

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Srpings Window Fashions LP		12/30/2005	LIMITED PARTNERSHIP: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Springs Measure and Install LP
Street Address:	205 N. White Street
City:	Fort Mill
State/Country:	SOUTH CAROLINA
Postal Code:	29715
Entity Type:	LIMITED PARTNERSHIP: SOUTH CAROLINA

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2237620	ALEXANDRIA
Registration Number:	2795690	ASPIRATIONS
Registration Number:	2659340	AUTO MATE
Registration Number:	1374799	BALI
Registration Number:	2841207	BALI
Registration Number:	1476892	BALI ULTRA
Registration Number:	3015938	BEST XPERIENCE
Serial Number:	76534866	BEX BEST EXPERIENCE
Registration Number:	3026078	CAPITAL
Registration Number:	2237525	CASUAL CLASSICS
Registration Number:	0795044	CONTRACK
Registration Number:	2659339	CONTROLMATE
Registration Number:	2386056	CORNERSTONE

OP \$1465.00 2237620

Registration Number:	1631633	CRYSTALPLEAT
Registration Number:	1296354	CUSTOMISER
Registration Number:	1910103	DAUPHINE
Registration Number:	2942712	DESIGN BASICS
Registration Number:	2971089	DURA-VUE
Registration Number:	1160967	EASYUP
Registration Number:	2754196	EDGE OF COLOR
Registration Number:	1961174	EVENPLEAT
Registration Number:	1363420	FASHION PLEAT
Registration Number:	2196764	FINE FURNITURE FOR WINDOWS
Registration Number:	2784827	FRAMEWORKS
Registration Number:	2215187	FRESCO
Registration Number:	1999557	G-71 SUPER-VUE
Registration Number:	0980822	GRABER
Registration Number:	2063143	GRABER
Registration Number:	3026077	LAKE FOREST
Registration Number:	2923934	LIGHTWEAVES
Registration Number:	2952670	N
Registration Number:	1135161	NANIK
Registration Number:	2960356	NANIK
Registration Number:	1992453	NANIK NATURALS
Registration Number:	2153099	NATURE'S PORTRAIT
Registration Number:	1763697	NEAT PLEAT
Registration Number:	2037732	NEO
Registration Number:	1875960	ONE TOUCH
Registration Number:	1576419	PINNACLE
Registration Number:	2948991	ROOM SCAPES
Registration Number:	3090630	SHEER ENCHANTMENT
Registration Number:	1994705	SIMPULL
Registration Number:	2689123	SMARTILT
Registration Number:	2109744	SOLITAIRE
Registration Number:	2532635	STRUCTURES
Registration Number:	1454283	"SUNGLASSES FOR WINDOWS"
Registration Number:	2842712	SURECLOSE
Registration Number:	2776326	SURETIGHT

Registration Number:	2807332	SYNERGY
Registration Number:	1472299	THE SHUTTERY
Registration Number:	1462814	THE SHUTTERY
Registration Number:	1458358	THE SHUTTERY
Registration Number:	1945534	TIMBERLINE
Registration Number:	2877890	TRADEWINDS
Serial Number:	76624096	TRADITIONS
Registration Number:	2859751	WINDOW IMAGES
Registration Number:	1683812	WINDSWEPT
Registration Number:	1546447	"WOOD WINDOW FURNITURE"

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 444-1000
Email: elaine.hunt@alston.com
Correspondent Name: Martha Gayle Barber
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	31603/303566
NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/
Date:	08/01/2006

Total Attachments: 4
source=SWF ASSIGNMENT 1 #page1.tif
source=SWF ASSIGNMENT 1 #page2.tif
source=SWF ASSIGNMENT 1 #page3.tif
source=SWF ASSIGNMENT 1 #page4.tif

**PARTNERSHIP DISSOLUTION AND LIQUIDATION AGREEMENT, BILL OF SALE
AND GENERAL ASSIGNMENT AND ASSUMPTION**

THIS PARTNERSHIP DISSOLUTION AND LIQUIDATION AGREEMENT, BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION (this "Agreement") is made and entered into as of December 30, 2005 at 9:51 AM by and between Springs Window Fashions LP, a South Carolina limited partnership (the "Partnership"), and Springs Measure and Install LP, a South Carolina limited partnership (the "Measure LP"), in accordance with the terms and provisions hereof.

Statement of Purpose

Immediately prior to the execution of this Agreement, Measure LP acquired the sole general partnership interest of the Partnership. At such time, Measure LP became the owner of 100% of the partnership interests (i.e., both general and limited partnership interests) in the Partnership and the Partnership terminated by operation of law or otherwise, to which Measure LP hereby expressly acknowledges its approval and consent to such termination.

In respect of said termination of the Partnership, Measure LP has caused this Agreement to be executed to document (i) the dissolution and termination of the Partnership; (ii) the transfer, assignment, delivery and conveyance (collectively "Conveyance," and as a verb "Convey") to Measure LP of all of the assets owned by the Partnership (whether such property is real, personal, tangible or intangible or was acquired by the Partnership as a result of capital contributions, operations or other means) (collectively, the "Partnership Assets"); and (iii) the assumption by Measure LP of all of the obligations, liabilities, duties and responsibilities of the Partnership (whether such obligations, liabilities, duties and responsibilities are known, unknown, fixed, accrued, contingent or of any other character) (the "Partnership Liabilities").

