

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| THRO, Ltd. | | 01/10/2014 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Jimco Lamp & Manufacturing Company | | |
| Street Address: | Highway 63 North | | |
| Internal Address: | P.O. Box 490 | | |
| City: | Bono | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 72416 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3606481 | WINDO | |
| Registration Number: | 3360163 | THRO HOME | |
| Registration Number: | 2581486 | THRO | |
| Registration Number: | 3861657 | SLEEP OVER | |
| Registration Number: | 3340528 | OLIVIA'S ROOM | |
| Registration Number: | 3021571 | MARLO LORENZ | |
| Registration Number: | 3911714 | LIVE COZY | |
| Registration Number: | 3723705 | BLANKCOAT | |
| Registration Number: | 4291361 | BELLE MAISON BEAUTIFUL HOME BIENVENUE AN | |
| Serial Number: | 86115650 | LIVE BEACHY. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2162410816 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

CH \$265.00 3606481

via US Mail.

Phone: 216-622-8200
Email: ipdocket@calfee.com
Correspondent Name: Ryan W. Falk
Address Line 1: Calfee, Halter & Griswold LLP
Address Line 2: 1405 East 6th St., The Calfee Building
Address Line 4: Cleveland, OHIO 44114-1607

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 30275/04107 |
| NAME OF SUBMITTER: | Carol A. Costanza |
| Signature: | /carol a. costanza/ |
| Date: | 01/13/2014 |

Total Attachments: 4
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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS, dated as of January 10, 2014 (this "Assignment of Marks"), is being executed and delivered by THRO, Ltd., a New York corporation ("Seller"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), by and among Seller, Marlo Lorenz and Malte Lorenz, individuals and the holders of all of the capital stock of Seller, Jimco Lamp & Manufacturing Company, an Ohio corporation ("Buyer") and Home Decor Holding Company, an Ohio corporation and parent company of Buyer. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller is selling, transferring, conveying, assigning and delivering to Buyer, and Buyer is purchasing and acquiring from Seller, the Business Intellectual Property, including, but not limited to, those certain marks that are Purchased Assets covered by the applications and registrations identified on Schedule A attached hereto (the "Marks"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller is required to deliver this Assignment of Marks to Buyer at Closing.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby sell, transfer, convey, assign and deliver to Buyer all right, title and interest in and to (i) the Marks, (ii) all registrations and/or applications for registration of the Marks worldwide, including but not limited to those identified on Schedule A hereto, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, (iv) all rights of action arising from the Marks, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Buyer for its own use and benefit and for its successors and assigns as the same would have been held by Seller had this assignment not been made and (v) the goodwill of the Business symbolized by the Marks.

Seller agrees with Buyer that Seller will, whenever and as often as required to do so by Buyer, execute, acknowledge and deliver any and all such other and further acts, deeds, conveyances, transfers, assignments and any instruments of further assurance, approvals and consents as Buyer and its successors or assigns may hereafter deem reasonably necessary or proper to complete, insure and perfect the sale, transfer, conveyance, assignment and delivery to Buyer, and its successors and assigns, of all the right, title and interest of Seller in and to such Marks, all without further consideration, but at the expenses of Buyer.

To the extent there is a conflict between the terms and provisions of this Assignment of Marks and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern and control.

The exchange of copies of this Assignment of Marks and of signature pages by facsimile transmission or electronic mail in .PDF format shall constitute effective execution and delivery of this Assignment of Marks and may be used in lieu of the original for all purposes (and such signatures transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes).

[Signature Page Follows]

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IN WITNESS WHEREOF, Seller has caused this Assignment of Marks to be duly executed as of the date first written above.

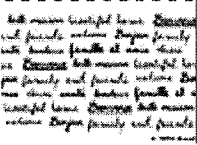
THRO, LTD.

By: Malte Lorenz
Name: Malte Lorenz
Title: v. pres.

Schedule A

| Trademark | Country | Application No./ Registration No. |
|--|----------------|--|
| WINDO (Stylized)  | US | SN:77-078978 RN:3,606,481 |
| THRO HOME | US | SN:76-632668 RN: 3,360,163 |
| THRO (Stylized)  | US | SN:76-185175 RN:2,581,486 |
| SLEEP OVER (Stylized)  | US | SN:77-721009 RN:3,861,657 |
| OLIVIA'S ROOM | US | SN:76-632669 RN:3,340,528 |
| MARLO LORENZ | US | SN:76-592457 RN:3,021,571 |
| LIVE COZY | US | SN:77-722682 RN:3,911,714 |
| BLANKCOAT | US | SN:77-681337 RN:3,723,705 |

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| Trademark | Country | Application No./ Registration No. |
|---|---------|--------------------------------------|
| <p>BELLE MAISON BEAUTIFUL HOME BIENVENUE AND FRIENDS WELCOME BONJOUR FAMILY ANTE BONHEUR FAMILLE ET AMIS CHEERS UNE BIENVENUE A THRO BRAND (Stylized)</p>  | US | <p>SN:85-600821 RN:4,291,361</p> |
| LIVE BEACHY | US | SN: 86-115650 |
| THRO | China | RN: 6457025 |
| THRO | China | RN: 6457026 |
| MARLOLORENZ | China | RN: 6457487 |
| MARLO LORENZ | China | RN: 6457024 |

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