

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubber Stamp Management, Incorporated		06/14/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Superior Labels, Inc.		
Street Address:	2390 Cumberland Square Drive		
City:	Bettendorf		
State/Country:	IOWA		
Postal Code:	52722		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78728671	ADDICTED TO SCRAPBOOKING	
Serial Number:	76534154	ADDICTED TO RUBBER STAMPS	
Serial Number:	78565026	ADDICTED TO	
CORRESPONDENCE DATA			
Fax Number:	(512)861-2500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	253-857-3433x137		
Email:	cortney.wright@gmail.com		
Correspondent Name:	Cortney Wright		
Address Line 1:	1000 Town Center, Suite 1		
Address Line 4:	Browns Point, WASHINGTON 98422		
NAME OF SUBMITTER:	Cortney Wright		
Signature:	/cortneyswright/		

OP \$90.00 78728671

Date:

08/09/2011

Total Attachments: 6

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ASSET PURCHASE / LICENSE AGREEMENT

This ASSET PURCHASE / LICENSE AGREEMENT ("Agreement") is entered into as of JUNE 14, 2011 by and between Rubber Stamp Management, Incorporated (hereinafter known as "RSM" or "Seller"), a Washington corporation and Superior Labels, Inc., (hereinafter known as "Buyer" or "Superior"), an Iowa corporation; Seller and Buyer together referred to as the "Parties".

RECITALS

Whereas RSM has operated an internet based craft retailing business which is currently in liquidation and now desires to sell or license certain Assets,

Whereas Buyer desires to purchase or license said Assets,

Now, Therefore, the Parties agree to be bound in this Agreement according to the terms set out below:

DEFINITIONS

THE BUSINESS: Throughout this Agreement, the term "The Business" shall mean the Assets being purchased and licensed unless otherwise specified.

CLOSING DATE: The Closing Date is defined as the date of signing by both parties of this Agreement.

HANDMADE PRODUCTS: The term "Handmade Products" shall refer to any product made by hand or by hand processes in small quantities. Handmade Products may or may not contain components that are machine-made. "Handmade Products" do not include products which are merely customized or personalized such as custom printed labels or custom manufactured rubber stamps.

KNOWLEDGE OF or KNOWN TO SELLER: "Knowledge of Seller" or "Known to Seller" means the actual knowledge or awareness of Seller and its owner and President, David Kovanen.

LIABILITIES: "Liabilities" means with regard to the Business, all indebtedness, losses, debts, liabilities, damages, obligations, taxes, claims, demands, orders, judgments and settlements of any kind or nature, whether known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, due or to become due, regardless of when asserted or incurred, including all litigation and/or arbitration costs, attorneys fees and expenses relating thereto.

LIENS: "Liens" means with regard to the Business, any mortgage, pledge, trust deed, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, with respect to any Purchased Assets.

MARKETPLACE: The term "Market" or "Marketplace" shall mean an exchange where third party sellers and third party buyers offer and transact for goods and services. The key differentiator of a Marketplace is that it is not for direct sales by the Market operator or its affiliates.

ORDER: "Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final) with regard to the Business.

SINGLE ENTITY: The term "Single Entity" may be one or more corporations, LLC's, or other entities doing business and which are affiliated by having substantially common ownership or management.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. ASSETS INCLUDED: NO ENCUMBRANCES: AS IS WITHOUT WARRANTY.

1.1 Assets to be free of Liens and encumbrances

Seller shall sell, assign, grant and transfer to Buyer assets which shall be free and clear of all liens and encumbrances.

1.2 Assets Included In Purchase

The Assets included in Purchase (hereinafter known as "Assets") are listed on or referenced by "Schedule A" (List of Included Purchased Assets) and "Schedule B" (Domain Names), and "Schedule C" (Registered Trademarks).

1.3 Assets Included For License

The Assets included for License are listed on "Schedule D" (List of Included Licensed Assets).

1.4 Assets Explicitly Excluded from the Agreement

Assets that are explicitly excluded are listed on "Schedule E".

This transaction shall not include RSM's cash, deposits, receipts later received for sales made up to Closing, nor orders received and credit and charges and payments up to Closing.

1.5 Assets Sold or Licensed AS IS, WHERE IS and WITH ALL DEFECTS

The Assets of The Business are being sold or licensed "AS IS", "WHERE IS" and "WITH ALL DEFECTS." The Assets involve software and databases which may contain substantial, material defects. See "Schedule J" for a partial listing. Seller makes NO WARRANTY and NO REPRESENTATION as to any software or data. To the maximum extent permitted under law, Seller makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Seller **EXPRESSLY WARNS** Buyer that software typically has defects which may be both small and substantial and that Seller's software likely have similar defects. Seller has throughout its years of business discovered defects in the software and in its databases which have sometimes been substantial and may make a significant, material impact upon The Business, its efficiency, and its economics.

No warranty or representation is provided to Buyer that the Sold or Licensed assets do not infringe upon the intellectual property of others, including but not limited to Patents and Trade Secrets. Seller only represents to Buyer that as

1.3 Expiration of License

The license provided for the Assets in "Schedule D" expires in 99 years from the Closing Date.

