

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
ArborCraft, LLC	FORMERLY American Wood, LLC	02/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	QEP - Tennessee, Inc.
Street Address:	1001 Broken Sound Parkway NW
Internal Address:	Suite A
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2416394	ALUMIDE
Registration Number:	3698241	BONDWOOD
Registration Number:	1991237	CAPITAL
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT
Registration Number:	1700570	MOJAVE WHEAT
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT

OP \$490.00 1703307

Registration Number:	2503829	VANGUARD
Registration Number:	0838196	WEBBAC
Registration Number:	3584283	ARBOR FLOORCRAFT
Serial Number:	77339102	FLOORCRAFT BY ARBORCRAFT
Serial Number:	77319940	ARBORCRAFT
Serial Number:	77929007	GENESIS

CORRESPONDENCE DATA

Fax Number: (305)679-6327
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 305.349.2259
Email: danielle.price@hkllaw.com
Correspondent Name: Danielle Price
Address Line 1: 701 Brickell Avenue
Address Line 2: Suite 3000
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	048914.00038
NAME OF SUBMITTER:	Danielle Price
Signature:	/danielle price/
Date:	04/07/2010

Total Attachments: 8
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**ASSIGNMENT OF
SERVICEMARKS AND TRADEMARKS**

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is dated as of February 12, 2010 by and between QEP - Tennessee, Inc., a Florida corporation (the "Assignee"), and ArborCraft, LLC (f/k/a American Wood, LLC), a Delaware limited liability company (the "Assignor").

W I T N E S S E T H:

WHEREAS, the Assignor, the Assignee, and certain other parties named therein have executed and delivered an Asset Purchase Agreement dated as of January 26, 2010 (the "Purchase Agreement") pursuant to which, among other things, the Assignee has agreed to purchase from the Assignor substantially all of the assets of the Assignor relating to the Business (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all the Assignor's registered and unregistered trademarks, servicemarks, trade dress, logos, trade names, corporate names, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations, and renewals in connection therewith that are related to the Business and that are listed in Exhibit A hereto (collectively, the "Marks"), be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of the Marks.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's Marks that are listed on Exhibit "A" hereto, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this Agreement with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made. Subject to the representations made by the Assignor and the Member in Article V of the Purchase Agreement, trademarks of common law are assigned "as is" without any warranty whatsoever.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly

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transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Section 1.2(a), the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as provided in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices to the Assignor and the Assignee shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.4 Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to any principles of conflicts of laws that would require the application of any other law.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, TW, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

ARBORCRAFT, LLC,
a Delaware limited liability company

By: _____
Name: Perry Gillies
Title: Manager

ASSIGNEE:

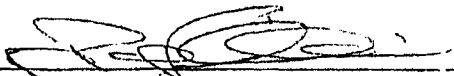
QEP - TENNESSEE, INC.,
a Florida corporation

By: _____
Name: Lewis Gould
Title: President

IN WITNESS WHEREOF, TW, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

ARBORCRAFT, LLC,
a Delaware limited liability company

By: 
Name: Perry Gillies
Title: Manager

ASSIGNEE:

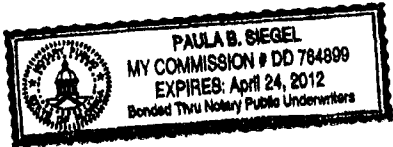
QEP - TENNESSEE, INC.,
a Florida corporation

By: _____
Name: Lewis Gould
Title: President

ACKNOWLEDGMENTS

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

On this 10th day of February, 2010, personally appeared Lewis Gould, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as President of QEP - Tennessee, Inc., is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as President of QEP - Tennessee, Inc., and the free act and deed of said corporation, before me, the undersigned officer.



Paula B. Siegel
Commissioner of the Superior Court
Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of February, 2010, personally appeared Perry Gillies, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as Manager of ArborCraft, LLC, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as Manager of ArborCraft, LLC, and the free act and deed of said corporation, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of February, 2010, personally appeared Lewis Gould, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as President of QEP - Tennessee, Inc., is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as President of QEP - Tennessee, Inc., and the free act and deed of said corporation, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

STATE OF Connecticut)
) SS: Ridgefield
COUNTY OF Fairfield)

On this 9th day of February, 2010, personally appeared Perry Gillies, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as Manager of ArborCraft, LLC, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as Manager of ArborCraft, LLC, and the free act and deed of said corporation, before me, the undersigned officer.

[Signature]

Commissioner of the Superior Court
Notary Public

11-50-2010

Exhibit A

Trademark and service mark registrations and applications:

	Application No	Registration No	Reg. Date
Registrations in the US:			
- Acadia Natural	74/206,141	1,703,307	July 28, 1992
- Adirondack Honey	74/205,826	1,701,800	July 21, 1992
- Alumide	75/631,888	2,416,394	Dec 26, 2000
- Bondwood	77/691,783	3,698,241	Oct 20, 2009
- Capital	74/711,060	1,991,237	Aug 6, 1996
- Crossroads	78/185,219	2,838,517	May 4, 2004
- Eversett (adhesive)	73/531,640	1,362,791	Oct 1, 1985
- Harris& Design	71/693322	0651923	Sep 24, 1957
- Harris & Design	71/318,358	290,424	Jan 5, 1932
- Kingsport	74/711,061	2,022,678	Dec 10, 1996
- Mojave Wheat	74/205,819	1,700,570	July 14, 1992
- Quikloc	78/607551	3079417	Apr 11, 2006
- TapTight	78/112,936	2,796,090	Dec 16, 2003
- Vanguard	76/106,470	2,503,829	Nov 6, 2001
- Webbac	72/239,995	838,196	Nov 7, 1967
- Arbor FloorCraft	77/339,086	3,584,283	Mar 3, 2009

Applications in the US:

- Genesis	77/929,007		<i>pending</i>
- FloorCraft by ArborCraft	77/339,102		pending
- ArborCraft	77/319,940		pending

Registrations in Canada:

- Avenues	1127285	TMA584,801	July 8, 2003
- Coach House Hickory	1114341	580457	May 1, 2003
- Crossroads	1134364	TMA589,701	Sep 12, 2003
- Passport: Australia	1110253	580524	May 2, 2003
- TapTight	1129995	TMA589,920	Sep 16, 2003
- Genesis	1334060	TMA738,054	May 4, 2009

Applications in Canada:

- T-Lock	1284063		pending
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Material unregistered trademarks and service marks: (TM of Common Law)

- Artisan's	US-CA
- Basics	US
- ClicLoc	US
- Essentials	US-CA
- Foundations	US
- Grand Vistas Collection	US
- Ovations	US-CA
- Signature	US-CA
- Mission	US
- Passages	US
- Journey	US

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- Amherst	US
- Wiltshire	US
- Cornerstone	US
- Expeditions	US
- Passport (no Australia connection)	US
- Northwoods	US
- Craftique Textures	US
- Craftique Tejas	US
- Cascades hand-Scraped	US
- Cascades reserve	US
- Hamptons ColorCraft	US
- Beacon Hill	US
- Mesa Verde	US
- Trailhouse Hickory	US
- Distinctions	US
- Traditions	US
- Traditions Springloc	US
- Springloc	US
- Rocky Mountain Hand-Scraped	US
- Amherst Ultraloc	US/CA
- Painted Desert	US/CA
- Boston Bay	US/CA
- Plantation Hand-Scraped	US/CA

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