

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
Hallmark Manufacturing Co., Inc.		02/25/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hallmark Lighting, LLC		
Street Address:	9631 DeSoto Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77216711	HALLMARK LIGHTING	
Serial Number:	77216865	NORTH BAY COLLECTIONS	
CORRESPONDENCE DATA			
Fax Number:	(805)230-1355		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-230-1350		
Email:	trozelle@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd.		
Address Line 2:	Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	H009-T07083US		
NAME OF SUBMITTER:	Terry Rozelle		
Signature:	/terryrozelle/		

OP \$65.00 77216711

Date:

02/26/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("this Agreement") is entered into by and between Hallmark Manufacturing Co., Inc., a California corporation ("Assignor") and Hallmark Lighting, LLC, a California limited liability company, and is made with respect to the following recitals and is made effective 9 Nov. 1, 2008.

WHEREAS, Assignor has used the marks HALLMARK LIGHTING and NORTH BAY COLLECTIONS as trademarks and have thereby obtained goodwill in the marks ("the Assignor Trademarks").

WHEREAS, Assignor has applied for registration of the Assignor Trademarks, namely US Trademark Application No. 77/216,711 for HALLMARK LIGHTING and US Trademark Application No. 77/216,865 for NORTH BAY COLLECTIONS ("the Assignor Applications").

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Assignor Trademarks.

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

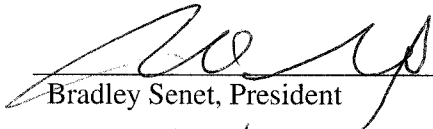
1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assignor Trademarks in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the Assignor Applications, including the goodwill associated therewith (altogether, "the Assignor Trademark Rights"). Assignor will execute any documents reasonably necessary to effect the transfer of the Assignor Trademark Rights to Assignee.
2. To the extent that Assignor has any right, title or interest in the Assignor Trademark Rights, Assignor hereby sells, assigns and transfers them to Assignee. Assignor will execute any documents reasonably necessary to effect the transfer of its Assignor Trademark Rights (if any) to Assignee.
3. Assignor acknowledges receipt of adequate consideration.
4. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
5. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

Signatures

Hallmark Manufacturing Co., Inc.

9631 De Soto Avenue
Chatsworth, CA 91311



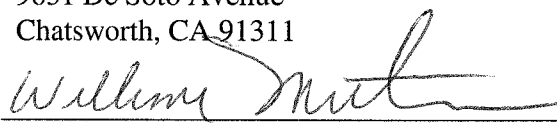
Bradley Senet, President

Date

2/25/08

Hallmark Lighting, LLC

9631 De Soto Avenue
Chatsworth, CA 91311



William Miltner, Chief Financial Officer

Date

2/25/08