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
Ellery Homestyles Holding Corporation		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ellery Holdings LLC
Street Address:	295 5th Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85045179	COMFORTTECH
Serial Number:	85109134	CURTAINFRESH
Serial Number:	85109323	CURTAINFRESH
Registration Number:	3146942	ECLIPSE
Registration Number:	3551012	THERMABACK
Registration Number:	3640763	THERMALAYER
Registration Number:	3620238	THERMALINER
Registration Number:	3551011	THERMAWEAVE
Registration Number:	3804036	A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS
Registration Number:	3755643	ABSOLUTE ZERO
Serial Number:	85024061	AT EASE
Registration Number:	3804035	GIVE THEM A BETTER NIGHT'S SLEEP!
Serial Number:	77601559	GREAT SLEEP - DAY OR NIGHT

OP $640.00 85045179

Registration Number:	3160777	HEADS UP
Serial Number:	77634565	OFF CAMPUS
Serial Number:	85099709	PARASOL
Serial Number:	85106879	PARASOL
Serial Number:	77822846	PEACEFUL SLEEP FOR BABY
Serial Number:	77685133	SOLAR SHEER
Serial Number:	85125977	SOLAR SHEER
Serial Number:	77685142	SOLAR SHEERS
Serial Number:	85126006	SOLAR SHEERS
Serial Number:	85126692	SUNDOWN
Serial Number:	85099036	THE GREAT OUTDOORS
Registration Number:	2870496	THE GREAT OUTDOORS

CORRESPONDENCE DATA

Fax Number: (412)281-0717

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

Phone: 412-454-5000

Email: docketingpgh@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: BNY Mellon Center, 50th Floor

Address Line 2: 500 Grant Street

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	113916.18
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45111
Signature:	/James M. Singer/
Date:	12/30/2010

Total Attachments: 5

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CONTRIBUTION AGREEMENT

THIS AGREEMENT (this "Agreement") is dated as of December 23, 2010 by and between Ellery Homestyles Holding Corporation, a Delaware corporation ("Ellery Corp"), and Ellery Holdings LLC, a Delaware limited liability company ("Ellery LLC").

WITNESSETH:

WHEREAS, Ellery Corp has entered into that certain Asset Acquisition Agreement dated as of December 23, 2010, by and among Ellery Corp, Ellery Homestyles, LLC, a New York limited Liability company ("Ellery"), and EHS Far East Limited, a Hong Kong corporation ("EHS" and together with Ellery, the "Sellers"), pursuant to which, among other things, Ellery Corp will purchase substantially all of the assets of the Sellers, together with all the goodwill associated therewith, and assume ordinary trade and other ordinary course liabilities of Sellers, in exchange for cash and 50,000 shares of Class A Voting Common Stock of Ellery Corp (the "Asset Acquisition Agreement");

WHEREAS, upon the consummation of the transactions contemplated under the Asset Acquisition Agreement, Ellery Corp desires to contribute to the capital of Ellery LLC all of the Transferred Assets (as such term is defined in the Asset Acquisition Agreement) and Ellery LLC desires to assume all of the Assumed Liabilities (as such term is defined in the Asset Acquisition Agreement); and

NOW, THEREFORE, in consideration of the premises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Contribution of Assets. Ellery Corp hereby sells, assigns, transfers and delivers to Ellery LLC the Transferred Assets, including the intellectual property listed on Exhibit A hereto, as a contribution to the capital of Ellery LLC and Ellery LLC hereby assumes all of the Assumed Liabilities. Upon request of a party, each other party shall execute and deliver all documents and instruments from time to time necessary or desirable to evidence the transfer of the Transferred Assets and assumption of the Assumed Liabilities hereunder.

2. Assignment. This Agreement is not assignable by either party without the written consent of the other.

3. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their permitted successors and assigns.

4. Governing Law. This Agreement shall be governed by the laws of the State of New York.

5. Further Assurances. Each party agrees to execute such other documents and take such other actions as may be necessary to carry out the intention of the parties with respect to the subject matter hereof.

Complete Agreement. This Agreement represents the complete agreement of the parties and supersedes all prior agreements, understandings and discussions of the parties.

