

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment dated March 23, 2011, and Amendment No. 1 To Trademark Assignment dated June 20, 2011 effective March 23, 2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTBBF, Inc.	FORMERLY Brunshwig & Fils, Inc.	03/23/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Brunshwig & Fils LLC (f/k/a Brunshwig & Fils Holdings LLC)
Street Address:	225 Central Avenue South
City:	Bethpage
State/Country:	NEW YORK
Postal Code:	11714
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1024931	B & F
Registration Number:	1012244	BRUNSCHWIG & FILS
Registration Number:	1012308	BRUNSCHWIG & FILS
Registration Number:	1026841	BRUNSCHWIG & FILS
Registration Number:	1931487	BRUNSCHWIG & FILS
Registration Number:	1411345	BRUNSCHWIG & FILS
Registration Number:	1933131	BRUNSCHWIG & FILS
Registration Number:	1942947	BRUNSCHWIG & FILS SARATOGA COLLECTION
Registration Number:	1610849	GOOD-DESIGN-IS-FOREVER
Registration Number:	3054154	KIRK BRUMMEL
Registration Number:	1649771	
Registration Number:	2671928	SARATOGA

CORRESPONDENCE DATA

900195082

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Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: One Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	BRUNS-001
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	06/22/2011

Total Attachments: 13
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of March 23, 2011 (the "Effective Date") by and between Brunswick & Fils, Inc., a corporation formed under the laws of New York ("Assignor") and Brunswick & Fils Holdings LLC, a New York limited liability company (as assignee to Kravet Inc.) ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of January 28, 2011 (the "Agreement"), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignor's legal and beneficial right, title and interest in and to the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks and service marks related to, owned or used by Assignor in connection with the Business, including, without limitation, the trademarks and service marks listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to assign same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, all of its right, title and interest, including common law rights, in and to the Trademarks, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns or other legal representatives. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this
Trademark Assignment as of the Effective Date.

ASSIGNOR:

BRUNSWIG & FILS, INC.

By: T. Olivier Peardon
Name: T. Olivier Peardon
Title: President & CEO

ASSIGNEE:

BRUNSWIG & FILS HOLDINGS LLC

By: _____
Name:
Title:

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

BRUNDSCHWIG & FILS, INC.

By: _____
Name: T. Olivier Peardon
Title: President & CEO

ASSIGNEE:

BRUNDSCHWIG & FILS HOLDINGS LLC

By: _____
Name: Cary Kravet
Title: Manager

Schedule A**U.S. TRADEMARK/SERVICE MARK REGISTRATIONS**

MARK	REGISTRATION NO.	DATE	CLASS
Brunschwig & Fils	1,012,244	06/03/75	24 (Fabrics)
Brunschwig & Fils	1,012,308	06/03/75	27 (Wallpaper)
B&F	1,024,931	11/11/75	42 (S/R Services)
Brunschwig & Fils	1,026,841	12/09/75	26 (Trimmings)
Simply Suede (CANCELLED)	1,136,244	05/27/80	24 (Fabrics)
Brunschwig & Fils (Stylized)	1,411,345	09/30/86	20 (Furniture)
Good Design is Forever	1,610,849	08/21/90	42 (S/R Services)
Plaid Design	1,649,771	07/02/91	42 (S/R Services)
Normandie Plaid Design	1,649,771	07/02/91	

PENDING, CANCELLED OR ABANDONED REGISTRATIONS/APPLICATIONS

MARK	REGISTRATION NO.	DATE	CLASS
BIS Collection (Cancelled)	1,846,068	1992	
Maisonette Collection (Abandoned)	N/A	1992	
Brunschwig & Fils Saratoga Collection (Cancelled)	1,864,290	1992	20 (Furniture)
The Fabric is Brunschwig and the Chair is Too (Incomplete Application)	N/A		

