

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CM COMPANIES, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lighthouse Management Group, Inc.		
Street Address:	900 Long Lake Road		
Internal Address:	Suite 180		
City:	New Brighton		
State/Country:	MINNESOTA		
Postal Code:	55112		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86110657	AHNI & ZOE	
Serial Number:	86117462	AZ	
Serial Number:	86110734	CREATIVE MEMORIES	
Serial Number:	86110699	INAWINK	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(612) 632-3375		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Lori L. Wiese-Parks		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	400362		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		
SIGNATURE:	/Cynthia Hefferan/		
DATE SIGNED:	07/15/2014		
Total Attachments: 10			

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SECOND AMENDMENT TO ASSIGNMENT

THIS SECOND AMENDMENT TO ASSIGNMENT is made this 1st day of July, 2014, by and between CM COMPANIES, LLC, d/b/a Ahni and Zoe by Creative Memories, with a principal place of business at 6401 8th Ave South, St Cloud, MN 56301 (hereinafter “Assignor”), and LIGHTHOUSE MANAGEMENT GROUP, INC., whose address is 900 Long Lake Road, Suite 180, New Brighton, MN 55112 (hereinafter “Assignee”).

WHEREAS, the Assignor has previously executed an Assignment pursuant to Minnesota Statutes § 577.11 et seq. dated May 27, 2014 and filed with the District Court in and for Stearns County, Minnesota, on May 28, 2014 (the “Assignment”);

WHEREAS, the Assignor and Assignee previously executed an Amendment to Assignment dated June 2, 2014 and filed with the District Court in and for Stearns County, Minnesota (the “First Amendment”);

WHEREAS, the Assignment and the First Amendment did not expressly include all right, title, and interest in the patents of the Assignor, as set forth on Exhibit A attached hereto (collectively, the “Patents”), in Schedule A-2 to the Assignment;

WHEREAS, the Assignor was formerly known as “The Antioch Company, LLC,” and pursuant to a certain Certificate of Merger of Antioch Framers Supply Company, LLC and Zeblooms, LLC into the Antioch Company, LLC, dated November 15 2013, and filed with the State of Delaware, Secretary of State on November 15, 2013, “The Antioch Company, LLC” is now known as “CM Companies, LLC”;

WHEREAS, and as of the date of this Amendment, one or more of the Patents may be registered to “The Antioch Company, LLC,” which is now known as “CM Companies, LLC”;

WHEREAS, the Assignment and the First Amendment did not expressly include all right, title, and interest in the trademarks of the Assignor, including the goodwill of the business associated therewith or symbolized thereby, as set forth on Exhibit B attached hereto (collectively, the “**Trademarks**”), in Schedule A-2 to the Assignment;

WHEREAS, the Assignment and the First Amendment did not expressly include all right, title, and interest in the internet domain names, URLs, websites and website content, and social media accounts of the Assignor, including the goodwill of the business associated therewith or symbolized thereby, as set forth on Exhibit C attached hereto (collectively, the “**Internet Property**”), in Schedule A-2 to the Assignment;

WHEREAS, the Assignor desires to amend the Assignment so as to clarify that the Patents, Trademarks, and Internet Property have been assigned to the Assignee;

WHEREAS, the Assignor recently acquired all ownership interest in the capital, profits and governance of CM Companies Canada, LLC represented by 100 common units of membership interest in CM Companies Canada, LLC (the “**Common Units**”);

WHEREAS, the Assignor desires to further amend the Assignment so as to assign to the Assignee all right, title, and interest in 100 of the Common Units (collectively, the “**Assigned Units**”) to the Assignee;

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby assigns to the Assignee, and the Assignee's successors and assigns, all right, title and interest in the Patents, Trademarks, including the goodwill of the business associated therewith or symbolized thereby, Internet Property, including the goodwill of the business associated therewith or symbolized thereby, and

the Assigned Units, to make explicit that the Patents, Trademarks, including the goodwill of the business associated therewith or symbolized thereby, Internet Property, including the goodwill of the business associated therewith or symbolized thereby, and the Assigned Units be included in the Assignment Property as set forth in the Assignment and subject to the terms of the Assignment as though they were originally expressly identified in the Assignment.

