

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511756

<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>
Kathy Davis Designs, Inc.		02/12/2019	Corporation:
Kathy Davis		02/12/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Greetings Corporation		
<b>Street Address:</b>	One American Boulevard		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44145		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5060530	HA HA HUMOR WITH HEART 2013 JOY RIDE KAT	
<b>Registration Number:</b>	4974547	K DAVIS KATHY DAVIS DESIGNS	
<b>Registration Number:</b>	3709951	KATHY DAVIS	
<b>Registration Number:</b>	3709958	KATHY DAVIS	
<b>Registration Number:</b>	3264749	KATHY DAVIS	
<b>Registration Number:</b>	5498140	KATHY DAVIS	
<b>Registration Number:</b>	5223715	KATHY DAVIS	
<b>Registration Number:</b>	5617717	KATHY DAVIS	
<b>Registration Number:</b>	3755040	KATHY DAVIS SCATTER JOY	
<b>Registration Number:</b>	3702994	KATHY DAVIS SCATTER JOY	
<b>Registration Number:</b>	3469229	KATHY DAVIS SCATTER JOY	
<b>Registration Number:</b>	3950703	KATHY DAVIS SCATTER JOY	
<b>Serial Number:</b>	87770739	FAMILY SUPPER	
<b>Serial Number:</b>	87770747	FAMILY SUPPER	
<b>Serial Number:</b>	87770756	FAMILY SUPPER	
<b>Serial Number:</b>	87770760	FAMILY SUPPER	
<b>Serial Number:</b>	87771103	FAMILY SUPPER	

CH \$440.00 5060530

**CORRESPONDENCE DATA****Fax Number:** 2162526741*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:** 216-252-7300**Email:** paul.cardenas@amgreetings.com**Correspondent Name:** Paul Cardenas**Address Line 1:** One American Boulevard**Address Line 4:** Cleveland, OHIO 44145

<b>NAME OF SUBMITTER:</b>	Paul Cardenas
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<b>SIGNATURE:</b>	/paulcardenas/
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<b>DATE SIGNED:</b>	02/27/2019
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**Total Attachments: 7**

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### Assignment of Trademarks and Related Rights

This ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS is made as of February 12, 2019, by American Greetings Corporation, an Ohio corporation ("Assignee"), Kathy Davis Designs, Inc., a Delaware corporation, ("Seller") and Kathy Davis, a resident of Pennsylvania ("Shareholder"). Seller and Shareholder are each an "Assignor" and together are "Assignors". Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

Assignee and Assignors are parties to an Asset Purchase Agreement (the "Agreement") dated as of the same date as this Assignment of Trademarks and Related Rights, pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignors, as well as the name, image, likeness and signature of Shareholder as used or held for use in connection with the Business (as defined in the Agreement). Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept and acquire the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference, as well of all of Assignors' rights in and to the name, image, likeness and signature of Shareholder as used in connection with the Business (all of the foregoing being referred to herein as the "Marks"). For the avoidance of doubt, the Marks do not include (and Assignee agrees that Shareholder retains) all of the Shareholder's rights to use her name, image, likeness and signature in connection with the creation and sale of fine art (as provided in Section 6.01 of the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the parties hereby agree as follows:

1. Assignors hereby transfer and assign to Assignee, and Assignee's successors and assigns, and Assignee hereby accepts and acquires the transfer and assignment of, all of Assignors' right, title and interest in, to and under the Marks, together with all goodwill of the business associated therewith and which is symbolized thereby, and together with that part of the business to which the Marks pertain, and including the right to claims of past, present, and future infringement of any Mark and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and remedies arising from any such infringement, for all territories in the world in perpetuity, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment of Trademarks and Related Rights not been made.

2. Assignors will sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment of Trademarks and Related Rights, without further compensation, but at the expense of the Assignee or its successors and assigns.

3. This Assignment of Trademarks and Related Rights is executed for the purpose of evidencing and confirming the transfer of the Marks from Assignor to Assignee as provided in the Agreement. Nothing contained in this Assignment of Trademarks and Related Rights is intended to modify any of the provisions of the Agreement as they relate to the Marks, including any of the representations, warranties, covenants or indemnities set forth in the Agreement. In the event of any conflict between this Assignment of Trademarks and Related Rights and the Agreement, the Agreement controls.


4. This Assignment of Trademarks and Related Rights may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment of Trademarks and Related Rights by facsimile or other electronic transmission shall be as effective as delivery of a manually executed signature page.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks and Related Rights shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each party hereto has or has caused its duly authorized officer to execute this Assignment of Trademarks and Related Rights as of the date first written above.

~~KATHY DAVIS~~ DESIGNS, INC.

