

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDS IP Holding, LLC		05/31/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Creative Touch Interiors, Inc.		
Street Address:	1775 BRIGHTSEAT ROAD		
City:	LANDOVER		
State/Country:	MARYLAND		
Postal Code:	20795		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4406141	CREATIVE TOUCH INTERIORS	
Registration Number:	3911575	TOTAL CHOICE ADVANTAGE PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
	<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>		
Phone:	(858)720-8900		
Email:	JSalen@SheppardMullin.com, Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	Jesse A. Salen		
Address Line 1:	Sheppard Mullin Richter & Hampton LLP		
Address Line 2:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
NAME OF SUBMITTER:	Jesse A. Salen		
SIGNATURE:	/Jesse A. Salen/		
DATE SIGNED:	06/14/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of May 31, 2016 by and between HDS IP Holding, LLC, a Nevada limited liability company (“HDS”), and Creative Touch Interiors, Inc., a Maryland corporation (the “Company”).

RECITALS

WHEREAS, HDS owns the sole and exclusive right, title and interest in the trademarks listed on the attached Exhibit A (the “Assigned Marks”); and

WHEREAS, HDS desires to assign to the Company its entire right, title, and interest in and to the Assigned Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. HDS hereby assigns, transfers, and sets over to the Company, and its lawful successors and assigns, HDS’s entire right, title, and interest in and to (a) the Assigned Marks, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for the Assigned Marks together with the business or portion thereof to which the Assigned Marks apply, which business is ongoing and existing, (d) all income, royalties, damages and payments in respect of the Assigned Marks, and (e) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Marks.
2. Authorizations. HDS hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Company as the assignee and owner of the Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Power of Attorney.

(a) HDS hereby constitutes and appoints the Company, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (A) this Trademark Assignment Agreement, all certificates and other instruments and all amendments thereof; and (B)

all instruments which the parties deems necessary or appropriate to reflect any amendment, change, modification or restatement of this Agreement approved in accordance with its terms.

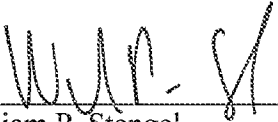
(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of each party hereto.

4. HDS hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as the Company or its successors or assigns may deem reasonably necessary to secure for the Company or to its successors or assigns, or to evidence the rights, hereby transferred.
5. The designation of the Company as the recipient of the Assigned Marks shall not relieve Interior Specialists, Inc., a California corporation (“Buyer”), of any of its obligations or liabilities under the Purchase Agreement, dated as of April 15, 2016, between Buyer, HDS, and HD Supply, Inc., a Delaware corporation.
6. HDS hereby agrees that this Trademark Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
7. HDS hereby agrees, without further consideration, that any breach of any provision of this Trademark Assignment Agreement shall not constitute a waiver of other obligations hereunder, nor shall it be considered as a future or continuing waiver of the same provision of this Trademark Assignment Agreement.
8. This Trademark Assignment Agreement may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

HDS IP Holding, LLC

By: 
Name: William P. Stengel
Title: Vice President

Creative Touch Interiors, Inc.

By: _____
Name: Robert Hess
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

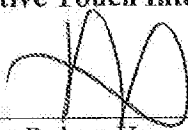
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Title: Vice President

Creative Touch Interiors, Inc.

By:  _____
Name: Robert Hess
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005813 FRAME: 0071

Exhibit A

Trademark	Jurisdiction	Status	Reg. No.	Reg. Date
CREATIVE TOUCH INTERIORS	Federal US	Registered	RN: 4406141	9/24/2013
TOTAL CHOICE ADVANTAGE PROGRAM	Federal US	Registered	RN: 3911575	1/25/2011