The Assignor consents to the appointment of the Assignee as a general receiver with respect to the Patents, Trademarks, Internet Property, and Assigned Units in accordance with Minnesota Statutes, chapters 576 and 577.

The Assignee shall take possession of and administer the Patents, Trademarks, Internet Property, and Assigned Units and shall liquidate the Patents, Trademarks, Internet Property, and Assigned Units with reasonable dispatch, collect all claims and demands hereby assigned as and to the extent they may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of the liquidations and collections in accordance with Minnesota Statutes, chapters 576 and 577. The Assignee shall then pay and discharge in full, to the extent that funds are available from the Patents, Trademarks, Internet Property, and Assigned Units after payment of expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on the debts and liabilities in full, in accordance with Minnesota Statutes, chapters 576 and 577.

In the event that all debts and liabilities are paid in full, the remainder of the Patents, Trademarks, Internet Property, and Assigned Units shall be returned to the Assignor.

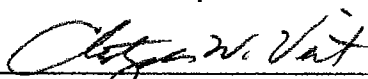
To accomplish the purposes of this assignment, the Assignor hereby irrevocably appoints the Assignee as the Assignor's true and lawful attorney-in-fact, with full power and authority to

do all acts and things which may be necessary to execute and fulfill the assignment hereby created, to the same extent as the acts and things might be done by the Assignor in the absence of this assignment, including, but not limited to, the power to demand and recover from all persons all Assignment Property, including the Patents, Trademarks, Internet Property, and Assigned Units; to sue for the recovery of Assignment Property, including the Patents, Trademarks, Internet Property, and Assigned Units; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances, and to grant and convey any or all of the real or personal property of the Assignment Property, including the Patents, Trademarks, Internet Property, and Assigned Units, pursuant thereto; and to appoint one or more attorneys to assist the Assignee in carrying out the Assignee's duties hereunder.

Dated this 1st day of July, 2014

ASSIGNOR:

CM COMPANIES, LLC,
a Delaware limited liability company



By Christopher W. Veit
Its Chief Executive Officer

ACCEPTANCE

The Assignee hereby accepts the Assignment Property, including the Patents, Trademarks, Internet Property, and Assigned Units, and agrees faithfully and without delay to carry out the Assignee's duties under the foregoing assignment.

Dated this 1st day of July, 2014

ASSIGNEE:

LIGHTHOUSE MANAGEMENT GROUP, INC.
A Minnesota corporation


By: James A. Bartholomew
Its: President

Exhibit A

Patents

All right, title and interest in and to the following:

