# 704

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assigns the entire right, title, and interest

### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type       |
|--|----------|----------------|-------------------|
| Keycorp d/b/a/ KEYBANK<br>NATIONAL ASSOCIATION |          | 04/07/2011     | CORPORATION: OHIO |

# **RECEIVING PARTY DATA**

| Name:           | Russell & Mackenna Inc.  |  |
|-----------------|--------------------------|--|
| Street Address: | 8280 Patuxent Range Road |  |
| City:           | Jessup                   |  |
| State/Country:  | MARYLAND                 |  |
| Postal Code:    | 20794                    |  |
| Entity Type:    | CORPORATION: MARYLAND    |  |

PROPERTY NUMBERS Total: 10

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 75554704 | MAINE COTTAGE |
| Serial Number: | 76193379 | MAINE COTTAGE |
| Serial Number: | 78205690 | GUEST COTTAGE |
| Serial Number: | 78361606 | MAINE COTTAGE |
| Serial Number: | 78361620 | MAINE COTTAGE |
| Serial Number: | 78756028 | MAINE COTTAGE |
| Serial Number: | 78756038 | MAINE COTTAGE |
| Serial Number: | 77507569 | MAINE COTTAGE |
| Serial Number: | 77415385 | MAINE COTTAGE |
| Serial Number: | 77329135 | MAINE COTTAGE |

#### **CORRESPONDENCE DATA**

Fax Number: (207)773-4585

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

TRADEMARK REEL: 004574 FRAME: 0109

900196008

Phone: 207-773-3132 Email: trademarks@bohanmathers.com Correspondent Name: Patricia M. Mathers PO Box 17707 Address Line 1: Address Line 4: Portland, MAINE 04112-8707 11076 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Patricia M. Mathers Signature: /pmm/ 07/01/2011 Date:

Total Attachments: 2

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TRADEMARK
REEL: 004574 FRAME: 0110

#### RELEASE BILL OF SALE

| KNOW ALL MEN BY THESE PRESENTS, that KEYBANK NATIONAL   |
|---|
| ASSOCIATION, having a place of business in Cleveland, Ohio ("Seller"), in consideration of      |
| One Dollar (\$1.00) and other valuable consideration paid by Kussey & Mackeyne The              |
| , having a mailing address of \$2 90 Pat was sur 24062  |
| 1 500 00 20194 ("Buyer"), the receipt whereof is hereby acknowledged,                           |
| does hereby transfer and assign unto the said Buyer, its successors and assigns forever, all of |
| Seller's right, title and interest, if any, in the following personal property of Maine Cottage |
| Furniture, Inc. in which Seller has a valid, protected and enforceable security interest (the   |
| "Personal Property"):   |

All copyrights issued by U.S. Copyright Office, including copyrights authored by Maine Cottage Furniture Inc. in 2-D artwork (fabric art0:

All registered trademarks issued to Maine Cottage Furniture, Inc. by U.S. Patent and Trademark Office;

Rights to all photography and images and the computer in which they are stored;

Rights to Scene 7 software license used to render product images and the computer in which it resides (same as above);

Trade dress rights for all Maine Cottage products;

Website, underlying programming and server contract with Rackspace;

Rights to internet address <u>www.mainecottage.com</u> and other internet address owned by Maine Cottage Furniture, Inc. (registered with Network Solutions);

Rights to e-mail address @mainecottage.com;

E-mail software and data stored with Exact Target:

Enterprise system, programming and server on which it is stored;

All enterprise system backup discs or servers;

Citrix software license and server;

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Rights to main telephone number (207) 846-1430;

Rights to main tax number (207) 846-0602; and

Rights to toll free telephone number (888) 859-3522.

TRADĖMARK REEL: 004574 FRAME: 0111 The Personal Property hereby conveyed is sold "AS IS, WHERE IS AND WITH ALL FAULTS". Seller and its agents make no representations or warranties, either express or implied, as to the fitness of the Personal Property for a particular purpose, merchantability, habitability or as to any other matter. Furthermore, Seller makes no representations or warranties regarding the number, quantity, count or quality of any items of Personal Property or as to any matters contained in any description of the real estate.

By acceptance of this Release Bill of Sale, Buyer acknowledges and agrees that, notwithstanding the execution and delivery of this Bill of Sale, Seller shall have the right to utilize the name Maine Cottage Furniture and images of Maine Cottage Furniture merchandise in connection with the sale or other disposition of personal property of Maine Cottage Furniture, Inc. not conveyed pursuant to this Release Bill of Sale in which Seller has a security interest. Buyer further agrees to provide to Seller or its designee access to the Maine Cottage Furniture, Inc. mailing list for purposes of the sale or other disposition of such personal property.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and delivered in its name by Leslie A. Jones, its Vice President, hereunto duly authorized this day of April, 2011.

KEYBANK NATIONAL ASSOCIATION

Leslie A. Jones
Vice President

AGREED AND ACCEPTED, this \_\_\_\_ day of April, 2011.

BUYER: CLOSEN & WOOKELLA JA

Name: LAURICHEE M. SKILASTHEL

Title: Tomore 7

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TRADEMARK REEL: 004574 FRAME: 0112

**RECORDED: 07/01/2011**