

11-25-2008

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

80.75.11

1. Name of conveying party(ies):

Lafayette Venetian Blind, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Indiana
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Budget Blinds, Inc.

Internal Address:

Address:

Street Address: 1927 N. Glassell Street

City: Orange

State: California

Country: USA Zip: 92865

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship California
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) 10/31/08 and 11/10/08

- Assignment
- Security Agreement
- Other Assignment with Repurchase Option

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3437368

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Illusions

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennie L. Amante

Internal Address:

Street Address: 1927 N. Glassell Street

City: Orange

State: California Zip: 92865

Phone Number: 714-279-2427

Fax Number: 714-998-8901

Email Address: jennie@homefranchiseconcepts.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Jennie L. Amante  
Signature  
Name of Person Signing

11/10/08  
Date

Total number of pages including cover sheet, attachments, and document: 4

11/25/08 11:54:43  
DPN/FEM/ARJ

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## AGREEMENT

This Agreement ("Agreement") is entered into by and between Lafayette Venetian Blind, Inc., an Indiana corporation ("LVB"), and Budget Blinds, Inc., ("BB"), a California corporation, (each singly referred to as "Party" or collectively as "Parties").

### RECITALS

LVB holds a trademark registration for the Illusions Mark (as defined herein); and

LVB and BB have entered into an agreement whereby LVB manufactures window blinds and shades for BB and its franchisees; and

BB, on behalf of itself and its franchisees, seeks the Illusions Mark for branding and promotion of products manufactured by LVB for BB and its franchisees.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I. DEFINITION

- 1.01 "Illusions Mark" means the right, title and interest of LVB in the trademark "Illusions" (U.S. Trademark Registration Serial # 77197856);

### ARTICLE II. CONVEYANCE

- 2.01 LVB hereby conveys to BB, and BB accepts from LVB, all right, title, and interest of LVB in and to the Illusions Mark.

### ARTICLE III. CONSIDERATION

- 3.01 BB's commitment to order products from LVB for sale under the Illusions Mark is consideration for this License Agreement.

### ARTICLE IV. WARRANTY

- 4.01 LVB MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE ILLUSIONS MARK. LVB DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND.
- 4.02 BB accepts the Illusions Mark as is.

### ARTICLE V. REPURCHASE OPTION

- 5.01 BB hereby issues to LVB, and LVB accepts from BB, an option for LVB to purchase from BB all right, title and interest in and to the Illusions Mark for a price of one dollar, said option to irrevocably vest in LVB upon execution of this Agreement and to be exercisable by LVB by written notice to BB if and when BB and its franchisees cease placing orders for additional units of blinds from LVB. The foregoing option shall be enforceable by LVB against BB and any successor of BB or assign of the Illusions Mark.

**ARTICLE VI. MISCELLANEOUS**

- 6.01 Any notices provided for under this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified mail, addressed to the party entitled thereto as follows:

If to LVB:

Lafayette Venetian Blind, Inc.  
P.O. Box 2838  
West Lafayette, Indiana 47906  
Attn: \_\_\_\_\_

If to BB:

Budget Blinds, Inc.  
1927 North Glassell Street  
Orange, CA 92865  
Attn: Brent Hallock

- 6.02 This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be construed under and governed by the laws of the State of Indiana and the United States of America. Any dispute between LVB and BB (including any claim for injunctive relief) shall be determined solely and exclusively by a court of competent jurisdiction in Tippecanoe County in Indiana. The prevailing party in any litigated dispute shall be entitled to reimbursement of its reasonable attorney's fees and costs.
- 6.03 The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 6.04 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, BB and LVB have caused this Agreement to be executed by their respective officers.

LAFAYETTE VENETIAN BLIND, INC.

Dennis W. Morton  
Signature

11/10/08  
Date

Dennis W. Morton  
Printed  
Vice President  
Title

BUDGET BLINDS, INC.

Brent Hallock  
Signature

10/31/08  
Date

Brent Hallock  
Printed  
Exec. V.P.  
Title

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