

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
Lifestyle Crafts LLC		08/28/2013	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	We R LLC d/b/a We R Memory Keepers		
Street Address:	631 North 400 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84103		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3989140	LIFESTYLE CRAFTS L	
Registration Number:	2867218	QUICKUTZ	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	M241844 ~ 494682-TBD		
NAME OF SUBMITTER:	Stephen A. Zemanick		

CH \$65.00 3989140

Signature:	/SAZ 2222/
Date:	09/17/2013
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Lifestyle Crafts LLC, a Utah limited liability company, ("*Assignor*"), is the owner of the registered trademarks in the form more fully described in **Exhibit A** hereto (the "*Marks*");

WHEREAS, Assignor and We R, LLC d/b/a We R Memory Keepers, a Utah limited liability company ("*Assignee*"), have entered into the Asset Purchase Agreement of even date herewith (the "*Purchase Agreement*"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States of America, together with the goodwill associated therewith, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

[Signature pages follow]

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

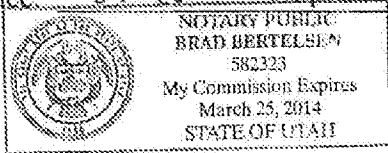
STATE OF UTAH)
CITY OF DRUM) ss.
COUNTY OF UTAH)

ASSIGNOR: Lifestyle Crafts LLC

Dated: Aug 28, 2013

DANIEL STEWART
(signature)

Place: DRUM UT



By: DANIEL STEWART
(printed name of authorized agent of assignor)

Its: OWNER
(title)

Before me, a Notary Public in and for said County and State, personally appeared Daniel Stewart, who executed the foregoing instrument for the purposes and considerations therein expressed.

TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Daniel Stewart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s~~he~~^{he} executed the same in ~~his~~^{his} authorized capacity, and that by ~~his~~^{his} her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing is true and correct.

Given under my hand and seal of office this 28 day of Aug, 2013.

Brad Bertelsen

Notary Public

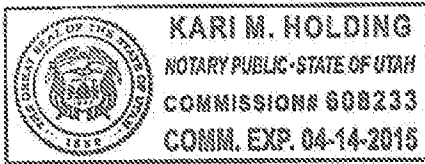
My Commission Expires: 3/25/2014

[Signature page to Trademark Assignment Agreement]

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below,

STATE OF UTAH)
CITY OF Salt Lake) ss.
COUNTY OF Salt Lake)



ASSIGNEE: We R, LLC

Dated: 9-12-13

[Signature]
(signature)

Place: Salt Lake City

By: Andrew Hiller
(printed name of authorized agent of assignee)

Its: President
(title)

Before me, a Notary Public in and for said County and State, personally appeared Andrew Hiller, who executed the foregoing instrument for the purposes and considerations therein expressed.

TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Andrew Hiller, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing is true and correct.

Given under my hand and seal of office this 12 day of September, 2013.

[Signature]
Notary Public

My Commission Expires: 4/14/15

[Signature page to Trademark Assignment Agreement]

EXHIBIT A

Serial Number..... 85,165,262
Registration Date..... 5 July 2011
Title: Lifestyle Crafts L.
Registration Number..... 3,989,140
Filing Date..... 29 October 2010

Serial Number..... 76,299,510
Registration Date..... 27 July 2004
Title: Quickutz
Registration Number..... 2,867,218
Filing Date..... 14 August 2001

[Signature page to Trademark Assignment Agreement]