

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
Eurodesign Cabinets, LP	FORMERLY BEP/Eurodesign Acquisition, LP	02/25/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Industries, Inc.		
Doing Business As:	DBA Royal Cabinets		
Street Address:	1260 East Grand Avenue		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91766		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2733140	CRAFTERS OF CABINETS, INTERPRETERS OF DREAMS	
Registration Number:	2603136	CUSTOM CABINET SOLUTIONS FOR THE BUILDING INDUSTRY	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 541-6100		
Email:	sbarricella@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com		
Correspondent Name:	Susan J. Barricella		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	020687.0001		

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NAME OF SUBMITTER:	Susan J. Barricella
Signature:	/Susan J. Barricella/
Date:	03/01/2010
Total Attachments: 4 source=Eurodesign Cabinets, LP & Royal Cabinets IP Assignment#page1.tif source=Eurodesign Cabinets, LP & Royal Cabinets IP Assignment#page2.tif source=Eurodesign Cabinets, LP & Royal Cabinets IP Assignment#page3.tif source=Eurodesign Cabinets, LP & Royal Cabinets IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered as of the date last written below (the "Effective Date"), by and between Eurodesign Cabinets, LP ("Assignor"), a Delaware limited partnership having an address at 13428 Benson Avenue, Chino, CA 91710, and Royal Industries, Inc., dba Royal Cabinets ("Assignee"), a Delaware corporation having its principal place of business at 1260 East Grand Avenue, Pomona, CA 91766.

WHEREAS, Assignor has filed and obtained U.S. Trademark Registration Nos. 2,733,140 and 2,603,136 (the "Trademark Registrations") of the marks CRAFTERS OF CABINETS, INTERPRETERS OF DREAMS and CUSTOM CABINET SOLUTIONS FOR THE BUILDING INDUSTRY, respectively (the "Trademarks");

WHEREAS, Assignor has filed and obtained the domain name eurodesigncabinets.com (the "Domain Name") which is registered with Network Solutions, LLC (the "Registrar");

WHEREAS, The parties have entered into that certain Agreement for Sale of Assets (the "Asset Agreement") as of Effective Date; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademarks and Domain Name, together with their corresponding registrations, and any goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademarks and Domain Name, any registrations associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademarks or Domain Name pertain, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the

Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks or Domain Name with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may reasonably deem necessary or desirable for securing or maintaining the Trademarks, Domain Name, or any applications therefor or registrations thereof, or the goodwill associated therewith, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment or other required documents with the appropriate intellectual property authorities shall be paid by Assignee.

3. Pursuant to Section 1.1 of the Asset Agreement, Assignor hereby covenants that the Trademarks and Domain Name are free and clear from all liens, claims, encumbrances and rights of third parties that would conflict with this Assignment.

4. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks, Domain Name Registrar and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademark Registrations and Domain Name.

5. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

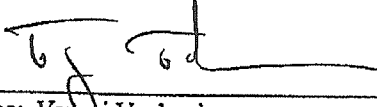
6. This Agreement and the Asset Agreement constitute the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

7. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

ASSIGNOR
Eurodesign Cabinets, LP

Dated: 2-25-2010

By: 
Name: Varsj Voskanian
Title: Executive Vice President

ASSIGNEE
Royal Industries, Inc., dba Royal Cabinets

Dated: _____

By: _____
Name: Clay R. Smith
Title: President and Chief Executive Officer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

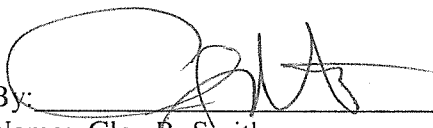
ASSIGNOR
Eurodesign Cabinets, LP

Dated: _____

By: _____
Name: Varooj Voskanian
Title: Executive Vice President

ASSIGNEE
Royal Industries, Inc., dba Royal Cabinets

Dated: Feb 25, 2010

By:  _____
Name: Clay R. Smith
Title: President and Chief Executive Officer