<u>File Number</u>	<u>Country</u>	<u>Status,</u> <u>Filing Date,</u> <u>App. Serial No.</u>	<u>Pat/Reg No.,</u> <u>Issue/Reg Date</u>	<u>Title</u>
1120.103101	US	Issued Filed: 2/13/2002 Serial #: 29/155,650	Issued: 1/7/2003 Pat. #: D468,343 Latest Expiration: 1/7/2017	Title: Paper Cutter
1120.104101	US	Issued Filed: 5/12/1999 Serial #: 09/310,269	Issued: 4/17/2001 Pat. #: 6,216,577 Latest Expiration: 5/12/2019	Title: Guided Cutting System
1120.104211	Canada	Issued Filed: 4/11/2000 Serial #: 2,372,922	Issued: 1/13/2009 Pat. #: 2372922 Latest Expiration: 1/13/2019	Title: Guided Cutting System
1120.104441	Japan	Issued Filed: 11/9/2002 Serial #: 2004506521	Issued: 04/06/2011 Pat. #: 4464510 Latest Expiration: 4/11/2020	Title: Guided Cutting System
1120.104102	US	Issued Filed: 3/13/2001 Serial #: 09/804,881	Issued: 6/10/2003 Pat. #: 6,575,068 Latest Expiration: 5/12/2019	Title: Guided Cutting System
1120.104212	Canada	Issued Filed: 10/10/2007 Serial #: 2,602,409	Issued: 6/1/2010 Pat. #: 2602409 Latest Expiration: 6/1/2020	Title: Guided Cutting System
1120.105101	US	Issued Filed: 12/13/1996 Serial #: 08/764,195	Issued: 12/15/1998 Pat. #: 5,848,851 Latest Expiration: 12/13/2016	Title: Cover Holder for Photograph Album
1120.105211	Canada	Issued Filed: 11/7/1997 Serial #: 2,274,475	Issued: 10/31/2006 Pat. #: 2274475 Latest Expiration: 11/7/2016	Title: Cover Holder for Photograph Album
1120.106101	US	Issued Filed: 5/12/1999 Serial #: 29/104,769	Issued: 4/4/2000 Pat. #: D422,188 Latest Expiration: 4/4/2014	Title: Cutter for Use With a Guiding Template (Design)
1120.106441	Japan	Issued Filed: 11/11/1999 Serial #: 11-31226	Issued: 7/19/2001 Pat. #: 1120646 Latest Expiration: 7/19/2016	Title: Cutter for Use With a Guiding Template (Original Design)
1120.106442	Japan	Issued Filed: 11/11/1999 Serial #: 11-31227	Issued: 7/19/2001 Pat. #: 1121182 Latest Expiration: 7/19/2016	Title: Cutter for Use With a Guiding Template (Affiliated Design)
1120.107101	US	Issued Filed: 7/31/2000 Serial #: 29/127,149	Issued: 6/12/2001 Pat. #: D443,536 Latest Expiration: 6/12/2015	Title: Cutting Template (Design)
1120.111101	US	Issued Filed: 2/26/2001 Serial #: 29/137,658	Issued: 11/27/2001 Pat. #: D451,110 Latest Expiration: 11/27/2015	Title: Circular Blade (Design)
1120.111102	US	Issued Filed: 2/26/2001 Serial #: 29/137,683	Issued: 11/27/2001 Pat. #: D451,111 Latest Expiration: 11/27/2015	Title: Circular Blade (Design)
1120.108101	US	Issued Filed: 1/23/1998 Serial #: 09/012,670	Issued: 11/28/2000 Pat. #: 6,153,047 Latest Expiration: 1/23/2018	Title: Improved Page Binding Machine and Method

Exhibit B

Trademarks

All right, title and interest in and to the following, including the goodwill of the business associated therewith or symbolized thereby:

Trademark	Client/Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AHNI & ZOE	38096/00014/ United States of America <i>Class(es):</i> 9, 16, 20, 35 <i>Client:</i> The Antioch Company, LLC <i>Agent Name:</i> <i>Owner Name:</i>	86/110,657 05-Nov-2013	27-May-2014	<i>Attorney(s):</i> ABS <i>Client Ref:</i> <i>Agent Ref:</i>	Published
AZ (Stylized)	38096/00017/ United States of America <i>Class(es):</i> 9, 16, 20, 35 <i>Client:</i> The Antioch Company, LLC <i>Agent Name:</i> <i>Owner Name:</i> The Antioch Company, LLC	86/117,462 13-Nov-2013	27-May-2014	<i>Attorney(s):</i> ABS <i>Client Ref:</i> <i>Agent Ref:</i>	Published
CREATIVE MEMORIES	38096/00016/ United States of America <i>Class(es):</i> 9, 16, 20, 35 <i>Client:</i> The Antioch Company, LLC <i>Agent Name:</i> <i>Owner Name:</i> The Antioch Company, LLC	86/110,734 05-Nov-2013	27-May-2014	<i>Attorney(s):</i> ABS <i>Client Ref:</i> <i>Agent Ref:</i>	Published
INAWINK	38096/00015/ United States of America <i>Class(es):</i> 9 <i>Client:</i> The Antioch Company, LLC <i>Agent Name:</i> <i>Owner Name:</i> The Antioch Company, LLC	86/110,699 05-Nov-2013	01-Apr-2014	<i>Attorney(s):</i> ABS <i>Client Ref:</i> <i>Agent Ref:</i>	Published

