

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
Armstrong Wood Products, Inc.		10/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ACProducts, Inc.
Street Address:	3550 Plano Parkway
City:	The Colony
State/Country:	TEXAS
Postal Code:	75056
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3499496	CHEFCENTER
Registration Number:	1567967	CUSHION TEC
Registration Number:	3521057	ELEMENTS
Registration Number:	3516884	ELEMENTS ORGANIZED SOLUTIONS
Registration Number:	3499495	KIDZONE
Registration Number:	3499494	KIDZONE
Registration Number:	3496350	CHEFCENTER

CORRESPONDENCE DATA

Fax Number: 8163331205

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: t.brownlee@wbbdlaw.com

Correspondent Name: Timothy R. Brownlee

Address Line 1: 401 W. 89th Street

Address Line 4: Kansas City, MISSOURI 64114

OP \$190.00 3499496

NAME OF SUBMITTER:	Timothy R. Brownlee
Signature:	/Timothy R. Brownlee/
Date:	12/11/2013
Total Attachments: 14 source=TM assignment docs#page1.tif source=TM assignment docs#page2.tif source=TM assignment docs#page3.tif source=TM assignment docs#page4.tif source=TM assignment docs#page5.tif source=TM assignment docs#page6.tif source=TM assignment docs#page7.tif source=TM assignment docs#page8.tif source=TM assignment docs#page9.tif source=TM assignment docs#page10.tif source=TM assignment docs#page11.tif source=TM assignment docs#page12.tif source=TM assignment docs#page13.tif source=TM assignment docs#page14.tif	

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "Agreement"), effective as of October 31, 2012 (the "Effective Date") is by and between Armstrong Wood Products, Inc., a Delaware corporation ("Seller"), and ACProducts, Inc., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the meanings given to those terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated September 24, 2012, by and among Buyer and Seller (the "Purchase Agreement"), Seller has agreed to sell, and Buyer has agreed to purchase, certain Purchased Assets of Seller; and

WHEREAS, it is contemplated by the Purchase Agreement that Seller execute and deliver this Agreement for the purpose of transferring the Purchased Assets to Buyer, and it is the desire of Buyer to execute and deliver this Agreement for the purpose of accepting all of such Purchased Assets;

NOW, THEREFORE, in consideration of the promises, the mutual promises and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale, Transfer and Assignment. Seller does hereby grant, bargain, sell, convey, assign, transfer and deliver unto Buyer, its successors and assigns, free and clear of any Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest in, to and under the assets of Seller used in the Business as currently conducted, including, without limitation, those assets set forth on Exhibit A (the "Purchased Assets"), to have and to hold all and singular the Purchased Assets hereby granted, bargained, sold, conveyed, transferred, assigned and delivered unto Buyer, its successors and assigns.

2. Acceptance. Buyer does hereby accept the foregoing grant, bargain, sale, conveyance, assignment, transfer and delivery of the Purchased Assets.

3. Further Assurances. Seller hereby covenants and agrees with Buyer, its successors and assigns, that from time to time after the delivery of this instrument, at Buyer's request and without further consideration, Seller will execute and deliver to Buyer such other and further instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and will do or cause to be done all and every such further act as may be necessary to transfer, assign and convey to and vest in Buyer all and singular the Purchased Assets hereby sold, conveyed, transferred, assigned and delivered to Buyer or intended so to be. No provision contained in this instrument shall be deemed to enlarge, amend or alter the terms or provisions of the Purchase Agreement.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each

counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, the parties hereto. It is agreed that facsimile signatures and electronically transmitted copies of this Agreement are effective.

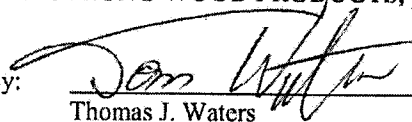
[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.

SELLER:

ARMSTRONG WOOD PRODUCTS, INC.

By:



Thomas J. Waters
Treasurer

BUYER:

ACPRODUCTS, INC.

By:

Paul Bamatter
President and Corporate Secretary

SIGNATURE PAGE
BILL OF SALE AND ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005171 FRAME: 0574

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.


SELLER:

ARMSTRONG WOOD PRODUCTS, INC.

By: _____
Thomas J. Waters
Treasurer

BUYER:

ACPRODUCTS, INC.

