

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
Words Pictures Colours LLC		05/16/2008	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	C.R. Gibson, LLC		
Street Address:	404 BNA Bldg S 600		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2877349	IOTA	
CORRESPONDENCE DATA			
Fax Number:	(973)624-7070		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	973 622 4444		
Email:	mboyce@mccarter.com		
Correspondent Name:	McCarter & English-William J. Heller		
Address Line 1:	100 Mulberry Street		
Address Line 2:	Four Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	18094/75 AWJH 2277		
NAME OF SUBMITTER:	William J. Heller		
Signature:	/William J. Heller/		

CH \$40.00 2877349

Date:

05/08/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 16th day of May, 2008 by Words Pictures Colours LLC, a Colorado limited liability company ("Assignor") in favor of C.R. Gibson, LLC, a Delaware limited liability company ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated May 16, 2008, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Trademarks;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks;

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

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms; and

5. This Assignment, together with the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof; provided, however that nothing in this Assignment shall modify or expand the parties' representations and warranties relating to the Trademarks as set forth in the Asset Purchase Agreement, and all claims between the parties relating thereto shall be exclusively limited by the terms of the Asset Purchase Agreement.

[This space intentionally blank. Signature page follows.]

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above-written.

WORDS PICTURES COLOURS LLC

Date: June 2, 2008

By: 
Name: _____
Title: _____

C.R. GIBSON, LLC

Date: _____, 2008

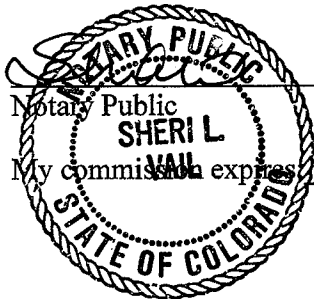
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Colorado :
 : ss.
COUNTY OF Eagle :

Kelly Alford, being duly sworn, says that [s]he is the owner of WORDS PICTURES COLOURS LLC, a Colorado limited liability company, and acknowledges that [s]he did sign said instrument on behalf of WORDS PICTURES COLOURS LLC pursuant to due authority.

Sworn to and subscribed
before me this 2nd day
of June, 2008.



3/10/10

(SEAL)

[Pertains Trademark Assignment]

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above-written.


WORDS PICTURES COLOURS LLC

Date: _____, 2008

By: _____
Name:
Title:

C.R. GIBSON, LLC

Date: May 16, 2008

By: 
Name: Christopher J. Mangano
Title: Chairman and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* : : ss.

Chief Executive Officer

Christopher J. Munyan, being duly sworn, says that [s]he is the and Chairman of C.R. GIBSON, LLC, a Delaware limited liability company, and acknowledges that [s]he did sign said instrument on behalf of C.R. GIBSON, LLC pursuant to due authority.

Sworn to and subscribed
before me this 16th day
of May, 2008.

Ganyne L. Rementer
Notary Public

My commission expires: June 2, 2009 (SEAL)


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
GANYNE L. REMENTER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 2, 2009

[Pertains Trademark Assignment]

SCHEDULE A

TRADEMARKS

REGISTERED / PENDING REGISTRATION

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
IOTA (and design)  RN 2877349	Registered August 24, 2004	words pictures colours LLC (Colorado LLC) 23400 Two Rivers Rd. Space 48 Basalt, CO 81621	Int'l Class: 16 August 1, 2002
IOTA (and design) CO (state) Reg. 20031170478	Registered May 27, 2003	Iota Cards + Books 227 Midland Ave, Ste 12A Basalt, CO 81621	Int'l Class: 16 August 1, 2002

UNREGISTERED MARKS

EXERCISE YOUR WRITES
EVERY IOTA
EVERY IOTA MAKES A DIFFERENCE
EVERY IOTA IS GOOD FOR BUSINESS
THE PATTERN OF COMMUNICATION
GOOD CHEMISTRY
HAPPY CARDS
A WORLD OF THANKS