Exhibit C
Internet Property

All right, title and interest in and to the following, including the goodwill of the business associated therewith or symbolized thereby:

Date Registered	Expiry Date	Domain Name
AHNI AND ZOE BY CREATIVE MEMORIES		
Jul 2 2013	Jul 2 2019	ahniandzoe.ca
Jul 2 2013	Jul 2 2019	ahniandzoe.com
Apr 3 2014	Apr 3 2015	ahniandzoephoto.ca
Apr 2 2014	Apr 2 2015	ahniandzoephoto.com
October 19, 2013	October 19, 2014	ahniandzoebycm.com
October 19, 2013	October 19, 2014	ahniandzoebycm.net
October 20, 2013	October 20, 2014	ahniandzoebycm.ca
October 19, 2013	October 19, 2014	ahniandzoebycreativememories.biz
October 19, 2013	October 19, 2014	ahniandzoebycreativememories.com
October 19, 2013	October 19, 2014	ahniandzoebycreativememories.net
October 19, 2013	October 19, 2014	ahnizebycreativememories.biz
October 19, 2013	October 19, 2014	ahnizebycreativememories.com
October 19, 2013	October 19, 2014	ahnizebycreativememories.net
October 19, 2013	October 19, 2014	ahnizecreativememories.com
October 19, 2013	October 19, 2014	ahnizecreativememories.net
October 20, 2013	October 20, 2014	ahniandzoebycreativememories.ca
October 20, 2013	October 20, 2014	ahniandzoebycreativememories.info
October 20, 2013	October 20, 2014	ahniandzoebycreativememories.org
October 20, 2013	October 20, 2014	ahniandzoeactivememories.ca
October 20, 2013	October 20, 2014	ahniandzoeactivememories.info
October 20, 2013	October 20, 2014	ahniandzoeactivememories.org
October 20, 2013	October 20, 2014	ahnizebycreativememories.ca
October 20, 2013	October 20, 2014	ahnizebycreativememories.info
October 20, 2013	October 20, 2014	ahnizebycreativememories.org
October 20, 2013	October 20, 2014	ahnizecreativememories.ca
October 20, 2013	October 20, 2014	ahnizecreativememories.info
October 20, 2013	October 20, 2014	ahnizecreativememories.org
October 20, 2013	October 20, 2014	ahniandzoeactivememories.net
October 20, 2013	October 20, 2014	ahniandzoeactivememories.com
Jun 17 2013	Jun 17 2015	inawinkapp.ca
Jun 17 2013	Jun 17 2015	inawinkapp.com
CREATIVE MEMORIES		
Sep 23 2010	Sep 23 2014	albumofhope.com
Dec 10 2009	Aug 21 2014	antiochcompany.com
Nov 15 2009	Aug 21 2014	antiochcompany.net
Nov 15 2009	Aug 21 2014	antiochcompany.org
Jun 19 2012	Jun 19 2015	antiochphoto.com
Nov 15 2009	Aug 23 2014	cmalbums.net
Nov 14 2009	Aug 23 2014	cmalbums.org
Nov 23 2009	Oct 3 2014	cmc-creativememories.com
Dec 16 2009	Dec 8 2014	cmc-network.com
Nov 15 2009	Aug 23 2014	cmc-network.net
Nov 15 2009	Aug 23 2014	cmc-network.org

