

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/24/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Houseplans, Inc.		08/24/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Houseplans LLC
Street Address:	177 Steuart Street
Internal Address:	Suite 700
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3089740	HOUSEPLANS.COM LIVE YOUR DREAM
Registration Number:	3009780	HOUSEPLANS.COM

CORRESPONDENCE DATA

Fax Number: (831)768-7528
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 831-768-7481
 Email: jatatum@tatumgc.com
 Correspondent Name: Jeffery Anne Tatum
 Address Line 1: P.O. Box 988
 Address Line 4: Aptos, CALIFORNIA 95001

NAME OF SUBMITTER:	Jeffery Anne Tatum
Signature:	/Jeffery Anne Tatum/

OP \$65.00 3089740

Date:

10/04/2007

Total Attachments: 8

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "**Agreement**") is entered into by and between Houseplans, LLC, a California limited liability company (the "**LLC**"), and Houseplans, Inc., a California corporation (the "**Company**"), this 24th day of August, 2007.

RECITALS

A. The LLC, which previously was a California corporation named Houseplans Acquisition Corp., Inc. (the "**Prior Entity**"), was converted to a California limited liability company by the filing of Articles of Organization – Conversion with the California Secretary of State on August 7, 2007.

B. The LLC is, and before its conversion the Prior Entity was, the Company's sole shareholder.

C. The LLC is, and after the Merger will remain, a single member limited liability company.

D. The purpose of this Agreement is to cause the Company to merge with and into the LLC (the "**Merger**") under the terms and conditions set forth in this Agreement and the applicable provisions of California law, so that, after consummation of the Merger, the Company will cease to exist as a separate entity and the LLC will survive and continue as a limited liability company, with all of the rights, powers, assets, and liabilities of the Company.

NOW THEREFORE, in consideration of these premises and of the mutual provisions contained in this Agreement, and for other good and valuable consideration, the parties do hereby agree as follows.

AGREEMENT

ARTICLE I:

DEFINITIONS

1.1 For purposes of this Agreement, the following terms will have the meanings specified in this Article.

"**Agreement**" has the meaning given in the Preamble, above.

"**Business Day**" means any day other than a Saturday, a Sunday, or a day on which banks in San Francisco, California, are authorized by law to be closed.

"**Capital Stock**" means the outstanding shares of common stock of Company.

"**Certificate of Merger**" means a certificate of merger in substantially the form attached to this Agreement as Exhibit A.

“**Closing**” means the closing of the transactions contemplated by this Agreement.

“**Code**” means the California Corporations Code, as amended from time to time.

“**Company**” means Houseplans, Inc., a California corporation.

“**Effective Date**” means the date on which the Certificate of Merger is properly filed with the California Secretary of State.

“**Kransco**” means Kransco Houseplans, LLC, a California limited liability company which is the sole Member and Manager of the LLC.

“**LLC**” means Houseplans, LLC, a California limited liability company.

“**Merger**” has the meaning given in Recital D.

“**Operating Agreement**” means that certain operating agreement adopted for the governance of the LLC by its sole Member, Kransco Houseplans, LLC.

“**Prior Entity**” has the meaning given in Recital A.

“**Surviving Entity**” means the LLC.

ARTICLE II:

THE MERGER

2.1 Closing. The Closing will be held on such date as LLC and Company may agree, but in no event more than five (5) Business Days following satisfaction of all conditions precedent to the Merger specified in this Agreement.

2.2 Certificate of Merger. Subject to the terms and conditions of this Agreement, at or before the Closing, the Company and the LLC will execute and deliver the Certificate of Merger. Within five (5) Business Days after the Closing, the LLC will cause the Certificate of Merger, together with the filing fee, to be delivered to the California Secretary of State for filing.

2.3 Consequences of the Merger. The following events will occur on the Effective Date.

- (a) The Merger will become effective;
- (b) The separate existence of the Company will cease and the Company will be merged with and into the LLC as the Surviving Entity;
- (c) The LLC will be managed by its Members;
- (d) The Merger will have all the effects provided by applicable law, including without limitation Corporations Code §17554, which provides that:

(i) The LLC will succeed to all the rights and property of the Company, without other transfer, act, or deed, and will be subject to all the debts and liabilities of Company in the same manner as if the LLC had incurred them; and

(ii) All rights of creditors and all liens on the property of the Company will be preserved unimpaired, provided that those liens will be limited to the property affected immediately before the Effective Date.

2.4. Further Acts After the Effective Date. If at any time after the Effective Date the LLC considers or is advised that any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the LLC its right, title, or interest in, to, or under any of the rights, properties, or assets of the Company, or to otherwise carry out this Agreement, the Member(s) of the LLC is (are) authorized, in the Company's name and on its behalf, to execute and deliver all those things and to take and do all actions that may be necessary or desirable to vest, perfect, or confirm in LLC all rights, title, and interests in, to, and under those rights, properties, or assets or to otherwise carry out this Agreement.