NOW, THEREFORE, in consideration of the foregoing and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Consent to Dissolution and Liquidation of the Partnership. Measure LP hereby acknowledges that the acquisition of the general partnership interest of the Partnership makes the continuation of the Partnership impossible and, therefore, directs that the Partnership be dissolved and liquidated as contemplated by the Limited Partnership Agreement of the Partnership (the "Partnership Agreement") and applicable law. Measure LP hereby also expresses its consent to serve as liquidator of the Partnership and to be responsible for the winding-up and liquidation of the Partnership, including the transfer to it of all of the Partnership Assets and the assumption by it of all of the Partnership Liabilities.

2. Conveyance of the Partnership Assets and Assumption of the Partnership Liabilities. The Partnership does hereby Convey unto Measure LP the Partnership Assets for Measure LP and Measure LP's successors and assigns to have and to hold forever. Measure LP

hereby accepts all of the Partnership Assets and hereby assumes and agrees to perform all of the Partnership Liabilities.

3. Covenant of Further Assurances. Each party hereto hereby agrees to execute, at the request of the other party, such other documents and to perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement, including, without limitation, executing, acknowledging and delivering any and all further instruments, documents and other papers which may be necessary or reasonably required (i) for the Partnership to transfer the Partnership Assets Conveyed hereby to Measure LP and (ii) for Measure LP to assume the Partnership Liabilities.

4. Termination of the Partnership. Measure LP hereby acknowledges that the Partnership is terminated and shall henceforth not transact any business.

5. Miscellaneous. The captions herein are for convenience of reference only and shall not be construed as a part of this Agreement. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of South Carolina, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the date first above written.

“PARTNERSHIP”

SPRINGS WINDOW FASHIONS LP

By: *Forrest M. Emerson*
Name: Forrest M. Emerson
Title: V.P. - Assoc. General Counsel
and Assistant Secretary

“MEASURE LP”

SPRINGS MEASURE AND INSTALL LP

By: *Forrest M. Emerson*
Name: Forrest M. Emerson
Title: V.P. - Assoc. General Counsel
and Assistant Secretary

Country/Mark	Reg. No.	Appl. No.	Class(es)
ALEXANDRIA	2,237,620	75/307,554	20
ASPIRATIONS	2,795,690	76/379,596	6; 20
AUTO MATE	2,659,340	76/379,590	20
BALI	1,374,799	73/487,234	20
BALI & New Design	2,841,207	76/446,303	20
BALI ULTRA	1,476,892	73/671,477	20
BEST XPERIENCE	3,015,938	76/534,867	6; 20
BEX BEST EXPERIENCE		76/534,866	6; 20
CAPITAL	3,026,078	76/617,106	19
CASUAL CLASSICS	2,237,525	75/284,711	20
CONTRACK	795,044	72/208,567	6
CONTROLMATE	2,659,339	76/379,589	20
CORNERSTONE	2,386,056	75/407,777	20
CRYSTALPLEAT	1,631,633	73/834,026	20
CUSTOMISER	1,296,354	73/455,388	20
DAUPHINE	1,910,103	74/561,069	20
DESIGN BASICS	2,942,712	76/521,963	20
DURA-VUE	2,971,089	76/226,689	20
EASYUP	1,160,967	196,189	20
EDGE OF COLOR	2,754,196	76/379,594	20
EVENPLEAT	1,961,174	74/542,269	20
FASHION PLEAT	1,363,420	528,391	20
FINE FURNITURE FOR WINDOWS	2,196,764	75/232,956	40
FRAMEWORKS	2,784,827	76/379,591	6; 20
FRESCO	2,215,187	75/223,456	20
G-71 SUPER-VUE	1,999,557	74/715,570	20
GRABER	980,822	72/429,984	6
GRABER & New Design	2,063,143	75/109,000	6; 20
LAKE FOREST	3,026,077	76/617,105	20

Country/Mark	Reg. No.	Appl. No.	Class(es)
LIGHTWEAVES	2,923,934	76/519,790	20
N & Design	2,952,670	76/518,859	20
NANIK	1,135,161	73/181,000	20
NANIK & Design	2,960,356	76/518,858	20
NANIK NATURALS	1,992,453	74/582,275	20
NATURE'S PORTRAIT	2,153,099	75/185,877	20
NEAT PLEAT	1,763,697	74/154,960	20
NEO	2,037,732	74/660,988	20
ONE TOUCH	1,875,960	74/331,611	20
PINNACLE	1,576,419	73/801,387	20
ROOMSCAPES	2,948,991	76/463,896	6; 20
SHEER ENCHANTMENT	3,090,630	76/498,419	20
SIMPULL	1,994,705	74/634,343	7
SMARTILT	2,689,123	76/131,081	20
SOLITAIRE	2,109,744	75/053,346	20
STRUCTURES	2,532,635	75/734,839	6; 20
SUNGLASSES FOR WINDOWS	1,454,283	73/642,365	20
SURECLOSE	2,842,712	76/521,964	20
SURETIGHT	2,776,326	76/271,851	6
SYNERGY	2,807,332	76/442,606	20
THE SHUTTERY	1,472,299	73/642,366	19; 20
THE SHUTTERY & Design	1,462,814	73/642,364	19; 20
THE SHUTTERY (Stylized)	1,458,358	73/642,503	19; 20
TIMBERLINE	1,945,534	74/616,495	20
TRADEWINDS	2,877,890	76/436,086	20
TRADITIONS		76/624,096	20
WINDOW IMAGES	2,859,751	76/531,890	20
WINDSWEPT	1,683,812	74/166,967	20
WOOD WINDOW FURNITURE	1,546,447	73/642,504	20