

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Settlement Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Murray R. Braun		08/18/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shademaker Products Corporation		
Street Address:	P.O. Box 5271		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77605211	ROLLUP	
Registration Number:	3185017	ROLLUP	
Registration Number:	3383609	ROLLUP AWNINGS	
CORRESPONDENCE DATA			
Fax Number:	(516)496-3869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-496-3868		
Email:	John@ktb-iplaw.com		
Correspondent Name:	John G. Tutunjian		
Address Line 1:	20 Crossways Park Drive North		
Address Line 2:	Suite 210		
Address Line 4:	Woodbury, NEW YORK 11797		
ATTORNEY DOCKET NUMBER:	254-5 (2F), 5, 34		
NAME OF SUBMITTER:	John G. Tutunjian		

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Signature:	/jgt/
Date:	08/19/2009
Total Attachments: 4 source=254-5(2f),5,34_SettlementAgreement#page1.tif source=254-5(2f),5,34_SettlementAgreement#page2.tif source=254-5(2f),5,34_SettlementAgreement#page3.tif source=254-5(2f),5,34_SettlementAgreement#page4.tif	

SETTLEMENT AGREEMENT

The parties to this Settlement agreement are:

Shademaker Products Corporation ("SPC"), an Illinois Corporation, with a principal place of business located in Buffalo Grove, Illinois; and

Murray R. Braun ("MRB"), residing at 1688 Church Street, Holbrook, NY 11741, Rollup Shutters and Awnings, Inc. ("RSA"), a New York corporation, with a principal place of business located in Holbrook, New York, and Mehy Holdings, Inc. ("Mehy"), a New York corporation, with a principal place of business located in Holbrook, New York (collectively "the Braun Parties"), all of which are current or predecessor owners of the trademarks referred to herein, and all of which are related parties either being controlled by one of said parties or under common control of one of said parties or a common third party.

WHEREAS the parties agree to the following terms for settlement of the pending trademark dispute between them:

1. SPC agrees to withdraw, without prejudice, the Trademark Cancellation Action No. 92050881 brought against MRB on April 28, 2009 for U.S. Registrations 3,185,017 ("the '017 Reg") and 3,383,609 ("the '609 Reg") within 3 business days from the date of confirmation that MRB has filed a post registration Section 7 amendment amending the identification of goods for the '017 Reg and the '609 Reg as follows:

Laterally retractable non-metal awnings and awning systems comprising awning housing, support frames, shock absorbing bars, wiper bars and hardware, **excluding any awning or awning system that uses a laterally moving roller tube, translating perpendicular to the axis of rotation, to support the extended end of the fabric**; outdoor fabric canopy systems comprising housings, support frames, shock absorber bars, wiper bars and hardware, **excluding any canopy system that uses a laterally moving roller tube, translating perpendicular to the axis of rotation, to support the extended end of the fabric.**

2. SPC agrees not to oppose MRB's currently pending Trademark application serial No. 77/605,211 ("the '211 App") within 3 business days from the date of confirmation that MRB has filed an amendment amending the identification of goods for the '211 App as follows:

Laterally retractable non-metal awnings and awning systems comprising awning housing, support frames, shock absorbing bars, wiper bars and hardware, **excluding any awning or awning system that uses a laterally moving roller tube, translating perpendicular to the axis of rotation, to support the extended end of the fabric**; outdoor fabric canopy systems comprising housings, support frames, shock absorber bars, wiper bars and hardware, **excluding any canopy system that uses a laterally moving roller tube, translating**

perpendicular to the axis of rotation, to support the extended end of the fabric.

3. MRB agrees to record this Agreement with the USPTO assignment division and pay all the costs associated with these filings for the trademark registrations and pending application identified in paragraphs 1 and 2 above on the effective date of this Agreement. Notice provided to the parties pursuant to paragraph 7(e) below.

