

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384559

<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>
Children's Wear Digest, Inc.		04/15/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plow & Hearth, LLC		
<b>Street Address:</b>	7021 Wolfstown-Hood Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22727		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1967546	CHILDREN'S WEAR DIGEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8007743837		
<b>Email:</b>	cblack@plowandhearth.com		
<b>Correspondent Name:</b>	Cheryl L Black		
<b>Address Line 1:</b>	Plow & Hearth, LLC		
<b>Address Line 2:</b>	7021 Wolfstown-Hood Rd		
<b>Address Line 4:</b>	Madison, VIRGINIA 22727		
<b>NAME OF SUBMITTER:</b>	Cheryl L Black		
<b>SIGNATURE:</b>	/CLB/		
<b>DATE SIGNED:</b>	05/17/2016		
<b>Total Attachments: 7</b>			
source=USPTO Assignment Documentation#page1.tif			
source=USPTO Assignment Documentation#page2.tif			
source=USPTO Assignment Documentation#page3.tif			
source=USPTO Assignment Documentation#page4.tif			
source=USPTO Assignment Documentation#page5.tif			

OP \$40.00 1967546

source=USPTO Assignment Documentation#page6.tif

source=USPTO Assignment Documentation#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement") is delivered as of April 15, 2016, pursuant to, and is subject to all of, the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 15, 2016, by and among Children's Wear Digest, Inc., a Virginia corporation ("Assignor") and Plow & Hearth, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant and subject to the terms of the Purchase Agreement, Assignor has agreed to sell, assign, and transfer Assignor's right, title and interest in the Intellectual Property related to the Business;

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire right, title and interest in and to the Intellectual Property, Assignor is executing this instrument of assignment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### Section 1. Assignment of Intellectual Property

a. Assignment of Trademarks. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including without limitation, any and all common law rights thereto and registrations and applications for registration thereof, identified and set forth in Schedule A (collectively, the "Trademarks") Assignor also grants, together with assignment of Trademarks, any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks. Assignor agrees to execute such instruments as Assignee deems necessary or desirable to vest in Assignee sole ownership and all exclusive right, title and interest in and to the Trademarks and to enable Assignee to record such rights in any and all countries around the world.

b. Assignment of Copyrights. Assignor hereby assigns, transfers and conveys to Assignee all of its worldwide right, title and interest in and to all copyright, whether registered or unregistered in both published and unpublished works, and all works of authorship, including, without limitation, all copyrights of works based on or derived from works covered by such copyright, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, all moral rights, and all copyright registrations and copyright applications, and any renewals or extensions thereof as identified and set forth in Schedule B thereto, and the rights to print, publish, reproduce and distribute any of the foregoing (collectively, the "Copyrights"). Assignor agrees to execute such instruments as Assignee deems necessary or desirable to vest in Assignee sole ownership and all exclusive right, title and interest in and to the Copyrights and to enable Assignee to record such rights in any and all countries

around the world. Assignor further agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the Copyrights in a timely manner. Specifically, Assignor agrees to upload digital assets and InDesign or PDF files on a FTP site and provide Assignee with an operable password and/or other authorization code to access the electronic files and records on the FTP site. Transfer of Copyrights can also be achieved via alternative methods if mutually agreed upon by the parties.

c. Assignment of Domain Registrations. Assignor hereby assigns, transfers and conveys to Assignee ownership and exclusive right to control use of the domain registrations belonging to Assignor identified and set forth in Schedule C together with the goodwill associated therewith (collectively, the "Domain Registrations"). Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to implement and perfect the above described transfer of rights and to secure transfer of the Domain Registrations before the registrars thereof as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceeding relating to the Domain Registrations. Assignor further agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Registrations in a timely manner. Specifically, Assignor agrees to prepare and transmit the necessary Registrant Name Change Agreements (RCNA's) or other written authorizations and/or instruction and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Registrations, including by providing to Assignee a functioning user name and password, where available, sufficient for Assignee to administer the Domain Registrations no later than September 8, 2016.

d. Assignment of Intangible Assets. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in all other Intellectual Property identified in the Purchase Agreement and not specifically referenced elsewhere in this Section 1.

## **Section 2. Recordation of Assignments.**

a. Recordation of Trademarks. Assignor authorizes the Commissioner of Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for the same, to Assignee, and/or Assignee's successors and/or assigns.

b. Recordation of Copyrights. Assignor authorizes the Registrar of Copyrights of the United States Copyright Office and the appropriate official in any other country, to issue any and all copyright registrations, amended registrations, and/or renewal that may be granted upon any application or petition for the same, to Assignee, and/or Assignee's successor and/or assigns.

c. Authorization for Recordation. Assignor hereby grants to the designated attorneys of Assignee and their foreign agents, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office, the United States Copyright Office, and the appropriate Intellectual Property Office of any other country throughout the world.

**Section 3. Miscellaneous**

- a. Relationship with Purchase Agreement. This Assignment Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. The Assignment Agreement is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment Agreement in all respects is subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement, except that the Schedules attached to this Assignment Agreement shall take precedence as to the specific Trademarks, Copyrights and Domain Registrations assigned under the Purchase Agreement. Notwithstanding the foregoing, to the extent that any provision of this Assignment Agreement is inconsistent with or conflicts with the Purchase Agreement, the provision of the Purchase Agreement shall control.
- b. Successors. This Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of the Assignor and Assignee.
- c. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy thereof and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement on the date first above written.

Assignor: CHILDREN'S WEAR DIGEST, INC.

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

Its:

Assignee: PLOW & HEARTH, LLC

 \_\_\_\_\_ Dated: 4/15/16  
By: Ting Xu

Its: Owner / President

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement on the date first above written.

Assignor: CHILDREN'S WEAR DIGEST, INC.

James W. Klaus Dated: 4/14/16

By: James W. Klaus

Its: CEO

Assignee: PLOW & HEARTH, LLC

\_\_\_\_\_ Dated: \_\_\_\_\_

By:

Its:

SCHEDULE A

TRADEMARKS

Trademarks assigned under this Agreement, inclusive of common law rights, state and federal registrations, and worldwide rights, are:

- - Children's Wear Digest
- CWDKIDS

See attached state and federal registration records



Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 1,967,546

Registered Apr. 9, 1996

SERVICE MARK  
SUPPLEMENTAL REGISTER

Children's  
Wear  
Digest

CHILDREN'S WEAR DIGEST INC. (VIRGINIA  
CORPORATION)  
3607 MAYLAND COURT  
RICHMOND, VA 23233

FOR: MAIL ORDER SERVICES SPECIALIZ-  
ING IN CHILDREN'S APPAREL AND ACCES-  
SORIES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-15-1987; IN COMMERCE  
6-15-1987.

SER. NO. 74-703,913, FILED P.R. 7-21-1995;  
AM. S.R. 1-6-1996.

CHRIS DONINGER, EXAMINING ATTORNEY