

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Agent		10/18/2001	A National Banking Association:
RECEIVING PARTY DATA			
Name:	Smith & Noble, LLC		
Street Address:	1 HSN Drive		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33729		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1870878	SMITH + NOBLE	
Registration Number:	1870879	WINDOWARE	
Registration Number:	2441084	AMERICA'S LEADING RESOURCE FOR WINDOW TREATMENTS	
Registration Number:	2534870	SMITH + NOBLE	
Registration Number:	2534872	WINDOWARE	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-223-7000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	William Giltinan		
Address Line 1:	P.O. Box 3239		
Address Line 2:	Attn: IP Dept.		
Address Line 4:	Tampa, FLORIDA 33601-3239		

CH \$140.00 1870878

ATTORNEY DOCKET NUMBER:	55270/00850
NAME OF SUBMITTER:	William Giltinan
Signature:	/William Giltinan/
Date:	04/17/2012
<p>Total Attachments: 4 source=SMITH NOBLE - FLEET NATIONAL TM RELEASE#page1.tif source=SMITH NOBLE - FLEET NATIONAL TM RELEASE#page2.tif source=SMITH NOBLE - FLEET NATIONAL TM RELEASE#page3.tif source=SMITH NOBLE - FLEET NATIONAL TM RELEASE#page4.tif</p>	

TERMINATION AND RELEASE
OF
SECURITY INTEREST IN TRADEMARKS

SMITH & NOBLE, LLC

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 18, 2001, by FLEET NATIONAL BANK, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent"), pursuant to that certain Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended from time to time, the "Loan Agreement"), by and among: (a) Cornerstone Brands, Inc. and Cornerstone Brands Group, Inc. (collectively, the "Borrower"), (b) the Guarantors party thereto, (c) the Lenders party thereto and (c) the Agent. Capitalized terms used herein without definition shall have the same meaning as in the Loan Agreement.

WHEREAS, Smith & Noble, LLC (the "Company") has guaranteed the obligations of the Borrower under the Loan Agreement pursuant to a Guaranty (the "Guaranty");

WHEREAS, the Company and the Agent have entered into that certain Trademark, Patent and Copyright Security Agreement dated as of July 27, 2000, as amended by Amendment No.1 to the Trademark, Patent and Copyright Security Agreement dated as of June 6, 2001 (the "Agreement");


WHEREAS, the Company and the Agent have entered into that certain Notice of Security Interest in U.S. Trademarks dated as of May 30, 2001 (the "Notice") which Notice was recorded with the United States Patent and Trademark Office at Reel 002317, Frame 0149, both for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Loan Agreement, the Agreement and the Notice, the Company granted, assigned, transferred and conveyed to the Agent, by way of collateral security, the Collateral (as defined in the Agreement, and collectively known hereinafter as the "Trademarks", including without limitation the Trademarks identified on Exhibit A attached hereto); and

WHEREAS, the Agent has agreed to terminate and release its security interest in the Trademarks as herein provided; upon receipt of payment in full, in cash of all the Obligations due under the Loan Agreement and the other Financing Documents;

NOW, THEREFORE, for valuable consideration the Agent hereby terminates and releases its security interest in the Trademarks, including without limitation the Trademarks listed on Exhibit A attached hereto, and the Agent hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Trademarks effective as of the date set forth above.

FLEET NATIONAL BANK,
as Agent

By: 
Daniel D. Butler
Vice-President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF Providence

October 18, 2001

Then personally appeared the above-named Daniel D. Butler, being a Vice-President of FLEET NATIONAL BANK and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said FLEET NATIONAL BANK.

Before me,


Notary Public JANE A. MARTIN

My Commission Expires: 2/12/02

EXHIBIT A

SMITH & NOBLE, LLC'S TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
ELEMENTS	75/348,574	March 28, 1997
ULTRAWOOD	76/150,110	October 17, 2000
WINDOW ELEMENTS	76/039,923	May 3, 2000

BUSDOCS:1044795.3

RECORDED: 10/25/2001
RECORDED: 04/17/2012

TRADEMARK
REEL: 004758 FRAME: 0633