

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Image Source, Inc.		05/21/2014	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Lifetouch Portrait Studios Inc.		
Street Address:	11000 Viking Drive, Suite 400		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3926583	MYONLINEPORTRAITS.COM	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	dmattessich@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	Merchant & Gould P.C.		
Address Line 2:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	15235.8 (3926583)		
NAME OF SUBMITTER:	Danielle I. Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	02/01/2015		
Total Attachments: 3			
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OP \$40.00 3926583

SECOND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS SECOND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Second Intellectual Property Assignment Agreement") is made as of May 21, 2014 the ("Effective Date") by Charles A. Stanziale, Jr. (the "Seller"), as chapter 7 trustee for the bankruptcy estates of the Debtors (as defined in the Amended and Restated Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2013, between the Seller and Lifetouch Portrait Studios Inc., a Minnesota corporation (the "Buyer"). Capitalized terms used in this Intellectual Property Assignment Agreement shall have the meanings specified in the Asset Purchase Agreement unless otherwise expressly defined herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, the Seller Sold to the Buyer the Acquired Assets, including all copyrights, patents, domain names, trademarks and trade names, web sites, trade secrets, inventions, know how, customer lists and other customer information, other confidential information and other intellectual property utilized in, related to, or arising from the Business, as well as any customer information available for sale, together with all goodwill associated with any of the Acquired Assets but expressly excluding the Excluded Assets as listed on Exhibit B of the Asset Purchase Agreement (the "Acquired Intellectual Property").

The Seller executed and delivered an Intellectual Property Assignment Agreement, as of August 8, 2013, conveying the Acquired Intellectual Property, including the trademarks scheduled on Exhibit A to the Intellectual Property Assignment Agreement. Upon further review and discovery, the Trademarks listed on Exhibit A hereto (the "Additional Trademarks") should have been included.

On the terms and subject to the conditions of the Asset Purchase Agreement, the Seller does hereby sell, transfer, convey and deliver to the Buyer free and clear of all liens, claims and encumbrances, all of CPI Bankruptcy Estates' right, title and interest in and to the Additional Trademarks together with all goodwill associated with the Additional Trademarks and all trademark registrations, applications and renewals in connection therewith and all corresponding foreign applications, corresponding domestic applications including any extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations and post-grant reviews, and all equivalent or similar rights anywhere in the world, stemming from the Additional Trademarks and all claims for damages by reason of present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. Seller does not warrant that it has any interest in the Additional Trademarks.

The Seller agrees that it shall, on the terms and subject to the conditions of the Asset Purchase Agreement, pursuant to Section 17 of the Asset Purchase Agreement, execute and deliver to the Buyer any and all further materials, documents, and instruments of conveyance, transfer and assignment and to take such further action as may reasonably be requested by Buyer to effect, record or verify the transfer to, and vesting in Buyer, of the CPI Bankruptcy Estates' right, title and interest in and to the Acquired Intellectual Property.

IN WITNESS WHEREOF, the undersigned has caused this Second Intellectual Property Assignment Agreement to be duly executed as of the Effective Date.

SELLER:

Charles A. Stanziale, Jr., as chapter 7 trustee for
the Debtors

By: 

Name: Charles A. Stanziale, Jr.

Title: Chapter 7 Trustee

EXHIBIT A

TRADEMARKS

U.S. and Canadian Trademark Applications and Registrations

MARK	COUNTRY	REGISTRATION OR APPLICATION NO.	REGISTRATION/FILING DATE
PORTRAIT CREATIONS	Canada	TMA620,215	September 21, 2004
MYPORTRAITS.COM	Canada	TMA593,748	October 31, 2003
myonlineportraits.com	United States	3,926,583	March 1, 2011