

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sure Fit, Inc.
Sure Fit Properties, Inc.

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

Citizenship (see guidelines) USA

Execution Date(s) 8/10/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Slipcover Acquisition, Inc.

Internal

Address: _____

Street Address: 120 West 45th Street

City: New York
39th Floor

State: New York

Country: USA Zip: 10036-4041

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, USA
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) 76/564,152;
76/594,387; 76/597,753

B. Trademark Registration No.(s) 2,547,468;
521,780; 2,423,484; 2,392,448

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael K. Cantwell, Esq.

Internal Address: Willkie Farr & Gallagher
LLP

Street Address: 787 Seventh Avenue

City: New York

State: New York Zip: 10019-6099

Phone Number: 212-728-8000

Fax Number: 212-728-8111

Email Address: mcantwell@willkie.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2405
Authorized User Name Michael K. Cantwell, Esq.

9. Signature



Signature

Michael K. Cantwell, Esq.

Name of Person Signing

8/20/04

Date

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002929 FRAME: 0381

700108763

CH \$190.00 232405 76564152

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of August 10, 2004 (the "Effective Date") by and among SURE FIT, INC., a Delaware corporation with an address at 939 Marcon Boulevard, Allentown, PA 18139, SURE FIT PROPERTIES, INC., a Delaware corporation with an address at 103 Foulk Road, Suite 202, Wilmington, DE 19803 (collectively, "Assignors") and SLIPCOVER ACQUISITION, INC., a Delaware corporation with an address at 120 West 45th Street, 39th Floor, New York, New York ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 5, 2004 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell to the Assignee the Acquired Assets (as defined in the Purchase Agreement) and all of Assignors' rights, title and interests therein, including without limitation the trademarks, service marks and trademark and service mark applications and registrations set forth on Schedule A appended hereto (the "Trademarks") and that portion of the business to which the Trademarks pertain.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

1. In connection with Assignee's succession to the portion of Assignors' business to which the Trademarks pertain (which business is ongoing and existing), Assignors hereby sell, grant, assign, transfer, and deliver to Assignee all of their rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignors had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

6. Assignors hereby agree, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee. Each Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of August 10, 2004.

ASSIGNORS:

SURE FIT, INC.

BY: 

Name: Maurice Ojalvo
Title: Vice President and Chief Financial Officer

SURE FIT PROPERTIES, INC.

BY: 

Name: Maurice Ojalvo
Title: President

ASSIGNEE: SLIPCOVER ACQUISITION, INC.

BY: _____

Name: _____

4. This Trademark Assignment may be executed simultancously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

6. Assignors hereby agree, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee. Each Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of August 20, 2004.

ASSIGNORS:

SURE FIT, INC.

BY:

Name:
Title:

SURE FIT PROPERTIES, INC.

BY:

Name:
Title:

ASSIGNEE: SLIPCOVER ACQUISITION, INC.

BY:

Max Holmes

Name: Max Holmes
Title: Managing Director

Schedule A

Trademarks and Service Marks and Registrations and Applications Therefor

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>DATE FILED</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>	<u>COUNTRY</u>
DECOR EXPRESS (and Design)	74/193,303	2,547,468	8/8/91	3/12/02	Sure Fit Properties, Inc.	United States
SURE-FIT (Stylized)	71/541,351	521,780	11/15/47	3/7/50	Sure Fit Properties, Inc.	United States
HOMESCAPES	75/941,254	2,423,484	3/10/00	1/23/01	Sure Fit Properties, Inc.	United States
SLIPCOVERS BY MAIL	75/792,534	2,392,448	9/3/99	10/3/00	Sure Fit Properties, Inc.	United States
HOMESTYLE BY SURE FIT (Stylized)	76/564,152	Pending	11/24/03	Pending	Sure Fit Properties, Inc.	United States
SURE FIT (and Design)	76/594,387	Pending	5/27/04	Pending	Sure Fit Properties, Inc.	United States
SURE FIT	76/597,753	Pending	6/17/04	Pending	Sure Fit Properties, Inc.	United States
HOMESTYLE BY SURE FIT	3501152	Pending	10/31/03	Pending	Sure Fit Properties, Inc.	CTM
SURE FIT	3501236	Pending	10/31/03	Pending	Sure Fit Properties, Inc.	CTM
SURE FIT	985924	Pending	1/23/04	Pending	Sure Fit Properties, Inc.	Australia
SURE FIT	707088	707088	1/21/04	7/22/04	Sure Fit Properties, Inc.	New Zealand

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