

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444579

<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>
DCWV Acquisition Corporation		06/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Moon Acquisition Corp.		
<b>Street Address:</b>	311 East Baltimore Avenue		
<b>City:</b>	Media		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19063		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85215284	DCWV HOME	
<b>Serial Number:</b>	85181061	BLUE MOON JEWELRY	
<b>Serial Number:</b>	85356881	LET US ACCESSORIZE YOUR LIFE!	
<b>Serial Number:</b>	85337438	DCWV INK	
<b>Serial Number:</b>	85613248	BLUE MOON JEWELRY	
<b>Serial Number:</b>	85365227	MY LIFE MY WALL	
<b>Serial Number:</b>	85365220	ONCE UPON A WALL	
<b>Serial Number:</b>	78885883	BEAD IN STYLE	
<b>Serial Number:</b>	78834808	BEAD SHOP	
<b>Serial Number:</b>	78834798	BLUE MOON BEADS SHOP	
<b>Serial Number:</b>	78759681	CREATIVITY INC.	
<b>Serial Number:</b>	78943543	PRESSED PETALS	
<b>Serial Number:</b>	77880274	MY LIFE MY WALL	
<b>Serial Number:</b>	77880280	MY LIFE / MY WALL	
<b>Serial Number:</b>	77880238	ONCE UPON A WALL	
<b>Serial Number:</b>	77324656	BLUE MOON	
<b>Serial Number:</b>	77281470	ONCE IN A BLUE MOON	
<b>Serial Number:</b>	77129662	NATURAL ELEGANCE	
<b>Serial Number:</b>	77082410	BLUE MOON B E A D S	

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Property Type	Number	Word Mark
Serial Number:	77069432	BEAD BOUTIQUE
Serial Number:	76624699	BLUE MOON BEADS
Serial Number:	76556348	BLUE MOON BEADS
Serial Number:	76537658	CREATIVITY INC.
Serial Number:	76609378	BEAD IN STYLE
Serial Number:	86556803	EXPRESSIONS OF ME
Serial Number:	86060277	SHORTCUTS
Serial Number:	85977814	DOMESTIC BLISS DÉCOR
Serial Number:	85950641	STORY LOCKETS
Serial Number:	85378341	FASHION À LA CARTE
Serial Number:	85311992	DCWVDÉCOR

**CORRESPONDENCE DATA**

Fax Number: 2157727620

*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.*

Phone: 215-772-7230

Email: jgannon@mmwr.com

Correspondent Name: James L. Gannon, II, Esquire

Address Line 1: 123 South Broad Street

Address Line 2: Montgomery, McCracken, Walker & Rhoads

Address Line 4: Philadelphia, PENNSYLVANIA 19109

NAME OF SUBMITTER:	James L. Gannon
SIGNATURE:	/james l gannon ii/
DATE SIGNED:	09/26/2017

**Total Attachments: 6**

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source=Blue Moon Confirmatory Assignment #page2.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), is made as of June 23, 2017, by and between DCWV Acquisition Corporation, a Delaware corporation, with an address at 751 South 170 E, Provo, Utah 84606 (“**Seller**”), and Blue Moon Acquisition Corp., a Pennsylvania corporation, with an address at 311 East Baltimore Avenue, Media, Pennsylvania 19063 (“**Purchaser**”).

Seller and Purchaser are parties to that certain Asset Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign to Purchaser all of Seller’s rights, title and interests in the Assigned Intellectual Property (defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Seller hereby sells, assigns, transfers and conveys to Purchaser all of Seller’s right, title and interest in and to the Transferred IP Assets owned by Seller, including, without limitation, the trademarks and copyrights set forth on Exhibit A attached hereto (collectively, the “**Assigned Intellectual Property**”), the same to be held and enjoyed by Purchaser, its successors, permitted assigns or legal representatives, together with associated income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Intellectual Property, along with the right to sue for past violations and collect the same for Purchaser’s sole use and enjoyment. Seller hereby authorizes the United States Commissioner of Trademarks to record and register this Agreement upon request by Purchaser.

2. Nothing in this Agreement shall alter any liability or obligation of Seller or Purchaser arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned Intellectual Property. Purchaser acknowledges that Seller makes no representation or warranty with respect to the Assigned Intellectual Property being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. From time to time following the date hereof, Seller shall execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of assignment and transfer as Purchaser may reasonably request or as may be otherwise necessary to more effectively assign and transfer to, and vest in, Purchaser and put Purchaser in possession of, any benefit of the Assigned Intellectual Property. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Purchaser and the successors and assigns of Seller.

4. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures are acceptable and shall be deemed original signatures.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


Purchaser:

BLUE MOON ACQUISITION CORP.

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

Name:

Title:

  
Adam J. Brennan  
President.

