

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
Decorating to Go, Inc.		08/01/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	SL Newco, LLC		
Street Address:	4924 West Broad Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2806246	SHADES OF LIGHT	
Registration Number:	2784363	RUGS UNDER FOOT	
CORRESPONDENCE DATA			
Fax Number:	5405103050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	540-510-3046		
Email:	trademarks@leclairryan.com		
Correspondent Name:	Tara A. Branscom, LeClairRyan		
Address Line 1:	1800 Wells Fargo Tower		
Address Line 2:	Drawer 1200		
Address Line 4:	Roanoke, VIRGINIA 24006		
ATTORNEY DOCKET NUMBER:	39420.0001		
NAME OF SUBMITTER:	Tara A. Branscom		
Signature:	/Tara A. Branscom/		

CH \$65.00 2806246

TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into this 1st day of August, 2011, by and between Decorating to Go, Inc., a Virginia corporation (the "Seller"), and SL Newco, LLC, a Virginia limited liability company (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Seller and Buyer, Seller has agreed to sell, convey, assign and transfer to Buyer, which has agreed to purchase and assume the Purchased Assets, which include, without limitation, all rights to the United States (federal and state) and foreign trademarks (and goodwill associated therewith) and other trade names, service marks, logos, labels, trade dress, advertising and package designs, and other trade rights, whether or not registered, and all applications therefore, including, without limitation, the trade names and service marks listed on Exhibit A attached hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Intellectual Property").

WHEREAS, Section 2.01(d) of the Purchase Agreement requires Seller to assign to Buyer the Intellectual Property and the registrations and applications for registration therefore, and any related trademarks and trade names used in the business of Seller, whether or not registered, and, without limitation, as set forth on Exhibit A, together with all goodwill associated therewith, and all common law rights therein.

WHEREAS, in accordance with the terms and conditions of this Assignment, Seller has agreed to sell, convey, assign and transfer to Buyer all of Seller's right, title, and interest in the Intellectual Property used in Seller's business.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the matters hereinafter set forth below, it is agreed by the parties as follows:

1. Assignment. Seller does hereby sell, convey, irrevocably assign and transfer to Buyer, all of Seller's right, title, and interest, whether statutory or at common law (including but not limited to, all registration rights with respect to the Intellectual Property, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Intellectual Property throughout the world, including, without limitation, the right to claim priority and the right to any renewal or extension thereof, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims by Seller for damages by reason of past infringement of the Intellectual Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Continuing Obligation. From time to time, after the date hereof, Seller shall execute and deliver to Buyer any further instruments or agreements as reasonably requested by Buyer and take all reasonable action as may be necessary or appropriate to evidence the assumption by Buyer of the Intellectual Property being assigned by Seller in order to more effectively consummate the transactions contemplated by this Assignment. Seller and Buyer also agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to assist Buyer in obtaining, maintaining, issuing or enforcing its rights in the Intellectual Property.

3. Consistency with the Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control and prevail.

4. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Upon any determination by a court of competent jurisdiction that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5. Jurisdiction. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of laws thereof.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original copy of this Assignment, but such counterparts shall together constitute but on and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of electronic transmission of such party's signature, or a photocopy of such electronic transmission, and such electronic signature shall be deemed to constitute the original signature of such party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

SELLER:

Decorating to Go, Inc.

By: Ashton W. Harrison
Name: Ashton W. Harrison
Title: President

COMMONWEALTH OF VIRGINIA)

)ss.

CITY/COUNTY OF HENRICO)

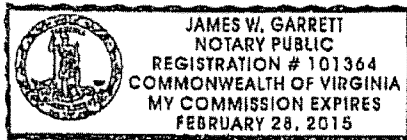
The foregoing Assignment was acknowledged before me on July 29, 2011, by Ashton W. Harrison, the President of Decorating to Go, Inc., a Virginia corporation on behalf of said corporation.

[Signature]

NOTARY PUBLIC

My Commission Expires: 02/28/2015

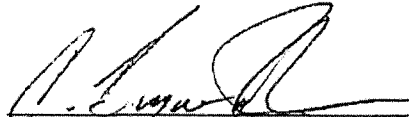
[SEAL]



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

BUYER:

SL Newco, LLC


By: 
Name: C. Bryan Johnson
Title: Chief Executive Officer

COMMONWEALTH OF VIRGINIA)

)ss.

CITY/COUNTY OF HENRICO)

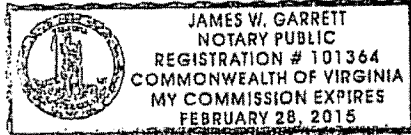
The foregoing Assignment was acknowledged before me on July 29, 2011, by C. Bryan Johnson, the CEO of SL Newco, LLC, a Virginia limited liability company, on behalf of said limited liability company.



