

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
Powalk, Inc.		03/02/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Kitchens To Go, LLC
Street Address:	131 West Jefferson Avenue
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60540
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2333470	KITCHENS TO GO

CORRESPONDENCE DATA

Fax Number: (312)627-1717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-627-4104
 Email: jborcia@tsmp.com
 Correspondent Name: James K. Borcia
 Address Line 1: 233 S. Wacker Drive
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	James K. Borcia
Signature:	/James K. Borcia/
Date:	06/19/2009

Total Attachments: 4
 source=Purch Agreement- KTG Trademark and URL- Signed#page1.tif

OP \$40.00 2333470

900136731

**TRADEMARK
 REEL: 004008 FRAME: 0316**

source=Purch Agreement- KTG Trademark and URL- Signed#page2.tif
source=Purch Agreement- KTG Trademark and URL- Signed#page3.tif
source=Purch Agreement- KTG Trademark and URL- Signed#page4.tif

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 2 day of March, 2009, between Powalk, Inc., a Florida corporation with its principal place of business in Fort Lauderdale, Florida ("Powalk"), and Kitchens To Go, LLC, an Illinois limited liability company with its principal place of business in Naperville, Illinois ("KTG").

WITNESSETH:

THAT, WHEREAS Powalk is the owner of U.S. Registration No. 2,333,470 for the mark "KITCHENS TO GO" for "design for others in the field of new kitchens and baths" and represents that it has continuously used the mark "KITCHENS TO GO" in connection with its services in designing kitchens and baths since at least as early as 1996 ("the Mark");

NOW, THEREFORE, in consideration of the promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Powalk and KTG agree as follows:

1. **Payment to Powalk**

Upon full execution of this Agreement KTG shall pay to Powalk the sum of Six Thousand Dollars (\$6,000.00).

2. **Transfer to Kitchens to Go**

Powalk hereby assigns all of its right, title and interest in any federal and state trademarks registrations (whether current or expired) and its rights under common law to the trade names and usages for all of its rights, title and interest for "Kitchens to Go" (hereinafter "the Mark"), including but not limited to its rights to the domain name www.kitchenstogo.com. Powalk agrees that the transfer herein also includes the transfer of all goodwill associated with the Mark.

Powalk agrees to execute such further documentation that KTG deems necessary to effectuate this transfer, including any registration documents which may need to be filed in the U.S. Patent and Trademark office or in any other federal, state or local government office, and any documents necessary to transfer the domain name to KTG.

3. **Prohibited Activities**

Powalk agrees that it will not make any further use of the Mark, including any trademark or trade name that is substantially similar to the Mark. However, Powalk has until July 1, 2009 to notify any appropriate governmental agencies and business relationships and effect all appropriate record changes.

4. **Entire Agreement**

All understandings and agreements heretofore made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties relating to its subject matter, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party or any other person not embodied in this Agreement. Any modification of this Agreement may be made only by an instrument in writing signed by or on behalf of the party to be bound by such modification.

5. **Counterparts**

This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year first above written.

POWALK, INC.

By: 

Kenneth Walker
President

KITCHENS TO GO, LLC

By: 

Steve Rubin
Member

452515