TRADEMARK
REEL: 004444 FRAME: 0983

IN WITNESS WHEREOF, the parties have caused this Contribution Agreement to be executed on the date first above written.

ELLERY HOMESTYLES HOLDING CORPORATION

By: _____
Name: Troy D. Templeton
Title: Chairman of the Board

ELLERY HOLDINGS LLC

By: _____
Name: Troy D. Templeton
Title: Chairman of the Board

[Signature Page to Contribution Agreement]

EXHIBIT A

INTELLECTUAL PROPERTY

Owned Intellectual Property:
Trademarks

Country	Status	Title	Reg./App. No.	Issue Date
US	Published	COMFORTTECH	85/045179	--
US	Pending	CURTAINFRESH	85/109134	--
US	Pending	CURTAINFRESH (stylized)	85/109323	--
US	Registered	ECLIPSE	3,146,942	9-19-06
US	Registered	THERMABACK	3,551,012	12-23-08
US	Registered	THERMALAYER	3,640,763	6-16-09
US	Registered	THERMALINER	3,620,238	5-12-09
US	Registered	THERMAWEAVE	3,551,011	12-23-08
US	Registered	A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	6-15-2010
US	Registered	ABSOLUTE ZERO	3755643	03-02-2010
US	Pending	AT EASE	85/024061	--
US	Registered	GIVE THEM A BETTER NIGHT'S SLEEP!	3804035	06-15-2010
US	Pending	GREAT SLEEP – DAY OR NIGHT	77/601,559	--
US	Registered	HEADS UP	3,160,777	10-17-06
US	Pending	OFF CAMPUS	77/634,565	--
US	Pending	PARASOL	85/099709	--
US	Pending	PARASOL (stylized)	85/106879	--
US	Published	PEACEFUL SLEEP FOR BABY	77/822846	--
US	Abandoned	SOLAR SHEER	77/685,133	--
US	Pending	SOLAR SHEER	85/125977	--
US	Abandoned	SOLAR SHEERS	77/685,142	--
US	Pending	SOLAR SHEERS	85/126006	--
US	Pending	SUNDOWN	85/126692	--
Hong Kong	Registered	ABSOLUTE ZERO	301257345	12-15-08
Taiwan	Registered	ECLIPSE	01358293	4-16-09
Canada	Pending	ABSOLUTE ZERO	1417723	--
Canada	Pending	ECLIPSE	1426051	--
China	Pending	ECLIPSE	6884568	--
European Community	Pending	ABSOLUTE ZERO	007471311	--
Hong Kong	Registered	ECLIPSE	301134693	01-29-09
Japan	Registered	ABSOLUTE ZERO	5281749	11-20-09

Mexico	Pending	ABSOLUTE ZERO	NA	--
Mexico	Registered	ECLIPSE (and Design)	1090887	03-20-09
Taiwan	Registered	ABSOLUTE ZERO	01383981	11/01/09
China	Pending	ABSOLUTE ZERO	726048	--
Korea	Pending	ABSOLUTE ZERO	4020090021934	--
Japan	Registered	ECLIPSE (color and device)	5323997	05-21-10
US	Pending	THE GREAT OUTDOORS	85/099,036	--
US	Registered	THE GREAT OUTDOORS	2,870,496	8-3-04

Patent

Country	Status	Title	Reg./App. No	Filing Date
US	Abandoned	Fabric Panel Adaptable Drape, as Curtain, Shade and Valance	11/177,109	7-8-05

Unregistered Marks:

Country	Title
China	ABSOLUTE ZERO
Republic of Korea	ABSOLUTE ZERO
Japan	ECLIPSE

Domain Names

ELLERYHOMESTYLES.COM

Eclipsecurtains.com

Eclipsecurtain.com

Absolutezerocurtains.com

Absolutezerocurtain.com

SoundAsleepUSA.com

Solarsheercurtains.com

Solarsheercurtain.com

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Solarsheers.com

Homestylesllc.com

Copyrights

Country	Status	Title	Reg./App. No.	Issue Date
USA	Active	Companion Pillow	VAu000644269	3-15-2005
USA	Active	Savannah	VAu000644269	5-25-2005
USA	Active	Lace Design no.1 7 2 other titles	V3536D409	3-21-2006

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