

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376132

<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>
New England Art Publishers, Inc.		03/03/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deluxe Small Business Sales, Inc.		
<b>Street Address:</b>	3680 Victoria Street North		
<b>City:</b>	Shoreview		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2546848	BIRCHCRAFT PREMIERE BUSINESS	
<b>Registration Number:</b>	2437518	CHERISHED HEARTS	
<b>Registration Number:</b>	1804442	NEW ENGLAND ART PUBLISHERS	
<b>Registration Number:</b>	1987220	BIRCHCRAFT STUDIOS	
<b>Registration Number:</b>	2571909	EVERLASTING LOVE COLLECTION	
<b>Registration Number:</b>	2632365	ROMANTIC HEARTS	
<b>Registration Number:</b>	2319891	TIMELESS LOVE COLLECTION	
<b>Registration Number:</b>	2087844	HEARTS & FLOWERS	
<b>Registration Number:</b>	2974535	ESPECIALLY FOR THE HOLIDAYS	
<b>Registration Number:</b>	4101571	B	
<b>Serial Number:</b>	86295656	IT'S YOUR LIFE, SHARE IT.	
<b>Serial Number:</b>	86295663	MY LIFE GREETINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	612.371.5213		
<b>Email:</b>	deluxetm@merchantgould.com		
<b>Correspondent Name:</b>	Heather J. Kliebenstein		

CH \$315.00 2546848

**Address Line 1:** P.O. Box 2910  
**Address Line 4:** Minneapolis, MINNESOTA 55402-0910

**ATTORNEY DOCKET NUMBER:** 12839.00000008

**NAME OF SUBMITTER:** Heather J. Kliebenstein

**SIGNATURE:** /Heather J. Kliebenstein/

**DATE SIGNED:** 03/09/2016

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

March 3, 2016

A. New England Art Publishers, Inc., a Massachusetts corporation (“Assignor”), is the owner of these certain trademarks listed on Exhibit A attached hereto (the “Marks”); and

B. Deluxe Small Business Sales, Inc., a Minnesota corporation (“Assignee”), and Assignor are parties to an Asset Purchase Agreement (the “Purchase Agreement”) whereby Assignor conveys, transfers, and assigns to Assignee, among other assets, certain intellectual property of Assignor including the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment. Assignor hereby conveys, transfers, and assigns to Assignee all of its right, title and interest in and to each of the Marks, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.

2. Acceptance. Assignee accepts all right, title, and interest in the Marks.

3. Miscellaneous. (a) Assignor agrees that it will, upon reasonable request, and without further consideration, and at Assignee’s sole cost and expense, do such things and execute such further documents as are reasonably necessary to vest all right, title and interest in and to the Marks in Assignee, its successors, assigns and legal representatives or nominees.

(b) This Assignment Agreement (“Agreement”) and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(c) This Agreement is made subject to all of the representations, warranties, and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern. For the avoidance of doubt, each of Assignor and Assignee agree that all remedies for a breach hereof shall be addressed under the provisions of the Purchase Agreement.

(d) This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based on or arising out of or relating to this Agreement and the transaction contemplated thereby will be construed under and governed by the laws of the State of Minnesota.

(e) This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

NEW ENGLAND ART PUBLISHERS, INC.

By: [Signature]  
Its: President

STATE OF MA. )  
 )ss:  
COUNTY OF Plymouth )

On this 3rd day of March, 2016, personally appeared Tyson Evans, to me known and known to be the President/CEO of New England Art Publishers, Inc., a Massachusetts corporation and acknowledged that he/she executed the foregoing Agreement on behalf of said corporation pursuant to authority duly received.

[Signature]  
Notary Public

**ASSIGNEE:**

DELUXE SMALL BUSINESS SALES, INC.

By: [Signature]  
Its: CEO SMALL BUSINESS SALES

STATE OF Minnesota )  
 )ss:  
COUNTY OF Wadena )

On this 3rd day of March, 2016, personally appeared Malcolm John McRoberts, to me known and known to be the President of Deluxe Small Business Sales, Inc. a Minnesota corporation, and acknowledged that he/she executed the foregoing Agreement on behalf of said corporation pursuant to authority duly received.

[Signature]  
Notary Public  
Cornelius F. Sullivan  
My Commission Expires: 12-17-2021

[Signature Page to Trademark Assignment Agreement]



  
LAURA B. WOODWARD  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 26, 2022

EXHIBIT A

Owner: New England Art Publishers, Inc.

U.S. Trademark Registrations

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
BIRCHCRAFT PREMIERE BUSINESS	2,546,848	March 12, 2002	Renewal due March 12, 2022.
CHERISHED HEARTS	2,437,518	March 20, 2001	Renewal due March 20, 2021.
NEW ENGLAND ART PUBLISHERS	1,804,442	November 16, 1993	Renewal due November 16, 2023.
BIRCHCRAFT STUDIOS	1,987,220	July 16, 1996	Renewal due July 16, 2016.
EVERLASTING LOVE COLLECTION	2,571,909	May 21, 2002	Renewal due May 21, 2022.
ROMANTIC HEARTS	2,632,365	October 8, 2002	Renewal due October 8, 2022.
TIMELESS LOVE COLLECTION	2,319,891	February 15, 2000	Renewal due February 15, 2020.
HEARTS & FLOWERS	2,087,844	August 12, 1997	Renewal due August 12, 2017.
ESPECIALLY FOR THE HOLIDAYS	2,974,535	July 19, 2005	Renewal due July 19, 2025.
	4,101,571	February 21, 2012	Section 8 due between February 21, 2017 and February 21, 2018.

U.S. Trademark Applications

<b>Trademark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Status</b>
IT'S YOUR LIFE, SHARE IT.	86/295,656	May 30, 2014	Awaiting Certificate of Registration.
MY LIFE GREETINGS	86/295,663	May 30, 2014	Awaiting Certificate of Registration.