

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
Decorati, Inc.		03/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gilt Global Trading & Procurement Company Limited		
Street Address:	2 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	private limited company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77510369	DECORATI	
Serial Number:	77091286	DECORATI	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	26277-384374		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		
Date:	04/13/2011		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 12, 2011, is entered into by and between Gilt Global Trading & Procurement Company, Limited, a private limited company under the laws of the Republic of Ireland (together with any successors, legal representatives of assigns thereof, "Assignee"), and Decorati Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 12, 2011, pursuant to which Assignee acquired certain assets of Assignor, including, but not limited to, certain intellectual property rights; and

WHEREAS, Assignor owns, and has adopted for use in its business, the service marks, trademarks and trade names set forth on the attached Schedule A, together with all registrations and applications therefor (collectively, the "Marks"). Assignee desires to acquire all worldwide right, title and interest in, to and under the Marks. Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Marks, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes an assignment of all goodwill associated therewith.

2. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for trademark or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

3. Assignor further agrees that Assignor will execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, and perform such other acts as Assignee lawfully and reasonably may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor (it being acknowledged that such appointment is irrevocable and a power coupled with an interest).

4. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Assignor and Assignee, their respective successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of each of Assignor and Assignee, and their respective successors and assigns.

5. This instrument is being executed by Assignor and Assignee and shall be binding upon each of Assignor and Assignee, their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

6. This instrument shall be construed and interpreted in accordance with the Laws of the State of New York without regard to its provisions concerning conflicts of Laws, choice of Law, choice of forum, or principles that might otherwise refer construction or interpretation of this instrument to the substantive Law of another jurisdiction.

7. This instrument may be executed in counterparts (delivery of which may occur via facsimile or electronic mail attachment in "pdf" or similar format), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original.

8. This instrument, together with the Asset Purchase Agreement and other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto, sets forth the entire understanding of Assignee and Assignor with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNEE:

GILT GLOBAL TRADING & PROCUREMENT COMPANY, LIMITED

By: _____
Name:
Title:

ASSIGNOR:

DECORATI INC.

By: Shane Reilly
Name: Shane Reilly
Title: CEO

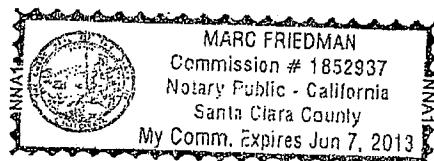
STATE OF CALIFORNIA
COUNTY OF Santa Clara }^{SS}

On 03/11/2011, before me Marc Friedman, Notary Public, personally appeared Shane Reilly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marc Friedman (Seal)



SCHEDULE A

Marks

Mark	Country	Status	Registration No.	Registration Date	Priority No. / Application No.	Filing Date
DECORATI	European Community	Registered	007310221	2/17/2010	77/510369	10/13/2008
DECORATI	United Kingdom	Registered	2500522	2/27/2009	77/510369	10/21/2008
DECORATI	United States of America	Registered	3366517	1/8/2008	N/A	1/25/2007
DECORATI	United States of America	Allowed	N/A	N/A	77/510369	6/27/2008