

03-14-2003

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

REC  
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3. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

102390363

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

1. Name of conveying party(ies): 3-12-03  
Park Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other a Wisconsin state bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 12/09/02

2. Name and address of receiving party(ies)

Name: DHI Acquisition Corp.

Internal Address: \_\_\_\_\_

Street Address: 5205 W. Donges Bay Road

City: Mequon State: WI Zip: 53092-4417

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

<u>2,494,436</u>	2,487,358	2,218,667
2,478,019	2,273,569	1,211,694

Additional number(s) attached  Yes  No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address: \_\_\_\_\_

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account for any deficiencies

8. Deposit account number:  
07-1509

(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.*

Brian G. Gilpin  
Name of Person Signing

Brian G. Gilpin  
Signature

March 7, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 9

03/14/2003 T9IAZ1 00000007 2494436

01 FC:0521  
02 FC:0522

40.00/DP  
125.00/DP

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

**TRADEMARK**  
**REEL: 002691 FRAME: 0067**

## TRANSFER STATEMENT

PARK BANK, a state bank, (the Seller") and DHI Acquisition Corp., a Wisconsin corporation (the "Purchaser") agree as follows

### Recitals

Whereas, pursuant to the provisions of a General Business Security Agreement dated January 2, 2002, Park Bank, a state bank, with an office at 15850 West Bluemound Road, Brookfield, WI 53005 holds a security interest in and upon the assets of Accents Unlimited, Inc., 8170 North Granville Woods Road, Milwaukee, Wisconsin 53223, ("Debtor") to secure payment of the obligations of the Debtor to Park Bank under loan and collateral agreements; and

Whereas, the Debtor is in default in its obligations to Park Bank under the terms of an Amended and Restated Credit and Term Loan Agreement dated January 15, 2002 secured by the General Business Security Agreement dated January 2, 2002 and Park Bank, as the secured party, has exercised its post-default remedies with respect to the assets described on **Exhibit A**; and

Whereas, Park Bank has received an offer to purchase and license the collateral identified on the attached **Exhibit A** from DHI Acquisition Corp.

Now Therefore, for the consideration stated in the Asset Purchase Agreement and License Agreement between Seller and Purchaser, the receipt and sufficiency of which are acknowledged by the Seller and Purchaser, the parties agree as follows:

1. Park Bank hereby transfers to DHI Acquisition Corp., a Wisconsin corporation (the "Purchaser") all of the rights of Accents Unlimited, Inc. ("Debtor") in the personal property ( the "Property") described on the attached **Exhibit A, Section 1**;
2. Park Bank, as secured party, hereby licenses to DHI Acquisition Corp., a Wisconsin corporation all of the rights of Accents Unlimited, Inc. ("Debtor") in the intellectual personal property ( the "Intellectual Property") described on the attached **Exhibit A, Section 2**;
3. The transfer and license of collateral being made by this Transfer Statement is being made pursuant to Seller's rights as a secured party to sell, lease, license or otherwise dispose of collateral for the repayment of indebtedness of Accents Unlimited, Inc. to Park Bank under Section 409.610, Wis. Stat. et. seq. Pursuant to Section 409.619 Wis. Stat., by reason the exercise of these rights, transferee acquires the rights of the debtor in the collateral. Sale pursuant to rights afforded by Section 409.610 Wis. Stat. discharges the security interest under which it is made and any security interest or lien subordinate thereto other than liens held by this state or local governmental unit pursuant to Section 409.617 Wis. Stat.. Seller hereby warrants that it has complied with the provisions of Chapter 409 Wis. Stat. applicable to the disposition of collateral by private sale.

4. Subject to and limited by the Terms and Conditions of the Asset Purchase Agreement and License Agreement, transfer and/or license of the Property pursuant to this Transfer Statement is being made by the Seller on an "AS IS AND WHERE IS" basis and without representation, recourse or warranty of any kind, express or implied, as to the merchantability, validity, regularity, value, collectability, fitness for any purpose or use, condition, character, quality, durability, capability, suitability or otherwise regarding the personal property (whether known or unknown or latent or apparent) or that the description of the Property is accurate, and is subject to Purchaser paying any and all applicable charges or taxes due to any governmental entity, which now exist against the Property or are incurred as the result of this sale.

Dated as of this 9th day of December, 2002.

PARK BANK

BY: Craig A. Schmutzer  
Craig A. Schmutzer, Vice President

MW670646\_1.DOC

Authentication

Signatures of Craig A. Schmutzner, Vice President, Park Bank

authenticated this 10th day of December, 2002.

\* Jaymie Selzer  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

**Acceptance of Terms by Purchaser/Licensor and Receipt for  
Transfer Statement**

DHI Acquisition Corp. d/b/a Today's Design House, the Purchaser/Licensor of the Property described in and transferred/licensed by this Transfer Statement pursuant to Section 409.610 Wis. Stat. et. seq. accepts the terms and conditions applicable to this Transfer Statement. Payments due at and after closing will be made to Park Bank, 15850 West Bluemound Road, Brookfield, WI 53005, Attention: Craig A. Schmutzner, Vice President. Purchaser acknowledges receipt of the Transfer Statement as of this 9<sup>th</sup> day of December, 2002.

DHI Acquisition Corp.  
d/b/a Today's Design House

BY: \_\_\_\_\_  
\* \_\_\_\_\_

Authentication

Signatures of \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\*

\_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

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DHI Acquisition Corp.  
d/b/a Today's Design House

BY: Dennis Thums  
\*Dennis Thums

## **EXHIBIT A Section 1**

All of the Subject Assets as described in that certain Asset Purchase Agreement dated as of the date hereof between Seller, Purchaser, Accents Unlimited, Inc. and Ronald J. Creten, including, without limitation the trademarks, patents and patent rights listed on Attachment 1 and the goodwill and all common law rights associated therewith.

ATTACHMENT 1 to EXHIBIT A

TRADEMARKS

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
TREASURED KEEPSAKES	US	2,494,436	October 2, 2001	Registered
LEAF CRAFT	US	2,478,019	August 14, 2001	Registered
SPORTING	US	2,487,358	September 11, 2001	Registered
TREASURES				
CREATE YOUR OWN...ARTFUL TOUCH	US	2,273,569	August 31, 1999	Registered
PATIO ACCENTS	US	2,218,667	January 19, 1999	Registered
WEE CRAFTS and Design	US	1,211,694	October 5, 1982	Registered
ACCENTS, CRAFTS & FRAMING	WI		September 22, 1982	Registered
ACCENTS CRAFTS & FRAMING	WI		September 22, 1982	Registered
Stylized Letters				
NAKED	WI		June 21, 1978	Registered
FURNITURE				
ACCENTS I	WI		July 23, 1986	Registered
ACCENTS! Stylized Letters	WI		July 16, 1986	Registered

PATENTS

TITLE	COUNTRY	APP. NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS
Swinger article and method	US	6,127,008	October 3, 2000	Issued



**EXHIBIT A Section 2**

Licensed Intellectual Property

All of the copyrights, drawings, specifications and designs for all of the existing products of Accents Unlimited, Inc.