By: _____

Paul Bamatter
President and Corporate Secretary

SIGNATURE PAGE
BILL OF SALE AND ASSIGNMENT AGREEMENT

~~TRADEMARK~~
REEL: 005171 FRAME: 0575

Exhibit A

Purchased Assets

[See attached]

Section 2.01(a)

Business Assets

All Owned Real Property described in **Section 1.01** of the Disclosure Schedules except Nashua NH.

All equipment and fixed assets identified on the attached spreadsheet. (Spreadsheet currently in dataroom –7.2.3)

All Inventory.

All non-sales vehicles identified on the attached spreadsheet. (Spreadsheet currently in dataroom – 7.5.4)

All Permits and all pending applications therefore or renewals thereof, in each case to the extent transferable to Buyer.

All Books and Records.

All Assigned Intellectual Property listed in **Section 4.10** of the Disclosure Schedules.

All intangible rights and property of ACP, including going concern value and goodwill.

All mechanics liens in favor of ACP filed in the ordinary course of business.

Unless listed as Excluded Assets on **Section 2.02** of the Disclosure Schedules, all other assets of Seller related to the Business.

All artwork located at The Colony and any other Business Locations

All computer Hardware and equipment used principally in the Business

Section 4.10

Intellectual Property

Assigned Intellectual Property:

The registered trademarks to be assigned to Buyer and identified on the attached spreadsheet (Spreadsheet currently in dataroom – 6.2.1).

The unregistered trademarks to be assigned to Buyer and identified on the attached spreadsheet (Spreadsheet currently in dataroom – 6.2.2).

Licensed Intellectual Property:

Country/State	Mark	Ser. No.	Reg. No.	Goods/Services
USA	ARMSTRONG	76/515941	2,859,661	Kitchen cabinets and bathroom vanity units
USA	ARMSTRONG & Design (the “Circle A Armstrong Mark”)	76/515942	2,859,662	Kitchen cabinets and bathroom vanity units
LA	ARMSTRONG CABINET PRODUCTS	n/a	No Reg. No. in LA, Reg. Dates Jan. 23, 2002, Feb. 11, 2012	Sale of cabinets
NE	ARMSTRONG CABINET PRODUCTS	n/a	10099235	Merchandise not otherwise classified; advertising and business services; construction and repair services
NH	ARMSTRONG CABINET PRODUCTS	n/a	395966	Cabinet manufacturing
NE	ARMSTRONG CABINET PRODUCTS	n/a	10031952	Construction and repair services

The following unregistered trademarks will be licensed to Buyer pursuant to the terms of the Trademark License Agreement:

Trademark	Case Number/Subcase Country Name	Status Class(es)
ARMSTRONG CABINET PRODUCTS	All states other than LA, NE and NH	TM
ARMSTRONG ADVANTAGE PROGRAM	T6396/ United States of America Goods: CABINET RETAILER INCENTIVE PROGRAM	TM
ARMSTRONG CABINETS PINNACLE SERVICE	2009-A1/2 United States of America Goods: Providing customer service in the field of kitchen cabinets	TM
ARMSTRONG'S PINNACLE SERVICE	2009-A1U/ United States of America Goods: Providing customer service in the field of kitchen cabinets	TM

Third Party Licenses:

All license and other agreements referenced in Section 4.03 of the Disclosure Schedules.

Trademark List

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
BRUCE	363/	United States of America	73428114 31-May-1983		1287111 24-Jul-1984	Registered	24-Jul-2014
	<i>Class(es):</i>		<i>Attorney(s):</i>				
	<i>Client:</i> Armstrong Cabinet Products		<i>Client Ref:</i> 007181				
	<i>Agent Name:</i>		<i>Agent Ref:</i>				
	<i>Owner Name:</i> Armstrong Hardwood Flooring Company						
	<i>Goods:</i> Class : 20 Int. Furniture-namely, [bookcases-deleted], cabinets, [armoires and wall units-deleted]						
CHEFCENTER	T6378/	United States of America	76678620 22-Jun-2007	04-Dec-2007	3496350 02-Sep-2008	Registered	02-Sep-2018
	<i>Class(es):</i>		<i>Attorney(s):</i>				
	<i>Client:</i> Armstrong Cabinet Products		<i>Client Ref:</i>				
	<i>Agent Name:</i>		<i>Agent Ref:</i>				
	<i>Owner Name:</i> AWI Licensing Company						
	<i>Goods:</i> Class : 20 Int. Kitchen cabinets						