ARTICLE III:

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

3.1. Articles of Organization. The Articles of Organization of the LLC as in effect immediately before the Effective Date shall remain the Articles of Organization of the Surviving Entity, without change or addition.

3.2. Operating Agreement. The Operating Agreement of the LLC as in effect immediately prior to the Effective Date will be the operating agreement of the Surviving Entity, without change or addition.

ARTICLE IV:

CONDITIONS TO THE LLC'S OBLIGATIONS

All obligations of the LLC under this Agreement are subject to the satisfaction, at or before the Closing, of each of the following conditions.

4.1 Agreement. The Company will have delivered to the LLC one or more duly executed copies of this Agreement and the Certificate of Merger.

4.2 Company Approvals. This Agreement and the transactions contemplated hereby will have been approved by the Board of Directors and sole shareholder of the Company.

4.3 Third Party Consents and Approvals. The Company will have obtained all consents and approvals of third parties (including governmental authorities) required for it to consummate the transactions contemplated by this Agreement, and no third party will have withdrawn from or suspended any material license, permit, or contractual right of the Company.

4.4 Other Legal Requirements. All statutory and other legal requirements for the valid consummation of the Merger will have been fulfilled, including without limitation all requirements regarding notice to creditors of the bulk transfers contemplated by this Agreement. No law or regulation will have passed or been enacted that would prevent the consummation of the transactions contemplated by this Agreement.

ARTICLE V:

CONDITIONS TO THE COMPANY'S OBLIGATIONS

The obligations of Company under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions.

5.1. Agreement. The LLC will have delivered to the Company duly executed copies of this Agreement and the Certificate of Merger.

5.2. LLC Approval. This Agreement and the transactions contemplated hereby will have been approved by Kransco, acting in its capacity as the sole Member and Manager of the LLC.

5.3. Third Party Consents and Approvals. The LLC will have obtained all consents and approvals of third parties (including governmental authorities) required for it to consummate the transactions contemplated by this Agreement, and no third party will have withdrawn from or suspended any material license, permit, or contractual right of the LLC.

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ARTICLE VI:

TERMINATION AND ABANDONMENT

6.1 Termination by Mutual Consent. This Agreement may be terminated at any time before the Closing by the mutual written consent of parties hereto.

6.2 Termination by the Parties Individually. Either party hereto may terminate this Agreement at any time before the Closing by delivery of written notice to the other party if the other party has violated this Agreement in any material respect or the Closing has not then occurred.

6.3 Effect of Termination. If this Agreement is terminated under this Article VI:

(a) Agreement Void. This Agreement will become void and of no further force or effect, with no liability or obligation on the part of LLC or

Company, except that nothing in this provision will relieve any party of any liability for willful breach of this Agreement;

(b) Merger Abandoned. The Merger may be abandoned; and

(c) Costs. Each party hereto will bear its own costs associated with this Agreement and all transactions contemplated hereby.

**ARTICLE VII:
MISCELLANEOUS**

7.1 Headings. The headings in this Agreement are included for convenience only and will affect neither the construction or interpretation of any provision in this Agreement nor any of the rights or obligations of the parties to this Agreement.

7.2 Binding Nature. This Agreement will be binding on and inure to the benefit of the parties to it.

7.3 Governing Law. This Agreement shall be interpreted and enforced under the substantive and procedural laws of the State of California, without reference to the choice of laws or conflicts of laws rules or principles of that or any other jurisdiction.

7.4 Exhibits. The exhibits attached to this Agreement are by this reference incorporated into and constitute a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed as of the date first set forth above.

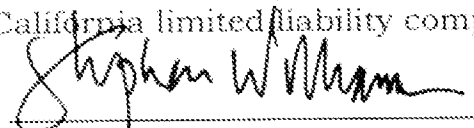
LLC:

HOUSEPLANS, LLC

a California limited liability company

By: **KRANSKO HOUSEPLANS, LLC**

a California limited liability company

By: 
Stephen Williamson
Its Manager

THE COMPANY:

HOUSEPLANS, INC.

a California corporation

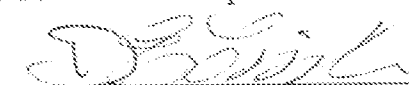
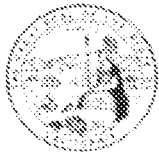
By: 
Douglas E. Tinker
Its Chief Financial Officer

EXHIBIT A



State of California Secretary of State

OOBE MERG

CERTIFICATE OF MERGER

(Corporations Code sections 1141(g), 6019.1, 6019.1, 6640, 6640.1, 68673.4, 68675(a) and 7502)

IMPORTANT — Read all instructions before completing this form.

