



06-08-2001



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Strouds, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 26, 2001

2. Name and address of receiving party(ies)

Name: Strouds Acquisition Corporation

Internal

Address: _____

Street Address: 780 South Nogales Street

City of Industry

City: _____ State: CA Zip: 91748

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

WPO 6.4.01

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis, Hwy.,

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: _____

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Christopher E. Kondracki

Name of Person Signing

Christopher E. Kondracki

Signature

6/4/01

Date

8

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

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

06/07/2001 DBYRNE 00000105 75575169

01 FD:481 40 TO DP
02 FD:482 300 0 DP

**Trademark Applications
Continuation of Item 4A**

Mark	Filing Date	Applications
Essentials/20	10/22/98	75/575,169
Essentials/21	10/22/98	75/575,171
Essentials/24	10/22/98	75/575,170
Essentials/27	10/22/98	75/575,168
The Joyce Stroud	7/16/98	75/519,733
Strouds/With Oval	6/22/00	76/077,720

**Trademark Registrations
Continuation of Item 4B**

Mark	Filing Date	Registrations
Strouds The Linen	3/10/94	2,003,415
Stouds/42	4/15/94	2,036,339
Palette/24	2/27/95	2,186,141
Strouds Linen Outlet	12/9/94	2,002,249
Essentials/24	3/2/95	2,178,791
Strouds Home Compass	8/26/96	2,200,220
The Linen Experts/35	10/31/97	2,252,827

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

April 27, 2001

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain (a) Asset Purchase Agreement dated as of March 27, 2001 (the "Purchase Agreement"), by and between Strouds, Inc., Debtor and Debtor-In-Possession, a Delaware corporation ("Assignor") and Strouds Acquisition Corporation, a Delaware corporation ("Assignee"), as amended, and (b) Sale Order from the Bankruptcy Court approving: (i) the sale of substantially all of Assignor's assets and business free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363; and (ii) assumption and assignment of certain nonresidential real property leases and executory contracts pursuant to 11 U.S.C. § 365 (which Sale Order was entered on April 12, 2001 and is incorporated herein by reference), Assignor hereby sells, assigns, transfers and conveys all of its right, title and interest in and to the U.S. and foreign registered trademarks, trademark applications (whether for use or intent to use) (collectively, such registered trademarks and trademark applications are referred to as the "Marks"), patents, registered Internet domain names and all copyrights owned or licensed by the Assignor as of March 27, 2001 and used in the Business, along with all attendant goodwill associated therewith, including, without limitation, those listed on Schedule 3.06(a) of the Purchase Agreement, and attached hereto as Exhibit I (collectively, the "Intellectual Property"), and including, without limitation, the right to use all of the foregoing and any deviations or combinations thereof, together with all registrations thereof, applications therefor and licenses thereof, and the right to sue and collect the same for its own account, for present and past infringement with respect to any of the foregoing, and all rights to receive royalties associated with any of the foregoing, except for any of the foregoing which are Excluded Assets . Capitalized terms used but not defined herein shall have the meaning assigned to them in the Purchase Agreement.

Substantially all of the assets of the Assignor are being transferred to the Assignee concurrently herewith pursuant to the Purchase Agreement. Assignee is a successor to that portion of the business of the Assignor to which the Marks pertain and that business is ongoing and existing.

Upon the execution and delivery hereof, Assignee hereby assumes all duties, obligations and liabilities in respect of the Intellectual Property, and agrees to be bound by the terms, conditions and covenants thereof, and to perform all duties and obligations of Assignor under the Intellectual Property.

Assignor agrees to execute, acknowledge and deliver to Assignee or to the United States Patent and Trademark Office, or other applicable agency, such additional documents and to do such further acts and things as may be necessary to carry out this Assignment and Assumption of Intellectual Property.

Each of Assignor and Assignee hereby acknowledges and agrees that neither the representations and warranties of either party under the Purchase Agreement shall be deemed to

be enlarged, modified or altered in any way by the execution and/or acceptance of this Assignment and Assumption of Intellectual Property.

Because this Assignment and Assumption of Intellectual Property has been authorized pursuant to Order of the United States Bankruptcy Court for the District of Delaware relating to a plan of reorganization of Assignor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

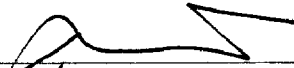
This Assignment and Assumption of Intellectual Property shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Assignment and Assumption of Intellectual Property may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Intellectual Property as of the day and year first above written.

“ASSIGNOR”

STROUDS, INC., Debtor and Debtor-In-Possession a Delaware corporation

By: 
Name: THOMAS S. PACCIPETTI
Its: PRES & CEO

“ASSIGNEE”

STROUDS ACQUISITION CORPORATION,
a Delaware corporation


By: 
Name: WILLIAM A. OWEN
Its: SECRETARY

Exhibit I
Intellectual Property

(See attached.)

Schedule 3.06(a)

Intellectual Property of Seller

Patents and Trademarks

Case No.	Owner	Abbreviated Title	Filing Date	Serial No.	Patent/Reg.	Issue Date
S001-3001	Strouds	Strouds The Linen	3/10/94	74/500054	2003415	9/24/96
S001-3002	Strouds	Strouds/42	4/15/94	74/513201	2036339	2/11/97
S001-3013	Strouds	Palette/24	2/27/95	74/638657	2186141	9/1/98
S001-3016	Strouds	Strouds Linen Outlet	12/9/94	74/609262	2002249	9/24/96
S001-3017A	Strouds	Essentials/20	10/22/98	75/575169		*
S001-3018A	Strouds	Essentials/21	10/22/98	75/575171		
S001-3019	Strouds	Essentials/24	3/2/95	74/641245	2178791	8/4/98
S001-3019A	Strouds	Essentials/24	10/22/98	75/575170		
S001-3020A	Strouds	Essentials/27	10/22/98	75/575168		
S001-3029	Strouds	Strouds Home Compass	8/26/96	75/155891	2,200,220	10/27/98
S001-3036	Strouds	The Linen Experts/35	10/31/97	75/382767	2,252,827	6/15/99
S001-3038	Strouds	The Joyce Stroud	7/16/98	75/519733		
S001-3040	Strouds	Strouds/With Oval	6/22/00	76/077,720		

* This was abandoned March 2001, and the petition to revive is in process.

Registered Domain Names

strouds.com
stroudsoutlets.com
purelinens.com
homecompass.com
thelinenexperts.com
thelinenexpert.com
linenexperts.com
linenexpert.com
strouds webmaster

(network solutions registrations)

strouds.cc
stroud.cc
stroudsoutlet.cc
linenexperts.cc
linenexpert.cc
purelinens.cc
fieldcrest.cc
wamsutta.cc
cottonsheets.cc
comfortercover.cc
bedlinens.cc

bathlinens.cc
tablelinens.cc
royalvelvet.cc
comforter.cc
bathowel.cc
duvet.cc
duvets.cc
comforters.cc
blankets.cc
electricblanket.cc
electricblankets.cc
bathtowels.cc
comfortercovers.cc
featherbeds.cc
automaticblankets.cc
down.cc
downcomforters.cc
downcomforter.cc
croscill.cc
pacificcoastfeather.cc
fashionbedding.cc
naturalpillows.cc
downpillows.cc
guesshome.cc
veratex.cc
mattresspads.cc
solidsheets.cc
solidcolorsheets.cc
sofacovers.cc
surefit.cc
go-beyond.cc
(spot.cc registrations)

Registrant: Strouds (Strouds-DOM)
Record created on 02/08/1995
Record expires on 02/10/2003