

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Shade Store, LLC		01/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pondfield Capital, LLC, as agent		
<b>Street Address:</b>	405 LEXINGTON AVE, 53RD FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78626316	THE SHADE STORE	
<b>Serial Number:</b>	78609624	THE SHADE STORE	
<b>Serial Number:</b>	77351682	THE SHADE STORE	
<b>Serial Number:</b>	77351371	THE SHADE STORE	
<b>Serial Number:</b>	85481242	THE SHADE STORE	
<b>Serial Number:</b>	77049603	CUSTOM MADE SIMPLE	
<b>Serial Number:</b>	85180003	PRETTY SIMPLE	
<b>Serial Number:</b>	85180055	WHAT'S ON YOUR WINDOWS?	
<b>Serial Number:</b>	85481236	CUSTOM MADE SIMPLE	
<b>Serial Number:</b>	85536345	MEASURING MADE SIMPLE	
<b>Serial Number:</b>	85193931	THE BED STORE	
<b>Serial Number:</b>	85193955	THE SOFA STORE	
<b>Serial Number:</b>	86691276	YOUR VIEW IS ABOUT TO CHANGE	
<b>Serial Number:</b>	86301150	FROM OUR WORKROOM TO YOUR WINDOW	
<b>Serial Number:</b>	86569054	BRING YOUR STYLE INTO VIEW	
<b>Serial Number:</b>	85961508	CHANGE YOUR VIEW	
<b>Serial Number:</b>	86698748	BEHIND THE CURTAIN	
<b>Serial Number:</b>	86813709	LIGHT BY THE SHADE STORE	
<b>Serial Number:</b>	86771732	WINDOW DÉCOR TO FIT ANY STYLE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	86842540	GLOWE BY THE SHADE STORE
Serial Number:	86671772	EVERY WINDOW DESERVES TO FEEL PRETTY
Serial Number:	86671763	WE FOUND OUR INSPIRATION. WHERE WILL YOU
Serial Number:	86717784	GUILTY PLEASURES MADE POSSIBLE BY THE SH
Serial Number:	86925633	PRETTY SIMPLE
Serial Number:	86954107	SOHO SHADE COMPANY
Serial Number:	87134491	THE SHADE STORE
Serial Number:	87134488	THE SHADE STORE

**CORRESPONDENCE DATA**

**Fax Number:** 713226397  
*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:** 7132266000  
**Email:** TMMail@porterhedges.com  
**Correspondent Name:** Jonathan Pierce  
**Address Line 1:** P.O. Box 4744  
**Address Line 4:** Houston, TEXAS 77210-4744

<b>NAME OF SUBMITTER:</b>	Jonathan Pierce
<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	01/13/2017

**Total Attachments: 27**

- source=Executed Patent and Trademark Security Agreement - The Shade Store, LLP#page1.tif
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 10, 2017 (the “**Agreement**”), by and between THE SHADE STORE, LLC, a Delaware limited liability company (“**Debtor**”), and PONDFIELD CAPITAL, LLC, a Delaware limited liability company (“**Pondfield Capital**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, “**Borrowers**”), the guarantors from time to time party to the Loan Agreement (collectively, “**Guarantors**”), Pondfield Capital and the other lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising (provided that no security interest shall be granted in, and IP Collateral shall be deemed to exclude, any United States intent-to-use trademark applications to the extent that, and so long as, creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein):

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles (but including and giving effect to Section 5-1401 of the New York General Obligations Law).

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties have executed and delivered this Patent and Trademark Security Agreement as of the date first written above.

**DEBTOR:**

**THE SHADE STORE, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Gerald Bennett  
Title: Chief Financial Officer

**SECURED PARTY:**



**PONDFIELD CAPITAL, LLC**

a Delaware limited liability company,  
as Agent

By: Deerpath Capital Management, LP,  
its Investment Manager

By:   
Name: Anish Bahl  
Title: Chief Financial Officer

**A. U.S. TRADEMARK REGISTRATIONS**


Mark	Reg. Info		Goods/Services
<p><b>1. THE SHADE STORE and DESIGN</b></p> 	<p>Reg. No.: 3102453</p> <p>Reg. Date: June 6, 2006</p> <p><b>Supplemental Register*</b></p>		<p>Retail services, namely, online retail store services featuring window blinds, curtains, decorative window treatments, and related goods. (Class 35)</p>
<p><b>2. THE SHADE STORE</b></p>	<p>Reg. No. 3102449</p> <p>Reg. Date: June 6, 2006</p> <p><b>Supplemental Register</b></p>		<p>On-line retail store services featuring window blinds, curtains, decorative window treatments, and related goods (Class 35)</p>
<p><b>3. THE SHADE STORE and DESIGN</b></p> 	<p>Reg. No.: 3559897</p> <p>Reg. Date: January 13, 2009</p> <p><b>Incontestable Mark</b></p>		<p>On-line retail store services featuring window blinds, curtains, decorative window treatments and related goods. (Class 35)</p>