NOTARY PUBLIC

My Commission Expires: 02/28/2015

[SEAL]



Intellectual Property Assignment Signature Page

EXHIBIT A
INTELLECTUAL PROPERTY

Seller has rights to the following unregistered Intellectual Property identified below:

1. Shades of Light
2. Decorating to Go
3. Rugs Under Foot

ASSET PURCHASE AGREEMENT

by and between

**DECORATING TO GO, INC., a Virginia corporation,
d/b/a Shades of Light**

and

SL NEWCO, LLC, a Virginia limited liability company

dated as of August 1, 2011

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of August 1, 2011, is entered into by and among DECORATING TO GO, INC., a Virginia corporation, d/b/a Shades of Light ("Seller"), and SL NEWCO, LLC, a Virginia limited liability company ("Buyer"), Ashton W. Harrison, an individual, and David Harrison, an individual (each a "Seller Principal" and together, the "Seller Principals" and collectively with Buyer and Seller, the "Parties").

WHEREAS, Seller is engaged in the business of selling indoor and outdoor lighting, accent rugs and home décor through catalogue, Internet and storefront sale operations (the "Business") and owns the Purchased Assets (used in the ordinary course of operating the Business) and desires to sell the Purchased Assets and assign the Assumed Liabilities to Buyer; and

WHEREAS, Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this ARTICLE I:

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“Intellectual Property” means (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software (in both source code and object code form), data, databases and documentation thereof, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) internet domain names and web sites, (viii) industrial designs, (ix) registrations and applications for any of the foregoing and (x) copies and tangible embodiments thereof (in whatever form or medium).

“Intellectual Property Assets” means all Intellectual Property (excluding all off-the-shelf commercially available software) that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

“Intellectual Property Assignment” has the meaning set forth in Section 3.02(c) hereof.

"Intellectual Property Licenses" means all licenses, sublicenses and other agreements, whether exclusive or non-exclusive, granting any rights or interests in or to any Intellectual Property (excluding all off-the-shelf commercially available software) that is used in or necessary for the conduct of the Business as currently conducted.

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or registrar in any jurisdiction, including, without limitation, (a) Trademark registrations and applications, (b) Domain Name registrations, reservations and equivalent protections, (c) Copyright registrations and applications and (d) Patents and Patent applications in each case in the name of Seller.

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**ARTICLE II
PURCHASE AND SALE**

Section 2.01. Purchase and Sale of Assets.

Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including, without limitation, the following:

REDACTED

(d) all Intellectual Property Assets and all Intellectual Property Licenses;

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(m) all goodwill and the going concern value of the Business.

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Section 3.02. Seller's Deliveries at Closing.

At the Closing, Seller and the Seller Principals, as applicable, shall execute or cause to be executed, as appropriate, and deliver the following, which documents and instruments shall be in form and substance reasonably acceptable to Buyer:

REDACTED

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(c) assignments in the form attached hereto as Exhibit C hereto (the "Intellectual Property Assignments") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer;

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Section 4.14. Intellectual Property.

(a) Section 4.14(a) of the Disclosure Schedules lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets included in clauses (a), (b), (c) and (e) of the definition of Intellectual

Property and a general description of the Intellectual Property Assets included in clause (d) of the definition of Intellectual Property that are not registered but that are material to the operation of the Business. All required filings and fees required to be made by Seller related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and no such filings or fees are necessary within 90 days after the Closing Date to maintain or renew any Intellectual Property Registrations, and all Intellectual Property Registrations are subsisting and unexpired, have not been abandoned and, to the Knowledge of Seller, are valid and enforceable. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

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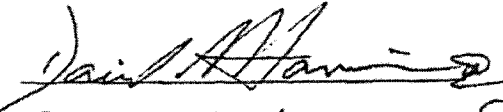
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed on the date first written above.

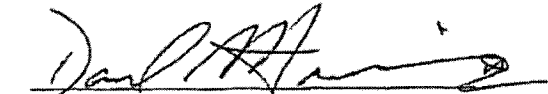
SELLER: DECORATING TO GO, INC.,
a Virginia corporation

By: 
Name: Ashton Harrison
Title: President

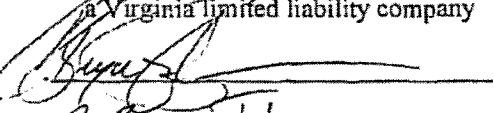
By: 
Name: DAVID A. HARRISON IV
Title: VP


SELLER PRINCIPALS


Ashton W. Harrison


David A. Harrison, IV

BUYER: SL NEWCO, LLC,
a Virginia limited liability company

By: 
Name: C. Bryan Johnson
Title: Chief Executive Officer

By: 
Name: Christopher S. Menasco
Title: President & Chief Operating Officer

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Section 4.14 Intellectual Property

Section 4.14(a). Registrations and Assets

"Shades of Light" -- Trademark Registration No. 2,806,246; 01/20/2004

"Rugs Under Foot" -- Trademark Registration No. 2,784,363; 11/18/2003 (lapsed)

"Decorating to Go" -- unregistered trademark

Section 4.14(c). Licenses

None.

