

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
Jerdon Products, LLC		12/31/2010	LIMITED LIABILITY COMPANY: ILLINOIS
Focus Products Group, LLC		12/31/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Jerdon Style, LLC
Street Address:	c/o Hall Capital Partners II, LP
Internal Address:	9225 Lake Hefner Parkway, Suite 200
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73120
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2786592	ECLIPSE
Registration Number:	1332643	FIRST CLASS
Registration Number:	1984566	FIRST CLASS
Registration Number:	2383768	FIRST CLASS
Registration Number:	2356174	FIRST CLASS
Registration Number:	2104071	HALO LIGHT
Registration Number:	1541255	JERDON
Registration Number:	2383767	JERDON
Registration Number:	2441360	JERDON
Registration Number:	2444827	JERDON
Registration Number:	2475836	MIRROR GO LIGHTLY

CH \$365.00 2786592

Registration Number:	2481019	WARMRAILS
Registration Number:	2945079	WESTMINSTER
Registration Number:	2985137	WONDERBAR

CORRESPONDENCE DATA

Fax Number: (405)235-0439
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (405) 235-9621
Email: michael.labrie@mcafeetaft.com, richard.miller@mcafeetaft.com,
joyce.stribling@mcafeetaft.com
Correspondent Name: Michael J. LaBrie
Address Line 1: 211 North Robinson
Address Line 2: Tenth Floor - Two Leadership Square
Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER:	02684.3
NAME OF SUBMITTER:	Michael J. LaBrie
Signature:	/Michael J. LaBrie/
Date:	01/18/2011

Total Attachments: 4
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**JERDON INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

This Jerdon Intellectual Property Assignment Agreement (this "Assignment") is entered into and effective this 31st day of December, 2010, by and among JERDON PRODUCTS, LLC, an Illinois limited liability company, and FOCUS PRODUCTS GROUP, LLC, an Illinois limited liability company (collectively "Assignors"), and JERDON STYLE, LLC, a Texas limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated effective December 31, 2010 (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to transfer to Assignee all of Assignors' right, title and interest in and to the Jerdon Intellectual Property and the goodwill accrued in connection and associated therewith, including but not limited to the intellectual property listed in Schedule B1.

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Jerdon Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

2. Assignment. Assignors do hereby assign, transfer, convey and set over unto Assignee their full right, title and interest, including common law rights, in, to and under the Jerdon Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce the Jerdon Intellectual Property in the sole name of Assignee, including the right to sue for past infringement if any there may be.

3. Covenant by Assignors. Assignors agree that they will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Jerdon Intellectual Property, including all goodwill accrued in connection and associated therewith.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Illinois (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNORS:

JERDON PRODUCTS, LLC, an Illinois limited liability company

By: David R. Beine
Name: David R. Beine
Title: Vice President & General Counsel

FOCUS PRODUCTS GROUP, LLC, an Illinois limited liability company

By: David R. Beine
Name: David R. Beine
Title: Vice President & General Counsel

ASSIGNEE:

JERDON STYLE, LLC, a Texas limited liability company

By: _____
Name: Bruce Grieve
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNORS:

JERDON PRODUCTS, LLC, an Illinois limited liability company

By: _____

Name: David R. Beine

Title: Vice President & General Counsel

FOCUS PRODUCTS GROUP, LLC, an Illinois limited liability company

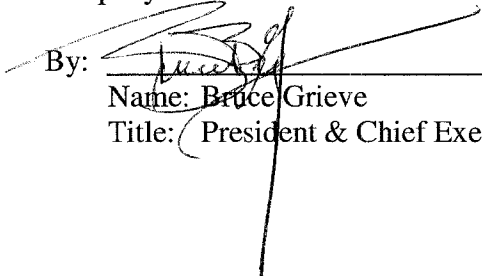
By: _____

Name: David R. Beine

Title: Vice President & General Counsel

ASSIGNEE:

JERDON STYLE, LLC, a Texas limited liability company

By:  _____

Name: Bruce Grieve

Title: President & Chief Executive Officer

Schedule B1

ACTIVE PATENT APPLICATION

Title	Status	Country	App. No.	Filing Date	Patent No.	Issue Date
ADJUSTABLE SHOWER ENCLOSURE ROD ASSEMBLY	Published	US	11/906947	10/3/2007		

ACTIVE TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
ECLIPSE	Registered	US	78/201266	1/8/2003	2786592	11/25/2003
ESP	Registered	Canada	0627356	3/13/1989	TMA386313	7/5/1991
FIRST CLASS	Pending	China	6606183	3/19/2008		
FIRST CLASS	Pending	China	6606184	3/19/2008		
FIRST CLASS	Registered	US	73/459066	12/28/1983	1332643	4/23/1985
FIRST CLASS	Registered	US	74/532454	6/2/1994	1984566	7/2/1996
FIRST CLASS	Registered	US	75/453703	3/20/1998	2383768	9/5/2000
FIRST CLASS	Registered	US	75/544814	8/28/1998	2356174	6/6/2000
FIRST CLASS	Registered	US	75/544815	8/28/1998	2423818	1/23/2001
HALO LIGHT	Registered	US	75/038741	12/29/1995	2104071	10/7/1997
i2i	Registered	Canada	1101967	5/2/2001	626605	11/25/2004
JERDON	Registered	Canada	0641252	9/25/1989	TMA379703	2/8/1991
JERDON	Pending	China	6606084	3/19/2008		
JERDON	Pending	China	6606083	3/19/2008		
JERDON	Registered	US	73/651482	3/26/1987	1541255	5/30/1989
JERDON	Registered	US	75/453699	3/20/1998	2383767	9/5/2000
JERDON	Registered	US	75/544813	8/28/1998	2441360	4/3/2001
JERDON	Registered	US	75/544812	8/28/1998	2444827	4/17/2001
MIRROR LIGHTLY	GO Registered	Canada	0567186	7/31/1986	TMA332457	9/25/1987
MIRROR LIGHTLY	GO Registered	US	76/110005	8/15/2000	2475836	8/7/2001
PETAL BRITES	Registered	Canada	1106263	6/12/2001	TMA614741	7/13/2004
WARMRAILS	Registered	Canada	1027870	9/3/1999	TMA591530	10/3/2003
WARMRAILS	Registered	US	75/803188	9/20/1999	2481019	8/21/2001
WESTMINSTER	Registered	Canada	1187261	8/11/2003	TMA672958	9/19/2006
WESTMINSTER	Registered	US	78/259993	6/9/2003	2945079	4/26/2005
WONDERBAR	Registered	US	78/345102	12/23/2003	2985137	8/16/2005