

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koroseal Interior Products, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brewster Wallpaper Corp.		
Street Address:	67 Pacella Park Drive		
City:	Randolph		
State/Country:	MASSACHUSETTS		
Postal Code:	02368		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2169364	CHESAPEAKE WALLCOVERINGS CORPORATION	
Registration Number:	2163812	CHESAPEAKE WALLCOVERINGS CORPORATION	
Registration Number:	3486564	CHESAPEAKE'S CRAZY ABOUT KIDS	
Registration Number:	3253596	CHESAPEAKE'S KITCHEN AND BATH ESSENTIALS	
Registration Number:	3537630	EASY ACCENT PEEL & STICK APPLIQUÉS	
Registration Number:	3496396	EASY-MATCH	
Registration Number:	3357375	EASY-WALLS	
Registration Number:	3092241	FAMILY AND FRIENDS	
Registration Number:	3768250	FIELD GUIDE	
Registration Number:	3609941	GRAND ESTATES	
Registration Number:	3253595	GROWING UP WITH CHESAPEAKE	
Registration Number:	3139982	HANGS IN MINUTES, REMOVES IN SECONDS	
Registration Number:	3648262	NATURAL LIVING	
Registration Number:	3747137	QUINTESSENTIAL	
Registration Number:	3626433	STUDIO VUE	
Registration Number:	3609753	SUNDAY MORNING	
CORRESPONDENCE DATA			
Fax Number:	2162410816		

CH \$415.00 2169364

TRADEMARK

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: 216-622-8200
Email: ipdocket@calfee.com
Correspondent Name: Tara A. Kastelic
Address Line 1: Calfee, Halter & Griswold LLP
Address Line 2: The Calfee Building, 1405 East Sixth St.
Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	36859/04000
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NAME OF SUBMITTER:	Tara A. Kastelic
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SIGNATURE:	/Tara A. Kastelic/
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DATE SIGNED:	02/26/2015
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of December 9, 2014 (“Effective Date”), by and between Koroseal Interior Products, LLC, a Delaware limited liability company, (“Assignor”), and Brewster Wallpaper Corp., a Massachusetts corporation (“Assignee”).

WHEREAS, RJF International Corporation, an Ohio corporation (“RJF”), and Assignee are parties to that certain Wallcovering Distributor and Intellectual Property Transfer Agreement, dated January 8, 2014 (“IP Transfer Agreement”);

WHEREAS, Assignor and RJF are parties to that certain Asset Purchase Agreement, dated March 14, 2014, by and between Assignor, RJF, Ecofusion, LLC and other parties thereto (“Purchase Agreement”), pursuant to which the Transferred IP (as defined below) and the IP Transfer Agreement were assigned to Assignor; and

WHEREAS, pursuant to the IP Transfer Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the intellectual property rights set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Intellectual Property: “Transferred IP” means all intellectual property rights in the “Products” in the “Transferred Collections” as those terms are defined in the IP Transfer Agreement, including all rights under or in connection with all patents, patent applications, copyrights (including, without limitation, as set forth in Schedule C), copyright applications, trademarks (including, without limitation, as set forth in Schedule B), trademark applications, service marks, service mark applications, trade names, trade name applications, mask works, trade secrets, licenses, designs, design rights, engravings and design libraries, customer lists, website domain names (including, without limitation, as set forth in Schedule A), licenses from third parties related to the Products in the Transferred Collections (including, without limitation, as set forth in Schedule D) (the “Third Party Licenses”) and all other intellectual property rights with respect to any of the Products in the Transferred Collections, and the goodwill associated with the rights referred to in the foregoing. Notwithstanding anything to the contrary, Transferred IP does not include: (i) any intellectual property rights relating to any fabric-backed, vinyl wallcovering patterns or collections, and (ii) any product manufactured directly by RJF, Assignor or either of their successors in interest in their respective factories, other than sampling and the brand names under which such Product is sold.
2. Assignment: Assignor hereby irrevocably assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, free and clear of liens, the entire right, title, and interest in and

to the Transferred IP for the United States and all foreign countries, including, without limitation, all registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Transferred IP); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Transferred IP; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Transferred IP.

Notwithstanding anything to the contrary, nothing in this Agreement shall change or alter the rights and obligations of the parties in the IP Transfer Agreement, including Assignee's obligations set forth in Sections 3.4 and 3.5 thereof.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the United States Copyright Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Transferred IP.

Assignor agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transfers and assignments contemplated by this Agreement. Without limiting the foregoing, Assignor agrees to cooperate with Assignee in obtaining the written consents of parties to the Third Party Licenses to the assignment of such licenses to Assignee to the extent consent is required thereunder.

3. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.
4. Counterparts: This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

KOROSEAL INTERIOR PRODUCTS, LLC

By: *Richard W. Runkel*
Name: RICHARD W. RUNKEL
Title: PRESIDENT & CEO

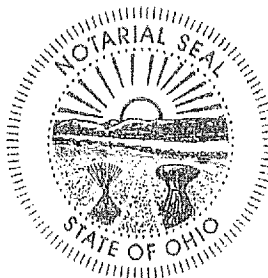
State of OHIO }
County of SUMMIT } SS.:

On DEC. 4, 2014, before me, DONNA SHEPPARD, personally appeared RICHARD W. RUNKEL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of OHIO that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Donna Sheppard



DONNA SHEPPARD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
4-22-17
Recorded in
Medina County

[Signature page to Intellectual Property Assignment Agreement]

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TRADEMARK
REEL: 005467 FRAME: 0952

ASSIGNEE:

BREWSTER WALLPAPER CORP.

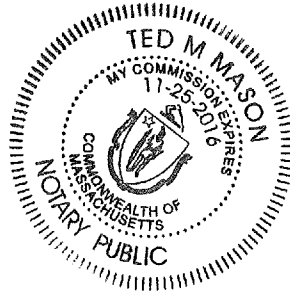
By: Peter Ciaccia
Name: Peter J. Ciaccia
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 3rd day of December, 2014, before me, the undersigned notary public, personally appeared Peter Ciaccia, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Brewster Wallpaper Corp.

[Handwritten Signature]

Notary Public
My Commission Expires:
(Official Signature and Seal of Notary)



[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE B

Trademarks - Brewster

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Country
75/281,021	2,169,364	6/30/1998	Chesapeake Wallcoverings Corporation & Design	US
75/281,022	2,163,812	6/9/1998	Chesapeake Wallcoverings Corporation	US
78/967,848	3,486,564	8/12/2008	Chesapeake's Crazy About Kids	US
78/946,607	3,253,596	6/19/2007	Chesapeake's Kitchen and Bath Essentials	US
77/062,177	3,537,630	11/25/2008	Easy Accent Peel & Stick Appliques & Design	US
77/022,962	3,496,396	9/2/2008	Easy-Match	US
78/712,308	3,357,375	12/18/2007	Easy-Walls	US
78/402,365	3,092,241	5/16/2006	Family and Friends	US
77/465,711	3,768,250	3/30/2010	Field Guide	US
77/389,722	3,609,941	4/21/2009	Grand Estates	US
78/946,603	3,253,595	6/19/2007	Growing Up With Chesapeake	US
78/431,140	3,139,982	9/5/2006	Hangs in Minutes, Removes in Seconds	US
77/299,746	3,648,262	6/30/2009	Natural Living	US
77/066,536	3,747,137	2/9/2010	Quintessential	US
77/589,528	3,626,433	5/26/2009	Studio Vue	US
77/355,081	3,609,753	4/21/2009	Sunday Morning	US

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