

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
Luna IP, LLC		01/31/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	21st Century Flooring, LLC		
Street Address:	333 Northwest Ave.		
City:	Northlake		
State/Country:	ILLINOIS		
Postal Code:	60164		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3301575	LUNA	
Registration Number:	3301576	202-LUNA	
Registration Number:	3311520	LUNA FLOORING GALLERY	
Registration Number:	3311521	SUREQUOTE	
Registration Number:	3809252	877-241-LUNA	
Registration Number:	3394190		
Registration Number:	3390977	LUNA	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8113		
Phone:	214-740-8633		
Email:	sritchie@lockelord.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark Backofen % Locke Lord		
Address Line 1:	2200 Ross Ave., Ste. 2200		

CH \$190.00 3301575

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 052924700005

NAME OF SUBMITTER: Mark R. Backofen

Signature: /Mark R. Backofen/

Date: 02/01/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 31st day of January, 2012, by Luna IP, LLC, Luna Boston, LLC and Luna Financial Services, LLC, each an Illinois corporation, (collectively, the "Assignor"), to 21st Century Flooring, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on Schedule A attached hereto, along with the goodwill associated therewith (collectively, the "Trademarks")

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of January 31, 2012 (the "Agreement"), pursuant to which Assignor is obligated to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor grants, sells, assigns, transfers and conveys unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any reasonable actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives, all without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon reasonable request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois (without regard to its choice of law principles).
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:

LUNA IP, LLC,
an Illinois limited liability company

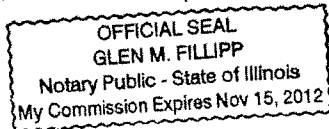
By: [Signature]
Name: STEVE DEZAKA
Title: CEO

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 3rd day of JANUARY, 2012, before me personally appeared STEVE DEZAKA, having the title CEO of Luna IP, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires:



[Signature page to Trademark Assignment]

LUNA BOSTON, LLC,
an Illinois limited liability company

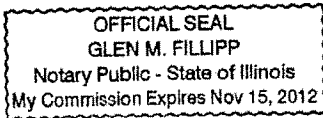
By: [Signature]
Name: STEVE DEZARA
Title: CEO

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 31ST day of JANUARY, 2012, before me personally appeared STEVE DEZARA, having the title CEO of Luna Boston, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires:



[Signature page to Trademark Assignment]

LUNA FINANCIAL SERVICES, LLC,
an Illinois limited liability company

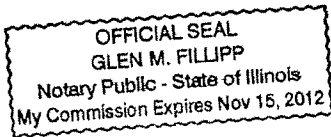
By: [Signature]
Name: STEVE DEZMA
Title: CEO

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 31ST day of JANUARY, 2012, before me personally appeared STEVE DEZMA, having the title CEO of Luna Financial Services, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires:



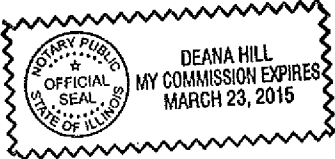
[Signature page to Trademark Assignment]

ASSIGNEE:

21ST CENTURY FLOORING, LLC,
a Delaware limited liability company

By: AS
Name: STEVE SILVERS
Title: MANAGER

STATE OF ILLINOIS)
)
COUNTY OF COOK)




On this 20 day of JANUARY, 2012, before me personally appeared STEVE SILVERS having the title MANAGER of 21st Century Flooring, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires: 3/23/15

SCHEDULE A

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Classes</u>
U.S.	LUNA	77-110586 3,301,575	02/19/2007 10/02/2007	35, 37
U.S.	202-LUNA	77-110615 3,301,576	02/19/2007 10/02/2007	35, 37
U.S.	LUNA FLOORING GALLERY	77-110594 3,311,520	02/19/2007 10/16/2007	35,37
U.S.	SUREQUOTE	77-110625 3,311,521	02/19/2007 10/16/2007	35,37
U.S.	877-241-LUNA	77-732736 3,809,252	05/08/2009 06/29/2010	35, 37
U.S.	SOUND MARK – THE MARK CONSISTS OF A VOICE SINGING “SEVEN, SEVEN THREE, TWO OH TWO LUNA”	77-110646 3,394,190	02/19/2007 03/11/2008	35, 37
U.S.	LUNA & DESIGN: 	77-110589 3,390,977	02/19/2007 03/04/2008	35, 37
New Hampshire, Massachusetts, Rhode Island and Illinois	LUNA HOME (unregistered)	N/A	N/A	N/A
Maine	LUNA HOME, LLC (unregistered)	N/A	N/A	N/A