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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM596848

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colorbok, LLC		12/20/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	American Crafts, L.C.	
Street Address:	ess: 588 West 400 South	
Internal Address:	Suite 300	
City:	Lindon	
State/Country:	UTAH	
Postal Code:	84042	
Entity Type:	Limited Liability Company: UTAH	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4600191	THE ORIGINAL MAKIT & BAKIT
Registration Number:	4446197	SEW CUTE! STUFFED STUFF FOR YOUR STUFF!
Registration Number:	2752068	CROP IN STYLE
Registration Number:	2653129	CALIFORNIA CREATIONS
Registration Number:	2083189	FLYING COLORS
Registration Number:	2086435	AUTUMN LEAVES
Registration Number:	1731029	COLORBOK
Registration Number:	1049294	ANOTHER FINE SUN CATCHER PRODUCT
Serial Number:	72289197	MAKIT & BAKIT

CORRESPONDENCE DATA

Fax Number: 8013753865

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.

Phone: (801)375-6600 **Email:** ipmail@djplaw.com

Correspondent Name: Brick G. Power, Durham Jones & Pinegar,

Address Line 1: 3301 North Thanksgiving Way

Address Line 2: SUITE 400

Address Line 4: Lehi,	UTAH 84043		
ATTORNEY DOCKET NUMBER:	41719-5(colorbok)		
NAME OF SUBMITTER:	Brick G. Power		
SIGNATURE:	/brick g power/		
DATE SIGNED:	09/10/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made and entered into this 20th day of December, 2019 by and among Colorbök, LLC, an Ohio limited liability company ("<u>Assignor</u>"), in favor of American Crafts L.C., a Utah limited liability company ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "APA"), by and among Assignor and Assignee, pursuant to which Assignor agrees to assign to Assignee its right, title, and interest in and to certain assets, including the Trademarks; and

WHEREAS, Assignor and Assignee wish to document the assignment to Assignee of Assignor's title, interest, and rights in and to each of the Trademarks.

- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:
- Section 1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to each of the Trademarks, together with the goodwill of the business which is symbolized by each of the Trademarks, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and the right to sue and recover any damages, profits, and other remedies for past, present, and future infringements or violations of any of the Trademarks.
- Section 2. <u>Acknowledgement</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all Assignor's right, title, and interest in and to each of the Trademarks.
- Section 3. <u>Further Assurances</u>. Assignor hereby covenants, at the reasonable request of Assignee, to do and perform, or to cause to be done and performed, all further acts and things, and to execute and deliver all further documents, in order to carry out the intent and accomplish the purposes of this Assignment and the consummation of the transactions contemplated hereby.
- Section 4. <u>Governing Law.</u> This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflict of laws thereof.
- Section 5. <u>Entire Agreement</u>. This Assignment, together with the APA, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and

understandings of Assignor and Assignee relating to the subject matter hereof. The parties hereto intend that this Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the APA, which govern the parties' rights and interests in the Trademarks. In the event of any conflict between the terms of this Assignment and the terms of the APA, the terms of the APA shall control.

[Signature Page Follows]

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

ASSIGNOR:

COLORBÖK, LLC

Name:

Title:

Trademark Assignment between Colorbök, LLC, and American Crafts, L.C. - Page 3 of 4

Schedule A

	Country App. No.	Ann Date Reg. No.	Reg. Date Status
Owner Trademark	County App. No.		8

REEL: 007048 FRAME: 0328

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
86101174	4600191	THE ORIGINAL MAKIT & BAKIT	<u>TSDR</u>	LIVE
85738177	4446197	SEW CUTE! STUFFED STUFF FOR YOUR STUFF!	<u>TSDR</u>	LIVE
76383136	2752068	CROP IN STYLE	<u>TSDR</u>	<u>LIVE</u>
75887705	<u> 2653129</u>	CALIFORNIA CREATIONS	<u>TSDR</u>	LIVE
75045318	2083189	FLYING COLORS	TSDR	LIVE
<u>75024189</u>	2086435	AUTUMN LEAVES	<u>TSDR</u>	LIVE
74182568	<u>1731029</u>	<u>COLORBOK</u>	<u>TSDR</u>	LIVE
73037663	1049294	ANOTHER FINE SUN CATCHER PRODUCT	<u>TSDR</u>	LIVE
72289197	870205	MAKIT & BAKIT	<u>TSDR</u>	LIVE
74182568	1731029	COLORBOK	<u>TSDR</u>	LIVE

RECORDED: 09/10/2020