

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/10/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HD Acquisition Corporation	FORMERLY The Bekins Company	02/09/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HomeDirect, Inc.
Street Address:	330 South Mannheim Road
Internal Address:	HomeDirect, Inc.
City:	Hillside
State/Country:	ILLINOIS
Postal Code:	60162
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76502262	DIRECTWARE
Registration Number:	2913669	BRINGING IT HOME
Registration Number:	3039509	HOMEDIRECT USA
Registration Number:	3012811	HOMEDIRECT CANADA

**CORRESPONDENCE DATA**

Fax Number: (312)977-4405  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-977-4124  
 Email: jrquinn@uhlaw.com  
 Correspondent Name: Jennifer R Quinn  
 Address Line 1: 3500 Three First National Plaza  
 Address Line 2: Ungaretti & Harris LLP

OP \$115.00 76502262

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 4059550-003

NAME OF SUBMITTER: Jennifer R. Quinn

Signature: /Jennifer R. Quinn/

Date: 05/17/2006

**Total Attachments: 8**

source=HomeDirect Certificate of Merger#page1.tif  
source=HomeDirect Certificate of Merger#page2.tif  
source=HomeDirect Certificate of Merger#page3.tif  
source=HomeDirect Certificate of Merger#page4.tif  
source=HomeDirect Certificate of Merger#page5.tif  
source=HomeDirect Certificate of Merger#page6.tif  
source=HomeDirect Certificate of Merger#page7.tif  
source=HomeDirect Certificate of Merger#page8.tif

# Delaware

PAGE 1

*The First State*

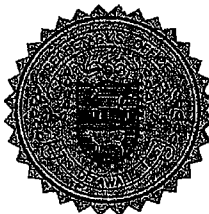
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HD ACQUISITION CORPORATION", A DELAWARE CORPORATION,  
"HD INTERMEDIATE CORP.", A DELAWARE CORPORATION,  
WITH AND INTO "HOMEDIRECT, INC." UNDER THE NAME OF  
"HOMEDIRECT, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE THE NINTH DAY OF FEBRUARY, A.D. 2006, AT 4:22 O'CLOCK  
P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.

2886494 8100M

060125696



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4514521

DATE: 02-10-06

TRADEMARK  
REEL: 003311 FRAME: 0183

**CERTIFICATE OF MERGER  
MERGING  
HD ACQUISITION CORPORATION AND  
HD INTERMEDIATE CORP.  
WITH AND INTO  
HOMEDIRECT, INC.**

HomeDirect, Inc., a corporation organized and existing under the laws of the State of Delaware, in accordance with the provisions of Section 251 of the Delaware General Corporation Law ("DGCL"), **DOES HEREBY CERTIFY:**

**FIRST:** That the name and state of organization of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF ORGANIZATION</u>
HD Acquisition Corporation	Delaware
HD Intermediate Corp.	Delaware
HomeDirect, Inc.	Delaware

**SECOND:** That an Agreement and Plan of Merger by and among HD Acquisition Corporation, HD Intermediate Corp. and HomeDirect, Inc. has been approved, adopted, certified, executed and acknowledged by the constituent corporations in accordance with the requirements of Section 251 of the DGCL. Approval of the stockholders of the constituent corporations was obtained in accordance with Section 228 of the DGCL.

**THIRD:** That the name of the corporation surviving the merger is HomeDirect, Inc.

**FOURTH:** That HomeDirect, Inc., by the merger, amends and restates its certificate of incorporation to read, in its entirety, as provided in Exhibit A hereto.

**FIFTH:** That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, the address of which is 2555 Telegraph Road, Bloomfield Hills, MI 48302-1954.


**SIXTH:** That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation to the merger.

*[signature page follows]*

IN WITNESS WHEREOF, HomeDirect, Inc., has caused this Certificate of Merger to be  
duly executed this 9<sup>th</sup> day of February, 2006.

HOMEDIRECT, INC.

By: \_\_\_\_\_

  
Name: Steven G. Carrel  
Title: Vice President

**EXHIBIT A**

PHTRANS446954\1

- 3 -

---

**TRADEMARK**  
**REEL: 003311 FRAME: 0186**

**CERTIFICATE OF INCORPORATION**  
**OF**  
**HOMEDIRECT, INC.**

**FIRST:** The name of the Corporation is HomeDirect, Inc..

**SECOND:** The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the county of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is 1000 shares, par value \$.01 per share, all of which are of one class and are designated as Common Stock.