\*Supplemental Register-For descriptive marks, can transfer marks to Principal Register by establishing secondary meaning

\*\*Incontestability Date= date upon which documents can be filed in the Trademark Office to make the registration "incontestable"



**A. U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. Info		Goods/Services
<p><b>4. THE SHADE STORE</b></p>	<p>Reg. No.: 3559896 Reg. Date: January 13, 2009 Incontestable Mark</p>		<p>On-line retail store services featuring window blinds, curtains, decorative window treatments and related goods. (Class 35)</p>
<p><b>5. THE SHADE STORE and DESIGN</b></p> 	<p>Reg. No.: 4178868 Reg. Date: July 24, 2012</p>		<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades. (Class 6) Non-metal cornices. (Class 19) Window shades; window blinds; window coverings, namely, verticals; room dividers, namely, verticals; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24) Retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p><b>6. CUSTOM MADE SIMPLE</b></p>	<p>Reg. No.: 3313329 Reg. Date: October 16, 2007 Incontestable Mark</p>		<p>On-line retail store services, featuring window blinds, curtains and decorative window treatments. (Class 35)</p>
<p><b>7. PRETTY SIMPLE</b></p>	<p>Reg. No.: 3981588 Reg. Date: June 21, 2011</p>		<p>On-line journals, namely, blogs featuring home decoration, window treatments, curtains, residential style comment, criticism and advice. (Class 41)</p>

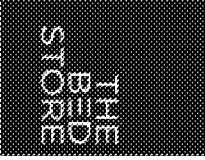
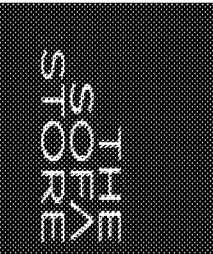
\*Supplemental Register-For descriptive marks, can transfer marks to Principal Register by establishing secondary meaning

\*\*Incontestability Date= date upon which documents can be filed in the Trademark Office to make the registration "incontestable"

A. U.S. TRADEMARK REGISTRATIONS			
Mark	Reg. Info	Goods/Services	
8. WHAT'S ON YOUR WINDOWS?	<u>Reg. No.:</u> 3981591  <u>Reg. Date:</u> June 21, 2011	On-line retail store services featuring window blinds, curtains, decorative window treatments and related accessories. (Class 35)	
9. CUSTOM MADE SIMPLE	<u>Reg. No.:</u> 4741513  <u>Reg. Date:</u> May 26, 2015	Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6) Non-metal cornices (Class 19) Window shades; window blinds; window coverings, namely, verticals; room dividers, namely, verticals; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24) Retail store services, featuring window blinds, curtains and decorative window treatments (Class 35)	
10. MEASURING MADE SIMPLE	<u>Reg. No.:</u> 4415482  <u>Reg. Date:</u> October 8, 2013	Retail and online store services in the field of window shades, draperies and related accessories and hardware. (Class 35)	

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**A. U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. Info		Goods/Services
<p align="center"><b>11. THE BED STORE and DESIGN</b></p> 	<p align="center"> <u>Reg. No.:</u> 4696139   <u>Reg. Date:</u> March 3, 2015                 </p>		<p align="center">Interior decoration consultation (Class 42)</p>
<p align="center"><b>12. THE SOFA STORE and DESIGN</b></p> 	<p align="center"> <u>Reg. No.:</u> 4696140   <u>Reg. Date:</u> March 3, 2015                 </p>		<p align="center">Interior decoration consultation (Class 42)</p>

\*Supplemental Register-For descriptive marks, can transfer marks to Principal Register by establishing secondary meaning  
 \*\*Incontestability Date= date upon which documents can be filed in the Trademark Office to make the registration 'incontestable' "

**A. U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. Info		Goods/Services
<p align="center"><b>13. YOUR VIEW IS ABOUT TO CHANGE</b></p>	<p align="center"> <u>Req. No.</u>                      4,893,114  <u>Req. Date:</u>                      Jan. 26, 2016                 </p>		<p align="center">Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p align="center"><b>14. FROM OUR WORKROOM TO YOUR WINDOW</b></p>	<p align="center"> <u>Req. No.:</u>                      4951983  <u>Req. Date:</u>                      May 03, 2016                 </p>		<p align="center">Retail and online retail store services in the field of window shades, draperies and related accessories and hardware (Class 35)</p>
<p align="center"><b>15. BRING YOUR STYLE INTO VIEW</b></p>	<p align="center"> <u>Req. No.</u>                      5023411  <u>Req. Date:</u>                      Aug. 16, 2016                 </p>		<p align="center">Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>