FOREIGN TRADEMARK/SERVICE MARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>CLASS/GOODS</u>
BRUNSCHWIG & FILS	CANADA	365,577	02/16/90	(Wallpaper)
BRUNSCHWIG & FILS (Stylized)	CANADA	367,992	04/20/90	(Furniture)
B & F	CANADA	368,618	05/11/90	(S/R Services)
BRUNSCHWIG & FILS	TAIWAN	570,755	09/16/92	35 (Fabrics)
BRUNSCHWIG & FILS	TAIWAN	574,550	02/18/92	48 (Wallpaper)
BRUNSCHWIG & FILS	U.K.	1409935	12/20/89	24 (Fabrics)
BRUNSCHWIG & FILS	U.K.	1409914	12/20/89	27 (Wallpaper)
BRUNSCHWIG & FILS	U.K.	1409079	12/20/89	20 (Furniture)
BRUNSCHWIG & FILS	FRANCE	1311724	06/06/85	24 (Fabrics)
BRUNSCHWIG & FILS	FRANCE	1317871	07/23/85	16 (Fab/Trim) 27 (Wallpaper)

FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>CLASS/GOODS</u>
BRUNSCHWIG & FILS	AUSTRALIA	A 573813	03/04/92	24 (Fabrics)
BRUNSCHWIG & FILS	AUSTRALIA	A 573815	03/04/92	27 (Wallpaper)
BRUNSCHWIG & FILS	HONG KONG	92-08529	03/04/92	24 (Fabrics)
BRUNSCHWIG & FILS	HONG KONG	92-05830	03/04/92	27 (Wallpaper)
BRUNSCHWIG & FILS	JAPAN	4-19268	02/25/92	16 (Fabrics)
BRUNSCHWIG & FILS	JAPAN	4-19269	02/25/92	25 (Wallpaper)
BRUNSCHWIG & FILS	P. REB of CHINA	94020957	03/17/94	24 (Fabrics)
BRUNSCHWIG & FILS	P. REB of CHINA	94020958	03/17/94	27 (Wallpaper)

AMENDMENT NO. 1 TO TRADEMARK ASSIGNMENT

This AMENDMENT NO 1. (the "Amendment") to the Trademark Assignment dated as of March 23, 2011 (the "Trademark Assignment") is made and entered into as of June 20, 2011, and effective as of the Effective Date (as defined below), by and between UTBBF, Inc. (f/k/a Brunswick & Fils, Inc.), a corporation formed under the laws of New York ("Assignor") and Brunswick & Fils LLC (f/k/a Brunswick & Fils Holdings LLC), a New York limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of January 28, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignor's legal and beneficial right, title and interest in and to the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks and service marks related to, owned or used by Assignor in connection with the Business;

WHEREAS, on March 23, 2011, Assignor and Assignee consummated the transactions contemplated by the Asset Purchase Agreement (the "Closing");

WHEREAS, in connection with the Closing, the Assignor and Assignee executed the Trademark Assignment to assign to Assignee the Trademarks (as defined in the Trademark Assignment);

WHEREAS, the effective date of the Trademark Assignment was March 23, 2011 (the "Effective Date"); and

WHEREAS, the parties desire to amend the Trademark Assignment, effective as of the Effective Date, to replace Schedule A to the Trademark Assignment with Schedule A hereto (such schedule, the "Amended Schedule A").

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

1. Schedule A to the Trademark Assignment is hereby replaced in its entirety with the Amended Schedule A attached hereto, effective as of the Effective Date.
2. Except as expressly set forth herein, the Trademark Assignment remains in full force and effect in accordance with its terms.
3. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this
Amendment No. 1 to Trademark Assignment as of the date hereof.

ASSIGNOR:

UTBBF, INC. (F/K/A BRUNSWIG &
FILS, INC.)

By: T. Olivier Peardon
Name: T. Olivier Peardon
Title: President & CEO

ASSIGNEE:

BRUNSWIG & FILS LLC (F/K/A
BRUNSWIG & FILS HOLDINGS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this
Amendment No. 1 to Trademark Assignment as of the date hereof.

