



**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Woodland Blinds, Inc. a Texas corporation, having an address at 6120 Griggs Road, Houston, Texas 77023 (hereinafter "Assignor") has used or intends to use the trademarks or service marks listed on Schedule A attached hereto (hereinafter referred to as "the said marks"); and

WHEREAS, Woodland Blinds, L.P., a Delaware limited partnership having an address at c/o Milestone Partners Ltd., Rose Tree Corporate Center II, Suite 6020, Media, PA 19063 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said marks in the United States and throughout the world and to the pending or issued registrations therefor set forth on Schedule B attached hereto (hereinafter referred to as "the said registrations"), together with the goodwill of the business in connection with which the said marks and said registrations are used and which are symbolized by the said marks and said registrations, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the said marks and registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said marks and registrations are used and which are symbolized by the said marks and registrations, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said marks and registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

Assignor

WOODLAND BLINDS, INC.

[Affix Corporate Seal]



By: Patrice R. Jones

Name: PATRICE R. JONES  
Title: SECRETARY

# **SCHEDULE A**

## **Marks**

**Sunrise Wood Blinds**

**Value Wood Blinds**

**Woodland Blinds**

## **SCHEDULE B**

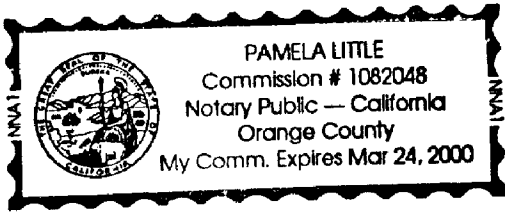
### **Registration and Pending Applications**

Woodland Blinds -- Application  
Value Window Coverings -- Application  
Value Window Blinds -- Application  
Value Wood Blinds -- Registration  
Kingwood -- Registration

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF ORANGE )

On June 29, 1999 before me, Pamela Little, Notary Public, personally appeared PATRICE R. JONES, / \_\_\_ / personally known to me or /XXX/ 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 she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Pamela Little*

PAMELA LITTLE

Name (Typed or Printed)

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_\_\_ individual signing for oneself/themselves.  
\_xxx\_ corporate officer(s): Vice President/COO/Secretary (Titles)  
\_\_\_\_\_ partner(s) \_\_\_\_\_ Limited  
\_\_\_\_\_ attorney-in-fact \_\_\_\_\_ General  
\_\_\_\_\_ trustee(s)/trustor(s)  
\_\_\_\_\_ guardian/conservator  
\_\_\_\_\_ other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies)

WOODLAND BLINDS, INC., a Texas corporation