

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keepsake Quilting, Inc.		04/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Steelcity LLC		
Street Address:	505 Aztec Drive		
City:	Archdale		
State/Country:	NORTH CAROLINA		
Postal Code:	27263		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3217688	KEEPSAKE QUILTING	
CORRESPONDENCE DATA			
Fax Number:	3362329129		
<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:	336-271-3129		
Email:	mbishop@brookspierce.com		
Correspondent Name:	Marc Bishop, Esq.		
Address Line 1:	230 N. Elm St.		
Address Line 2:	Suite 2000		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Marc Bishop		
SIGNATURE:	/Marc Bishop/		
DATE SIGNED:	04/20/2018		
Total Attachments: 4			
source=KEEPSAKE QUILTING Steelcity Assignment#page1.tif			
source=KEEPSAKE QUILTING Steelcity Assignment#page2.tif			
source=KEEPSAKE QUILTING Steelcity Assignment#page3.tif			
source=KEEPSAKE QUILTING Steelcity Assignment#page4.tif			

OP \$40.00 3217688

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into by and between Keepsake Quilting, Inc., a Delaware corporation (“**Assignor**”), and Steelcity LLC, a North Carolina limited liability company (“**Assignee**”), and is effective as of 11:59 p.m. on April 18, 2018.

In accordance with the Asset Purchase Agreement dated April 18, 2018 by and among Assignor, Assignee and F+W Media, Inc., Delaware corporation (the “**Asset Purchase Agreement**”), Assignor agrees to transfer, convey, and assign the trademark set forth on Exhibit A (together with all applications, registrations and goodwill thereof, collectively, the “**Trademark**”) to Assignee. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment.

- a. Assignment of Trademark. Assignor hereby transfers, conveys and assigns to Assignee all of Assignor’s rights, title, and interests in and to the Trademark free and clear of all Liens.
- b. Cooperation in Transferring Trademark. Assignor agrees to cooperate with Assignee and to follow Assignee’s reasonable instructions to effectuate the transfer of the Trademark, and/or to correspond, as necessary, to authorize the transfer of the Trademark with the United States Patent and Trademark Office.

2. Miscellaneous.

- a. Successors and Assigns. This Assignment is binding on and shall inure to the benefit of the respective successors and/or assigns of Assignor and Assignee.
- b. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.
- c. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without giving effect to conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the date and time first above written.

Assignee:

Steelcity LLC

By: 

Name: Erik Kimelman

Title: Manager

Assignor:

Keepsake Quilting, Inc.

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the date and time first above written.

Assignee:

Steelcity LLC

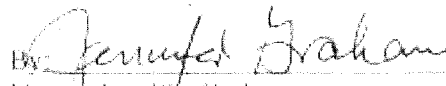
By:

Name: Erik Kimelman

Title: Manager

Assignor:

Keepsake Quilting, Inc.



Name: Jennifer Graham

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

Exhibit A

Trademark

<u>Registered Trademark</u>	<u>U.S. Reg. No.</u>	<u>Class</u>	<u>Description of Goods/Services</u>
KEEPSAKE QUILTING	3,217,688	35	Retail store and mail-order services for fabrics, patterns, clothing, threads, quilting kits, and sewing and quilting accessories.