

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
Thompson Mahogany Company		10/14/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ETFH Acquisition Corporation		
Street Address:	4950 Westgrove Drive		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2660072	ONE DECK AT A TIME	
Registration Number:	2473172	ONE DECK AT A TIME	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-758-1105		
Email:	sbrown@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	WAL120/71000		
NAME OF SUBMITTER:	W. Scott Brown		

CH \$65.00 2660072

900146705

**TRADEMARK
 REEL: 004089 FRAME: 0291**

Signature:	/wsb/
Date:	11/02/2009
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”) is made effective as of the 14th day of October, 2009 (the “**Effective Date**”) by and between Thompson Mahogany Company, a Delaware corporation, having its principal place of business at 7400 Edmund Street, Philadelphia, PA 19136 (“**Assignor**”), and ETFH Acquisition Corporation, a Delaware corporation, with its principal place of business at 4950 Westgrove Drive, Suite 100, Dallas, Texas 75248 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of all trademarks used in connection with its business, including without limitation, the trademark and trade name described in Exhibit A, attached hereto and incorporated by reference herein, and any trade dress associated therewith (the “**Marks**”), together with the goodwill of the businesses with respect to which the Marks are associated and/or used;

WHEREAS, in connection with that certain Purchase Agreement of even date, for the purchase of substantially all assets of Assignor, by and among Assignor, Assignee and the stockholders of Assignor (the “**Purchase Agreement**”), Assignor has agreed to assign, transfer, convey, deliver, and contribute and Assignee has agreed to acquire all of Assignors worldwide rights, titles, and interests in and to the Marks;

NOW, THEREFORE, in consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENTS.** Assignor hereby assigns, transfers, conveys, delivers, and contributes unto Assignee all of Assignor’s worldwide rights, titles, and interests in and to the Marks, including all common law rights, together with (1) the goodwill of all businesses with respect to which the Marks have been or are associated or used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. **USE OF MARKS.** Assignor shall discontinue all use of the Marks on or before the Effective Date, and shall not thereafter use the Marks or any mark or name confusingly similar thereto. Assignor agrees it will not, in any jurisdiction, challenge, oppose, apply to register or maintain any application for registration, or seek to cancel the use or registration, of the Marks or any mark or name similar thereto.

3. **WARRANTIES.** Assignor represents and warrants that it is the owner of the Marks and that it has authority and right to enter into this Assignment Agreement. Assignor represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, security interests, obligations related to the Marks. Assignor represents and

warrants that there are no agreements, either written, oral or implied, related to the Marks, which are inconsistent with this Assignment Agreement. Assignor represents and warrants that (i) there is no pending or threatened litigation related to the Marks, and (ii) no licenses or other rights in the Marks have been granted.

4. FURTHER ACTIONS. From time to time, if, as and when requested by Assignee, or by its successors or assigns, Assignor, or its successor or assigns, shall execute and deliver or cause to be executed and delivered all such instruments, authorizations, and other documents, and shall take or cause to be taken all such further or other actions, as the Assignee or its successors and assigns may deem necessary or appropriate in order to vest in and confirm unto Assignee all worldwide rights, titles, and interests in and to the Marks and other items referenced in Section 1 of this Assignment Agreement and otherwise to carry out the intent and purposes of this Assignment Agreement.

5. GOVERNING LAW. This Assignment Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws principle.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be effective as of the Effective Date.

[Remainder of page is intentionally left blank]

EXECUTED THIS 14th day of October, 2009.

THOMPSON MAHOGANY COMPANY,
A Delaware corporation

By: Donald A. Thompson

Printed Name: Donald A. Thompson

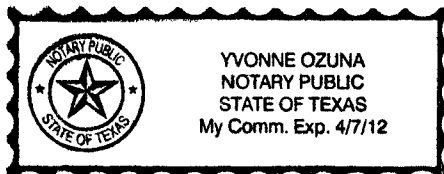
Title: President

STATE OF

COUNTY OF

On this 14th day of October, 2009 before me, a notary public in and for said county, appeared Donald A. Thompson, who is personally known to me to be the President of Thompson Mahogany Company who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Thompson Mahogany Company.

GIVEN UNDER MY HAND and seal of office this 14th day of October, 2009.



Notary Public in and for
the State of TEXAS

My commission expires:

7/7/12
Yvonne Ozuna

EXHIBIT A
TRADEMARKS

Mark	Registration Number (Application Number)	Date of Registration
One Deck at a Time	2660072	December 10, 2002
One Deck at a Time	2473172	July 31, 2001

EXHIBIT A