

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
Utrecht Manufacturing Corporation		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: 6

Property Type	Number	Word Mark
Registration Number:	3088657	MASTER'S SERIES
Registration Number:	2466111	
Registration Number:	2874879	STUDIO SERIES
Registration Number:	2330580	SUPREME PROFESSIONAL QUALITY UTRECHT
Registration Number:	2337034	UTRECHT
Registration Number:	4252561	UTRECHT

CORRESPONDENCE DATA

Fax Number: 3126321780
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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

CH \$165.00 3088657

Address Line 4: Chicago, ILLINOIS 60654

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

Total Attachments: 6

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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 UTRECHT MANUFACTURING CORPORATION, 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.

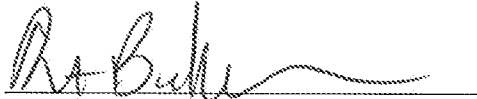
ASSIGNOR

ASSIGNEE

UTRECHT MANUFACTURING
CORPORATION

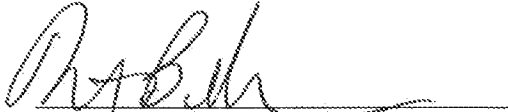
BLICK ART MATERIALS, LLC

By:



Robert Buchsbaum
Chief Executive Officer

By:



Robert Buchsbaum
Chief Executive Officer

*Signature page to Intellectual Property Assignment
between
Utrecht Manufacturing Corporation and Blick Art Materials, LLC*

EXHIBIT A

See attached.

*Exhibit A to Intellectual Property Assignment
between
Utrecht Manufacturing Corporation and Blick Art Materials, LLC*

Intellectual Property

DOMAIN NAMES

artsmartcard.com
artsmartcard.net
artsmartcards.com
artsmartcards.net
primaryartist.com
uartblog.com
uartblog.net
ultrecht.com
utrech.com
utrecht.com
utrechtart.biz
utrechtart.com
utrechtart.info
utrechtart.net
utrechtart.org
utrechtart.tv
utrechtart.us
utrechtartblog.com
utrechtartblog.net
utrechtartblogs.com
utrechtartblogs.net
utrechtartclay.com
utrechtartasel.com
utrechtartframe.com
utrechtartframes.com
utrechtartpaper.com
utrechtartsupply.com
utrechtartsupply.net
utrechtblog.com
utrecht-blog.com
utrechtblog.net
utrecht-blog.net
utrechtblogs.com
utrechtblogs.net
utrechtcontest.com
utrechtcoupons.com
utrechtdiscounts.com
utrechtfreeshipping.com
utrechtnj.com




*Page 1 of Exhibit A to Intellectual Property Assignment
between*

Utrecht Manufacturing Corporation and Blick Art Materials, LLC

QB\24517629.1

TRADEMARK
REEL: 005188 FRAME: 0806

Intellectual Property

REGISTERED TRADEMARKS					
Mark	Serial No.	Filed	Reg. No.	Issued	Owner of Record
MASTER'S SERIES	78/460,268	2004-08-02	3,088,657	2006-05-02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ08512
Miscellaneous Design 	75/546,067	1998-09-01	2,466,111	2001-07-03	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ08512
STUDIO SERIES	78/289,207	2003-08-19	2,874,879	2004-08-17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ08512
SUPREME PROFESSIONAL QUALITY UTRECHT and Design 	75/324,049	1997-07-14	2,330,580	2000-03-21	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04-04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ08512
UTRECHT and Design 	85/430,395	2011-09-23	4,252,561	2012-12-04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ08512

UNREGISTERED TRADEMARKS, TRADE NAMES, AND SERVICE MARKS
Utrecht Art Supply
Utrecht Art Supplies