

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rollease, Inc.		07/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1512317	ROLLEASE
Registration Number:	1788185	VERSARAIL
Registration Number:	1823260	EXPRESSLY YOURS
Registration Number:	2512773	ENGINEERED TO BE ESSENTIAL
Registration Number:	2704543	
Registration Number:	2965513	
Registration Number:	3356395	
Registration Number:	3466689	ROLLEASE
Registration Number:	3466690	ENGINEERED TO BE ESSENTIAL

CORRESPONDENCE DATA

Fax Number: (212)684-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-684-3900

OP \$240.00 1512317

Email: efilng@grr.com, fdecolvenaere@grr.com
Correspondent Name: Frank D. Decolvenaere
Address Line 1: 270 Madison Avenue
Address Line 4: New York, NEW YORK 10016-0601

ATTORNEY DOCKET NUMBER:	0406/171
NAME OF SUBMITTER:	Frank D. Decolvenaere
Signature:	/frank decolvenaere/
Date:	08/22/2008

Total Attachments: 9

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of July __, 2007, by Rollease, Inc. (the "**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (as defined below) (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, this Acknowledgement is executed and delivered immediately after the completion of the Mergers (as such is defined in the Loan Agreement); and

WHEREAS, pursuant to that certain Credit Agreement dated as of July __, 2007, among Grantor, the other Credit Parties named therein, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement pursuant to the terms of the Security Agreement (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the

benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and


all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT
BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROLLEASE, INC., as Grantor

By: 
Name: Derick Marsh
Title: President and Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

SIGNATURE PAGE TO ACKNOWLEDGEMENT OF IP COLLATERAL LIEN

CapitalSource\Rollase: Acknowledgment of IP Collateral Lien
LIBNY/4619564.2


**TRADEMARK
REEL: 003839 FRAME: 0896**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROLLEASE, INC., as Grantor

By: _____
Name: Derick Marsh
Title: President and Secretary

Accepted and Agreed:
CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____
Name: Peggy Balsawer
Title: Associate General Counsel
Corporate Finance

SIGNATURE PAGE TO ACKNOWLEDGEMENT OF IP COLLATERAL LIEN

CapitalSource\Rollease: Acknowledgment of IP Collateral Lien
LIBNY/4619564.2

TRADEMARK
REEL: 003839 FRAME: 0897

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
Owner	(Misc. Design) Rollease (Stylized)	608440	Clutch housing configuration made of plastic	02/15/2005	40-2003-52070	South Korea
Owner	Engineered to be Essential	596,641	Metal hardware for window coverings	12/05/2003	1,122,034	Canada
Owner	Engineered to be Essential	2,512,773	Metal hardware for window coverings	11/27/2001	76/258,243	United States
Owner	Expressly Yours	1,823,260	Custom manufacture of window shade headboards	02/22/1994	329,707	United States
Owner	(Misc. Design)	2,965,513	Clutch Housing Configuration	07/12/2005	76/439,024	United States
Owner	(Misc. Design)	2,704,543	Clutch Housing	04/08/2003	76/434,592	United States
Owner	Rollease	970061	Metal hardware for window coverings	05/17/2004	970061	Australia
Owner	Rollease	TMA375002	Metal hardware for window coverings	11/02/1990	599069	Canada
Owner	Rollease	3346566	Metal hardware for window coverings	11/28/2005	3346566	European Union
Owner	Rollease	886327	Metal hardware for window coverings	06/17/2005	686246	Mexico
Owner	Rollease	1,512,317	Metal hardware for window coverings	11/15/1998	73-664,060	United States
Owner	Versarail	1,788,185	Venetian blind and window shade lift units and parts	08/17/1993	329,713	United States

TRADEMARK APPLICATIONS

Nature of Interest (e.g., owner, licensee)	Trademark Application related to following Trademark	Serial No.	Property Covered	Country of Application
Owner	(Misc. Design)	825728991	Clutch housing configuration made of plastic	Brazil
Owner	(Misc. Design)	78/953,445	Clutch housing configuration made of plastic	United States
Owner	(Misc. Design) with Rollease	710120	Clutch housing configuration made of plastic	Mexico
Owner	Rollease	826154980	Metal hardware for window coverings	Brazil
Owner	Rollease	4354154	Metal hardware for window coverings	China
Owner	Rollease (Chinese Characters)	N/A	Metal hardware for window coverings	China

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

REGISTERED PATENT

Nature of Interest (e.g., owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
Owner	5,482,105	01/09/1996	United States
Owner	5,507,374	04/16/1996	United States
Owner	6,981,539	01/03/2006	United States
Owner	5,058,720	10/22/1991	United States
Owner	7,137,430	11/21/2006	United States
Owner	5,228,491	07/20/1993	United States
Owner	646182	07/23/1992	Australia
Owner	2,092,300	07/23/1992	Canada
Owner	0551486	12/11/1996	European Patent Co
Owner	114181	04/14/1997	South Korea
Owner	6,685,592	02/03/2004	United States
Owner	6,237,667	05/29/2001	United States
Owner	6,854,503	02/15/2005	United States
Owner	5,791,390	08/11/1998	United States
Owner	5,375,643	12/27/1994	United States
Owner	186559	10/22/1997	Mexico
Owner	667615	07/16/1996	Australia
Owner	P19307694-0	07/24/2001	Brazil
Owner	2149438	04/14/1998	Canada
Owner	0680543	06/03/1998	European Patent Co
Owner	2846473	10/30/1998	Japan
Owner	174076	11/03/1998	South Korea
Owner	6,792,999	09/21/2004	United States
Owner	6,817,402	11/16/2004	United States
Owner	6,935,401	08/30/2005	United States
Owner	2,479,156	04/24/2007	Canada
Owner	6,202,967	03/20/2001	United States
Owner	2,368,172	08/24/2004	Canada

PATENT APPLICATIONS

Patent Applications:

Nature of Interest (e.g., owner, licensee)	Patent Applications		
	Serial No.	Filing Date	Country of Issue
Owner	11/733,947	04/11/2007	United States
Owner	29/275,169	12/15/2006	United States
Owner	29/275,170	12/15/2006	United States
Owner	29/275,139	12/14/2006	United States

Owner	61/845,319	09/18/2006	United States
Owner	11/733,256	04/10/2007	United States
Owner	PCT/US07/66370	04/11/2007	WIPO
Owner	11/567,468	12/06/2006	United States
Owner	11/355,503	02/16/2006	United States
Owner	PCT/US07/60441	01/12/2007	WIPO
Owner	03726066.8	03/18/2003	European Patent Co
Owner	2,480,272	09/23/2004	Canada
Owner	2,452,908	03/20/2003	Canada
Owner	03723803.7	03/20/2003	European Patent Co
Owner	06014017.5	03/20/2003	European Patent Co
Owner	PA/A/2004/002651	03/20/2003	Mexico