4. MRB agrees to pay SPC the amount of \$2,500.00.

5. The Braun Parties, their successors, heirs or assignees or any related individuals or entities and their successors, heirs or assignees agree not to sue and/or proceed against SPC and/or its past, current or future distributors or potential buyers for Trademark Infringement based on: 1) U.S. Trademark Registrations 3185017, 3383609; 2) any registration resulting from pending Trademark application No. 77/605,211; and/or 3) any other Federal Trademark registration that they or any of their successors or assigns may register containing the word "rollup," "roll-up", or "roll up", or relating to a ROLLUP pending or registered trademark.

6. The Braun Parties agree to incorporate the exclusionary language identified in paragraphs 1 and 2 above (in bold) in the identification of goods set forth in any future trademark applications filed with the United States Patent and Trademark Office that contains the word "rollup," "roll-up", or "roll up" in connection with awnings, canopies or any similar or related products.

7. MISCELLANEOUS:

a. This Agreement and all of the terms and agreements herein shall be binding upon and inure to the benefit of all of the parties hereto as well as their successors, assigns, and heirs. SPC, its successors and assigns, shall be entitled to damages, including costs and reasonable attorneys' fees, resulting from any breach by the Braun Parties or any of them of the terms of this Agreement. The obligations of the Braun Parties hereunder shall remain in full force and effect without regard to, and shall not be released or discharged or in any way affected by the institution of any bankruptcy, insolvency, reorganization, debt arrangement, readjustment, composition, receivership or liquidation proceedings by or against any of the Braun Parties or any other person or entity. The liability of each of the three signatories hereto referred to as the Braun Parties shall be joint and several and each of the three signatories agree to cause MRB to perform all obligations of this Agreement, and they shall be liable to SPC for any failure of MRB to perform such obligations.

b. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be one and the same instrument.

c. Except to the extent that it must be governed by Federal law relating to trademarks, this Agreement shall be construed in accordance with and governed by the laws and decisions of the State of Illinois, and should any arbitration or court proceedings be

necessary to enforce the provisions hereof or settle any dispute hereunder, such arbitrations or court proceedings shall be held within Cook County in the State of Illinois. The parties consent to the jurisdiction and venue of any court of competent jurisdiction located in Cook County, Illinois, for the resolution of disputes hereunder.

d. In any action, suit or proceeding arising out of this agreement, the prevailing party shall be entitled to recover in addition to any remedy or relief authorized by law or equity, its reasonable attorneys fees, and costs and expenses.

e. Any notices permitted or required hereunder shall be delivered by electronic mail (if identified below) and confirmation copy by personal delivery or by certified mail (in which case deemed delivered three (3) business days after mailing) to the following addresses:

Shademaker Products, Corporation
c/o Sidney Levin, President
P.O. Box 5271
Buffalo Grove, Illinois 60089

Murray R. Braun
1688 Church Street
Holbrook, New York 11741

copy to:

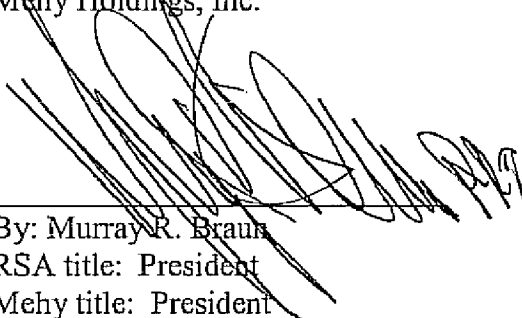
Michele S. Kurlander
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Chicago, Illinois 60601
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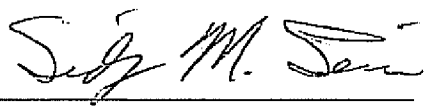
John G. Tutunjian
Keusey, Tutunjian & Bitetto, P.C.
20 Crossways Park North, Suite 210
Woodbury, New York 11797
John@ktb-iplaw.com

The parties hereby agree that this Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, negotiations, and discussions between the parties, whether written or oral.

Murray R. Braun,
Rollup Shutters and Awnings, Inc., and
Meby Holdings, Inc.

Shademaker Products Corporation


By: Murray R. Braun
RSA title: President
Meby title: President


By: Sidney Levin
Title: President