(This Space For Filing Use Only)

<p>1. NAME OF SURVIVING ENTITY Hoseyberry, LLC</p>	<p>2. TYPE OF ENTITY Limited Liability Company</p>	<p>3. CA SECRETARY OF STATE FILE NUMBER C7631366</p>	<p>4. JURISDICTION California</p>												
<p>5. NAME OF DISAPPEARING ENTITY Hoseyberry, Inc.</p>	<p>6. TYPE OF ENTITY Corporation</p>	<p>7. CA SECRETARY OF STATE FILE NUMBER C7631366</p>	<p>8. JURISDICTION California</p>												
<p>9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALS OR EXCEEDS THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE NUMBER VOTES REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES IF NECESSARY.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">SURVIVING ENTITY</th> <th colspan="2" style="text-align: center;">DISAPPEARING ENTITY</th> </tr> <tr> <th style="text-align: center;">CLASS AND NUMBER</th> <th style="text-align: center;">AND PERCENTAGE VOTE REQUIRED</th> <th style="text-align: center;">CLASS AND NUMBER</th> <th style="text-align: center;">AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Member Interest: One</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">Common Stock: 1,000 shares</td> <td style="text-align: center;">A Majority</td> </tr> </tbody> </table>				SURVIVING ENTITY		DISAPPEARING ENTITY		CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	Member Interest: One	100%	Common Stock: 1,000 shares	A Majority
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Member Interest: One	100%	Common Stock: 1,000 shares	A Majority												
<p>10. IF BODY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED BY THE MERGER, CHECK THE APPLICABLE STATEMENT.</p> <p><input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.</p>															
<p>11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUIRED CHANGES OF ARTICLES OR PARTNERSHIP AGREEMENT, ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY, RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES IF NECESSARY.</p> <p style="text-align: center;">NONE</p>															
<p>12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PRINCIPAL ADDRESS OF SURVIVING ENTITY</td> <td style="width: 25%;">CITY AND STATE</td> <td style="width: 25%;">ZIP CODE</td> </tr> <tr> <td>177 Broad Street, Suite 700</td> <td>San Francisco, CA</td> <td>94108</td> </tr> </table>				PRINCIPAL ADDRESS OF SURVIVING ENTITY	CITY AND STATE	ZIP CODE	177 Broad Street, Suite 700	San Francisco, CA	94108						
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<p>13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONTRIBUTING OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES IF NECESSARY.</p> <p style="text-align: center;">N/A</p>															
<p>14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN BODY CORPORATE ENTITY IS AUTHORIZED TO EFFECT THE MERGER.</p> <p style="text-align: center;">N/A</p>		<p>15. FUTURE EFFECTIVE DATE, IF ANY.</p> <p style="text-align: center;">(Month) (Day) (Year)</p>													
<p>16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREBY BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.</p>															
<p>17. I, THE UNDERSIGNED, BEING UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE AND BELIEF, AND EXCEPT TO THE EXTENT WHICH EXECUTION OF MY ACT AND DEED</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</p> <p><i>Douglas Fisher</i></p> </td> <td style="width: 50%; vertical-align: top;"> <p>HEAD PLAYS, LLC by Kymber Hoseyberry, LLC Manager (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>By: Stephen Williamson, Manager (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>Stephen Williamson, President (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>Douglas Fisher, Chief Financial Officer (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> </td> </tr> </table>				<p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</p> <p><i>Stephen Williamson</i></p> <p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</p> <p><i>Douglas Fisher</i></p>	<p>HEAD PLAYS, LLC by Kymber Hoseyberry, LLC Manager (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>By: Stephen Williamson, Manager (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>Stephen Williamson, President (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p> <p>Douglas Fisher, Chief Financial Officer (TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON)</p>										
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<p>For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing.</p>															
<p>OOBE MERG - REV 06/10/06</p>		<p>APPROVED BY SECRETARY OF STATE</p>													



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 14 2007

DEBRA BOWEN
Secretary of State



State of California Secretary of State

OBE MERG

ENDORSED - FILED in the office of the Secretary of State of the State of California

AUG 24 2007

CERTIFICATE OF MERGER

(Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15678.4, 16919(b) and 17552)

IMPORTANT - Read all instructions before completing this form.

This Space For Filing Use Only

Form with fields for surviving and disappearing entities, principal address, and authorized signatures.

OBE MERGER-1 (REV 05/2006)

APPROVED BY SECRETARY OF STATE



TRADEMARK