedule 2** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in **Schedule 2** hereto (if any), the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and applications for registration set forth in **Schedule 3** hereto and all issuances, extensions and renewals thereof;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which will form a single agreement. Signatures of the parties on this IP Assignment transmitted by facsimile (or other electronic transmission including email of a PDF signature) shall be deemed to be original signatures for all purposes. At the request of a party, the parties will confirm facsimile transmitted (or other electronic transmission including email of a PDF signature) signatures by signing an original document.

5. Successors and Assigns. This IP Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Washington and the laws of the United States.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

THE MADISON PARK GROUP,
INC., formerly known as Madison
Park Greetings, Inc.

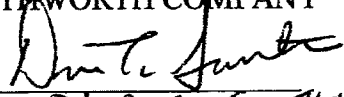
By 
Name: Brian L. Jacobson
Title: President

Address for Notices:

The Madison Park Group, Inc.
1407 11th Avenue
Seattle, WA 98122

AGREED TO AND ACCEPTED:

SOUTHWORTH COMPANY

By 
Name: David C. Southworth
Title: President

Address for Notices:

Southworth Company
265 Main Street
Agawam, MA 01001

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

App. No.	File Date	Patent No.	Issue Date	Title	Owner of Record
10/206,552	07/25/2002	US 6957507	10/25/2005	DECORATIVE MAGNET AND CASING	MADISON PARK GREETINGS, INC.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Serial No.	File Date	Reg. No.	Reg. Date.	Mark	Class	Status	Owner of Record
78/565,551	02/11/2005	3070670	03/21/2006	PARKSIDE	35	Live	Madison Park Greetings, Inc. CORPORATION WASHINGTON
76/486,401	01/27/2003	2883654	09/14/2004	MADISON PARK	16	Live	Madison Park Greetings, Inc. CORPORATION WASHINGTON
75/909,465	02/04/2000	2457043	06/05/2001	MADISON PARK GREETINGS	16	Live	MADISON PARK GREETINGS, INC. CORPORATION WASHINGTON
75/332,070	07/28/1997	2162206	06/02/1998	PARKSIDE PAPERS	16	Live	MADISON PARK GREETINGS, INC. CORPORATION WASHINGTON

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Title of Work	Description	Reg. No.	Reg. Date	Owner of Record
Flower design	Art reproduction	VA 1-088-514	08/02/2001	Madison Park Greetings, Inc.
Sunburst design	Art reproduction	VA 1-088-513	08/02/2001	Madison Park Greetings, Inc.
Heart design: version II	Art reproduction	VA 1-088-512	08/02/2001	Madison Park Greetings, Inc.
Hearts	Art reproduction	VA 1-056-381	02/15/2001	Madison Park Greetings, Inc.
Wings	Art reproduction	VA 1-056-380	02/15/2001	Madison Park Greetings, Inc.