

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336194

<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>
Image Trends Inc.		03/18/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astral Images Corporation		
<b>Street Address:</b>	401 Congress Avenue		
<b>Internal Address:</b>	Suite 1650		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4371171	DIGITAL ICE	
<b>Registration Number:</b>	4349322	DIGITAL ICE	
<b>Registration Number:</b>	3547311	IMAGE TRENDS	
<b>Registration Number:</b>	3349160		
<b>Serial Number:</b>	77574002	SCANMASTER	
<b>Serial Number:</b>	77029724		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
<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>Phone:</b>	(858) 720-8924		
<b>Email:</b>	TQuist@sheppardmullin.com		
<b>Correspondent Name:</b>	DANIEL N. YANNUZZI		
<b>Address Line 1:</b>	12275 El Camino Real		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	43RL-208150		
<b>NAME OF SUBMITTER:</b>	Daniel N. Yannuzzi		
<b>SIGNATURE:</b>	/Daniel N. Yannuzzi #36727/		

CH \$165.00 4371171

<b>DATE SIGNED:</b>	03/25/2015
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**Total Attachments: 8**  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment (this "Assignment") is made as of March 18, 2015, between Image Trends Inc., a Delaware corporation and a debtor-in-possession in a chapter 11 case pending in the United States Bankruptcy Court ("Assignor"), and Astral Images Corporation, a Delaware corporation ("Assignee"). The Assignor and the Assignee are sometimes referred to herein individually as a "Party", and collectively, as the "Parties".

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Amended and Restated Asset Purchase Agreement dated as of February 9, 2015 (as amended, the "Asset Purchase Agreement"), which was approved by the United States Bankruptcy Court for the Western District of Texas, Austin Division ("Bankruptcy Court") pursuant to that certain Order (I) Authorizing and Approving the Sale of Certain Designated Assets of Image Trends Inc. Free and Clear of all Liens, Claims, Encumbrances and Interests, and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts in Connection With the Sale entered on March 3, 2015, as supplemented by that certain Supplemental Order (I) Authorizing and Approving the Sale of Certain Designated Assets of Image Trends Inc. Free and Clear of all Liens, Claims, Encumbrances and Interests, and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts in Connection with the Sale, entered on March 11, 2015 (the "Sale Order"), pursuant to which and as set forth therein, Assignee desires to acquire from Assignor, and Assignor desires to sell, convey, transfer and assign to Assignor, the Purchased Assets (as defined in the Asset Purchase Agreement), together with certain obligations and liabilities, all in the manner and subject to the terms and conditions approved in the Sale Order and set forth in the Asset Purchase Agreement and in accordance with Sections 363 and 365 and other applicable provisions of the title 11 of the United States Code; and

WHEREAS, Assignee wishes to acquire the entire and exclusive right, title and interest in and to the Assigned Intellectual Property (as defined below) and Assignor wishes to assign to Assignee all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements of the Parties contained herein, payment by the Assignee of the Consideration (as defined in the Asset Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Assignment but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

**ARTICLE II  
ASSIGNED INTELLECTUAL PROPERTY**

Section 2.01 Assignment. Assignor hereby irrevocably grants, transfers, sells and assigns to Assignee exclusively, in perpetuity and throughout the universe, all of Assignor's right, title and interest in and to the intellectual property described on Schedule A attached hereto (collectively, the "Assigned Intellectual Property") and any registrations therefor (including any and all rights to obtain renewals, extensions or reinstatements of registrations and any applications for registration), together with (i) any and all goodwill represented or symbolized by the Assigned Intellectual Property, (ii) all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, (iii) all rights, demands, claims, actions, or causes of action of Assignor against third parties relating thereto and (iv) the right to conduct business under the Assigned Intellectual Property.

Section 2.02 No Further Use. Assignor hereby covenants and agrees that it shall cease and refrain from all further use of the Transferred IP Assets and any colorable imitation thereof in all countries of the world as of the date hereof.

**ARTICLE III  
MISCELLANEOUS**

Section 3.01 Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 3.02 Entire Agreement. This Assignment, together with the Asset Purchase Agreement and any other agreements contemplated hereby or thereby, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter hereof.

Section 3.03 Conflicts with Asset Purchase Agreement. This Assignment shall be subject in all respects to the Asset Purchase Agreement and shall be construed so as to carry out the intentions of the parties thereto as expressed in the Asset Purchase Agreement and as approved by the Sale Order. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern.

Section 3.04 Further Assurances. Assignor hereby covenants and agrees to reasonably cooperate and assist Assignee, at Assignee's expense, in perfecting and preserving Assignee's interest in the Assigned Intellectual Property in any jurisdiction throughout the world, including by promptly executing any agreements or recording any interest granted to Assignee under this Assignment in any jurisdiction, so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties caused this Assignment to be duly executed by their respective authorized representatives on the day and year first above written.

**ASSIGNOR:**

**IMAGE TRENDS INC.**

By: 

Name: Terry Chase Hazell

Title: CEO and Sole Director

**ASSIGNEE:**

**ASTRAL IMAGES CORPORATION**

By: \_\_\_\_\_

Name:

Title:

[Signature page to Assignment of Intellectual Property]

**TRADEMARK**  
**REEL: 005485 FRAME: 0644**

IN WITNESS WHEREOF, the Parties caused this Assignment to be duly executed by their respective authorized representatives on the day and year first above written.

**ASSIGNOR:**

**IMAGE TRENDS INC.**

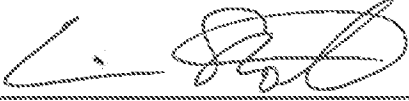
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**ASTRAL IMAGES CORPORATION**

By:  \_\_\_\_\_

Name: Eric Stober

Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

**TRADEMARK**  
**REEL: 005485 FRAME: 0645**

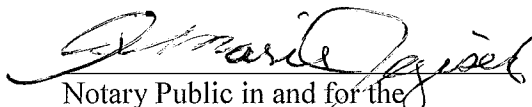
ACKNOWLEDGMENT

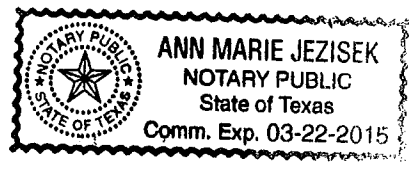
STATE OF TEXAS            )  
  )  
COUNTY OF Travis            )        ss.

On this 17<sup>th</sup> day of March, in the year 2015, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Terry Chase Hazel personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

  
Notary Public in and for the  
aforesaid County and State



[Signature page to Assignment of Intellectual Property]



SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



7. **Image Trends Logos and Marks**

**“Digital ICE” logo**

4,371,171

Registered 07/23/2013

8. **“DIGITAL ICE” words**

4,349,322

Registered 06/11/2013

9. **“Image Trends” words**

3,547,311

Registered 12/16/2008

10. **“Image Trends” logo**

3,349,160

Registered 12/04/2007

(early version 77/029724 abandoned 03/25/2007)

11. **“ScanMaster” words**

77574002

Applied 09/19/2008

12. **Image Trends Diamonds-in-Oval Logo**

77029724

Abandoned 03/25/2007 This was the color logo. Once there is a B&W logo, no color logo is required to be registered.

