

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springs Global US, Inc.		03/02/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Springs Creative Products Group, LLC
Street Address:	454 South Anderson Road
City:	Rock Hill
State/Country:	SOUTH CAROLINA
Postal Code:	29730
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1691622	SHEER MIST
Registration Number:	1694472	SPRINGKNIGHT
Registration Number:	1741379	TRE MODE
Registration Number:	2952712	CONNECT-IT
Registration Number:	2991405	LACE-IT!
Registration Number:	2969609	ADD-IT!
Registration Number:	2096493	QUILTERS ONLY
Registration Number:	1460110	PACIFIC SILVERCLOTH
Registration Number:	2488309	CONCORD HOME
Registration Number:	1585742	CONCORD HOUSE
Registration Number:	1831385	DAISY KINGDOM
Registration Number:	1715882	PALENCIA
Serial Number:	78731664	CRAFT QUARTERS
Serial Number:	76475984	BLUE JEAN TEDDY

OP \$365.00 1691622

CORRESPONDENCE DATA

Fax Number: (404)581-8330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown

Address Line 1: 1420 Peachtree Street, N.E.

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	397168-600010
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	05/17/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND PATENT

This ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND PATENTS (hereinafter the "Assignment") is hereby entered into this 2nd day of March, 2007, by and between Springs Global US, Inc., a Delaware corporation having a principal place of business located at 205 N. White Street, Fort Mill, South Carolina 29715 (hereinafter referred to as "ASSIGNOR") and Springs Creative Products Group, LLC, a South Carolina limited liability company having a principal place of business located at 454 South Anderson Road, Rock Hill, South Carolina 29730 (hereinafter referred to as "ASSIGNEE").

RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 2, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including specific trademarks, domain names and patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, 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 entire right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications, domain names and domestic and foreign patents as listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's entire right, title and interest in, to and under the Intellectual Property, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past infringement or unauthorized use of any Intellectual Property and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said 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 the said Assignor had this Assignment of Trademarks, Domain Names and Patents not been made.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's right, title and interest in and to the Intellectual Property to Assignee, its successors or assigns.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks, Domain Name and Patents shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to the principles of conflicts of laws thereof.

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

Springs Global US, Inc

Springs Creative Products Group, LLC

By: *Thomas P. O'Connor*

By: *[Signature]*

Name: Thomas P. O'Connor

Name: Derick S. Close

Title: Executive Vice President

Title: CEO

State of)

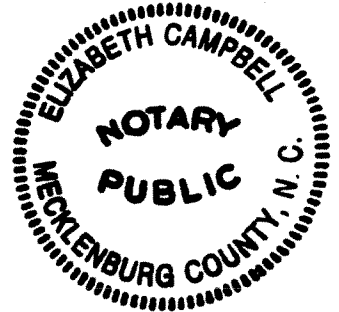
County of)

On this 2nd day of March, 2007, before me, Elizabeth Campbell personally appeared Thomas P. O'Connor, Executive VP of Springs Global US, Inc., personally known to me (or 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 he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Elizabeth Campbell
Notary Public

My Commission Expires February 6, 2009



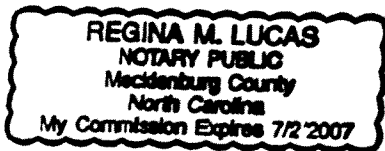
State of)

County of)

On this 2nd day of March, 2007, before me, Regina M. Lucas personally appeared Derick S. Close, CEO of Springs Creative Products Group, LLC, personally known to me (or 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 he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Regina M. Lucas
Notary Public



TRADEMARK

REEL: 003544 FRAME: 0388

**SCHEDULE A
INTELLECTUAL PROPERTY**

(A) US Registered Marks:

Mark	Registration No.	Registration Date
Sheer Mist	1691622	6/9/1992
SpringKnight	1694472	6/16/1992
Tre Mode	1741379	12/22/1992
Connect-It	2952712	5/17/2005
Lace-It!	2991405	9/6/2005
Add-It!	2969609	7/19/2005
Quilters Only	2096493	9/16/97
Pacific Silvercloth	1460110	10/6/1997
Concord Home	2488309	9/11/2001
Concord House	1585742	3/6/1990
Daisy Kingdom	1831385	4/19/1994
Palencia	1715882	9/15/1992

(B) US Trademark Applications:

Mark	Application No.	Filing Date
Craft Quarters	78/731664	10/12/2005
Blue Jean Teddy	76/475984	12/12/2005