**FIFTH:** The election of directors shall be conducted in the manner prescribed in or pursuant to the bylaws of the Corporation and need not be by ballot.

**SIXTH:** In furtherance and not in limitation of the general powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation, except as specifically otherwise provided therein.

**SEVENTH:**

A. Exculpation. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: 1) for any breach of the director's duty of loyalty to the Corporation or its stockholders; 2) for acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law; 3) under section 174 of the DGCL; or 4) for any transaction from which the director derived an improper personal benefit.

B. Future changes. A repeal or modification of this Article SEVENTH or, to the fullest extent permitted by law, an amendment or modification of applicable law shall not adversely affect any right or protection of a director of the Corporation that exists at the time of the repeal or modification. If the DGCL is amended to permit a Delaware corporation to provide greater protection from personal liability for its directors than the express terms of this Article SEVENTH, this Article SEVENTH shall be construed to provide for that greater protection. No repeal or modification of this Article SEVENTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for and with respect to any acts or omissions of such director occurring before such repeal or modification.

**EIGHTH:**

A. Indemnification. The Corporation must indemnify a person who was or is a party or a witness, or is threatened to be made a party or a witness, in any threatened, pending or completed action or proceeding, including without limitation actions by or in the right of the Corporation, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving while a director or officer of the Corporation at the request of the Corporation as a director, officer, employee, agent, fiduciary, or other representative of another corporation (for profit or not-for-profit), limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity or enterprise, against all liabilities, expenses (including without limitation attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement in connection with such action or proceeding, except to the extent such indemnification is prohibited by applicable law.

B. Advancement of expenses. Expenses (including without limitation attorneys' fees) incurred by any person who was or is a director or officer of the Corporation in defending any action or proceeding referred to in Article EIGHTH (A) shall automatically be paid by the



Corporation, without the need for action by the board of directors, in advance of the final disposition of the action or proceeding, upon receipt of an undertaking by or on behalf of the person to repay such amount if it is ultimately determined that the person is not entitled to be indemnified by the Corporation.

C. Exception. Notwithstanding anything in this Article EIGHTH to the contrary, the Corporation is not obligated to indemnify any person under Article EIGHTH (A) or advance expenses under Article EIGHTH (B) with respect to proceedings, claims, or actions commenced by the person, other than mandatory counterclaims and affirmative defenses.

D. Interpretation. The indemnification and advancement of expenses provided by or pursuant to this Article EIGHTH shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any insurance policy, agreement, vote of stockholders or directors, or otherwise, both as to actions in the person's official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of the person. If the DGCL is amended to permit a Delaware corporation to provide greater rights to indemnification and advancement of expenses for its directors and officers than the express terms of this Article EIGHTH, this Article EIGHTH shall be construed to provide for those greater rights.

E. Contract. The duties of the Corporation to indemnify and to advance expenses to a director or officer as provided in this Article EIGHTH are in the nature of a contract between the Corporation and each such person, and an amendment or repeal of any provision of this Article EIGHTH shall not alter, to the detriment of such person, the right of the person to the advancement of expenses or indemnification related to a claim based on an act or failure to act that took place prior to the amendment or repeal or the termination of the service of the person as

a director or officer, whichever is earlier.

F. Employees and agents. The Corporation may indemnify employees and agents of the Corporation on the same basis as provided in this Article EIGHTH, and advance expenses to employees and agents on the same basis as provided in this Article EIGHTH, as the board of directors may from time to time determine or authorize.

**NINTH:** If an investment opportunity for the Corporation is presented to the board of directors and such investment opportunity is not approved within a reasonable time by the board, then any non-employee stockholder or director of the Corporation may pursue, either alone or in concert with other parties, such investment opportunity independently of the Corporation and shall be permitted to manage such investment without regard to the potential impact, competitive or otherwise, on the Corporation, and such stockholder or director shall have no liability to the Corporation or its stockholders for such actions or any actions in connection therewith, including sharing trade secrets or other confidential information.

**TENTH:** Subject to any other applicable provision of this certificate of incorporation, this certificate of incorporation may be amended in the manner prescribed at the time by statute, and all rights conferred upon stockholders in this certificate of incorporation are granted subject to this reservation.