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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM306470

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DECORATOR INDUSTRIES, INC.		04/13/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	DI, LLC	
Street Address:	1400 East Ash St.	
Internal Address:	P.O. Box 432	
City:	Abbotsford	
State/Country:	WISCONSIN	
Postal Code:	54405	
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3443003	DI
Registration Number:	3571164	DECORATOR INDUSTRIES
Registration Number:	0816679	DECORATOR INDUSTRIES

CORRESPONDENCE DATA

Fax Number: 7158398609

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.

Phone: 7158397786

Email: abourget@wrpr.com
Correspondent Name: Anthony J. bourget

Address Line 1: 3624 Oakwood Hills Pkwy

Address Line 2: P.O. Box 1030

Address Line 4: Eau Claire, WISCONSIN 54702

ATTORNEY DOCKET NUMBER:	101944.0005 DI AND DESIGN
NAME OF SUBMITTER:	Anthony J. bourget
SIGNATURE:	/anthony j bourget/
DATE SIGNED:	06/03/2014
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Total Attachments: 3

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TRADEMARK REEL: 005295 FRAME: 0053

ASSIGNMENT OF TRADE NAMES AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADE NAMES AND DOMAIN NAMES, ("Assignment") is made by Decorator Industries, Inc., a Pennsylvania corporation, as debtor-in-possession under Chapter 11pursuant to *Case No. 11-37641-BKC-JKO* pending in the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division (the "Bankruptcy Court"), whose address is 12240 SW 53rd Street, Suite 502, Cooper City, Florida 33330-3313 (the "Assignor"), in favor of DI, LLC, a Wisconsin limited liability company, ("Assignee"), and is delivered pursuant to that certain Agreement for Purchase and Sale of Assets dated March 2, 2012, by and between the Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms that are used in this Agreement without definition shall have the meanings that they are given in the Asset Purchase Agreement.

For value received, the Assignor hereby sells, transfers, assigns and conveys to Assignee, to have and to hold forever, all of Assignor's right, title and interest in the trade names and domain names listed on the attached **Exhibit "A"** (the "Marks"), if any, together with the goodwill of the Assignor's business symbolized by the marks and all registrations and applications for registrations of the Marks, for Assignee's own use and for the use of its successors and/or assigns.

Except as specifically set forth in this Agreement, Assignor makes no representations or warranties of any kind whatsoever, express or implied, with respect to any matter, including without limitation, the value of the Marks (or any portion thereof), or any income to be derived or expenses to be incurred in connection with the Marks, the merchantability or fitness of any of the Marks for any particular purpose, or any other matters. Without limiting the foregoing, Assignor hereby disclaims any warranty, express or implied, of merchantability or fitness for any particular purposes as to any portion of the Marks. Assignee further acknowledges that Assignee has conducted an independent inspection and investigation of the Marks and all such other matters relating to or affecting the Marks as Assignee deemed necessary or appropriate and that in proceeding with its acquisition of the Marks, except for the representations and warranties expressly set forth in this Assignment, Assignee is doing so based upon such independent inspections and investigations and will accept the Marks at closing "As Is", "Where Is" and "With All Faults."

The Assignee hereby accepts this Assignment and assumes all rights, obligations, terms, covenants, conditions, executory obligations, liability, including but not limited to monies due, in regards to the Marks from and after the date of this Assignment. Assignee shall execute this Assignment for purposes of confirming and agreeing to the terms and conditions of this Assignment and assumption of all obligations and liability under the Marks as of the execution of this Assignment.

TRADEMARK REEL: 005295 FRAME: 0054 The Assignee agrees to indemnify, defend and hold harmless the Assignor from and against any and all losses, liabilities, damages, demands, claims, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees asserted against, imposed upon or incurred or suffered by the Assignor, directly or indirectly, as a result of, or based upon or arising from any breach or nonfulfillment of any of the terms, covenants, conditions or obligations of the Marks by Assignee as of the execution of this Assignment.

This Assignment is subject, conditioned and made strictly pursuant to the terms and conditions of that certain Bankruptcy Court Order Granting Motion for Entry of Order Pursuant to Section 105, 363 And 3650f the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 (A) Approving The Sale Of Assets to DI, LLC Pursuant to the Terms of the Purchase and Sale of Assets Agreement Dated March 2, 2012, Or a Higher and better Bidder (B) Authorizing the Debtor to Consummate the Sale of Such Assets Free and Clear of All Liens, Claims, and Encumbrances, With All Such Liens, Claims, and Encumbrances to Attach to the Proceeds Thereof (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (D) Authorizing the Debtor to Disburse the Sale Proceeds from Such Sale to Crestmark Bank; and (E) Granting Related Relief entered on April 5, 2012 [D.E.259].

The Assignor hereby acknowledges and agrees that, at Assignee's request and without further consideration, the Assignor shall execute, acknowledge and deliver, at Assignee's sole cost and expense, any further documents and instruments and perform any further acts that Purchaser reasonably requests to vest in Purchaser all of Assignor's interest in and to the Marks.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment of trade Names and Domain Names to be executed on this _____ day of April, 2012.

DECORATOR INDUSTRIES, INC.,

William A. Johnson, President and

Chief Executive Officer

TRADEMARK REEL: 005295 FRAME: 0055

EXHIBIT "A"

Trade names: Decorator Industries name

DI logo

DI marketing materials, samples, show booth

Domain Names:

www.decoratorindustries.com

www.decind.com

TRADEMARK REEL: 005295 FRAME: 0056

RECORDED: 06/03/2014