

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
Hampton Art, LLC		10/11/2007	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Caron International, Inc.		
Street Address:	1481 West 2nd Street		
City:	Washington		
State/Country:	NORTH CAROLINA		
Postal Code:	27889-4157		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75744869		
CORRESPONDENCE DATA			
Fax Number:	(252)672-5477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	252-672-5400		
Email:	trademarks@wardandsmith.com		
Correspondent Name:	Angela P. Doughty		
Address Line 1:	1001 College Court		
Address Line 2:	PO Box 867		
Address Line 4:	New Bern, NORTH CAROLINA 28563-0867		
ATTORNEY DOCKET NUMBER:	830482-00256		
NAME OF SUBMITTER:	Angela P. Doughty		
Signature:	/Angela P. Doughty/		

OP \$40.00 75744869

900164774

**TRADEMARK
 REEL: 004225 FRAME: 0779**

Date:

06/16/2010

Total Attachments: 8

source=Asset Sale and Purchase Agr#page1.tif

source=Asset Sale and Purchase Agr#page2.tif

source=Asset Sale and Purchase Agr#page3.tif

source=Asset Sale and Purchase Agr#page4.tif

source=Asset Sale and Purchase Agr#page5.tif

source=Asset Sale and Purchase Agr#page6.tif

source=Asset Sale and Purchase Agr#page7.tif

source=Asset Sale and Purchase Agr#page8.tif

ASSET SALE AND PURCHASE AGREEMENT

BY AND BETWEEN

HAMPTON ART, LLC, as Seller

and

CARON INTERNATIONAL, INC., as Buyer

As of October 11, 2007

INDEX TO EXHIBITS AND SCHEDULES

Exhibit 4.03	Transition Services Agreement
Exhibit 4.04	Kevin T. Gallagher Employee Agreement
Exhibit 4.05	Robert M. Gallagher Employee Agreement
Exhibit 11.06	Press Release
Schedule 1.01(d)	Machinery and Equipment
Schedule 1.01(e)	Marketing Materials
Schedule 1.01(f)(i)	Intellectual Property
Schedule 1.01(f)(ii)	Contracts
Schedule 1.02	Related Party Transactions
Schedule 2.03	Employees
Schedule 4.02	Tax Allocation
Schedule 5.01	Jurisdictions of Qualification
Schedule 5.02	Subsidiaries/Affiliates
Schedule 5.05	Consents and Approvals
Schedule 5.06	Financial Statements
Schedule 5.07	Absence of Certain Charges or Costs
Schedule 5.10	Contracts and Agreements
Schedule 5.15	Employees
Schedule 5.18	Tax Returns

ASSET SALE AND PURCHASE AGREEMENT

This Agreement (the "**Agreement**") dated as of October 11, 2007, is by and between **HAMPTON ART, LLC**, a New York limited liability company ("**Seller**"), and **CARON INTERNATIONAL, INC.**, a Delaware corporation ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of manufacturing and selling clear, rubber and wood block craft stamps, art stamp designs, inkpads for craft stamps, craft scrapbooks and other craft accessories (the "**Business**");

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to buy from Seller, pursuant to the terms and conditions set forth in this Agreement, the Business and the assets used in connection with the Business; and

WHEREAS, in furtherance of this Agreement and/or in connection herewith, Seller, one or more members of Seller, Kevin Gallagher ("**Kevin**"), Robert Gallagher ("**Bob**"), Ronald Gallagher ("**Ron**") and Steven Gallagher ("**Steven**") (Kevin, Bob, Ron and Steven are individually each a "**Member**" and, collectively, "**Members**"), Buyer and Buyer's parent, National Spinning Co., Inc., a New York corporation ("**NSC**") shall enter into and/or deliver contemporaneously herewith certain other agreements, documents and instruments related hereto or contemplated hereby (this Agreement and such other agreements, documents and instruments being collectively referred to herein as the "**Transaction Agreements**");

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

TRANSFER OF THE BUSINESS

Section 1.01 – Sale and Purchase of Assets. On the basis of the representations, warranties, covenants and agreements herein contained and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the Closing Date (as hereinafter defined) all of the respective property, assets and rights, title and interest of Seller in and to the Business (hereinafter collectively called the "**Assets**") including, without limitation, the Assets described and designated as follows (other than the Excluded Assets as defined below), free and clear of any and all liens, charges, encumbrances and other interests of third parties:

(a) **Inventory.** All of the inventory (including, without limitation, raw materials, work in progress and finished goods) of the Business, existing as of the Closing Date, which is in saleable condition, including Inventory located at any premises operated by or on behalf of Seller, or in-transit thereto on the Closing Date or stored by or on behalf of Seller at one or more off-site locations (the "**Inventory**").

(b) Accounts Receivable. All accounts receivable owing to Seller to the extent arising from or in connection with the conduct of the Business prior to the Closing Date (the "**Accounts Receivable**").

(c) Current Assets. All cash, prepaid expenses and other current assets (including investment assets, if any) of Seller in existence as of the Closing Date.

(d) Machinery and Equipment, etc. All of Seller's machinery, equipment, tooling, spare parts, furniture, fixtures, motor vehicles, computer hardware and other tangible personal property used in the operation of the Business, all as set forth on Schedule 1.01(d) (collectively, the "**M&E**").

