

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
Imaginisce, LLC		10/02/2013	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	American Crafts, L.C.		
Street Address:	476 North 1500 West		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84057		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3332016	I IMAGINISCE.	
Registration Number:	3483295	I	
Registration Number:	3332015	IMAGINISCE	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8014153000		
Email:	ipmail@djplaw.com		
Correspondent Name:	Brick G. Power		
Address Line 1:	111 E. Broadway, Suite 900		
Address Line 2:	Durham, Jones & Pinegar, P.C.		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	41719-005		

900270499

TRADEMARK
 REEL: 005142 FRAME: 0757

OP \$90.00 3332016

NAME OF SUBMITTER:	Brick G. Power
Signature:	/brick g power, Reg No 38,581/
Date:	10/31/2013
Total Attachments: 4 source=41719_TM_Assignment#page1.tif source=41719_TM_Assignment#page2.tif source=41719_TM_Assignment#page3.tif source=41719_TM_Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") acknowledges the transfer made in the Asset Purchase Agreement (the "APA") of July 19, 2013 by and between Imaginisce, LLC, a Utah limited liability company ("Imaginisce"), and American Crafts, L.C., a Utah limited liability company ("American Crafts"). Each of Imaginisce and American Crafts may also be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Imaginisce has adopted, used and is using, and is the owner of all rights, title and interest in and to various trademarks, including, but not limited to, the trademarks identified on the EXHIBIT attached to this Assignment (collectively, the "Trademarks"), along with the Trademark registrations (the "Trademark Registrations") identified on the attached EXHIBIT, and has developed goodwill of the business symbolized by and associated with the Trademarks (the "Goodwill"); and

WHEREAS, American Crafts desires to acquire the entire rights, title and interest in and to the Trademarks, Trademark Registrations and the Goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Imaginisce hereby acknowledges its assignment and transfer of the Trademarks, the Trademark Registrations and the Goodwill to American Crafts, as set forth in the APA, and Imaginisce further agrees to:

COVENANT, when requested and at the expense of American Crafts, to carry out in good faith the intent and purpose of this Assignment, to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to American Crafts all facts and to provide to American Crafts all documents and things known and accessible to Imaginisce relating to the Trademarks, the Trademark Registrations and the Goodwill and the histories thereof, and testify as to the same in any proceeding relating thereto; and generally do everything possible that American Crafts shall consider desirable for vesting title to the Trademarks, the Trademark Registrations and the Goodwill, and to secure, maintain, defend and enforce valid and enforceable protection for the Trademarks, the Trademark Registrations and the Goodwill;

AGREE AND ACKNOWLEDGE that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the assigns, successors and legal representatives of Imaginisce and extend to the assigns, successors and nominees of American Crafts, which shall hold all rights, title and interest in and to the foregoing for and during the existence of the Trademarks, the Trademark Registrations and the Goodwill as fully, exclusively and entirely as same would have been held and enjoyed by Imaginisce had such sale, assignment and transfer not been made;

AUTHORIZE American Crafts to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of this Assignment; and

AUTHORIZE AND REQUEST the United States Commissioner of Patents and Trademarks, and authorized officials in countries outside of the United States of America, to grant and maintain trademark registrations to American Crafts as the owner of the entire rights, title and interest in and to the Trademarks, the Trademark Registrations and the Goodwill, for the sole use and enjoyment of American Crafts, its successors and assigns.

This Assignment is made in accordance with and shall be governed and construed under the laws of the State of Utah, United States of America, without regard to any law that would lead to the application of the law of any other jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (e-mail) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW]**

[SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT
BY AND BETWEEN IMAGINISCE, LLC AND AMERICAN CRAFTS, L.C.]

IMAGINISCE, LLC
A Utah limited liability company
4752 West California Avenue
Building A, Suite 1000
Salt Lake City, Utah 84104

By:



Mark P. Durham

Title: Member/Manager

Date:

10/2/2013

AMERICAN CRAFTS, L.C.
A Utah limited liability company
476 North 1500 West
Orem, Utah 84057

By:



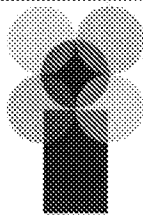

David S. Mitchell

Title: C.E.O.

Date:

10-8-2013

EXHIBIT

TRADEMARK	COUNTRY	REG. NO./ APP. NO.	REG. DATE/ APP. DATE
 imaginisce.	US	3,332,016 78/808,851	November 6, 2007 February 7, 2006
	US	3,483,295 77/209,384	August 12, 2008 June 19, 2007
IMAGINISCE	US	3,332,015 78/808,834	November 6, 2007 February 7, 2006

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