

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris Industries		07/14/2004	PARTNERSHIP: ILLINOIS

RECEIVING PARTY DATA	
Name:	IIH Industries, LLC
Street Address:	251 Vineland
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91746
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2373861	CAMEO DECOR
Registration Number:	2235288	CAMEO DECOR
Registration Number:	1846758	JARU
Registration Number:	1877522	HARRIS LAMPS
Registration Number:	1901663	
Registration Number:	1855663	REMBRANDT LAMPS
Registration Number:	1974457	HARRIS
Registration Number:	1837818	R
Registration Number:	1787444	RENOWN LIGHTING
Registration Number:	1736611	ENDEAVORS
Registration Number:	1446594	DAVID MARSHALL
Registration Number:	1493016	CAMEO CREATIONS
Registration Number:	542137	REMBRANDT
Registration Number:	411887	REMBRANDT MASTERPIECES
Registration Number:	414292	REMBRANDT LAMPS MASTERPIECES

OP \$390.00 2373861

CORRESPONDENCE DATA

Fax Number: (312)207-6400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-207-1000

Email: mbrimeyer@sachnoff.com

Correspondent Name: Melinda Brimeyer

Address Line 1: 30 South Wacker Drive

Address Line 2: 29th Floor

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	209555.0001
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NAME OF SUBMITTER:	Mindy Brimeyer
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Total Attachments: 4 source=HARRIS1#page1.tif source=HARRIS2#page1.tif source=HARRIS3#page1.tif source=HARRIS4#page1.tif
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ASSIGNMENT OF TRADEMARKS

This trademark assignment agreement is made effective as of July 14, 2004 by and between Harris Industries, an Illinois General Partnership, ("Assignor") and IIH Industries, LLC, a California Limited Liability Company ("Assignee").

WHEREAS, Assignor is desirous of assigning to Assignee all of its right, title and interest in and to all of the trademarks listed on Schedule A (collectively referred to as the "Marks") in connection with its business; and

WHEREAS, Assignor has obtained U. S. and State Trademark Registrations for the Marks listed on attached Schedule A (the "Registrations"); and

WHEREAS, Assignor owns and has a bona fide intent to use a certain mark listed on attached Schedule A (the "ITU Application") and has applied to register the mark that is the subject of the ITU Application on the Principal Register of the United States Patent and Trademark Office based on Assignor's bona fide intent to use the mark in commerce in connection with the above-described goods and/or services; and

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Marks, including the Registrations and the ITU Application as identified on Schedule A, and desires to acquire the business of the Assignor in connection with which Assignor has a bona fide intent to use the mark that is the subject of the ITU Application; and

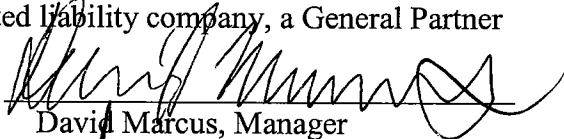
WHEREAS, this assignment is being executed in connection with a certain Foreclosure Agreement (the "Agreement"), dated as of the 9th day of July, 2004 (the "Effective Date"), entered into by and among IIH INDUSTRIES, LLC, a California limited liability company, or its assigns (the "Buyer"), LASALLE BANK NATIONAL ASSOCIATION (the "Lender"), and HARRIS MARCUS GROUP, INC., an Illinois corporation ("HM Group"), HARRIS MARCUS FURNITURE, INC., an Illinois corporation, CP SYSTEMS, INC., an Illinois corporation, HARRIS INDUSTRIES, an Illinois general partnership, REMBRANDT MASTERPIECES, an Illinois general

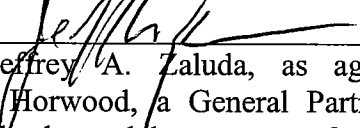
partnership, and HMG LAND PARTNERSHIP, an Illinois general partnership (“HMG Land” and collectively with HM Group the other four entities named above, the “Borrowers”) pursuant to which Assignee is acquiring Assignor’s business to which the Marks, Registrations and ITU Application pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks; any rights that arise from the Registration, and ITU Application; all rights to seek other registrations of the Marks in the United States Patent and Trademark Office or elsewhere; and all causes of action, past and future, for infringement of the Marks or other violations of the rights assigned hereunder. Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the Marks or any rights therein.