Seller:

DCWV ACQUISITION CORPORATION

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

Name:

Title:

  
Thomas Reed  
Controller

**EXHIBIT A****TRADEMARKS AND COPYRIGHTS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration or Filing Date</b>	<b>Expiration Date</b>	<b>Owned or Licensed?</b>
DCWV HOME	85215284	1/11/2011	8/14/2018	Owned
BLUE MOON JEWELRY	85181061	7/10/2012	7/10/2018	Owned
LET US ACCESSORIZE YOUR LIFE!	85356881	8/28/2012	8/28/2018	Owned
DCWV INK	85337438	6/12/2012	6/12/2018	Owned
BLUE MOON JEWELRY	85613248	5/1/2012	1/01/2019	Owned
MY LIFE MY WALL	85365227	3/20/2012	3/20/2018	Owned
ONCE UPON A WALL	85365220	3/20/2012	3/20/2018	Owned
BEAD IN STYLE	78885883	2/13/2007	CANCELLED	Owned
BEAD SHOP	78834808	9/23/2008	9/23/2018	Owned
BLUE MOON BEADS SHOP	78834798	3/27/2007	3/27/2017	Owned
CREATIVITY INC.	78759681	11/14/2006	11/14/2016	Owned
PRESSED PETALS	78943543	6/24/2008	6/24/2018	Owned
MY LIFE MY WALL	77880274	9/6/2011	9/26/2017	Owned
MY LIFE / MY WALL	77880280	11/22/2011	11/22/2017	Owned
ONCE UPON A WALL	77880238	9/6/2011	9/06/2017	Owned
BLUE MOON	77324656	3/10/2009	3/10/2019	Owned
ONCE IN A BLUE MOON	77281470	7/7/2009	7/07/2019	Owned
NATURAL ELEGANCE	77129662	7/8/2008	CANCELLED	Owned
BLUE MOON B E A D S	77082410	5/5/2009	5/05//2019	Owned
BEAD BOUTIQUE	77069432	7/15/2008	7/15/2018	Owned
BLUE MOON BEADS	76624699	2/21/2006	2/21/2026	Owned
BLUE MOON BEADS	76556348	1/10/2006	6/10/2016	Owned
CREATIVITY INC.	76537658	9/23/2005	Renewed 2/22/16	Owned
BEAD IN STYLE	76609378	7/25/2006	CANCELLED	Owned
EXPRESSIONS OF ME	86556803	3/07/2015		Owned

SHORTCUTS	86060277	9/10/2013		Owned (cancellation of assignment to Wells Fargo Bank, National Association, as Agent, being processed)
DOMESTIC BLISS DÉCOR	85977814	7/11/2011		Owned (cancellation of assignment to Wells Fargo Bank, National Association, as Agent, being processed)
STORY LOCKETS	85950641	6/04/2013		Owned (cancellation of assignment to Wells Fargo Bank, National Association, as Agent, being processed)
FASHION Á LA CARTE	85378341	7/22/2011		Owned (cancellation of assignment to Wells Fargo Bank, National Association, as Agent, being processed)
DCWVDÉCOR	85311992	5/04/2011		Owned (cancellation of assignment to Wells Fargo Bank, National Association, as Agent, being processed)

## CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment (this “**Assignment**”) is effective as of June 23, 2017, by and between DCWV Acquisition Corporation, a Delaware corporation, with an address at 751 South 170 E, Provo, Utah 84606 (“**Assignor**”), and Blue Moon Acquisition Corp., a Pennsylvania corporation, with an address at 311 East Baltimore Avenue, Media, Pennsylvania 19063 (“**Assignee**”)(together, the “**Parties**”).

WHEREAS, Assignor and Assignee are parties to a certain Intellectual Property Assignment Agreement (the “**Agreement**”), executed on June 23, 2017, pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”) of even date therewith; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign its right, title, and interest in and to the intellectual property assets set forth on Exhibit A of that Agreement, including, but not limited to, the trademarks and copyrights listed therein; and

WHEREAS, that Agreement did not include an explicit recitation of the transfer of the goodwill attached to the trademarks identified in Exhibit A; and

WHEREAS, it was the intent of the parties to include in the transfer of rights associated with the Agreement the goodwill attached to the trademarks listed in Exhibit A of the Agreement; and

WHEREAS, the Parties are desirous of confirming that the goodwill attached to the trademarks listed in Exhibit A has been transferred from the Assignor to the Assignee.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and within the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereby covenant and agree as follows:

1. The Parties confirm that the goodwill attached to the trademarks identified in Exhibit A of the Agreement was included in the transfer effected thereby, such that by executing that document on June 23, 2017, Assignor transferred all right, title, and interest in and to the trademarks set forth on Exhibit A, as well as all goodwill attached thereto, to Assignee on that date, despite reference to the term “goodwill” not appearing on the face of that document.
2. If, for any reason, whether at law, in equity, or otherwise, the confirmation set forth in number one above shall be found to be unenforceable, the Assignor hereby assigns and transfers to the Assignee all the goodwill attached to the trademarks set forth on Exhibit A of the Agreement, such transfer being effective as of the date of the Agreement and concurrent with all transfers set forth therein, it being the intent of the parties to ensure that such goodwill was conveyed as part of the transfer of trademark rights taking place on that date, to permit the Assignee to enjoy all the benefits of the registration of those marks, including the right to exclude others from their use in commerce.
3. Nothing in this Assignment shall alter any liability or obligation of Seller or Purchaser arising under the Agreement or Purchase Agreement.

4. From time to time following the date hereof, Assignor shall execute and deliver, or cause to be executed and delivered, to Assignee such other instruments of assignment and transfer as Assignee may reasonably request or as may be otherwise necessary to more effectively assign and transfer to, and vest in, Assignee and put Assignee in possession of, any benefit of the assigned trademarks and the goodwill attached thereto. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignee and the successors and assigns of Assignor.
5. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.
6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures are acceptable and shall be deemed original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Assignee:

BLUE MOON ACQUISITION CORP.

By: 

Name: Donald J. Brennan

Title: C.F.O.

Assignor:

DCWV ACQUISITION CORPORATION

By: 

Name: Chuck W.

Title: CFO