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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

attached original documents or copy thereof

1. Name of conveying party(ies):

House of Lloyd, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Missouri
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 17, 1999

2. Name and address of receiving party(ies)

Name: House of Lloyd Sales, LLC

Internal Address:

Street Address: 11901 Grandview Road

City: Grandview State: MI ZIP: 64030

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule C

B. Trademark Registration No.(s)

See attached Schedule C

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eulalia M. Mack, Esq.

Internal Address: Covington & Burling

Street Address: 1330 Avenue of the Americas

City: New York State: NY ZIP: 10019

11/29/1999 BNGUYEN 00000019 1593524

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41).....\$ 665.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 00
625.00 00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eulalia Mack

Name of Person Signing

Signature

11/18/99

Date

Total number of pages including cover sheet, attachments, and document:

9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D C 20231

TRADEMARK
REEL: 001992 FRAME: 0964

**SCHEDULE C TO
TRADEMARK ASSIGNMENT**

A. U.S. Trademark Registrations:

Mark	Class	Registration Number	Registration Granted	8 & 15 / Renewal Due Date
ARMCHAIR SHOPPER	42	1,593,524	04/24/90	10/24/99 - 04/24/00
COOKIN'	42	1,945,130	01/02/96	01/02/01 - 01/02/02
CHRISTMAS AROUND THE WORLD	42	1,551,439	08/08/89	02/08/09 - 08/08/09
CHRISTMAS AROUND THE WORLD and Design	41	1,377,642	01/07/86	07/07/05 - 01/07/06
DECOR & MORE EXCLUSIVELY BY HOUSE OF LLOYD and Design	42	1,800,277	10/19/93	10/19/98 - 10/19/99 abandoned
DECOR & MORE (words only)	42	1,682,277	04/07/92	04/07/97 - 04/07/98 abandoned
HOUSE OF LLOYD	42	1,623,045	11/13/90	05/13/00 - 11/13/00
HOUSE OF LLOYD (words only)	42	1,561,642	10/17/89	04/17/09 - 10/17/09
HOUSE OF LLOYD (words only)	42	1,249,395	08/23/83	02/23/03 - 08/23/03
NAVIDAD ALREDEDORE DEL MUNDO	42	1,875,660	01/24/95	01/24/00 - 01/24/01
LLOYDS and Design	42	1,621,708	11/06/90	05/06/00 - 11/06/00
LLOYDS (words only)	42	1,597,899	05/22/90	11/22/99 - 05/22/00
ROBO-PIC	7	1,331,706	04/23/85	10/23/04 - 04/23/05
SANTA'S SURPLUS and Design	42	1,243,281	06/21/83	12/21/02 - 06/21/03
SHOP ON YOUR SEAT . . . INSTEAD OF YOUR FEET!	42	1,494,660	06/28/88	12/28/07 - 06/28/08
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	42	2,209,165	12/08/98	12/08/03 - 12/08/04
LLOYDS AND DESIGN	42	75/328,149 2,252,538	06/21/97 06/15/99	06/15/04-06/15/05
HOUSE OF LLOYD	35	75/328,336 2,256,425	07/21/97 06/29/99	06/29/04-06/29/05
GIFTS BY HOUSE OF LLOYD	35	75/520,099 2,288,841	07/16/98	published for opposition 8/3/99

B. Pending U.S. Trademark Applications:

Mark	Class	Serial Number	Filing Date	Status
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	35	75/600,410	12/07/98	awaiting action from PTO
GIFT GALLERY	36	75/574,294	10/21/98	awaiting action from PTO
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REFLECTIONS FUND RAISER	36	75/520,098	07/16/98	approved for publication 9/23/99
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CELEBRATING LIFE'S MOST CHERISHED MOMENTS	36	75/600,415	12/07/98	published for opposition 8/24/99
COOKIN' THE AMERICAN WAY	35	75/600,416	12/07/98	published for opposition 9/7/99

TRADEMARK ASSIGNMENT

House of Lloyd, Inc.
to
House of Lloyd Sales, LLC

WHEREAS, House of Lloyd, Inc., a Missouri corporation ("Assignor"), together with Armchair Shopper, Inc., Memorial Wreath Company, Inc., Consigned Sales Distributors, Inc. and Consigned Sales of Kansas City, Inc., each a Missouri corporation (collectively, together with Assignor, the "Sellers"), has entered into an Asset Purchase Agreement, dated as of October 28, 1999 (the "Asset Purchase Agreement") with House of Lloyd Sales, LLC ("Assignee"), House of Lloyd Properties, LLC, House of Lloyd Catalogues, LLC and House of Lloyd Retail, LLC, each a Delaware limited liability company (collectively, together with Assignor, the "Buyers") pursuant to which Sellers have sold certain of their assets, including intellectual property assets to Buyers; and

WHEREAS, Assignor is the owner of the certain trademarks within the United States of America as set forth in Schedule A (the "Trademarks");

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement which is in excess of \$1,000.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor, by these presents does hereby sell, assign and transfer unto Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the trademark registrations identified in Schedule A, as well as any claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks or trademark registrations and the right to collect damages therefor, to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by said Assignor, had this assignment not been made.

Assignor further agrees that upon request, it will execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the registrations therefor.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or to give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this Assignment, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this Assignment shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have cause this Assignment to be executed on this 12th day of November, 1999.

HOUSE OF LLOYD, INC.

By: *Mack Colt*
Mack Colt
Authorized Person

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 12th day of November, 1999, by Mack Colt, who stated that he is an Authorized Person of House of Lloyd, Inc., and that he acknowledges that he voluntarily entered into the above Assignment on behalf of House of Lloyd, Inc. with the authority to do so.

Angela Wells
Notary Public



HOUSE OF LLOYD SALES, INC.

By: _____
Joel L. Kier
Chairman

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of November, 1999, by Joel L. Kier, who stated that he is a the Chairman of House of Lloyd Sales, LLC, and that he acknowledges that he voluntarily entered into the above Assignment on behalf of House of Lloyd Sales, LLC with the authority to do so.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have cause this Assignment to be executed on this _____ day of November, 1999.

HOUSE OF LLOYD, INC.

By: _____
Mack Colt
Authorized Person

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this _____ day of November, 1999, by Mack Colt, who stated that he is a director of House of Lloyd, Inc., and that he acknowledges that he voluntarily entered into the above Assignment on behalf of House of Lloyd, Inc. with the authority to do so.

Notary Public

HOUSE OF LLOYD SALES, ~~INC.~~ LLC

By: _____
Joel L. Kier
Chairman

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 17 day of November, 1999, by Joel L. Kier, who stated that he is a the Chairman of House of Lloyd Sales, LLC, and that he acknowledges that he voluntarily entered into the above Assignment on behalf of House of Lloyd Sales, LLC with the authority to do so.

Notary Public

DANNY T. YANG
Notary Public, State of New York
No. 01YA6010973
Qualified in Queens County
Commission Expires July 27, 2000

**Schedule A to
Trademark Assignment**

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