

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMW OC, Inc.		06/15/2009	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fanfare Holdings, Inc.		
Street Address:	27220 Turnberry Lane, Suite 190		
City:	Valencia		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1334657	ADCART	
CORRESPONDENCE DATA			
Fax Number:	9198294296		
<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:	9198294296		
Email:	tschmidt@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	SHOPLOC.21001		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	01/16/2017		
Total Attachments: 2			
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BILL OF SALE
Va. Code Ann. Sec. 8.9A-620

THIS BILL OF SALE ("Bill of Sale") is made as of June 15, 2009, by FMW OC, Inc., a Delaware corporation (the "Grantor") in favor of Fanfare Holdings, Inc., a Delaware corporation ("Grantee").

WHEREAS, reference is hereby made to that certain Securities Purchase Agreement, dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and between FMW, Inc. ("Parent") and BIA Digital Partners SBIC II LP (the "Secured Party") and that certain Subsidiary Guaranty Agreement dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by and among Grantor, FMW Graphics, Inc. and Secured Party pursuant to which Grantor guaranteed the Obligations (as defined in the Purchase Agreement) of Parent;

WHEREAS, in connection with the Purchase Agreement, the Guaranty and the other Transaction Documents (as defined in the Purchase Agreement), the Grantor granted to the Secured Party a security interest in all of its Collateral (as defined in the Security Agreement) pursuant to that certain Security Agreement, dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, an Event of Default (as defined in the Purchase Agreement) has occurred and is continuing pursuant to Section 11.1(g)(vi) of the Purchase Agreement (the "Existing Event of Default");

WHEREAS, pursuant to a Settlement and Transfer Agreement of even date herewith by and among Parent, Secured Party and the other parties thereto, Parent has agreed (on behalf of itself and its Domestic Subsidiaries (as defined in the Purchase Agreement)) to transfer all of the Collateral except for the Capital Stock of Grantor's Subsidiaries (the "Transferred Collateral") to Grantee which transfer shall be deemed to be in full satisfaction of the Obligations (as defined in the Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Grantor hereby grants, bargains, sells, assigns, transfers and conveys all of the Transferred Collateral to Grantee and its successors and assigns, to the full extent authorized and permitted by Va. Code Ann. Sec. 8.9A-620. It is the intent of the Grantor that upon execution and delivery of this Bill of Sale to the Secured Party, Grantee shall obtain all of the Grantor's rights and interests in the Transferred Collateral to the fullest extent provided by Va. Code Ann. Sec. 8.9A-622 and other applicable provisions of the Uniform Commercial Code as in effect in Virginia. Without limiting the foregoing in any way, it is expressly understood and agreed that the Transferred Collateral includes all assets of Grantor (except for the Capital Stock of Grantor's Subsidiaries) whether real, personal or mixed, or tangible or intangible and regardless of where located including, without limitation, (i) all cash and accounts receivable, (ii) all patents and patent applications listed on Schedule A to the Patent Security Agreement dated as of November 20, 2007 by and between Grantor and Secured Party (the "Patents") together with all claims by Grantor against any third party for any past, present,

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or future infringement of any of the Patents (iii) all trademarks, service marks and trade names listed on Schedule A to the Trademark Security Agreement dated November 20, 2007 by and between Grantor and Secured Party together with all goodwill of the underlying business associated therewith and (iv) all copyrighted works listed on Schedule A to the Copyright Security Agreement dated November 20, 2007 by and between Grantor and Secured Party.

The acquisition of the Transferred Collateral hereunder by Grantee shall not result in the assumption by Grantee of any liability or obligation of the Grantor of whatever nature, whether known or unknown, absolute, contingent, presently in existence or arising hereafter and whether or not related to such Transferred Collateral.

All capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have executed and delivered this Bill of Sale as of the date first above written.

Grantor:

FMW OC, Inc.

By: _____

Name: Aldo H. Chapin Jr.
Title: President

Grantee:

Fanfare Holdings, Inc.

By: _____

Name: _____
Title: _____

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