TO:MALLIE SCHNEIDERMAN COMPANY:200 PARK AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

02/04/2010
900153949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ventanas Acquisition Corporation		01/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
~~Composed Of:~~ Citizenship	~~COMPOSED OF~~ USA
Street Address:	119 West 40th Street, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2537059	COLONNADE
Registration Number:	2409290	CONNOISSEUR
Registration Number:	2432236	SOFT DIMENSIONS
Registration Number:	2437550	SOLITUDE
Registration Number:	2414534	RENAISSANCE
Registration Number:	2551075	DEVONWOOD
Registration Number:	2563996	MELBOURNE WINDOW SHADINGS
Registration Number:	2595813	WOVEN TREASURES
Registration Number:	2283106	THE SIENA COLLECTION
Registration Number:	2298468	EXCLUSIVES
Registration Number:	2140680	DOVERWOOD BLINDS
Registration Number:	2202338	NATURAL WOODS
Registration Number:	2078783	DISTINCTIVE WOODS

CH $990.00 2537059

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TO:MALLIE SCHNEIDERMAN COMPANY:200 PARK AVENUE

Registration Number:	2861146	SANIBEL
Registration Number:	2488467	PERSPECTIVE
Registration Number:	2435809	STREAMLINE
Registration Number:	2493197	PARFAIT
Registration Number:	2980202	DESIGNER WOODS
Registration Number:	3295330	VENICE WINDOW SHADINGS
Registration Number:	1905658	PRESTIGE
Registration Number:	3005256	SUNSCREEN ROLLER SHADES
Registration Number:	2830862	TROPICAL ISLE COLLECTION
Registration Number:	2713761	NOCTURNE
Registration Number:	2672736	VOLTERRA
Registration Number:	3217838	INSIGNIA BY PRESTIGE
Registration Number:	3663607	VEROMA
Serial Number:	77285500	REDEFINING STYLE
Serial Number:	77660110	TOSCANA
Registration Number:	2916728	DIPLOMAT WOODS
Registration Number:	3303779	CAPTIVA
Serial Number:	78759052	TOSCANA WINDOW SHADINGS
Serial Number:	78755055	INSIGNIA WINDOW FASHIONS
Serial Number:	78154031	NATURAL WOODS
Serial Number:	77660359	NATURAL WOVEN ESSENTIALS
Serial Number:	77119341	SIENA DRAPERY SHEERS
Serial Number:	76062428	RICHLAND SHUTTERS
Serial Number:	75520779	SHUTTER CRAFT
Serial Number:	75520066	FLORENTINE
Serial Number:	77660146	FLORENTINE

CORRESPONDENCE DATA

Fax Number: (973)295-1249

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-360-2349

Email: schneidermanm@gtlaw.com

Correspondent Name: Mallie Schneiderman

Address Line 1: 200 Park Avenue

Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	050255.021700

TO:MALLIE SCHNEIDERMAN COMPANY:200 PARK AVENUE

NAME OF SUBMITTER:	Mallie Schneiderman
Signature:	/Mallie Schneiderman/
Date:	02/04/2010

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of January 22, 2010, is made by and between Ventanas Acquisition Corporation, a Delaware corporation, having an address as set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having an address as set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to the following, but in any event excluding all Excluded Property: (i) trademarks, service marks, collective membership marks, registrations and applications (other than intent-to-use applications to the extent the recording of a security interest therein is deemed to extinguish or materially impair Company's interest therein) for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to

assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's business. If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Debtor's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Reserved.**

(d) **Title.** Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent required by the Credit Agreement.

(h) **Wells Fargo's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), Wells Fargo may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of Debtor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the contract rate for Line of Credit Advances and, after demand therefor, at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Wells Fargo, during a Default Period, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the Payment in Full of the Indebtedness.