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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CHEFCENTER & design	T6386/	United States of America	76678621 22-Jun-2007	04-Dec-2007	3499496 09-Sep-2008	Registered 09-Sep-2018
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Class(es): Client: Armstrong Cabinet Products

Agent Name: Owner Name: AWI Licensing Company

Goods: Class : 20 Int. Kitchen cabinets

Available Images:

ChefCENTER design.US3499496

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Attorney(s): Client Ref: Agent Ref: Cleared 2/9/2007



Trademark List

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CUSHION TEC	391/ United States of America	73787467 20-Mar-1989	05-Sep-1989	1567967 28-Nov-1989	Registered 28-Nov-2019
	<i>Class(es):</i> <i>Client:</i> Armstrong Cabinet Products		<i>Attorney(s):</i>	<i>Client Ref:</i> 007181	
	<i>Agent Name:</i> <i>Owner Name:</i> Armstrong Hardwood Flooring Company		<i>Agent Ref:</i>		
	<i>Goods:</i> Class : 06 Int. Drawer systems, namely drawer guides				
ELEMENTS	T6380/ United States of America	76678618 22-Jun-2007	04-Dec-2007	3521057 21-Oct-2008	Registered 21-Oct-2018
	<i>Class(es):</i> <i>Client:</i> Armstrong Cabinet Products		<i>Attorney(s):</i>	<i>Client Ref:</i>	
	<i>Agent Name:</i> <i>Owner Name:</i> AWI Licensing Company		<i>Agent Ref:</i> Cleared 5/31/2007		
	<i>Goods:</i> Class : 20 Int. Kitchen cabinets				

TRADEMARK

Trademark

ELEMENTS ORGANIZED SOLUTIONS & design

Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
T6388/	United States of America	76678617 22-Jun-2007	04-Dec-2007	3516884 14-Oct-2008	Registered 14-Oct-2018

Class(es):

Client: Armstrong Cabinet Products

Agent Name:

Owner Name: AWI Licensing Company

Goods: Class : 20 Int.
Kitchen cabinets

Attorney(s):

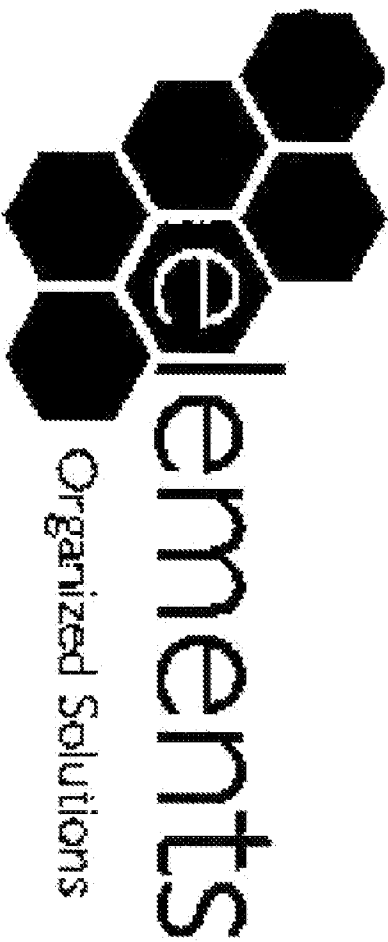
Client Ref:

Agent Ref: Cleared 5/31/2007

Available Images:

ELEMENTS ORGANIZED SOLUTIONS design US3516884

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Trademark List

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
KIDZONE	T6379/	United States of America	76678619 22-Jun-2007	04-Dec-2007	3499495 09-Sep-2008	Registered 09-Sep-2018

Class(es):

Client: Armstrong Cabinet Products

Agent Name:

Owner Name: AWI Licensing Company

Goods: Class : 20 Int.
Kitchen cabinets

Attorney(s):

Client Ref:

Agent Ref: Cleared 2/9/2007

TRADEMARK

Trademark

KIDZONE & design

Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
T6387/ United States of America	76678616 22-Jun-2007	04-Dec-2007	3499494 09-Sep-2008	Registered 09-Sep-2018

Class(es):

Client: Armstrong Cabinet Products

Agent Name:

Owner Name: AWI Licensing Company

Goods: Class : 20 Int.
Kitchen cabinets

Attorney(s):

Client Ref:

Agent Ref: Cleared 2/9/2007

Available Images:

KIDZone design US3499496

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