

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dick Blick Holdings, Inc.		12/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Blick Art Materials, LLC		
Street Address:	1849 Green Bay Road		
Internal Address:	Suite 310		
City:	Highland Park		
State/Country:	ILLINOIS		
Postal Code:	60035		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2726039	BLICK	
Registration Number:	3218379	THE ART STORE	
Registration Number:	3295373	ARTISTS PICK BLICK	
Registration Number:	2837933	THE ART STORE	
Registration Number:	1917283	ART GUILD	
Registration Number:	3901695	ARTROOM AID	
Registration Number:	2129168	DICK BLICK ART MATERIALS	
Registration Number:	2129167		
Registration Number:	2558928	BLICK STUDIO	
Registration Number:	2616498	MASTERSTROKE	
CORRESPONDENCE DATA			
Fax Number:	3126321780		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 2726039

*via US Mail.*

Phone: 312.715.5241  
Email: nicole.murray@quarles.com, veronica.brooks@quarles.com  
Correspondent Name: Nicole M. Murray at Quarles & Brady LLP  
Address Line 1: 300 North LaSalle Street  
Address Line 2: Suite 4000  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	DICK BLICK TO BLICK ART M
NAME OF SUBMITTER:	Nicole M. Murray
Signature:	/Nicolel M. Murray/
Date:	01/07/2014

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made to be effective as of 12:00 A.M. (EST) on the 29th day of December, 2013 by and between DICK BLICK HOLDINGS, INC., a Delaware corporation ("Assignor") and BLICK ART MATERIALS, LLC, a Delaware limited liability company ("Assignee", and, together with the Assignor, the "Parties").

### RECITALS

WHEREAS, the Assignor desires to become a member of the Assignee and is required to make a capital contribution to the Assignee in order to receive its membership interest in the Assignee; and

WHEREAS, as a portion of its capital contribution, the Parties agreed to enter into this Assignment pursuant to which the Assignor shall assign and contribute to the Assignee all of the Assignor's right, title and interest in and to all of the Assignor's intellectual property and goodwill associated therewith.

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

### AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers, conveys and contributes to the Assignee all of the Assignor's right, title and interest in and to the intellectual property and goodwill of the Assignor, including, but not limited to, all intellectual property listed on Exhibit A hereto, all other trademarks, service marks, domain names, software, websites, designs, modifications, concepts, ideas, formulas, devices, technology, know-how, research and development, inventions, methods, compositions, scripts, algorithms, databases, code, processes, discoveries, inventions, trade secrets, works of authorship (in any medium), logos, artwork, documents and other materials related to the business of the Assignor or otherwise conceived, created, or developed, alone or with others in connection with the business of the Assignor, whether or not patentable or copyrightable, together with any and all patents, copyrights, trade secrets and other intangible rights, including the goodwill associated with such intellectual property and all common law rights therein and applications to register therefor and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions and damages for any infringements occurring prior to or after the date of this Assignment (the "Intellectual Property"). Following such assignment, Assignee may exploit the Intellectual Property in any manner, including having third parties exercise its rights.

2. Recordation of Patents, Trademarks and Copyrights. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or non-United States

country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Intellectual Property to the Assignee.

3. Assistance. The Assignor agrees that, on and after the date of this Assignment and upon request and without further compensation (except reimbursement of reasonable out-of-pocket costs of compliance herewith), the Assignor will, and will take reasonable actions to cause Assignor's legal representatives and assigns to, do all lawful acts as are consistent with the provisions of this Assignment, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by the Assignee for obtaining, sustaining, maintaining, renewing and enforcing the rights in the Intellectual Property conveyed hereby, and for recording and maintaining the right and title conveyed to the Assignee herein, and Assignee's successors and assigns. The Assignor hereby appoints the Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignor, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in the Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. The Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed in and to be performed entirely within that State.

5. Successors. This Assignment shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

6. Severability. In the event that any provision of this Assignment shall be held unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the economic objectives of the original provision. The other parts of this Assignment shall remain in full force and effect.

7. Counterparts. This Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

*[Remainder of page intentionally left blank. Signatures follow.]*

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment to be made effective as of the date first written above.

ASSIGNOR

ASSIGNEE

DICK BLICK HOLDINGS, INC.

BLICK ART MATERIALS, LLC

By:   
Robert Buchsbaum  
President & Chief Executive Officer

By:   
Robert Buchsbaum  
Chief Executive Officer

*Signature page to Intellectual Property Assignment  
between  
Dick Blick Holdings, Inc. and Blick Art Materials, LLC*

**EXHIBIT A**

See attached.