By:   
Name: ~~Kathy Davis~~  
Title: ~~President and Chief Executive Officer~~

~~KATHY DAVIS~~ (As individual)

  
Signature of ~~Kathy Davis~~

AMERICAN GREETINGS CORPORATION

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

IN WITNESS WHEREOF, each party hereto has or has caused its duly authorized officer to execute this Assignment of Trademarks and Related Rights as of the date first written above.

KATHY DAVIS DESIGNS, INC.

By: \_\_\_\_\_  
Name: Kathy Davis  
Title: President and Chief Executive Officer

KATHY DAVIS (As individual)

\_\_\_\_\_  
Signature of Kathy Davis

AMERICAN GREETINGS CORPORATION

By:   
Name: JOHN BREMER  
Title: CEO




SCHEDULE A

*I. TRADEMARKS*

*A. FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS*


	TRADEMARK	REGISTRATION NO. OR PENDING APPLICATION NO.	GOODS/SERVICES
(1)	KATHY DAVIS (word mark)	Reg. No. 3264749  (Registered on 7/17/2007; Renewed on 8/7/2017)	Appointment books; Blank writing journals; Calendars; Checkbook covers; Daily planners; Greeting cards; Note books; Note pads; Paper gift bags; Paper napkins; Posters; Stationery; Stickers (Int'l Class 16)
(2)	KATHY DAVIS (word mark)	Reg. No. 3709951  (Registered on 11/10/2009)	All-purpose Carrying Bags (Int'l Class 18)  Picture and Photograph Frames; Pillows (Int'l Class 20)
(3)	KATHY DAVIS (word mark)	Reg. No. 3709958  (Registered on 11/10/2009)	Trays; Mugs (Int'l Class 21)
(4)	KATHY DAVIS (word mark)	Reg. No. 5223715  (Registered on 6/13/2017)	Ceramic Tissue Box Covers; Decorative Glass; Toothbrush Holders; Waste Baskets (Int'l Class 21)
(5)	KATHY DAVIS (word mark)	Reg. No. 5498140  (Registered on 6/19/2018)	Bangles; Necklaces; Pendants; Watches  (Int'l Class 14)

FEDERAL TRADEMARK MARK REGISTRATIONS AND PENDING APPLICATIONS (Continued)

	TRADEMARK/ SERVICE MARK	REGISTRATION NO. OR PENDING APPLICATION NO.	GOODS/SERVICES
(6)	KATHY DAVIS  (word mark)	Reg. No. 5617717  (Registered on 11/27/2018)	Comforters, Shams, Shower Curtains, Throws, Fabrics for Textile Use (Int'l Class 24)
(7)		Reg. No. 3469229  (Registered on 7/15/2008; Renewed on 8/28/2017)	Greeting cards (Int'l Class 16)
(8)		Reg. No. 3755040  (Registered on 3/2/2010)	Calendars; Paper Gift Bags (Int'l Class 16)
(9)	KATHY DAVIS SCATTER JOY  (word mark)	Reg. No. 3702994  (Registered on 10/27/2009)	Trays; Mugs (Int'l Class 21)
(10)	KATHY DAVIS SCATTER JOY  (word mark)	Reg. No. 3950703  (Registered on 4/26/2011)	Fabrics for textile use (Int'l Class 24)
(11)		Reg. No. 4974547  (Registered on 6/7/2016)	Greeting cards (Int'l Class 16)



*FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS (Continued)*

	TRADEMARK/ SERVICE MARK	REGISTRATION NO. OR PENDING APPLICATION NO.	GOODS/SERVICES
(12)		Reg. No. 5060530  (Registered on 10/11/2016)	Greeting Cards (Int'l Class 16)
(13)	FAMILY SUPPER	Serial No. 87/770739  (Filed on 1/25/2018)	Downloadable e-books in the fields of personal development, self help, health and wellness, and relationships; Downloadable image and graphic files featuring digital stickers (Int'l Class 9)
(14)	FAMILY SUPPER	Serial No. 87/770747  (Filed on 1/25/2018)	Stationery; Paper Printed With Inspirational Messages Contained In A Jar Or A Box; Books In The Field Of Personal Development, Self Help, Health And Wellness, Family Life, And Personal Inspiration; Paper Gift Bags For Wine; Textile Gift Bags For Wine; Place Cards; Paper Party Decorations (Int'l Class 16)
(15)	FAMILY SUPPER	Serial No. 87/770756  (Filed on 1/25/2018)	Wine bags with handles for carrying or holding wine (Int'l Class 18)
(16)	FAMILY SUPPER	Serial No. 87/770760  (Filed on 1/25/2018)	Recipe boxes; Decorative household ceramic jars for holding inspirational messages (Int'l Class 21)
(17)	FAMILY SUPPER	Serial No. 87/771103  (Filed on 1/25/2018)	Tea Towels (Int'l Class 24)