

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMA Holdings, LLC		06/30/2002	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SPS Studios, Inc.		
Street Address:	PO Box 1046		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92038		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1514549	SUSAN POLIS SCHUTZ AND STEPHEN SCHUTZ COLLECTION FROM BLUE MOUNTAIN ARTS	
CORRESPONDENCE DATA			
Fax Number:	(858)456-8506		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858 456 8500		
Email:	harloon@bigpond.net.au		
Correspondent Name:	Harry Melkonian		
Address Line 1:	PO Box 1046		
Address Line 4:	La Jolla, CALIFORNIA 92038		
ATTORNEY DOCKET NUMBER:	SPS - SPS&SS COLLECTION		
NAME OF SUBMITTER:	Harry Melkonian		
Signature:	/harry melkonian/		

CH \$40.00 1514549

Date:

04/27/2006

Total Attachments: 3

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Agreement for Assignment of Trademarks

This Agreement is made as of June 30, 2002, between BMA Holdings, LLC ("BMAH"), a Delaware Limited Liability Corporation ("Assignor"), SPS Studios, Inc. ("SPS"), a Delaware Corporation formerly known as SPS Media, Inc. ("Assignee") with reference to the following:

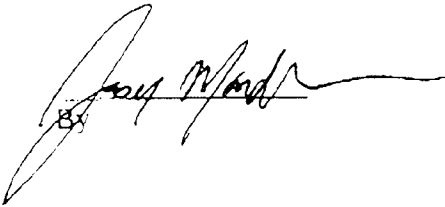
- A. Assignor is the owner of the trademark "Susan Polis Schutz and Stephen Schutz Collection From Blue Mountain Arts" (the "Trademark").
- B. Assignee and EGCB, Inc., a Delaware Corporation and wholly owned subsidiary of AmericanGreetings.com, Inc. ("AG") have entered into various amendments to the agreements governing their relationships and the operation of BMAH of which they are the two members.
- C. As part of the realignment of rights and responsibilities, Assignor wishes to assign the Trademark to Assignee and Assignee wishes to accept such assignment.

Therefore, the parties agree as follows:

1. Assignment. In consideration of the agreements and amendments to agreements that exist among SPS, BMAH, and AG, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademark, the Registrations thereof, and all goodwill annexed to the Trademark.
2. Representations and Warranties. There are no warranties express or implied except that BMAH has not previously assigned or transferred the Trademark. AG acknowledges that upon execution of this Agreement that the Trademark will be deleted from the portfolio of marks licensed to AG by BMAH and that AG will not be permitted to use any trademark containing the Schutz family name.
3. Further Documents. Assignor shall execute and deliver to Assignee assignments in the form reasonably prescribed by Assignee to effect assignments of the Registrations. Each of the parties shall execute such further documents and other papers and perform such further acts, as may be reasonably required or desirable to carry out such assignments.
4. Choice of Law and Forum. This Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Any legal proceedings to enforce or resolve disputes relating to this agreement shall be brought in state or federal courts sitting in Cleveland, Ohio and the parties consent to the jurisdiction of those courts.

Intending to Be Legally Bound, the parties hereto have executed this Agreement as of the day and year first written above.

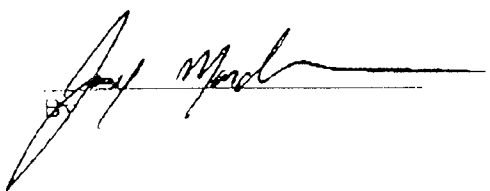
Assignor:
BMA Holdings, LLC


By

Assignee
SPS Studios, Inc.

By

Acknowledging Consent to this Agreement:
EGCB, Inc.

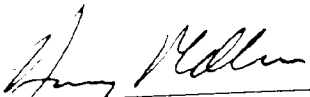

By



Assignor:
BMA Holdings, LLC

By

Assignee
SPS Studios, Inc.


By *Harry Melkonian*

Acknowledging Consent to this Agreement:
EGCB, Inc.

By