

**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
Prizm, Inc.		05/16/2011	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Precious Moments, Inc.		
Street Address:	2850 W. Golf Road		
Internal Address:	Ste. 250		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76084421	PIPKA	
CORRESPONDENCE DATA			
Fax Number:	(847)725-9500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-725-9421		
Email:	phyllis.steinhauser@preciousmoments.com		
Correspondent Name:	Phyllis Steinhauser		
Address Line 1:	2850 W. Golf Road		
Address Line 2:	Ste. 250		
Address Line 4:	Rolling Meadows, ILLINOIS 60008		
NAME OF SUBMITTER:	Phyllis Steinhauser		
Signature:	/Phyllis Steinhauser/		
Date:	08/09/2011		
Total Attachments: 2 source=Assignment of Trademark- signed#page1.tif source=Assignment of Trademark- signed#page2.tif			

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

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THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made effective as of May 16, 2011 by Prizm, Inc., a Kansas corporation with its principal place of business at 1304 Kaw Valley Rd, Wamego, KS 66547 (“Assignor”), to Precious Moments, Incorporated with its principal place of business at 4105 Chapel Rd, Carthage, Missouri 64836 (“Assignee”).

RECITAL

Assignee and Assignor are parties to a Bill of Sale and Assignment, effective as of May 16, 2011 (the “Agreement”), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee certain servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute and deliver to Assignee such bills of sale, deeds, assignments, documents of title or other instruments of assignment with respect to the Assets that are reasonably required to transfer to the Company all of Subscriber’s right, title and interest thereto.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including, without limitation, the following trademark:

Name	Registration Number
Pipka	2529399

(all of the foregoing being referred to herein as the “Marks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Mark, whether arising before or after the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that hereafter may be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by 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 Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks to be effective as of the date first written above.

Prizm, Inc.

By: Gary Meidinger

Printed Name: Gary Meidinger

Title: President

State of Kansas )  
County of Pottawatomie ) ss.

This instrument was acknowledged before me on May 16, 2011 by Gary Meidinger, as President of Prizm, Inc.

My appointment expires:

[Signature] [Signature]  
Notary Public