4. Debtor's Use of the Trademarks. Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to

observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Debtor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the applicable law of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance on, among other things, Section 5-1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law. If any provision or application of this Agreement is held unlawful or unenforceable in

any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

VENTANAS ACQUISITION CORPORATION
360 North Crescent Drive, South Bldg.
Beverly Hills, California 90210
Fax: _____
Attention: _____
e-mail: _____
Federal Employer Identification No.
_____
Organizational Identification No. 4773940

VENTANAS ACQUISITION CORPORATION

By: _____
Name: Mary Ann Bigler
Title: Vice President

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, New York 10018
Fax: (646) 728-3279
Attention: Relationship Manager for Ventanas Acquisition Corporation
e-mail: richard.mahtani@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Richard Mahtani
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

VENTANAS ACQUISITION CORPORATION
350 North Crescent Drive, South Bldg.
Beverly Hills, California 90210
Fax: _____
Attention: _____
e-mail: _____
Federal Employer Identification No.
_____
Organizational Identification No. 4773940

VENTANAS ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, New York 10018
Fax: (646) 728-3279
Attention: Relationship Manager for Ventanas Acquisition Corporation
e-mail: richard.mahtani@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Richard Mahtani
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 21st day of January, 2010, by Richard Mahiani, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

ROBIN MCEWEN
Notary Public - State of New York
NO. 01MC6164374
Qualified in Kings County
My Commission Expires 2011

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Reg. No.	Reg. or Abandonment Date	Status
COLONNADE	2,537,059	11/8/2008	Inactive
CONNOSSEUR	2,409,290	11/28/2000	Inactive
SOFT DIMENSIONS	2,432,236	12/1/2007	Inactive
SOLITUDE	2,437,550	12/22/2007	Inactive
RENAISSANCE	2,414,534	12/19/2000	Registered
DEVONWOOD	2,551,075	3/19/2002	Registered
MELBOURNE WINDOW SHADINGS	2,663,996	7/25/2009	Inactive
WOVEN TREASURES	2,595,813	4/18/2009	Inactive
THE SIENA COLLECTION	2,283,106	7/15/2006	Inactive
EXCLUSIVES	2,298,468	9/9/2006	Inactive
DOVERWOOD BLINDS	2,140,680	3/3/1998	Registered
NATURAL WOODS	2,202,338	6/6/2009	Inactive
DISTINCTIVE WOODS	2,078,783	4/19/2008	Inactive
SANIBEL	2,861,146	7/6/2004	Registered
PERSPECTIVE	2,488,467	6/13/2008	Inactive
STREAMLINE	2,435,809	3/13/2001	Registered

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TO:MALLIE SCHNEIDERMAN COMPANY:200 PARK AVENUE

Trademark	Reg. No.	Reg. or Abandonment Date	Status
PARFAIT	2,493,197	6/27/2008	Inactive
DESIGNER WOODS	2,980,202	7/26/2005	Registered
VENICE WINDOW SHADINGS	3,295,330	9/18/2007	Registered
PRESTIGE	1,905,658	7/18/1995	Registered
SUNSCREEN ROLLER SHADES	3,005,256	10/4/2005	Registered
TROPICAL ISLE COLLECTION	2,830,862	4/6/2004	Registered
NOCTURNE	2,713,761	12/12/2009	Inactive
VOLTERRA	2,672,736	8/15/2009	Inactive
INSIGNIA BY PRESTIGE	3,217,838	3/13/2007	Registered
VEROMA	3,663,607	8/4/2009	Registered
REDEFINING STYLE		7/6/2009	Inactive
TOSCANA		10/19/2009	Inactive
DIPLOMAT WOODS	2,916,728	1/4/2005	Registered
CAPTIVA	3,303,779	10/2/2007	Registered
TOSCANA WINDOW SHADINGS		2/11/2008	Inactive
INSIGNIA WINDOW FASHIONS		12/28/2007	Inactive
NATURAL WOODS		3/6/2004	Inactive
NATURAL WOVEN ESSENTIALS		10/19/2009	Inactive
SIENA DRAPERY SHEERS		12/17/2007	Inactive

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TO:MALLIE SCHNEIDERMAN COMPANY:200 PARK AVENUE

Trademark	Reg. No.	Reg. or Abandonment Date	Status
RICHLAND SHUTTERS		6/5/2001	Inactive
SHUTTER CRAFT		8/26/1999	Inactive
FLORENTINE		5/16/2000	Inactive

APPLICATIONS

Trademark	App. No.	App. Date	Status
FLORENTINE	77660146	1/30/2009	Pending