HARRIS INDUSTRIES, an Illinois general partnership

By: David Marcus LLC, an Illinois limited liability company, a General Partner

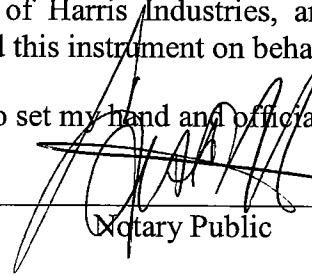
By: 
David Marcus, Manager

By: 
Jeffrey A. Zaluda, as agent for Richard Horwood, a General Partner, not personally, but solely as trustee for and on behalf of each of the following trusts: DM Trust, the Mitchell Trust, the Heather Trust, the Dale Trust, the DM Childrens Trust, the MS Trust, the HS Trust, and the DM Descendants Trust

STATE OF Illinois)
COUNTY OF COOK) SS:

On this 13th day of July, 2004, before me personally appeared David Marcus, who acknowledged himself to be the Manager of Harris Industries, and that he, as such Manager, being authorized to do so, executed this instrument on behalf Harris Industries.

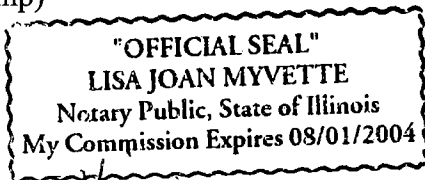
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 8-01-04

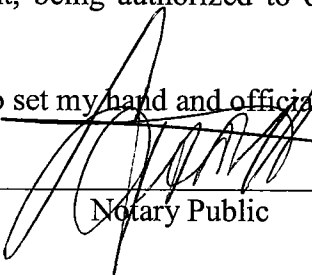
(Affix stamp)



STATE OF Illinois)
COUNTY OF COOK) SS:

On this 13th day of July, 2004, before me personally appeared Jeffrey A. Zaluda, who acknowledged himself to be the agent for Richard M. Horwood, a General Partner of Harris Industries, and that he, as such agent, being authorized to do so, executed this instrument on behalf Harris Industries.

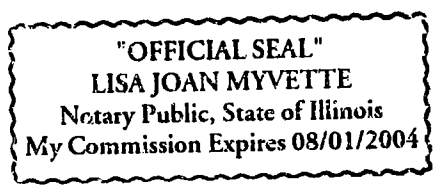
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 8-01-04

(Affix stamp)



TRADEMARK ASSIGNMENT

SCHEDULE A

HARRIS INDUSTRIES FEDERAL TRADEMARKS				
TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	STATUS
HMH	76-347765			Abandoned (as of 1/28/2003)
HARRIS MARCUS HOME	76-347764			Allowed – Intent to Use Application
CAMEO DECOR	75-578957	2373861	August 01, 2000	Registered
CAMEO DECOR	75-326254	2235288	March 23, 1999	Registered
JARU	74-408585	1846758	July 26, 1994	Registered
HARRIS LAMPS	74-373824	1877522	February 07, 1995	Registered
(DESIGN ONLY)	74-373902	1901663	June 27, 1995	Registered
REMBRANDT LAMPS	74-373823	1855663	September 27, 1994	Registered
HARRIS	74-355703	1974457	May 21, 1996	Registered
R	74-355702	1837818	May 31, 1994	Registered
RENOWN LIGHTING	74-165358	1787444	August 10, 1993	Registered/Renewed
ENDEAVORS	74-101219	1736611	December 01, 1992	Registered/Renewed
DAVID MARSHALL	73-628344	1446594	July 07, 1987	Registered
CAMEO CREATIONS	73-572161	1493016	June 21, 1988	Registered
SWAG	72-138427	745097	February 12, 1963	Expired
REMBRANDT LAMPS MASTERPIECES	71-599588	557240	April 08, 1952	Expired
REMBRANDT	71-599586	542137	May 08, 1951	Registered/Renewed
REMBRANDT	71-599587	549261	October 09, 1951	Expired
REMBRANDT	71-599585	545298	July 17, 1951	Expired
REMBRANDT MASTERPIECES	71-474361	411887	February 06, 1945	Registered/Renewed
REMBRANDT LAMPS MASTERPIECES	71-474360	414292	June 05, 1945	Registered/Renewed

HARRIS INDUSTRIES STATE TRADEMARKS				
TRADEMARK	STATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
TAYLOR MADE IN THE USA	California	099585	November 21, 1994	Registered