\*Supplemental Register-For descriptive marks, can transfer marks to Principal Register by establishing secondary meaning

\*\*Incontestability Date= date upon which documents can be filed in the Trademark Office to make the registration "incontestable"

**A. U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. Info		Goods/Services
<p><b>16. CHANGE YOUR VIEW</b></p>	<p><u>Reg. No.</u> 5054932 <u>Reg. Date:</u> October 4, 2016</p>		<p>On-line journals, namely, blogs featuring home decoration, window treatments, curtains, residential style comment, criticism and advice (Class 41)</p>

\*Supplemental Register-For descriptive marks, can transfer marks to Principal Register by establishing secondary meaning

\*\*Incontestability Date= date upon which documents can be filed in the Trademark Office to make the registration "incontestable"

**B. U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>App. Info.</u>	<u>Goods/Services</u>
<p><b>1. BEHIND THE CURTAIN</b></p>	<p><u>Serial No.</u> 86/698,748</p> <p><u>App. Date:</u> July 20, 2015</p>	<p>Brochures, informational cards, booklets, leaflets, informational flyers, informational sheets, pamphlets, all in the field of home decoration, residential style comment, criticism and advice, window blinds, window shades, curtains, draperies, decorative window treatments, and related accessories and hardware; postcards (Class 16)</p> <p>On-line retail store services featuring window blinds, curtains, decorative window treatments, and related goods; Retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p> <p>Online electronic newsletters delivered by email in the field of home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware; providing a website featuring blogs and non-downloadable publications in the nature of articles, brochures, informational flyers, informational sheets and pamphlets in the field of home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware; On-line journals, namely, blogs featuring home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware. (Class 41)</p>
<p><b>2. LIGHT BY THE SHADE STORE</b></p>	<p><u>Serial No.</u> 86/813,709</p> <p><u>App. Date:</u> Nov. 9, 2015</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6)</p> <p>Non-metal cornices (Class 19)</p> <p>Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20)</p> <p>Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24)</p> <p>Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>

**B. U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>App. Info.</u>	<u>Goods/Services</u>
<p><b>3. WINDOW DÉCOR TO FIT ANY STYLE</b></p>	<p><u>Serial No.</u> 86/771,732</p> <p><u>App. Date:</u> Sept. 29, 2015</p>	<p>Brochures, informational cards, booklets, leaflets, informational flyers, informational sheets, pamphlets, all in the field of home decoration, residential style comment, criticism and advice, window blinds, window shades, curtains, draperies, decorative window treatments, and related accessories and hardware; postcards (Class 16)</p> <p>On-line retail store services featuring window blinds, curtains, decorative window treatments, and related goods; Retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p> <p>Online electronic newsletters delivered by email in the field of home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware; providing a website featuring blogs and non-downloadable publications in the nature of articles, brochures, informational flyers, informational sheets and pamphlets in the field of home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware; On-line journals, namely, blogs featuring home decoration, residential style comment, criticism and advice, window blinds, curtains, decorative window treatments and related goods and hardware. (Class 41)</p>
<p><b>4. GLOWE BY THE SHADE STORE</b></p>	<p><u>Serial No.</u> 86/842,540</p> <p><u>App. Date:</u> Sept. 29, 2015</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6)</p> <p>Non-metal cornices (Class 19)</p> <p>Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20)</p> <p>Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24)</p> <p>Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>

**B. U.S. TRADEMARK APPLICATIONS**


<u>Mark</u>	<u>App. Info.</u>	<u>Goods/Services</u>
<p align="center"><b>5. EVERY WINDOW DESERVES TO FEEL PRETTY</b></p>	<p align="center"><u>Serial No.</u> 86/671,772 <u>App. Date:</u> June 23, 2015</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6) Non-metal cornices (Class 19) Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24) Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p align="center"><b>6. WE FOUND OUR INSPIRATION. WHERE WILL YOU FIND YOURS?</b></p>	<p align="center"><u>Serial No.</u> 86/671,763 <u>App. Date:</u> June 23, 2015</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6) Non-metal cornices (Class 19) Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24) Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p align="center"><b>7. GUILTY PLEASURES MADE POSSIBLE BY THE SHADE STORE</b></p>	<p align="center"><u>Serial No.</u> 86/717,784 <u>App. Date:</u> Aug 7, 2015</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6) Non-metal cornices (Class 19) Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24) Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>



