

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
Seastone, L.C.		02/19/2009	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Berwick Offray LLC		
Street Address:	2015 West Front Street		
City:	Berwick		
State/Country:	PENNSYLVANIA		
Postal Code:	18603		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3162666	SEASTONE	
Registration Number:	3197740	GIVE-A-GIFT	
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:	wheller@mccarter.com		
Correspondent Name:	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:	18094/00010 (WJH/2277)		
NAME OF SUBMITTER:	William J. Heller		
Signature:	/William J. Heller/		

CH \$65.00 3162666

Date:

03/19/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 19th day of February, 2009 by Seastone, L.C., a Utah limited liability company ("Assignor") in favor of Berwick Offray LLC, a Pennsylvania 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 February 19, 2009 (the "Asset Purchase Agreement"), 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:

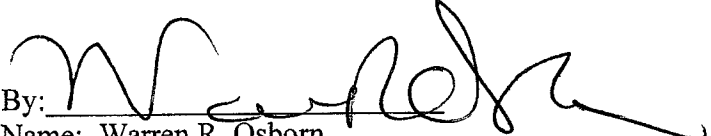
1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue 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. Consistent with and subject to the terms of the Asset Purchase Agreement, 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 reasonable 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, and subject to the terms of, 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.

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

SEASTONE, L.C.

Date: February 19, 2009

By: 

Name: Warren R. Osborn

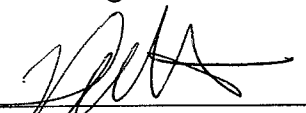
Title: Manager

ACKNOWLEDGMENT OF TRADEMARK ASSIGNMENT

STATE OF UTAH :
COUNTY OF UTAH : ss.

Warren R. Osborn, being duly sworn, says that he is the Manager of SEASTONE, L.C., a Utah limited liability company, and acknowledges that he did sign said TRADEMARK ASSIGNMENT instrument on behalf of SEASTONE, L.C., pursuant to due authority.

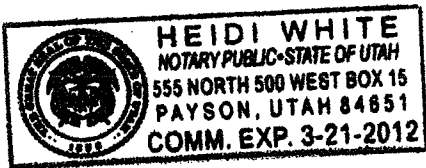
Sworn to and subscribed
before me this 19 day
of February, 2009.



Notary Public

My commission expires: 3-21-2012

(SEAL)



SCHEDULE A to Trademark Assignment of February 14, 2009

TRADEMARKS

REGISTRATIONS / PENDING REGISTRATIONS

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
SEASTONE Reg. 3162666 SN: 78/771383	Registered – October 24, 2006	SEASTONE, LC (Utah LLC) Warren R. Osborn (U.S.) Tricia R. Osborn (U.S.) 5152 N. Edgewood Dr. Suite 165 Provo UTAH 84604	Int'l Class: 09 May 15, 2001
GIVE-A-GIFT Reg. 3197740 SN: 78/580809	Registered on the Supplemental Register – January 9, 2007	SEASTONE, LC (Utah LLC) Warren R. Osborn (U.S.) Tricia R. Osborn (U.S.) 5152 N. Edgewood Dr. Suite 165 Provo UTAH 84604	Int'l Class: 06 April 1, 2005

UNREGISTERED TRADEMARKS:

- Audibles (gift card holders)
- Ecowrap (gift packaging)
- Tinnovations (gift card holders)
- Cuddlers (gift card holders)
- Nik Naks (gift card holders)
- Wrapits (gift packaging)
- Sew Cute (gift card holders)
- Bendies (gift card holders)
- Wiggles (gift card holders)

DESIGN MARKS:

- Give-A-Gift logo (gift card holders)