

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the identity of the assignee previously recorded on Reel 004413 Frame 0073. Assignor(s) hereby confirms the assignment of the entire interest..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B.J. Tidwell Industries, Inc.		09/15/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Cardell Cabinetry, LLC
Street Address:	1001 Brickell Bay Drive
Internal Address:	32nd Floor
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2197409	CARDELL
Registration Number:	2663104	SPECTRUM 360 SERIES
Registration Number:	2715396	SPECTRUM 360 SERIES
Registration Number:	2754105	CARDELL CABINETRY

CORRESPONDENCE DATA

Fax Number: (561)659-6313
 Phone: 5616535000
 Email: peter.chiabotti@akerman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Peter A. Chiabotti
 Address Line 1: 222 Lakeview Avenue
 Address Line 2: Suite 400
 Address Line 4: West Palm Beach, FLORIDA 33401

TRADEMARK

900203272

REEL: 004632 FRAME: 0157

CH \$115.00 2197409

ATTORNEY DOCKET NUMBER:	239729
NAME OF SUBMITTER:	Peter A. Chiabotti
Signature:	/Peter A. Chiabotti/
Date:	09/28/2011
Total Attachments: 7 source=WP814651#page1.tif source=WP814651#page2.tif source=WP814651#page3.tif source=WP814651#page4.tif source=WP814651#page5.tif source=WP814651#page6.tif source=WP814651#page7.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.J. Tidwell Industries, Inc.		11/04/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	H.I.G. Cardell Acquisition, Inc.		
Street Address:	1001 Brickell Bay Drive, 32nd Floor		
Internal Address:	c/o H.I.G. Capital		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2197409	CARDELL	
Registration Number:	2663104	SPECTRUM 360 SERIES	
Registration Number:	2715396	SPECTRUM 360 SERIES	
Registration Number:	2754105	CARDELL CABINETRY	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(561) 653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman Senterfitt		
Address Line 1:	222 Lakeview Avenue, 4th Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	H.I.G.		
NAME OF SUBMITTER:	Mark D. Passler		

CH \$1115.00 2197409

900177240

TRADEMARK
 REEL: 004413 FRAME: 0073
TRADEMARK
 REEL: 004632 FRAME: 0159

Signature:	/Mark D. Passler/
Date:	11/11/2010
Total Attachments: 3 source=Executed Intellectual Property Assignment (M2993305)#page1.tif source=Executed Intellectual Property Assignment (M2993305)#page2.tif source=Executed Intellectual Property Assignment (M2993305)#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, B.J. Tidwell Industries, Inc. d/b/a Cardell Cabinetry, a Texas corporation, having an address of 3215 N. Pan Am Expressway, San Antonio, Texas 78219 (hereinafter “Assignor”), owns the trademarks listed in Attachment A (hereinafter the “Trademarks”);

WHEREAS, Cardell Cabinetry, LLC, a Delaware limited liability company, having an address of c/o H.I.G. Capital, 1001 Brickell Bay Drive, 32nd Floor, Miami, Florida 33131 (hereinafter “Assignee”), is desirous of acquiring the Trademarks;

WHEREAS, on November 4, 2010 (the “Effective Date”), Assignor erroneously filed an Intellectual Property Assignment assigning the Trademarks to H.I.G. Cardell Acquisition, Inc., recorded with the U.S. Patent and Trademark Office at reel 004413 and frame 0073 on November 11, 2010, and this Intellectual Property Assignment corrects, amends and replaces such erroneous assignment in its entirety;

WHEREAS, as of the Effective Date, Assignor is the owner of all right, title, and interest in and to the Trademarks, has the full right to make the conveyance herein and represents and warrants to the Assignee that Assignor has not transferred, assigned, hypothecated or granted a security interest in the Trademarks to any third party. The Assignor represents that it now has and will have at closing good and marketable title to the Trademarks with full power to transfer, sell and assign the same free and clear of any liens, claims or encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, effective as of the Effective Date, Assignor hereby sells, assigns, transfers and conveys unto Assignee all right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, along with that portion of the business that is existing and ongoing and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

Assignor, without further consideration, agrees to execute and deliver other documents and take other and further actions as may be necessary to more fully effectuate or consummate the subject matter of this Intellectual Property Assignment.

INTELLECTUAL PROPERTY ASSIGNMENT

Page 2 of 5

This Intellectual Property Assignment shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the parties. This Intellectual Property Assignment represents the complete and full agreement and understanding among the parties as to the subject matter hereof. If any term or provision in this Intellectual Property is held to be unenforceable, the remainder of the Intellectual Property Assignment shall not be affected. The recitals set forth above are hereby incorporated into this Intellectual Property Assignment. This Intellectual Property Assignment shall be governed in accordance with the laws of Delaware, excluding any conflicts of laws provisions thereof.

[Signatures on next page.]

INTELLECTUAL PROPERTY ASSIGNMENT

Page 3 of 5

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date indicated below.

ASSIGNOR:

B.J. TIDWELL INDUSTRIES, INC. D/B/A CARDELL CABINETRY

Signature: *B.J. Tidwell*

Name: B.J. Tidwell

Effective Date: November 4, 2010

STATE OF TEXAS)
) ss:
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 15 day of September, 2011, by Bill Tidwell. He/she is personally known to me or has produced _____ (type of identification) as identification.

Mary J. Palacios
NOTARY PUBLIC, STATE OF



MARY J. PALACIOS
(Print, Type or Stamp Commissioned Name of Notary Public)

ACKNOWLEDGMENT

The undersigned hereby acknowledges and agrees that (a) the Intellectual Property Assignment made and recorded by Assignor with the U.S. Patent and Trademark Office at reel 004413 and frame 0073 on November 11, 2010, in favor of the undersigned as of November 4, 2010, was made in error and (b) the Intellectual Property Assignment to which this Acknowledgement is attached corrects, amends and replaces such erroneous assignment in its entirety.

H.I.G. CARDELL ACQUISITION, INC.

Signature: [Handwritten Signature]

Name: ROMAN KRISLAV

Effective Date: November 4, 2010

STATE OF Florida)
COUNTY OF Miami-Dade) ss:

The foregoing instrument was acknowledged before me this 15 day of August, 2011, by Roman Krislav.
(He/she is) personally known to me or has produced _____ (type of identification) as identification.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF
CAROLYN VILLALOBOS
Notary Public - State of Florida
My Comm. Expires Sep 18, 2014
Commission # DD 994869
Bonded Through National Notary Assoc.
(Print, Type or Stamp Commissioned Name of Notary Public)

Schedule A

Trademark	App./Reg. No.	Filing/Reg. Date
CARDELL	2197409	10/20/98
SPECTRUM 360 SERIES	2663104	12/17/02
SPECTRUM 360 SERIES AND DESIGN	2715396	5/13/03
CARDELL CABINETRY AND DESIGN	2754105	8/19/03

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