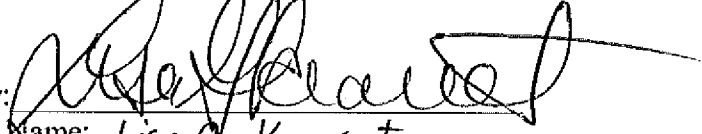
ASSIGNOR:

UTBBF, INC. (F/K/A BRUNSWIG &
FILS, INC.)

By: _____
Name: T. Olivier Peardon
Title: President & CEO

ASSIGNEE:

BRUNSWIG & FILS LLC (F/K/A
BRUNSWIG & FILS HOLDINGS LLC

By: 
Name: Lisa G. Kravet
Title: Manager

Schedule A

Amended Schedule A to Trademark Assignment

Trademark	Reference No.	App No.	Reg No.	Status	Country	App Date	Reg Date	Next Renewal
B & F	BRUNS-003	73036505	1024931	Renewed	U.S.	07-Nov-1974	11-Nov-1975	11-Nov-2015
BRUNSWIG & FILS	BRUNS-001	73029267	1012244	Renewed	U.S.	12-Aug-1974	03-Jun-1975	03-Jun-2015
BRUNSWIG & FILS	BRUNS-002	73029268	1012308	Renewed	U.S.	12-Aug-1974	03-Jun-1975	03-Jun-2015
BRUNSWIG & FILS	BRUNS-004	73033112	1026841	Renewed	U.S.	26-Sep-1974	09-Dec-1975	09-Dec-2015
BRUNSWIG & FILS	BRUNS-013	74596960	1931487	Renewed	U.S.	09-Nov-1994	31-Oct-1995	31-Oct-2015
BRUNSWIG & FILS (Stylized)	BRUNS-005	73588447	1411345	Renewed	U.S.	17-Mar-1986	30-Sep-1986	30-Sep-2016
BRUNSWIG & FILS (Stylized)	BRUNS-012	74600337	1933131	Renewed	U.S.	18-Nov-1994	07-Nov-1995	07-Nov-2015
BRUNSWIG & FILS SARATOGA COLLECTION (Stylized)	BRUNS-011	74632134	1942947	Renewed	U.S.	09-Feb-1995	19-Dec-1995	19-Dec-2015
GOOD-DESIGN-IS-FOREVER (Stylized)	BRUNS-006	73826754	1610849	Renewed	U.S.	21-Sep-1989	21-Aug-1990	21-Aug-2020
KIRK BRUMMEL	BRUNS-008	78535348	3054154	Registered	U.S.	20-Dec-2004	31-Jan-2006	31-Jan-2016
PLAID DESIGN	BRUNS-007	73834815	1649771	Renewed	U.S.	30-Oct-1989	02-Jul-1991	02-Jul-2011
SARATOGA	BRUNS-009	76378644	2671928	Registered	U.S.	06-Mar-2002	07-Jan-2003	07-Jan-2013
BRUNSWIG & FILS	BRUNS-020	573813	573813	Renewed	Australia	04-Mar-1992	04-Mar-1992	04-Mar-2019
BRUNSWIG & FILS	BRUNS-021	573815	573815	Renewed	Australia	04-Mar-1992	01-Jul-1994	04-Mar-2019