*Exhibit A to Intellectual Property Assignment  
between  
Dick Blick Holdings, Inc. and Blick Art Materials, LLC*

## Intellectual Property

### DOMAIN NAMES

#### GODADDY

blicku.com  
artally.org  
artroomaid.com  
artroomaid.org  
totalart.xxx  
artmaterials.xxx  
blick-studio.xxx  
blickartmaterials.xxx  
blickstudio.xxx  
dick-blick-art-materials.xxx  
dick-blick-art-supplies.xxx  
dick-blick-art.xxx  
dick-blick.xxx  
dickblick.xxx  
dickblickart.xxx  
dickblickartmaterials.xxx  
dickblickartsupplies.xxx  
dick-blick-art-materials.biz  
dick-blick-art-materials.us  
dick-blick-art-supplies.biz  
dick-blick-art-supplies.us  
dick-blick-art.biz  
dick-blick-art.us  
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clickblickartmaterials.com  
clickblickartsupplies.com  
dick-blick-affiliate.com  
dick-blick-art-materials.com  
dick-blick-art-materials.info

#### NETWORK SOLUTIONS

art-supplies-museum.com  
artmaterials.com  
artstore.com  
artstores.com  
blick-art.com  
blick-studio.com  
blick-studio.net  
blick-studio.org  
blickartandcraft.com  
blickartmaterials.com  
blickartmaterials.net  
blickartmaterials.org  
blickstudio.com  
blickstudio.net  
blickstudio.org  
blicquidation.com  
db-secure.com  
dick-blick.com  
dick-blick.net  
dick-blick.org  
dickblick.com  
dickblick.net  
dickblick.org  
dickblickartmaterials.com  
dlickblick.com  
primaryartsupply.com  
total-art.com  
totalart.com  
totalart.net  
totalart.org

## DOMAIN NAMES

### GODADDY

dick-blick-art-materials.net  
dick-blick-art-materials.org  
dick-blick-art-supplies.com  
dick-blick-art-supplies.info  
dick-blick-art-supplies.net  
dick-blick-art-supplies.org  
dick-blick-art-supply.com  
dick-blick-art.com  
dick-blick-art.info  
dick-blick-art.net  
dick-blick-art.org  
dick-blick-coupons.com  
dick-blick-deals.com  
dick-blick-sale.com  
dick-blick-savings.com  
dick-blick-specials.com  
dick-blick.info  
dick-blick.ws  
dickblick.info  
dickblick.ws  
dickblickaffiliate.com  
dickblickartmaterials.net  
dickblickartmaterials.org  
dickblickartsupplies.com  
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dickblickartsupplies.org  
dickblickonline.com  
dickblicksale.com  
dickblickart.com  
canvasbythecase.com  
cheapercanvas.com  
cheapartcanvas.com  
blickamerica.com  
blickus.com  
pickblick.com  
cdickblick.com  
dicikblick.com  
dickb1ick.com  
dickbl8ck.com

### NETWORK SOLUTIONS



**DOMAIN NAMES**

**GODADDY**

dickblicj.com  
dickblickcom.com  
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dickblicm.com  
dickblifk.com  
dickblikc.com  
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**NETWORK SOLUTIONS**

## TRADEMARKS

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
BLICK	2,726,039	6/10/2003
THE ART STORE (STYLIZED WITH RED A)	3,218,379	3/13/2007
ARTISTS PICK BLICK	3,295,373	9/18/2007
THE ART STORE AND DESIGN	2,837,933	5/4/2004
MISCELLANEOUS DESIGN (FANCIFUL ARTIST) [Canada]	506339	1/11/1999
DICK BLICK ART MATERIALS [Canada]	508716	3/2/1999
ART GUILD AND DESIGN	1,917,283	9/05/1995
ArtRoomAid	3,901,695	1/4/2011
DICK BLICK ART MATERIALS [U.S.]	2,129,168	1/13/1998
MISCELLANEOUS DESIGN (FANCIFUL ARTIST) [U.S.]	2,129,167	1/13/1998
BLICK STUDIO	2,558,928	4/9/2002
MASTERSTROKE	2,616,498	9/10/2002

## REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Author/Claimant</u>
Blick Art Materials Website	VAu 1-069-961	08/31/2009	Dick Blick Holdings, Inc., dba Blick Art Materials
Dick Blick Art Materials	TX0005811277	07/30/2003	Dick Blick Interactive, Inc.