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01-09-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102642259

original documents or copy thereof.

1. Name of conveying party(ies):
Deck House, Inc.

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: DH Acquisition, LLC
Internal
Address: _____
Street Address: 930 Main St
City: Acton State: MA Zip: 01720

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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: 12/31/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/147,356

B. Trademark Registration No.(s) a)2,508,976,
b)2,508,975 c)2,494,062, d)2,526,767

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jonathan M. Wells
Internal Address: Gilbride Tusa Last & Spellane
Street Address: 31 Brookside Drive
City: Greenwich State: CT Zip: 06830

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Michael Harris, President [Signature] 12/31/2003
Name of Person Signing Signature Date

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

01/08/2004 JJA LAN2 00000011 78147356
01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

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

TRADEMARK
REEL: 002893 FRAME: 0708

CONTINUED RECORDATION FORM COVER SHEET
FOR ASSIGNMENT OF TRADEMARKS FROM
DECK HOUSE, INC., TO DH ACQUISITION, LLC

Continuation of Item 4 (Trademark Registration No.(s))

- (e) 2,595,211
- (f) 2,601,985
- (g) 2,625,845
- (h) 2,628,840
- (i) 1,264,995
- (j) 748,963

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 19 day of December, 2003, by **DECK HOUSE, INC.**, a Massachusetts Corporation, with an address at 930 Main St., Acton, MA 01720 ("Assignor"), to **DH ACQUISITION, LLC**, a Massachusetts limited liability company, with an address at 31 Brookside Drive, Greenwich, Connecticut 06830 ("Assignee").

RECITAL

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of November 26, 2003 (the "Asset Purchase Agreement"), between Assignor and Assignee, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Purchase Agreement), including without limitation the servicemarks and trademarks of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively consummate the transactions contemplated by the Asset Purchase Agreement, including the sale of the service marks and trademarks to Assignee.

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 right, title and interest in and under Assignor's registered and unregistered servicemarks and trademarks, including without limitation the servicemarks and trademarks 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 consideration set forth in the Asset 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 right, title and interest in, to and under the Marks, together with the goodwill symbolized thereby, all rights to sue for infringement of any Marks arising prior to the date of this Assignment of Servicemarks and Trademarks 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 Servicemarks and Trademarks not been made.

This Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows Next]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

DECK HOUSE, INC.

By: MSH
Name: Michael S. Harris
Title: President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss:

On this 19th day of December, 2003, before me, ~~TRICIA J. WICZOREK~~ personally appeared Michael Harris, President of Deck House, 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.

Tricia J. Wiczorek
Notary Public June 25, 2004

SCHEDULE A

Registered Marks

<u>Trademark Name</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
ACORN OAK	78/147,356	July 25, 2002	Pending-final refusal
Design Only (Deck House) (Cl. 37)	2,508976	November 20, 2001	Registered
Design Only (Acorn) (Cl. 37)	2,508,975	November 20, 2001	Registered
DECK HOUSE (Cl. 37)	2,494,062	October 2, 2001	Registered
ACORN (Cl. 42)	2,526,767	January 8, 2002	Registered
DECK HOUSE (Cl. 6)	2,595,211	July 16, 2002	Registered
ACORN (Cl. 6)	2,601,985	July 30, 2002	Registered
Design Only (Acorn) (Cl. 6)	2,625,845	September 24, 2002	Registered
Design Only (Deck House) (Cl. 6)	2,628,840	October 1, 2002	Registered
ACORN (Cl. 19)	1,264,995	January 24, 1984	Registered
DECK HOUSE (Cl. 19)	748,963	May 7, 1963	Renewed May 7, 2003

GILBRIDE, TUSA, LAST & SPELLANE LLC

ATTORNEYS AT LAW
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*** ALSO ADMITTED IN MASSACHUSETTS
**** ADMITTED IN NEW YORK AND WISCONSIN ONLY

January 6, 2004

FEDERAL EXPRESS

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

Re: **Recording of Assignment of Trademarks and Security Agreement for Trademarks**
Trademark Application Number: 78/147,356
Trademark Registration Numbers: 2508976, 2508975, 2494062, 2526767, 2595211, 2601985, 2625845, 2628840, 1264995, and 748963

Dear Sir or Madam:

Enclosed please find:

1. Recordation Form Cover Sheet regarding Assignment of Trademarks from Deck House, Inc. to DH Acquisition, LLC for the above-referenced Trademarks;
2. Original Assignment of Trademarks from Deck House, Inc. to DH Acquisition, LLC for the above-referenced Trademarks;
3. Our check in the amount of \$290.00, which is the appropriate fee for recording this Assignment;
4. Recordation Form Cover Sheet regarding the Security Agreement from DH Acquisition, LLC to Sovereign Bank regarding the above-referenced Trademarks;
5. Original Security Agreement between DH Acquisition, LLC and Sovereign Bank for the above-referenced Trademarks; and
6. Sovereign Bank's Attorney's Check in the amount of \$290.00, which is the appropriate fee for recording this Security Agreement.

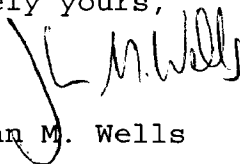
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ASSIGNMENTS DIV

Commissioner of Patent and Trademarks
January 6, 2004
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Please record the above documents, and forward any filing receipts to my attention at the above address.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,



Jonathan M. Wells

JMW:md
Encls.

cc: Dennis Pojani, Esq.
(w/encls.)