

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
We R, LLC		06/18/2014	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	American Crafts, L.C.		
Street Address:	PO Box 512		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84059		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4012276	SEWEASY	
Registration Number:	4376865	HOOPLA	
Registration Number:	4251458	THE CINCH	
Registration Number:	4190443	WE R MEMORY KEEPERS	
Registration Number:	4464696	WE R MEMORY KEEPERS	
Registration Number:	4190450	CROP A DILE	
Registration Number:	4427462	ZOGGIN	
Registration Number:	3989140	LIFESTYLE CRAFTS L	
Registration Number:	2867218	QUICKUTZ	
Serial Number:	86070868	WE R AT HOME	
Registration Number:	4571247	WE R AT HOME	
Registration Number:	4574833	WE R AT HOME	
CORRESPONDENCE DATA			
Fax Number:	8015327750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8012577989		
Email:	cpehrson@parrbrown.com		
Correspondent Name:	Chad S. Pehrson		

CH \$315.00 4012276

Address Line 1: 2309 S. 1800 E.
Address Line 4: Salt Lake City, UTAH 84106

ATTORNEY DOCKET NUMBER: 149080-4

NAME OF SUBMITTER: Chad S. Pehrson

SIGNATURE: /Chad S Pehrson/

DATE SIGNED: 02/25/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 18th day of June, 2014, by We R, LLC, a Kansas limited liability company ("Assignor"), to American Crafts, LC, a Utah limited liability company ("Assignee"). Capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement dated as of June 18, 2014, by and among Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks identified on Exhibit A attached hereto (the "Trademarks"), and owns all right, title, and interest in and to the trademark applications identified on Exhibit A attached hereto and incorporated herein (the "Trademark Applications"); and

WHEREAS, Assignor owns certain Intellectual Property Rights (as such term is defined in the Purchase Agreement) as more fully described in the Purchase Agreement (the "Company Intellectual Property"), which includes the Trademarks and Trademark Applications; and

WHEREAS, pursuant to that Purchase Agreement, Assignor agreed to assign to Assignee all right, title, and interest in and to the Company Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is acknowledged, Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee all of Assignor's rights, titles, and interests in and to:

1. the Trademarks, together with all of the goodwill of Assignor embodied in and/or symbolized by the Trademarks and all other portions of Assignor's ongoing and existing business to which the Trademarks pertain, the Trademark Applications and the prospective registrations resulting therefrom, and all other rights arising from and/or relating to the Trademarks, now or hereafter existing, in the United States and in any foreign countries; and

2. the Company Intellectual Property, together with all of the goodwill of Assignor embodied in and/or symbolized by the Company Intellectual Property and all other rights arising from and/or relating thereto;

all such ownership, rights, title, and interest to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor agrees that, without additional consideration and at Assignee's sole cost and expense, Assignor will take such further actions and execute promptly such further documents as are necessary to effect and record the above assignments, including any actions or documents required by the applicable registrar or other official to document the transfer herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this Assignment.

The purpose of this instrument is solely to effect the conveyance of the Company Intellectual Property. Nothing in this instrument is meant to or shall be construed to affect in any way the warranties, representations, agreements and covenants of Assignor or Assignee set forth in the Purchase Agreement, the conditions provided in the Purchase Agreement under which Assignor or Assignee shall be liable for breaches of any such warranties, representations, agreements or covenants, or limitations on the liability for such breaches under the Purchase Agreement, it being the express intention and agreement of the parties that the specific rights of each party with respect to the foregoing are to be determined solely from and governed by the Purchase Agreement. This instrument shall be binding upon Assignor and its legal representatives, successors and assigns and inure to the benefit of Assignee and its legal representatives, successors and assigns.

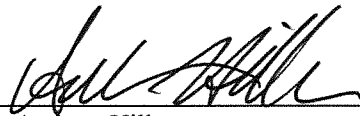
This Assignment shall be governed by and construed under the laws of the State of Utah without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

We R, LLC,
a Kansas limited liability company

By: 
Name: Andrew Hiller
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 005466 FRAME: 0367

Acknowledgement by Notary Public

State of Utah

County of Salt Lake

On this 17th day of June, 2014, before me, the undersigned Notary Public, personally appeared Andrew Hiller, 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 executed the same.

Seal: Signature: Hee L

Name: Henrietta Long, Notary Public

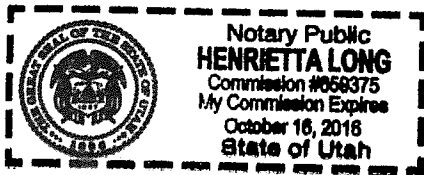


EXHIBIT ATrademark Applications

MARK	CLASS	U.S. SERIAL NO.	DATE FILED
SEWEASY	8	4,012,276	
HOOPLA	16, 20	4,376,865	
THE CINCH	16	4,251,458	
WE R MEMORY KEEPERS	35	4,190,443	
WE R MEMORY KEEPERS (design)	8, 16	4,464,696	
CROP A DILE	8, 16	4,190,450	
ZOGGIN	41	4,427,462	
LIFESTYLE CRAFTS L (design)	7	3,989,140	
QUICKUTZ	7, 16	2,867,218	
WE R AT HOME	20	86/070,868	
WE R AT HOME	19	86/100,994	
WE R AT HOME	16	86/069,795	
“Craft Table Design”	Work tables	2237487-0001 (European Union)	