(e) Other Materials and Supplies. All of Seller's (i) materials and packing supplies (collectively, "**Packing Supplies**"), and (ii) all promotional and instructional literature in whatever form embodied, samples, pattern books and related sales and marketing items, including certain prepaid trade show registrations and related costs and promotional machines and other materials, all as set forth on Schedule 1.01(e) (collectively, the "**Marketing Materials**").

(f) Intangibles. All of Seller's (i) goodwill, general intangibles, and intellectual property (collectively, "**Intellectual Property**") used in connection with the Business, whether registered, unregistered, or pending, including, without limitation, all domestic or foreign patents, patent applications, patent licenses, trademarks and trade names, trademark licenses, logos, brand names, service marks, trademark applications, copyrights, copyright applications, fictitious business names, software licenses, computer software, source codes, trade secrets, "know-how", internet domain names, websites and all other intellectual property used in connection with the Business, whether or not owned by Seller, including, without limitation, the Intellectual Property listed and described on Schedule 1.01(f)(i) hereto, (ii) contracts and contract rights, licenses, leases, guarantees, instruments, commitments letters of intent, memoranda of understanding and other agreements related to the Business and to which Seller is a party (collectively, "**Contracts**"), true, complete and correct copies of each of which have been delivered by Seller to Buyer and each of which is identified on Schedule 1.01(f)(ii) hereto, and (iii) consents, licenses, permits, grants, approvals, orders, authorizations, rights or privileges of any nature, granted, issued, approved or allowed by any Governmental Entity (as defined below), administrative agency or regulatory authority used in the operation of the Business and/or the Assets (the intangible assets described above being collectively referred to as the "**Intangibles**").

(g) Customers; Business Records. All current books, records, accounts, a customer list containing the names of all current customers of the Business (the "**Customers**"), files, computer printouts and files, business phone numbers, and other business documents and information or copies thereof used in the Business and owned by Seller (collectively, the "**Business Records**").

(h) Good Will and Name. The good will ("**Good Will**") and going concern value of the Business including the names "Hampton Art," "Limited Edition," "Studio G" and "Little Classic," each of which is associated with the Business, and any variant of any of these names.

SCHEDULE 1.01(f)(i)

INTELLECTUAL PROPERTY

seller owns the following intellectual property:

1. U.S. Trademark No. 2,418,847 for rubber stamps.
2. Common-law rights associated with the names "Hampton Art," "Limited Edition," "Studio G" and "Little Classic."
3. The following domain names:

Artstampsdirect.com

Crazyloop.com

Hamptonart.com

Hamptonartstamps.com

Limitededitions.com

Limitededitionrubberstamps.com


Shopforstamps.com

Stampforhope.com

Clearstamp.com

IN WITNESS WHEREOF, each of the parties hereto has duly authorized as of the day and year first above written.

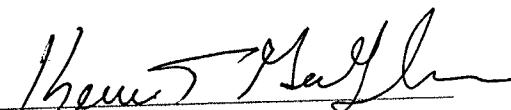
HAMPTON ART, LLC

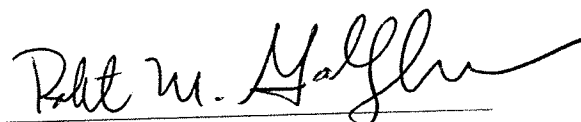
By: 
Name: Ronald T. Gallagher
Title: 10/11/07

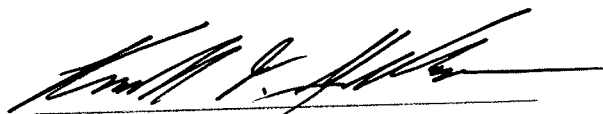
CARON INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

The undersigned hereby agree, jointly and severally with Seller and with each other, to guarantee Seller's payment and performance of its obligations under Section 3.01 of this Agreement.


Kevin T. Gallagher


Robert M. Gallagher


Ronald T. Gallagher


Steven G. Gallagher

TRADEMARK

IN WITNESS WHEREOF, each of the parties hereto has duly authorized as of the day and year first above written.

HAMPTON ART, LLC

By: _____
Name: _____
Title: _____

CARON INTERNATIONAL, INC.

By: Charles E. Bolen
Name: Charles E. Bolen
Title: VP / General Manager
10/11/07

The undersigned hereby agree, jointly and severally with Seller and with each other, to guarantee Seller's payment and performance of its obligations under Section 3.01 of this Agreement.

Kevin T. Gallagher

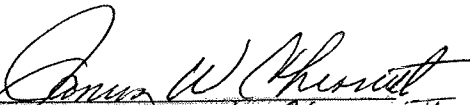
Robert M. Gallagher

Ronald T. Gallagher

Steven G. Gallagher

The undersigned hereby joins with Buyer, jointly and severally, in making the representations and warranties set forth in Article VI and agrees, jointly and severally with Buyer, to guarantee Buyer's payment and performance of its obligations under Sections 2.01(c) and 2.01(d) of this Agreement.

NATIONAL SPINNING CO., INC.

By: 
Name: JAMES W. CHESNUT
Title: PRESIDENT / CEO