

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418478

<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>
Crafts Americana Group, Inc.		02/21/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crafts Group, LLC		
<b>Street Address:</b>	501 N 400 W		
<b>City:</b>	North Salt Lake		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84054		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4181081	CRAFTS AMERICA	
<b>Registration Number:</b>	3105219	KNIT PICKS	
<b>Registration Number:</b>	3189997	KNIT PICKS	
<b>Registration Number:</b>	2883262	KNIT PICKS	
<b>Registration Number:</b>	3830755		
<b>Registration Number:</b>	4499871		
<b>Registration Number:</b>	2500677	CRAFTS AMERICANA	
<b>Registration Number:</b>	2457821	CONNECTING THREADS	
<b>Registration Number:</b>	2457820	ARTIST'S CLUB	
<b>Registration Number:</b>	1956409	ARTIST'S CLUB	
<b>Registration Number:</b>	1909504	CONNECTING THREADS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<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>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	1405 East Sixth Street		
<b>Address Line 2:</b>	The Calfee Building		

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<b>Address Line 4:</b>	Cleveland, OHIO 44114-1607
<b>ATTORNEY DOCKET NUMBER:</b>	37329/04009
<b>NAME OF SUBMITTER:</b>	Ryan W. Falk
<b>SIGNATURE:</b>	/Ryan W. Falk/
<b>DATE SIGNED:</b>	03/06/2017
<b>Total Attachments: 9</b> source=04209260#page1.tif source=04209260#page2.tif source=04209260#page3.tif source=04209260#page4.tif source=04209260#page5.tif source=04209260#page6.tif source=04209260#page7.tif source=04209260#page8.tif source=04209260#page9.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement (the "Trademark Assignment") dated as of February 21, 2017, is made by Crafts Americana Group, Inc., a Washington corporation having an address of 13118 NE 4th Street, Vancouver, WA 98684 ("Assignor"), to Crafts Group, LLC, a Delaware limited liability company having an address of 501 N 400 W, North Salt Lake, Utah 84054 ("Assignee").

WHEREAS, Assignor, Assignee, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement") (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignor, among other assets, all of Assignor's Intellectual Property Rights, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including 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.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the

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officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Assignee hereby agrees to initiate assignment recordal for the Assigned Trademarks and to cover any and all associated legal and official fees. Following the date hereof, Assignee shall be responsible for maintaining the Assigned Trademarks. Upon written request by Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

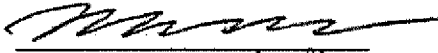
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

**CRAFTS AMERICANA GROUP, INC.**

By:   
Name: Matthew Pettey  
Title: CEO

**ASSIGNEE:**

**CRAFTS GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

**CRAFTS AMERICANA GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ASSIGNEE:**

**CRAFTS GROUP, LLC**

By: *Darren Denning*  
Name: Darren Denning  
Title: President

**SCHEDULE I - TRADEMARKS**

**US Trademark Registrations:**


USPTO Serial Number	USPTO Reg. Number	Description of Mark	Goods & Services
85505118	4181081	CRAFTS AMERICA	Class 35: On-line retail store services and mail order catalog services featuring hobby and craft supplies and materials
78558823	3105219	KNIT PICKS	Class 23: Knitting yarns
78558826	3189997	KNIT PICKS	Class 26: Knitting needles, needle storage cases; knitting needle sizers; knit stitch markers; knit stitch gauges; knitting and sewing baskets and bags
78233084	2883262	KNIT PICKS	Class 35: [ retail] Mail order and catalog services featuring hobby and craft supplies and materials; on-line retailing services featuring hobby and craft supplies and materials via a global computer network
77828736	3830755	Color purple for cables for knitting supplies 	Class 26: Knitting needle parts, namely, cables

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**TRADEMARK**  
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**SCHEDULE I**

77783068	4499871	Rainbow color mark (purple, orange, blue, yellow, and green) for rainbow needles  	Class 26: Knitting needles
75544458	2500677	CRAFTS AMERICANA	Class 35: On-line retailing services featuring hobby and craft supplies and materials via a global computer network
75537065	2457821  <i>Note: Originally filed by Tole Americana, Inc. and conveyed by assignment in accordance with the Articles of Merger dated October 23, 1995 and recorded on August 05, 1998.</i>	CONNECTING THREADS	Class 35: Mail order and catalog services featuring hobby and craft supplies and materials; on-line retailing services featuring hobby and craft supplies and materials via a global computer network
75537050	2457820	ARTIST'S CLUB	Class 35: Mail order and catalog services featuring hobby and craft supplies and materials; on-line retailing services featuring hobby and craft supplies and materials via a global computer network
74655127	1956409	ARTIST'S CLUB	Class 42: Mail order catalog services featuring supplies and materials for decorative painting



**SCHEDULE I**

74471784	1909504	CONNECTING THREADS	Class 42: Mail order catalog services featuring supplies and materials for making quilts
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**Foreign Trademarks:**

Country	Reg. Number	Description of Mark	Goods & Services
WIPO	WO915344	KNIT PICKS	Class 26: Knitting needles, needle storage cases; knitting needle sizers; knit stitch markers; knit stitch gauges; knitting and sewing baskets and bags
EUROPEAN UNION (EUTM & RCD)	WO915344	KNIT PICKS	Class 26: Knitting needles, needle storage cases; knitting needle sizers; knit stitch markers; knit stitch gauges; knitting and sewing baskets and bags
NORWAY	WO915344	KNIT PICKS	Class 26: Knitting needles, needle storage cases; knitting needle sizers; knit stitch markers; knit stitch gauges; knitting and sewing baskets and bags
SWITZERLAND	WO915344	KNIT PICKS	Class 26: Knitting needles, needle storage cases; knitting needle sizers; knit stitch markers; knit stitch gauges; knitting and sewing baskets and bags

SCHEDULE I

Common Law Trademarks (Logo Designs & Slogans) of CAG:

CONNECTING THREADS.   
QUALITY. AFFORDABILITY. TOGETHER AT LAST.

Knit Picks®

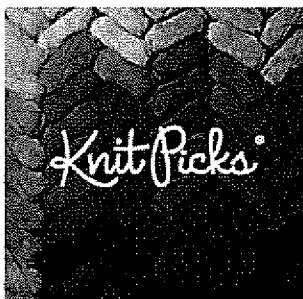
MAKE MORE FOR LESS

Knit Picks®

Connecting  
Threads 

Artist's Club

CONNECTING  
THREADS. 



SCHEDULE I



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RECORDED: 03/06/2017

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