

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327225

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Antioch Company, LLC and its Affiliated Debtors Liquidating Trust		10/30/2014	TRUST: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Haramaki Holdings Limited		
<b>Street Address:</b>	43 Gage Street		
<b>Internal Address:</b>	3G New Central Mansion		
<b>City:</b>	Central		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	CORPORATION: HONG KONG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1700549	THE CREATIVE MEMORIES COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Email:</b>	ip@fredlaw.com, rgin@fredlaw.com		
<b>Correspondent Name:</b>	Jessica D.H. Allen		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	71838.1		
<b>NAME OF SUBMITTER:</b>	Jessica D.H. Allen		
<b>SIGNATURE:</b>	/Jessica D.H. Allen/		
<b>DATE SIGNED:</b>	12/23/2014		
<b>Total Attachments: 4</b>			
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source=The Antioch Co LLC & Debtors (Assign) to Harakami 71838.1 US MEMORIES COLLECTION#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), dated as of this 30th day of October, 2014, is made by The Antioch Company, LLC, and its Affiliated Debtors Liquidating Trust ("Assignor"), in favor of Haramaki Holdings Limited ("Assignee"), the purchaser of certain assets of Assignor pursuant to a Purchase Agreement between Assignor and Assignee, dated as of July 2, 2014 ("PA").

WHEREAS, Assignor and Assignee have entered into the PA, under which Assignor sold, transferred, assigned and conveyed to Assignee certain intellectual property and agreed to execute and deliver this Agreement for recording with governmental authorities.

NOW, THEREFORE, for and in consideration for the execution of the PA, the payment of the consideration stipulated in the PA and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledged, and in all cases subject to the terms and conditions of the PA, Assignor hereby sells, transfers, assigns and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, if any, provided that, with respect to the United States intent-to-use trademark applications set forth in Exhibit A hereto, the transfer of such applications accompanies, pursuant to the PA, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, the goodwill of the business associated with the Marks, all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith. The parties acknowledge and agree that the representation, warranties, covenants, agreements and indemnities contained in the PA are not superseded hereby but shall remain in full force and effect to the full extent provided therein.



IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date first written above.

**ASSIGNOR:**

The Antioch Company, LLC and its  
Affiliated Debtors Liquidating Trust

By: \_\_\_\_\_  
Print Name: Mark Hooley  
Its: Its Liquidating Trustee

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On this \_\_\_\_\_ day of October, 2014, before me personally appeared Mark Hooley to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public  
(NOTARY SEAL)

**ASSIGNEE:**

Haramaki Holdings Limited

By: \_\_\_\_\_  
Print Name: Mark Wing Han Winnie Teresina  
Its: Company Secretary

STATE OF SS HONG KONG )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this 17<sup>th</sup> day of October 2014, before me personally appeared MARK WING HAN WINNIE TERESINA to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public  
(NOTARY SEAL)

Nicholas Eugene Francis Bodnar-Horvath  
Notary Public  
Hong Kong SAR



**EXHIBIT A**

Trademark	Serial/Reg. No	Country
THE CREATIVE MEMORIES COLLECTION	702640	Australia
CAPTURE LIFE	TMA582120	Canada
CORNERS 'N BORDERS	TMA575987	Canada
CREATIVE MEMORIES... WE'RE THE ONES WHO HELP YOU GET IT DONE	TMA561963	Canada
LANDSCAPE	TMA531169	Canada
LARGELY LITERARY	TMA476558	Canada
MEMORANZA	TMA738976	Canada
NATIONAL SCRAPBOOK DAY	TMA563555	Canada
POWER LAYOUTS	TMA583782	Canada
RESOURCE ONE	TMA524853	Canada
SIMPLE PAGES COMPLETED ALBUMS	TMA647284	Canada
STORY LINES	TMA584953	Canada
	TMA523502	Canada
	TMA620783	Canada
	TMA567139	Canada
MEMORANZA	4967935	Japan
THE CREATIVE MEMORIES COLLECTION	1700549	U.S.
	1640452	U.S.
	1772932	U.S.