

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smith & Noble, LLC		05/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smith+Noble Home, Inc.		
<b>Street Address:</b>	1181 California Avenue		
<b>City:</b>	Corona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92881		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1870878	SMITH + NOBLE	
<b>Registration Number:</b>	1870879	WINDOWARE	
<b>Registration Number:</b>	2441084	AMERICA'S LEADING RESOURCE FOR WINDOW TR	
<b>Registration Number:</b>	2534870	SMITH + NOBLE	
<b>Registration Number:</b>	2906920	SMITH + NOBLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038630223		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3038639700		
<b>Email:</b>	mtrudell@sheridanross.com		
<b>Correspondent Name:</b>	Miriam D. Trudell, Sheridan Ross P.C.		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Arvada, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	7903-2		
<b>NAME OF SUBMITTER:</b>	Miriam D. Trudell		
<b>SIGNATURE:</b>	/miriam trudell/		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 5</b>			

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**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** is made and entered into and effective as of 12:00 a.m. (Pacific Daylight Time) on the 27<sup>th</sup> day of May, 2012 (the "Closing Date") by and among **Smith & Noble, LLC**, a Delaware limited liability company (the "Seller"); **Cornerstone Brands, Inc.**, a corporation organized and existing under the laws of the State of Delaware ("CBI"); **Smith+Noble Home, Inc.**, a newly formed Delaware corporation of which **Kenneth Constable** ("KC") and **Patrick Oland** ("PO") are the sole directors and officers ("Buyer")

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase from Seller, all of the assets of Seller which comprise the Business and utilize such assets to engage in the Business in substantially the same fashion as it was engaged in by Seller.

**NOW, THEREFORE**, in consideration of their respective covenants, obligations and understandings as set forth herein, the parties agree as follows:

**Article I**  
**Sale and Purchase of Assets**

1.1 **Purchased Assets.**

(a) Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all liens, claims, encumbrances, rights, and equities of others, except for any liens, claims and encumbrances described in Section 1.3 below, all of the assets, properties and rights used in or useful for the conduct of, or pertaining to, the Business, real and personal, tangible and intangible, of whatsoever nature or description, including without limitation, the following:

1. All machinery, equipment, accessories, tools, dies, furniture, furnishings, fixtures, office equipment, supplies, spare parts, vehicles, material-handling equipment, racks, shelves, manufacturing and other supplies, advertising, promotional and sampling materials, catalogs, displays, and all other tangible personal properties;
2. All inventory, including without limitation materials and components, work-in-process, finished goods and goods in transit;
3. All accounts receivable including list rental fees, prepayments and outstanding deposits, including, but not limited to, the security deposit under all lease agreements; provided, however, accounts receivable shall not include any customer deposits and advances with respect to customer orders placed prior to 12:00 a.m. (Pacific Daylight Time) on the Closing Date;
4. All of Seller's rights, title and interest in and to those contracts, leases, instruments, commitments, undertakings and other agreements and legally binding arrangements, whether oral or in writing, relating to the Business, including but not limited to those specific contracts listed on Schedule 1.1(a) attached hereto (collectively, the "Assigned Contracts"); which Assigned Contracts specifically include that certain lease for the real property commonly referred to as 1181 California Avenue, Corona, California, dated September 27, 2000, and as amended, by and between the Seller and Calave Partners (the "Leased Premises");
5. All of Seller's rights, title and interest to each lease, license, contract, agreement, purchase order, or commitment to which Seller or the Business is a party or an intended beneficiary;
6. All Intellectual Property as described in Section 3.6 of this Agreement and on Schedule 3.6 attached hereto, including, but not limited to, all patents, copyrights, trademarks, trade names and service marks, and all applications therefor and all goodwill symbolized by or associated with such trademarks, trade names and service marks as utilized by or in connection with the Business; and specifically, and without limitation to the foregoing all of Seller's rights, title and interest in and to the trade names "Smith & Noble", "Smith + Noble" and all related iterations thereof;
7. All chattel paper, general intangibles, franchises, registrations and approvals, transferable computer software, customer lists, books, records, data, formulae, know-how, technology, inventions, trade secrets and goodwill;
8. All rights under express or implied warranties and indemnities from suppliers with respect to any item being transferred to the Buyer hereunder;

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

BUYER:

SMITH & NOBLE HOME, INC.

By:   
Name: KENNETH CONSTABLE  
Title: President

SELLER:

SMITH & NOBLE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CBI:

CORNERSTONE BRANDS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

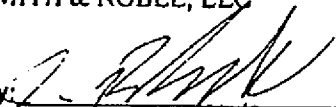
BUYER:

SMITH & NOBLE HOME, INC.

By: \_\_\_\_\_  
Name: KENNETH CONSTABLE  
Title: President

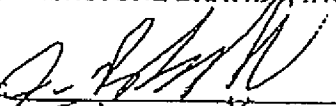
SELLER:

SMITH & NOBLE, LLC

By:  \_\_\_\_\_  
Name: Jim Pelcar  
Title: Secretary / Treasurer

CBI:

CORNERSTONE BRANDS, INC.

By:  \_\_\_\_\_  
Name: Jim Pelcar  
Title: CFO

Schedule 3.6  
Intellectual Property

Patents:  
none

Trademarks:

U.S.

REGISTRATION NO.	MARK	STATUS
1870878	SMITH + NOBLE	Registered
1870879	WINDOWARE	Registered
2441084	AMERICA'S LEADING RESOURCE FOR WINDOW TREATMENT	Registered
2534870	SMITH + NOBLE	Registered
2906920	SMITH + NOBLE	Registered
2534871	WINDOW ELEMENTS	Registered - waiting for notice of abandonment
2534872	WINDOWARE	Registered - waiting for notice of abandonment
3428916	SHOPBLINDS.COM	Registered

Foreign

COUNTRY	REGISTRATION NO.	MARK	STATUS
CN	4698199	SMITH + NOBLE	REGISTERED
CN		SMITH + NOBLE	REGISTERED
CN	4698201	SMITH + NOBLE	REGISTERED
CN	4968842	SMITH + NOBLE	REGISTERED
CN	4867188	SMITH + NOBLE (in Chinese characters)	REGISTERED
CN	5112639	SMITH + NOBLE (in Chinese characters)	REGISTERED
CN	4867189	SMITH + NOBLE (in Chinese characters)	REGISTERED
CN	4867190	SMITH + NOBLE (in Chinese characters)	REGISTERED
CN	4698197	JESSITT GOLD INTERIORS	REGISTERED; MARKED FOR ABANDONMENT
CN	4698198	JESSITT GOLD INTERIORS	REGISTERED; MARKED FOR ABANDONMENT