2. PURCHASE PRICE, PAYMENT, CLOSING, POSSESSION.

2.1 Purchase Price

Payment shall be the amount of \$██████████ per month, for 120 total monthly payments (10 years.) This amount shall be CPI adjusted annually on July 1st each year starting in 2012.

The first payment will be due July 1, 2011. Subsequent monthly payments are due on the first of each month thereafter.

2.2 CPI Adjustment of the Purchase Price Payments

The monthly payment (above) shall be CPI adjusted annually on July 1st each year, using the CPI numbers published by the Bureau of Labor Statistics (<http://www.bls.gov/cpi/tables.htm>). The statistic used shall be the US City Average for all Urban Consumers "All items less food and energy" for the month of April. (Example: April 2011 has an index of 224.118.)

Example: If the index of the current year is 244.97 then the monthly payment would be \$██████████ (This is \$██████████ * 244.97 / 224.118 = ██████████)

2.3 Prepayment Option & Discount

2.3.1 Prepayment Option. The Buyer may at any time prepay all remaining payments as a single lump-sum payment. If Buyer chooses to pay the remaining balance in a single lump-sum, the amount shall be the number of remaining months multiplied by the current CPI-U adjusted payment amount. The decision to prepay the monthly payments is the sole option of the Buyer.

2.3.2 Prepayment prior to July 1, 2014. If the prepayment is made before July 1, 2014 then the total prepayment amount shall be discounted by 17%.

Example: If the prepayment is made immediately at the Closing Date the prepayment would be \$██████████ (This is \$██████████ * 120 * 83%)

2.3.3 Prepayment prior to July 1, 2016. If the prepayment is made before July 1, 2016 then the total prepayment amount shall be discounted by 10%.

Example: If the CPI adjusted monthly payment amount is currently \$██████████ and there are 70 payments left, the prepayment would be \$██████████ (This is \$██████████ * 70 * 90%)

2.4 UCC-1 Security Interest

Seller: DK Buyer: USE

Buyer grants to Seller a UCC-1 security interest in the assets sold or licensed to Buyer in this agreement, as well as a Personal Guarantee for payment in full.

RSM retains, and Buyer grants to RSM, a Purchase Money Security Interest in all of the Purchased Assets. Buyer shall provide such immediate cooperation in assisting RSM in the perfection of its security interest as determined necessary in the reasonable judgment of counsel for RSM, including perfection of such security interest not only in the state of Washington, but in any jurisdiction to which any of the Purchased Assets may be relocated from time-to-time while under the ownership of Buyer, and further including the filing and perfection of any UCC-1 Continuation Financing Statement through payment in full of all Buyer obligations pursuant hereto.

2.5 Priority Payments

If Buyer shall be in Default, RSM shall be entitled to first priority as secured party under a purchase money security interest in the assets. Such Purchase Money Security Interest shall retain Statutory priority over any other claim against the assets.

2.6 Accounting and Inspection

RSM shall have a continuing right to inspect the Purchased Assets and review the books and records of the Business upon reasonable notice to Buyer.

2.7 Late Payments

If Buyer should fail to pay on-time then an interest rate of 2% per month or portion thereof, or the maximum allowed by law, shall be applied to all payments which are past due.

If collection is required, including any legal proceedings, then Seller shall be entitled to be reimbursed for all expenses incurred for the collection of the past due amount, including legal expenses and costs, plus interest at 2% per month, or the maximum allowed by law, for the past due amount.

If Buyer is more than 90 days in arrears, Seller shall have the option (but not the obligation) to declare the Buyer to be in Default.

2.8 Default by Buyer

In the event of a Default or uncorrected breach of this Agreement by Buyer including but not limited to breaches in the Limitation of License, the Seller shall have the following rights:

1. Injunctive and equitable relief:
 - a. Immediate injunctive relief to prevent unlicensed use, or sale or assignment of the Assets. The Parties agree in advance that any

To Innovator Corporation:

Innovator Corporation.
Attn: David Kovanen
1000 Town Center, Suite 1
Browns Point, WA 98422
Phone: 253-925-1000
Facsimile: 512-861-2500

Superior Labels Inc.

Superior Labels, Inc.
Attn: Scott Lee
2390 Cumberland Square Drive
Bettendorf, IA 52722
Phone: 563-391-2748
Facsimile: 563-366-5185

AGREED:

David J. Kovanen Date: 2011-06-22
David J. Kovanen, President, Rubber Stamp Management, Inc.

William Scott Lee Date: 6/19/11
William Scott Lee, President, Superior Labels, Inc.

Seller: DK Buyer: WSL

"SCHEDULE C"

List of Trademarks

The following federally registered trademarks to be assigned

1. 2,907,858 – Addicted To Rubber Stamps®
2. 3,139,042 – Addicted To Scrapbooking®
3. 3,132,091 – Addicted To®

Seller: DK, Buyer: WJL