

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
Croscill Home LLC		FORMERLY Croscill Acquisition, LLC	08/01/2010
		LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY DATA			
Name:		Zohar III, Limited	
Street Address:		32 Avenue of the Americas, 17th Floor	
Internal Address:		c/o Patriarch Partners XV, LLC	
City:		New York	
State/Country:		NEW YORK	
Postal Code:		10013	
Entity Type:		Corporation- Cayman Islands:	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Serial Number:		77879534	CROSCILL WHITE LABEL
CORRESPONDENCE DATA			
Fax Number:		(404)581-8330	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:		clkiedrowski@jonesday.com	
Correspondent Name:		Carrie L. Kiedrowski	
Address Line 1:		1420 Peachtree St., N.E.	
Address Line 4:		Atlanta, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:		223194-605006	
NAME OF SUBMITTER:		Carrie L. Kiedrowski	
Signature:		/Carrie L. Kiedrowski/	
Date:		08/20/2010	

CH \$40.00 77879534

900169851

TRADEMARK
 REEL: 004264 FRAME: 0347

Total Attachments: 5

source=Croscill Junior IP Agreement#page1.tif

source=Croscill Junior IP Agreement#page2.tif

source=Croscill Junior IP Agreement#page3.tif

source=Croscill Junior IP Agreement#page4.tif

source=Croscill Junior IP Agreement#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated August 1, 2010, is made by Croscill Home LLC (formerly known as Croscill Acquisition, LLC), a Delaware limited liability company (the "Grantor") in favor of Zohar III, Limited (the "Secured Party").

WHEREAS, the Secured Party owns Series A Preferred Interests (as defined in the LLC Agreement) in Grantor, which interests are entitled to receive preferred payments and to be redeemed by the Grantor as more fully set forth in and subject to the terms, provisions and conditions of the Limited Liability Company Agreement of Grantor (as amended from time to time, the "LLC Agreement").

WHEREAS, to provide security for the prompt and timely payment of the Series A Preferred Return payment obligation as and when the same may be due and payable pursuant to the terms, provisions and conditions of the LLC Agreement (collectively, the "Secured Obligations"), Grantor granted a second priority security interest in and lien upon substantially all of its assets to the Secured Party pursuant to that certain Security Agreement, dated as of November 7, 2008 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of Secured Party.

WHEREAS, under the terms of the Security Agreement, Grantor granted a security interest in certain intellectual property of Grantor to the Secured Party, and executed that certain Intellectual Property Security Agreement (Patents & Trademarks) recorded with the U.S. Patent and Trademark Office on November 26, 2008, under Reel 003898, Frame 0078.

WHEREAS, the Grantor has acquired additional patents and trademarks and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

(c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");

(d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Secured Party and Grantor hereby (a) agrees that any Action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Security Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Secured Party and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

CROSCILL HOME LLC


By: 
Barry Leonard
President and Chief Executive Officer

Exhibit A: Trademarks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Class Type</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
CROSCILL WHITE LABEL	United States	Goods	77/879.534	11/24/2009		

Exhibit B: Patents

<u>Country Name</u>	<u>Status</u>	<u>Title</u>	<u>Serial #</u>	<u>Filed Date</u>
UNITED STATES	PENDING	Panels Of Fabric And Associated Assemblies For A Window Treatment	12/360,517	1/27/2009
UNITED STATES	PENDING	Panels Of Fabric And Associated Assemblies For A Window Treatment	12/784,099	5/20/2010