

07-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102496720

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

1. Name of conveying party(ies):

L. Kee & Co., Inc.

7-1503

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

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

2. Name and address of receiving party(ies)

Name: KEECO, LLC

Internal

Address:

Street Address: 543 Forbes Boulevard

City: S San Francisco State: CA Zip: 94080

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/9/03 (effective 1/1/03)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74425461

Additional number(s) attached Yes No

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

Name: Sara Tse

Internal Address: Keeco (Executive Office)

GT0N11 00000073 74425461

07/16/2003 01 FC:8521 02 FC:8522

40.00 OP 325.00 OP

Street Address: 543 Forbes Boulevard

City: S San Francisco State: CA Zip: 94080

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed Authorized to be charged to deposit account.

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

July 14, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

Refund Ref: 07/16/2003 GT0N11 0000129020

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

CHECK Refund Total: \$25.00

TRADEMARK REEL: 002777 FRAME: 0001

**ITEM 4.B**

**ASSIGNED REGISTERED SERVICE MARKS AND TRADEMARKS**

	<b>Name</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Reg. Date</b>	<b>Reg. Number</b>
<del>1.</del>	<del>Kris Kelly</del>	<del>12/13/1988</del>	<del>73/702742</del>	<del>12/13/1988</del>	<del>1,516,812</del>
2.	The Heirloom Lace Collection	8/17/1993	74/425461	5/23/1995	1,895,510
3.	The Heirloom Lace Collection	1/5/1994	74/476649	9/19/1995	1,920,584
4.	Keeco	2/22/1994	74/492910	10/17/1995	1,927,145
5.	Vintage Home	8/31/1994	74/570320	6/25/1996	1,981,988
6.	Vintage Home	7/1/1994	75/032407	9/3/1996	1,998,465
7.	The Heirlooom Quilt Collection	9/15/1997	74/573905	7/15/1997	2,078,437
8.	Vintage Home	2/10/1997	75/239678	1/27/1998	2,132,580
9.	The Heirloom Lace Collection	2/10/1997	75/239676	3/10/1998	2,142,472
10.	The Handmade Home Company	1/27/1997	75/231266	8/10/1999	2,269,455
11.	Your Store, Her Home	1/22/1999	75/372539	1/2/2001	2,417,697
12.	Vintage Home	3/24/2000	76/009351	6/12/2001	2,459,539
13.	Metro Living + Design	10/18/2000	78/031306	12/18/2001	2,520,276
14.	Simply Handmade	1/27/1997	75/980/524	5/21/2002	2,572,030
15.	Heirloom Home Collection	7/28/2000	76/099206	6/11/2002	2,580,017

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This Assignment of Service Marks and Trademarks, effective as of January 1, 2003, is made by **L. Kee & Co., Inc.**, a California corporation, ("**Assignor**"), to **Keeco, LLC**, a California limited liability company ("**Assignee**").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of January 1, 2003 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trade dress, trademark applications, Net Names (as defined in the Purchase Agreement), and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement or violation of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, all rights to collect any damages for past infringements or violations of the Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks on May 9, 2003.

**L. KEE & CO., INC**

By:   
Name: Andrew I. Cuthill  
Title: Secretary and Chief Financial Officer

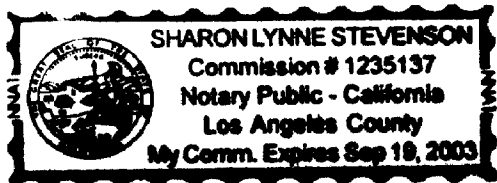
State of California )  
 ) ss.:  
County of Los Angeles )

On May 9, 2003, before me, Sharon Lynne Stevenson, personally appeared Andrew Cuthill, Secretary and Chief Financial Officer of L. Kee & Co., Inc., ~~personally known to me~~ (or 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 he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon Lynne Stevenson  
Notary Public

[SEAL]



**SCHEDULE A****REGISTERED SERVICE MARKS AND TRADEMARKS****United States**

	<b>Name</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Reg. Date</b>	<b>Reg. Number</b>
1.	The Heirloom Lace Collection	8/17/1993	74/425461	5/23/1995	1,895,510
2.	The Heirloom Lace Collection	1/5/1994	74/476649	9/19/1995	1,920,584
3.	Keeco	2/22/1994	74/492910	10/17/1995	1,927,145
4.	Vintage Home	8/31/1994	74/570320	6/25/1996	1,981,988
5.	Vintage Home	7/1/1994	75/032407	9/3/1996	1,998,465
6.	The Heirloom Quilt Collection	9/15/1997	74/573905	7/15/1997	2,078,437
7.	Vintage Home	2/10/1997	75/239678	1/27/1998	2,132,580
8.	The Heirloom Lace Collection	2/10/1997	75/239676	3/10/1998	2,142,472
9.	The Handmade Home Company	1/27/1997	75/231266	8/10/1999	2,269,455
10.	Your Store, Her Home	1/22/1999	75/372539	1/2/2001	2,417,697
11.	Vintage Home	3/24/2000	76/009351	6/12/2001	2,459,539
12.	Metro Living + Design	10/18/2000	78/031306	12/18/2001	2,520,276
13.	Simply Handmade	1/27/1997	75/980/524	5/21/2002	2,572,030
14.	Heirloom Home Collection	7/28/2000	76/099206	6/11/2002	2,580,017

Canada

	Name	Filing Date	Serial Number	Reg. Date	Reg. Number
1.	Lace Traditions	9/5/1995	791,819	5/14/1997	TMA476,249
2.	Timeless Traditions	9/5/1995	791,820	12/5/1996	TMA467,179
3.	Traditions Eternelles	9/5/1995	791,822	1/6/1997	TMA468,170
4.	Traditions Denetelle	9/5/1995	791,821	5/23/1997	TMA476,727
5.	Initials by Keeco	9/15/1997	856,529	7/27/1998	TMA497,808
6.	L. Kee & Co., Inc.	7/19/1996	791,005	10/18/1996	TMA464,448
7.	Keeco & Design	7/19/1996	791,007	10/25/1996	TMA465,492
8.	Keeco	7/19/1996	791,008	10/25/1996	TMA465,493
9.	China Lights & Designs	8/24/1995	791,006	12/12/1997	TMA467,560
10.	China Lights	8/24/1995	791,004	12/4/1996	TMA467,055

Pending Service Mark or Trademark Applications

Canada

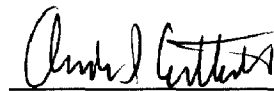
<u>Service Mark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
Initials By Keeco	103511100	11/5/99

Trade Names

KEECO  
Linen Outlet  
Linen Concepts

AGREED:

L. Kee & Co., Inc.

  
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