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Trademark	Reference No.	App No.	Reg No.	Status	Country	App Date	Reg Date	Next Renewal
BRUNSWIG & FILS	BRUNS-050	637329	637329	Renewed	Australia	10-Aug-1994	10-Aug-1994	10-Aug-2014
BRUNSWIG & FILS	BRUNS-051	637330	637330	Renewed	Australia	10-Aug-1994	10-Aug-1994	10-Aug-2014
B & F	BRUNS-016	624597	TMA368618	Renewed	Canada	02-Feb-1989	11-May-1990	11-May-2020
B & F INTERNATIONAL	BRUNS-032	81720900	TMA485387	Renewed	Canada	05-Jul-1996	06-Nov-1997	06-Nov-2012
BRUNSWIG & FILS	BRUNS-014	624609	TMA365577	Renewed	Canada	02-Feb-1989	16-Feb-1990	16-Feb-2020
BRUNSWIG & FILS	BRUNS-015	624596	TMA367992	Renewed	Canada	02-Feb-1989	20-Apr-1990	20-Apr-2020
BRUNSWIG & FILS	BRUNS-037	76748200	TMA455967	Registered	Canada	29-Oct-1994	22-Mar-1996	22-Mar-2011
BRUNSWIG & FILS (Stylized)	BRUNS-036	76748100	TMA455966	Registered	Canada	28-Oct-1994	22-Mar-1996	22-Mar-2011
BRUNSWIG & SONS SARATOGA COLLECTION	BRUNS-035	77346500	TMA456041	Registered	Canada	20-Jan-1995	22-Mar-1996	22-Mar-2011
BRUNSWIG & SONS SARATOGA COLLECTION (Stylized)	BRUNS-034	77371800	TMA456045	Registered	Canada	24-Jan-1995	22-Mar-1996	22-Mar-2011
BRUNSWIG INTERNATIONAL	BRUNS-033	81721000	TMA498847	Renewed	Canada	05-Jul-1996	18-Aug-1998	18-Aug-2013
BRUNSWIG & FILS	BRUNS-030		94020957	Renewed	China			
BRUNSWIG & FILS	BRUNS-031		94020958	Renewed	China			
BRUNSWIG & FILS	BRUNS-052	867489	867489	Renewed	China	29-Sep-1994	28-Aug-1996	27-Aug-2016
BRUNSWIG & FILS	BRUNS-053	862862	862862	Renewed	China	29-Sep-1994	14-Aug-1996	13-Aug-2016
BRUNSWIG & FILS	BRUNS-054	797229	797229	Renewed	China	17-Mar-1994	07-Dec-1995	06-Dec-2015

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Trademark	Reference No.	App No.	Reg No.	Status	Country	App Date	Reg Date	Next Renewal
BRUNSWIG & FILS	BRUNS-055	799327	799327	Renewed	China	17-Mar-1994	14-Dec-1995	13-Dec-2015
BRUNSWIG & FILS	BRUNS-049	784702	784702	Renewed	European Community	16-Jul-1998	02-Dec-1999	16-Jul-2018
BRUNSWIG & FILS	BRUNS-026		1311724	Registered	France			
BRUNSWIG & FILS	BRUNS-027		1317871	Registered	France			
TOLMAC			1311723		France			
BRUNSWIG & FILS	BRUNS-028	92-08529	02803 1994	Registered	Hong Kong	04-Mar-1992	04-Mar-1992	04-Mar-1999
BRUNSWIG & FILS	BRUNS-029	08530 1992	00445 1994	Registered	Hong Kong	04-Mar-1992	04-Mar-1992	04-Mar-1999
BRUNSWIG & FILS	BRUNS-064		199602092	Registered	Hong Kong		09-Sep-1994	09-Sep-2015
BRUNSWIG & FILS	BRUNS-065		199602093	Registered	Hong Kong		09-Sep-1994	09-Sep-2015
BRUNSWIG & FILS	BRUNS-022	H04-019268	2650083	Renewed	Japan	25-Feb-1992	28-Apr-1994	28-Apr-2014
BRUNSWIG & FILS	BRUNS-023	H04-019269	2659931	Renewed	Japan	25-Feb-1992	31-May-1994	31-May-2014
BRUNSWIG & FILS	BRUNS-056	4004-041102	4817220	Registered	Japan	30-Apr-2004	12-Nov-2004	12-Nov-2014
BRUNSWIG & FILS	BRUNS-057	H06-082150	3293586	Registered	Japan	11-Aug-1994	25-Apr-1997	25-Apr-2017
BF INTERNATIONAL	BRUNS-039	267728	663027	Renewed	Mexico	09-Jul-1996	11-Jul-2000	09-Jul-2016
BRUNSWIG & FILS	BRUNS-040	221291	515259	Renewed	Mexico	10-Jan-1995	29-Jan-1996	10-Jan-2015
BRUNSWIG & FILS	BRUNS-041	221294	487054	Renewed	Mexico	10-Jan-1995	11-Apr-1995	

