

11-07-2000



101507012

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

9-26-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

11/06/2000 DBYRNE 00000095 500900 1880516
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,880,516"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Suzanne E. Fettig

Name of Person Signing

Signature

9/18/00

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Home Depot U.S.A., Inc. (d/b/a The Home Depot), a Delaware corporation having an address of 2455 Paces Ferry Road, Atlanta, Georgia (“Assignor”), is the owner of the trademark COMMERCIAL ELECTRIC & Design (hereinafter the “Mark”) for which the following U.S. registration has been issued:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
COMMERCIAL ELECTRIC & Design	1,880,516	February 28, 1995

WHEREAS, Homer TLC, Inc., a Delaware corporation having an address of 1404 Society Drive, Claymont, Delaware 19703 (“Assignee”), desires to acquire the ownership of the Mark, all registrations thereof, and all rights and goodwill associated therewith and Assignor desires to convey the same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, effective as September 18, 2000 to Assignee, of all its right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the above listed Registration of the Mark. The Assignor further grants to the Assignee the right to recover damages and all other relief for all infringements of the Trademark which has occurred prior to the date of this Assignment.

The Assistant Commissioner for Trademarks is requested to issue all renewals of the above-mentioned Registration to said assignee, Homer TLC, Inc.

