

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beaders' Paradise, Inc.		02/01/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valley Fibers Corporation		
<b>Street Address:</b>	75 Service Center Road		
<b>City:</b>	Northampton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01060		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2682649	BEADERS' PARADISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(413)585-0787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	413-584-8067		
<b>Email:</b>	kane@fierstpucci.com		
<b>Correspondent Name:</b>	Jonathan J. Kane, Esq.		
<b>Address Line 1:</b>	64 Gothic Street		
<b>Address Line 4:</b>	Northampton, MASSACHUSETTS 01060		
<b>NAME OF SUBMITTER:</b>	Jonathan J. Kane		
<b>Signature:</b>	/Jonathan J. Kane/		
<b>Date:</b>	05/27/2008		
<b>Total Attachments: 1</b> source=Trademark Assignment#page1.tif			

OP \$40.00 2682649

ASSIGNMENT OF TRADEMARK

This TRADEMARK ASSIGNMENT is dated as of February 1, 2008 (the "Assignment") between Beaders' Paradise, Inc., a Massachusetts corporation ("Assignor"), and Valley Fibers Corporation, a Massachusetts corporation (the "Assignee").

WHEREAS, this Trademark Assignment is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement dated January 31, 2008 (the "Agreement") between the Assignor and Assignee; and

WHEREAS, Assignee has agreed to transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to the mark BEADERS' PARADISE, Registration Number 2,682,649 (the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest in and to the Mark, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges associated with the Mark will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Mark.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed any agreement in conflict herewith.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the first date written above.

By: Cynthia D. Harris  
Name: CYNTHIA D. HARRIS  
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

Subscribed and sworn to before me this 1st day of February, 2008.

(seal)

Melissa J. Leeds  
Notary Public