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Trademark	Reference No.	App No.	Reg No.	Status	Country	App Date	Reg Date	Next Renewal
BRUNSWIG & FILS	BRUNS-042	221293	497105	Renewed	Mexico	10-Jan-1995	13-Jul-1995	
BRUNSWIG & FILS	BRUNS-043	221295	561528	Registered	Mexico	10-Jan-1995	30-Oct-1997	
BRUNSWIG & FILS	BRUNS-044	221292	535838	Registered	Mexico	10-Jan-1995	12-Nov-1996	
BRUNSWIG INTERNATIONAL	BRUNS-038	267727	663026	Renewed	Mexico	09-Jul-1996	11-Jul-2000	09-Jul-2016
BRUNSWIG & FILS	BRUNS-058	241189	241189	Registered	New Zealand	20-Sep-1994	08-Sep-1997	20-Sep-2015
BRUNSWIG & FILS	BRUNS-059	241194	241194	Registered	New Zealand	20-Sep-1994	08-Sep-1997	20-Sep-2015
BRUNSWIG & FILS	BRUNS-060	241195	241195	Registered	New Zealand	20-Sep-1994	08-Sep-1997	20-Sep-2015
BRUNSWIG & FILS	BRUNS-061	241196	241196	Registered	New Zealand	20-Sep-1994	08-Sep-1997	20-Sep-2015
BRUNSWIG & FILS	BRUNS-045	2077145 M2	2077145 M2	Renewed	Spain	27-Feb-1997	23-Dec-1998	27-Feb-2017
BRUNSWIG & FILS (Stylized)	BRUNS-046	2077146 M0	2077146 M0	Renewed	Spain	27-Feb-1997	22-Sep-1997	27-Feb-2017
BRUNSWIG & FILS	BRUNS-024	81006737	570755	Renewed	Taiwan		16-Sep-1992	15-Sep-2012
BRUNSWIG & FILS	BRUNS-025	81006726	574550	Registered	Taiwan		11-Nov-1992	31-Oct-2012
BRUNSWIG & FILS	BRUNS-066	83056237	684248	Registered	Taiwan		16-Jul-1995	15-Jul-2015
BRUNSWIG & FILS	BRUNS-067	83056232	700837	Registered	Taiwan		16-Dec-1995	15-Dec-2015
BRUNSWIG & FILS	BRUNS-017	1409935	1409935	Renewed	United Kingdom	20-Dec-1989	27-Sep-1991	20-Dec-2016
BRUNSWIG & FILS	BRUNS-018	1409914	1409914	Renewed	United Kingdom	20-Dec-1989	27-Sep-1991	20-Dec-2016

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Trademark	Reference No.	App No.	Reg No.	Status	Country	App Date	Reg Date	Next Renewal
BRUNSWIG & FILS	BRUNS-019	1409079	1409079	Renewed	United Kingdom	20-Dec-1989	02-Aug-1991	20-Dec-2016
BRUNSWIG & FILS	BRUNS-048	1587907	1587907	Renewed	United Kingdom	05-Oct-1994	27-Oct-1995	05-Oct-2011
BRUNSWIG & FILS (Stylized)	BRUNS-047	2019254	2019254	Renewed	United Kingdom	10-Apr-1995	15-Dec-1995	10-Apr-2015

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