

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
MVP Group International, Inc.		12/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Midwest-CBK, LLC
Street Address:	32057 64th Avenue
City:	Cannon Falls
State/Country:	MINNESOTA
Postal Code:	55009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4248872	MIDWEST-CBK
Registration Number:	4248875	MIDWEST CBK
Registration Number:	4248873	DESIGN, STYLE, SPARKLE!
Registration Number:	4248874	DESIGN, STYLE, SPARKLE!
Registration Number:	2692807	CBK
Registration Number:	2858472	SEASONS OF CANNON FALLS
Registration Number:	3306689	SERENITY BY SEASONS OF CANNON FALLS
Registration Number:	2555774	THE ORIGINAL S'MORES
Registration Number:	2624182	THE ORIGINAL S'MORES
Registration Number:	3097384	ON TREND & STYLE
Registration Number:	3620084	DELIGHT
Registration Number:	3558487	ACCENTS TO BRIGHTEN YOUR HOME

CORRESPONDENCE DATA

900255003

**TRADEMARK
 REEL: 005030 FRAME: 0994**

CH \$315.00 4248872

Fax Number: 2166960740

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-861-7659

Email: clevelandip@bakerlaw.com

Correspondent Name: Melanie S. Corcoran/Baker & Hostetler

Address Line 1: 1900 East 9th Street

Address Line 2: Suite 3200

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Melanie S. Corcoran
Signature:	/msc/
Date:	05/13/2013

Total Attachments: 4

source=TM ASSMT MVP Group to Midwest-CBK LLC#page1.tif

source=TM ASSMT MVP Group to Midwest-CBK LLC#page2.tif

source=TM ASSMT MVP Group to Midwest-CBK LLC#page3.tif

source=TM ASSMT MVP Group to Midwest-CBK LLC#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 5, 2012 (the "Effective Date"), is by and between MVP Group International, Inc., a Kentucky corporation (hereinafter "Assignor"), and Midwest-CBK, LLC, a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the U.S. and foreign Trademark Applications and Registrations listed on Schedule I attached hereto (the "Trademarks"), and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks from Assignor pursuant to this Assignment.

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

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the identified applications and/or registrations therefor, and with all claims arising out of or relating to the use and/or ownership of the Trademarks including the right to sue for past, present and future infringement thereof.

2. Purchase Agreement. Nothing contained herein is intended to modify, amend or alter in any respect the rights and obligations of the parties under that certain Asset Purchase Agreement between Assignor and Assignee dated December 5, 2012, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

3. Recordation and Further Actions. Assignor authorizes the Register of Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to facilitate that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto, as may be reasonably necessary to effect the purpose of this Assignment and carry out its provisions. Should Assignor fail to comply with the provisions of this section, Assignor hereby irrevocably designates and appoints Assignee, as Assignor's attorney-in-fact with authority to take such actions and to execute and deliver such documents or instruments on Assignor's behalf as are necessary to effect the assignment of the Trademarks to the Assignee as provided herein. Notwithstanding the foregoing, any actions taken by Assignor or Assignee pursuant to this Section 3 shall be at Assignee's expense and in no event shall Assignor have any obligation to make any payments, including without limitation payments for any recording fees, in connection with this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year written below to be effective as of the Effective Date.

Signed _____ (_____)

For and on behalf of _____ (Signature _____)

MVP GROUP INTERNATIONAL, INC.

(Assignor) (Name: Jed Woaddy)

(Title: Executive VP + General Counsel)

(Date: 11/26/12)

Signed _____ (_____)

For and on behalf of _____ (Signature _____)

MIDWEST-CBK, LLC

(Assignee) (Name: _____)

(Title: _____)

(Date: _____)

State of South Carolina

County of Berkley

On 11/26/12 before me, John Copeland, the undersigned Notary Public, personally appeared Jed Woaddy, on behalf of MVP GROUP INTERNATIONAL, INC. (Assignor), being 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 seal.

[Signature]
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year written below to be effective as of the Effective Date.

Signed _____
For and on behalf of _____
MVP GROUP INTERNATIONAL, INC.
(Assignor)
Name: _____
Title: _____
Date: _____

Signed _____
For and on behalf of _____
MIDWEST-CBK, LLC
(Assignee)
Name: Richard Duff
Title: Gen. Manager
Date: 11-29-12

State of _____
County of _____

On _____ before me, _____, the undersigned Notary Public, personally appeared _____, on behalf of MVP GROUP INTERNATIONAL, INC. (Assignor), being 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 seal.

Notary Public

[Signature Page to Trademark Assignment]

**SCHEDULE 1
TO THE
TRADEMARK ASSIGNMENT**

U.S. and Foreign Trademarks

Title	Country	Serial No.	Date Filed	Reg. No.	Date Registered
MIDWEST-CBK (wm)	US	85/460,900	10/31/2011		
MIDWEST-CBK (& Design)	US	85/460,938	10/31/2011		
MIDWEST-CBK (wm)	Canada	1,551,565	11/10/2011		
MIDWEST-CBK (& Design)	Canada	1,551,567	11/10/2011		
DESIGN, STYLE, SPARKLE! (wm)	US	85/460,924	10/31/2011		
DESIGN, STYLE, SPARKLE! (& Design)	US	85/460,934	10/31/2011		
DESIGN, STYLE, SPARKLE! (wm)	Canada	1,551,566	11/10/2011		
DESIGN, STYLE, SPARKLE! (& Design)	Canada	1,551,568	11/10/2011		
CBK	US	76/385,750	03/12/2002	2,692,807	3/04/2003
CBK	Saudi Arabia			848/13	
CBK	Saudi Arabia			848/12	
MIDWEST OF CANNON FALLS	Canada	853237	8/11/1997	TMA510514	4/7/1999
SEASONS OF CANNON FALLS	US	76/408,658	5/9/2002	2,858,472	6/29/2004
SERENITY BY SEASONS OF CANNON FALLS	US	78/766,687	12/5/2005	3,306,689	10/09/2007
TATTERTALES	Canada	817625	7/10/1996	TMA496338	6/18/1998
THE ORIGINAL S'MORES	US	76/259,936	5/21/2001	2,555,774	4/02/2002
THE ORIGINAL S'MORES	US	76/259,937	5/21/2001	2,624,182	9/24/2002
ON TREND & STYLE	US	78426810	05/28/2004	3097384	05/30/2006
DELIGHT	US	77266338	08/28/2007	3620084	05/12/2009
ACCENTS TO BRIGHTEN YOUR HOME	US	77266336	08/28/2007	3558487	01/06/2009
HOLIDAY GALLERY	Canada	0794397	10/05/1995	TMA496524	06/22/1998