Section 4.14(f). Seller's grants of license to others

None.

Section 4.14(g). Custom Computer Software

None.



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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into this 1st day of August, 2011, by and between Decorating to Go, Inc., a Virginia corporation (the "Seller"), and SL Newco, LLC, a Virginia limited liability company (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Seller and Buyer, Seller has agreed to sell, convey, assign and transfer to Buyer, which has agreed to purchase and assume the Purchased Assets, which include, without limitation, all rights to the United States (federal and state) and foreign trademarks (and goodwill associated therewith) and other trade names, service marks, logos, labels, trade dress, advertising and package designs, and other trade rights, whether or not registered, and all applications therefore, including, without limitation, the trade names and service marks listed on Exhibit A attached hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Intellectual Property").

WHEREAS, Section 2.01(d) of the Purchase Agreement requires Seller to assign to Buyer the Intellectual Property and the registrations and applications for registration therefore, and any related trademarks and trade names used in the business of Seller, whether or not registered, and, without limitation, as set forth on Exhibit A, together with all goodwill associated therewith, and all common law rights therein.

WHEREAS, in accordance with the terms and conditions of this Assignment, Seller has agreed to sell, convey, assign and transfer to Buyer all of Seller's right, title, and interest in the Intellectual Property used in Seller's business.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the matters hereinafter set forth below, it is agreed by the parties as follows:

1. Assignment. Seller does hereby sell, convey, irrevocably assign and transfer to Buyer, all of Seller's right, title, and interest, whether statutory or at common law (including but not limited to, all registration rights with respect to the Intellectual Property, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Intellectual Property throughout the world, including, without limitation, the right to claim priority and the right to any renewal or extension thereof, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims by Seller for damages by reason of past infringement of the Intellectual Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Continuing Obligation. From time to time, after the date hereof, Seller shall execute and deliver to Buyer any further instruments or agreements as reasonably requested by Buyer and take all reasonable action as may be necessary or appropriate to evidence the assumption by Buyer of the Intellectual Property being assigned by Seller in order to more effectively consummate the transactions contemplated by this Assignment. Seller and Buyer also agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to assist Buyer in obtaining, maintaining, issuing or enforcing its rights in the Intellectual Property.

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6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original copy of this Assignment, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of electronic transmission of such party's signature, or a photocopy of such electronic transmission, and such electronic signature shall be deemed to constitute the original signature of such party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

SELLER:

Decorating to Go, Inc.

By: Ashton W. Harrison
Name: Ashton W. Harrison
Title: President

COMMONWEALTH OF VIRGINIA)

)ss.

~~CITY/COUNTY OF~~ HENRICO)

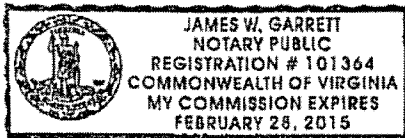
The foregoing Assignment was acknowledged before me on July 29, 2011, by Ashton W. Harrison, the President of Decorating to Go, Inc., a Virginia corporation on behalf of said corporation.

[Signature]

NOTARY PUBLIC

My Commission Expires: 02/28/2015


[SEAL]



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

BUYER:

SL Newco, LLC


By: 
Name: C. Bryan Johnson
Title: Chief Executive Officer

COMMONWEALTH OF VIRGINIA)

)ss.

CITY/COUNTY OF HENRICO)

The foregoing Assignment was acknowledged before me on July 29, 2011, by C. Bryan Johnson, the CEO of SL Newco, LLC, a Virginia limited liability company, on behalf of said limited liability company.



NOTARY PUBLIC

My Commission Expires: 02/28/2015

[SEAL]

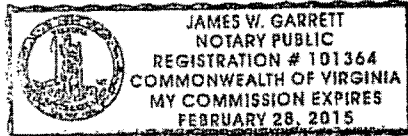


EXHIBIT A
INTELLECTUAL PROPERTY

Seller has rights to the following unregistered Intellectual Property identified below:

1. Shades of Light
2. Decorating to Go
3. Rugs Under Foot