



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

02/15/2011

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



103617766

2/15/11 RE: 7
To the Director of the U. S. Patent and Trademark Office
...its or the new address(es) below

1. Name of conveying party(ies):
Kiva Kitchen & Bath, Inc., a Delaware corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Kiva Kitchen & Bath Holdings, LLC
Internal Address: _____
Street Address: 7071 Southwest Freeway
City: Houston
State: TX
Country: USA Zip: 77074

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship _____

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 3, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s) N/A
B Trademark Registration No.(s) 3,432,864

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

Kiva Kitchen & Bath®

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Porter Hedges LLP c/o Brian Rose
Internal Address: 36th Floor
Street Address: 1000 Main Street
City: Houston
State: TX Zip: 77002
Phone Number: (713) 226-6000
Fax Number: (713) 226-1331
Email Address: brose@porterhedges.com

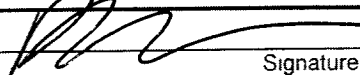
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account: 02/15/2011 WASHINGTON 00000030 3432864
Authorized by: 02/15/2011 40.00 OP

9. Signature:  Signature February 11, 2011 Date

Brian Rose Name of Person Signing

Total number of pages including cover sheet, attachments, and document 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004478 FRAME: 0424

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment Agreement*”) is entered into as of February 3, 2011, by and between Kiva Kitchen & Bath Holdings, LLC, a Delaware limited liability company (the “*Assignee*”), and Kiva Kitchen & Bath, Inc., a Delaware corporation (the “*Assignor*”). All capitalized terms used but not defined herein have the meanings given to them in the Contribution Agreement (as defined herein).

RECITALS

A. Pursuant to that certain Contribution Agreement dated as of the date hereof, by and among the Assignee, Rock Hill Capital I, LP, a Delaware limited partnership (“*Rock Hill*”), James A. Cozby (“*Cozby*”), Tolar N. Hamblen, III (“*Hamblen*” and together with Cozby, the “*Management Investors*”), and the Assignor (as amended, restated, supplemented or otherwise modified from time to time, the “*Contribution Agreement*”), the Assignor shall contribute the Kiva Interests to the Assignee in exchange for 200,000 Series B Units of the Assignee;

B. WHEREAS, it is a condition to the closing of the transactions contemplated by the Contribution Agreement that the Management Investors cause the Assignor and any Affiliate of any Management Investor to convey to a Kiva Entity (approved by Rock Hill) any and all contracts, rights and properties, tangible or intangible, that are used in the operation of the Business, including, but not limited to all rights to use any computer hardware or software which is provided by any such Affiliate for use by the Kiva Entities;

C. The Assignor is the sole owner of the entire right, title and interest in, to and under a United States registered service mark as described on Schedule A attached hereto (the “*Transferred Mark*”).

D. The Assignor agrees to assign the Transferred Mark to the Assignee.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Contribution Agreement, the Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to the Assignee all right, title and interest of the Assignor in and to the Transferred Mark, together with all rights, licenses, and other agreements, if any heretofore made by the Assignor, in respect of, or relating to the Transferred Mark, and all income, royalties, fees and payments, if any, now or hereafter due or payable in respect to the Transferred Mark, including any rights of action accrued, accruing and to accrue under and by virtue hereof to recover for past infringement, misappropriation or other unauthorized use of the Transferred Mark and to receive all damages, payments, costs and fees associated therewith. The assignment of the Transferred Mark granted herein includes an assignment of all goodwill associated therewith.

2. Further Assurances. From and after the date hereof, the Assignor agrees to execute and deliver any and all instruments of assignment and other instruments and documents that the Assignee may reasonably request in order to more fully evidence the assignment of the Transferred Mark and effect the agreements set forth in this Assignment Agreement, including but not limited to documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment Agreement and Assignee's ownership of all right, title and interest in, to and under the Transferred Mark.

3. Waiver of Claims. The Assignor hereby waives, renounces and relinquishes any and all claims of ownership, right, title and interest in and to the Transferred Mark, and agrees that no rights in or to any of the Transferred Mark shall be retained by the Assignor.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of laws provisions thereof.

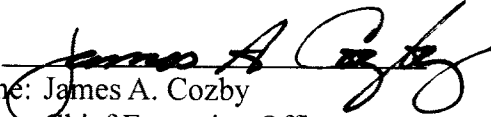
6. Counterparts. This Assignment Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on the Assignor and the Assignee. All counterparts must be construed together to constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

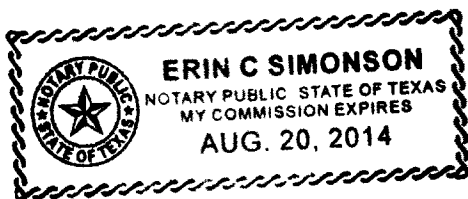
ASSIGNOR:

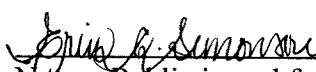
KIVA KITCHEN & BATH, INC.
a Delaware corporation

By: 
Name: James A. Cozby
Title: Chief Executive Officer

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on February 3, 2011, by James A. Cozby, Chief Executive Officer of Kiva Kitchen & Bath, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.




Notary Public in and for the State of Texas

ASSIGNEE:

KIVA KITCHEN & BATH HOLDINGS, LLC
a Delaware limited liability company

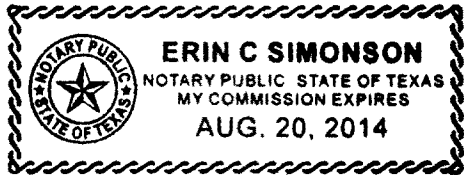
By: 

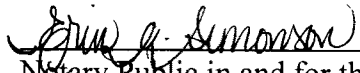
Name: Randall B. Hale

Title: Manager

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on February 3, 2011, by Randall B. Hale, Manager of Kiva Kitchen & Bath Holdings, LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.




Notary Public in and for the State of Texas

SCHEDULE A

TRANSFERRED MARK

Service Mark	Reg. No.	Serial Number	Owner
Kiva Kitchen & Bath®	3,432,864	78727334	Kiva Kitchen & Bath, Inc.