

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
Hoffman Media, LLC		12/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Annie's Publishing, LLC		
Street Address:	306 East Parr Road		
City:	Berne		
State/Country:	INDIANA		
Postal Code:	46711		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2148897	JUST CROSSSTITCH	
Registration Number:	1727585	JUST CROSSSTITCH	
Registration Number:	2413624	SAMPLER & ANTIQUE NEEDLEWORK QUARTERLY	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mvalone@btlaw.com		
Correspondent Name:	BARNES & THORNBURG LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690		
ATTORNEY DOCKET NUMBER:	29205-700478/79/80		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvalone/		

CH \$90.00 2148897

Date:

01/08/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS Hoffman Media, LLC, a Delaware limited liability company ("Assignor"), is the owner of the trademark registrations in the United States Patent and Trademark Office as set forth on **Schedule A** (all such trademark registrations and applications, collectively, the "Trademarks"); and

WHEREAS, Annie's Publishing, LLC, an Indiana limited liability company ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks and the registrations therefor, together with all common law rights related thereto, with the goodwill of the business symbolized by the Trademarks, along with the right to recover for damages and profits for past, present and future infringements thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Trademarks and the registrations therefor in the United States and throughout the world together with all common law rights related thereto, with the goodwill of the business symbolized by the Trademarks, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill; and

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform other acts the Assignee reasonably may require in order to vest all Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence reasonably is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

This Trademark Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to any state's choice of laws to the contrary.

This the 1st day of December 2012.

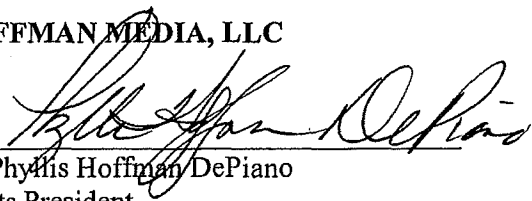
Signature page follows.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

HOFFMAN MEDIA, LLC

By:


Phyllis Hoffman DePiano
Its President

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark Registrations and Applications

<u>Mark</u>	<u>Registration Number</u>
Just Crossstitch	2,148,897
Just Crossstitch	1,727,585
Sampler & Antique Needlework Quarterly	2,413,624