Nov 23 2009	Jan 30 2015	cmcreativememories.com
Nov 24 2009	Sep 22 2014	cnmemories.com
Dec 11 2009	May 2 2015	cnmemorymanager.com
Dec 11 2009	Nov 30 2014	cmphotocenter.com
Nov 18 2009	Nov 11 2014	creatingmemories.net
Dec 14 2011	Oct 2 2014	creative-memories.at
Nov 11 2013	Nov 11 2014	creative-memories.ca
Dec 7 2009	Dec 21 2014	creative-memories.com
Mar 9 2010	Jun 22 2015	creative-memories.com.mx
Jun 7 2012	Jun 7 2015	creative-memories.de
Jun 9 2012	Aug 31 2014	creative-memories.eu
Dec 7 2009	Feb 10 2015	creativememories-network.com
Dec 29 2009	Dec 29 2014	creativememories-network.de
Dec 7 2009	Dec 7 2014	creativememories-scrapbook.com
Dec 7 2009	Dec 7 2014	creativememories-scrapbooking.com
Jul 15 2010	Oct 2 2014	creativememories.at
Dec 7 2009	Aug 27 2014	creativememories.biz
Jan 25 2010	Aug 15 2014	creativememories.ca
Apr 11 2012	Aug 25 2014	creativememories.co.uk
Dec 17 2009	Sep 29 2014	creativememories.com
Jun 9 2012	Jun 9 2015	creativememories.de
Apr 11 2012	Apr 10 2015	creativememories.org.uk
Jan 7 2010	Jan 7 2015	creativememories4u.com
Nov 30 2009	Aug 18 2014	creativememoriesalbum.com
Nov 30 2009	Mar 4 2015	creativememoriescom.com
Nov 30 2009	Mar 4 2015	creativememoriesevent.com
Nov 30 2009	Jan 31 2015	creativememorieshome.com
Nov 30 2009	Apr 24 2015	creativememoriesmagazine.com
Feb 7 2010	Dec 29 2014	creativememoriesphotocenter.com
Oct 22 2012	Aug 16 2016	creativememoriespress.ca
Oct 22 2012	Aug 16 2016	creativememoriespress.com
Jan 21 2014	Jan 21 2015	creativememoriesproduction.com
Nov 30 2009	Jan 29 2015	creativememoriesproductions.com
Nov 30 2009	Apr 30 2015	creativememoriesscrabbook.com
Nov 30 2009	Jan 31 2015	creativememoriesscrabbooking.net
Dec 7 2009	Jan 31 2015	creativememoriessite.com
Nov 30 2009	May 4 2015	creativememoriesucks.com
Nov 30 2009	Aug 23 2014	creativememoriesucks.net
Dec 1 2009	Aug 23 2014	creativememoriesucks.org
Nov 30 2009	May 4 2015	creativememoriesucks.com
Dec 1 2009	Aug 23 2014	creativememoriesucks.net
Dec 1 2009	Aug 23 2014	creativememoriesucks.org
Dec 7 2009	Aug 19 2014	creativememories.com
Dec 9 2009	Jun 24 2015	faithbooking.com
Sep 23 2010	Sep 23 2014	fullofflovebook.com
Aug 11 2011	Apr 11 2015	hopeinaction.com
Feb 15 2011	Feb 15 2015	imagebound.net

Dec 10 2009	Sep 23 2014	mycmhome.com
Dec 10 2009	Sep 23 2014	mycmsite.com
Jul 25 2011	Jul 25 2014	myhopeinaction.com
Dec 8 2009	Feb 27 2015	personaimprints.com
Jul 15 2010	Jul 14 2015	pxlcafe.biz
Dec 9 2010	Jun 18 2015	pxlcafe.com
Jul 15 2010	Jul 15 2015	pxlcafe.net
Jul 15 2010	Jul 15 2015	pxlcafe.org
Sep 3 2013	Sep 2 2014	sbapps.biz

URL/Name

www.facebook.com/creativememories
<http://www.pinterest.com/ahnizoe/>
https://twitter.com/Creative_Mems
<https://www.youtube.com/user/CreativeMemoriesVids>
<https://www.linkedin.com/company/creative-memories>
 AHNIANDZOEBYCM

CHANNEL

Facebook
 Pintrest
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 You Tube
 Linked In
 Instagram

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