**B. U.S. TRADEMARK APPLICATIONS**


<u>Mark</u>	<u>App. Info.</u>	<u>Goods/Services</u>
<p align="center"><b>8. PRETTY SIMPLE</b></p>	<p align="center"><u>Serial No.</u> 86/925,633</p> <p align="center"><u>App. Date:</u> March 2, 2016</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6)</p> <p>Non-metal cornices (Class 19)</p> <p>Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20)</p> <p>Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24)</p> <p>Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p align="center"><b>9. SOHO SHADE COMPANY</b></p>	<p align="center"><u>Serial No.</u> 86/954,107</p> <p align="center"><u>App. Date:</u> March 26, 2016</p>	<p>Hardware, namely, metal brackets and valances for window shades and drapery; metal pulls for window shades (Class 6)</p> <p>Non-metal cornices (Class 19)</p> <p>Window shades; window blinds; window coverings, namely, vertical louvers; room dividers, namely, vertical louvers; drapery hardware, namely, traverse rods, poles, curtain hooks, curtain rods, and finials; pillows; glass, plastic and wood pulls for window shades. (Class 20)</p> <p>Drapery; curtain tie-backs in the nature of textile curtain holders. (Class 24)</p> <p>Retail and online retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p>
<p align="center"><b>10. THE SHADE STORE</b></p>	<p align="center"><u>Serial No.</u> 87/134,491</p> <p align="center"><u>App. Date:</u> August 10, 2016</p>	<p>Retail store services in the field of window shades, draperies and related accessories and hardware. (Class 35)</p> <p>Repair and installation services in relation to window blinds and other forms of window coverings. (Class 37)</p>

**B. U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>App. Info.</u>	<u>Goods/Services</u>
<p>11. THE SHADE STORE and DESIGN</p> 	<p><u>Serial No.</u> 87/134,488</p> <p><u>App. Date:</u> August 10, 2016</p>	<p>Repair and installation services in relation to window blinds and other forms of window coverings. (Class 37)</p>


## C. FOREIGN TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Deadline	Goods/ Services
1. THE SHADE STORE	E.U.*	Reg. No.: 10539203 <u>Reg. Date:</u> July 11, 2012	July 11, 2022	Hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades. (Class 6) Non-metal cornices. (Class 19) Window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; sofas; bed headboards. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders; duvet covers. (Class 24) Online and retail store services featuring window blinds, curtains, decorative window treatments, hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; sofas; bed headboards; drapery; curtain tie-backs in the nature of textile curtain holders; duvet covers. (Class 35)
2. CUSTOM MADE SIMPLE	E.U.*	Reg. No.: 10539211 <u>Reg. Date:</u> July 24, 2012	July 24, 2022	Hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades. (Class 6) Non-metal cornices. (Class 19) Window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; sofas; bed headboards. (Class 20) Drapery; curtain tie-backs in the nature of textile curtain holders; duvet covers. (Class 24) Online and retail store services featuring window blinds, curtains, decorative window treatments, hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; sofas; bed headboards; drapery; curtain tie-backs in the nature of textile curtain holders; duvet covers. (Class 35)
3. CUSTOM MADE SIMPLE	Canada	Reg. No.: TMA880,478 <u>Reg. Date:</u> June 19, 2014	June 19, 2029	(1) Hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; drapery; curtain tie-backs in the nature of textile curtain holders. (2) Online retail store services, namely, window blinds, curtains, decorative window treatments, and related goods, namely, hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; drapery; curtain tie-backs in the nature of textile curtain holders. (3) Online retail store services featuring window blinds, curtains, decorative window treatments.

<p><b>4. THE SHADE STORE</b></p>	<p>China</p>	<p>Reg.. No.: 16885925 Reg. Date July 7, 2016</p>	<p>July 6, 2026</p>	<p>ADVERTISEMENT; PUBLICITY; TELEVISION COMMERCIALS; ONLINE ADVERTISING ON A COMPUTER NETWORK; OUTDOOR ADVERTISING; MARKETING; PRESENTATION OF GOODS ON COMMUNICATION MEDIA FOR RETAIL PURPOSES; SALES PROMOTION [FOR OTHERS]; BUSINESS INFORMATION; PROVIDING ONLINE MARKET FOR BUYERS AND SELLERS OF GOODS AND SERVICES; COMMERCIAL ADMINISTRATION OF THE LICENSING OF THE GOODS AND SERVICES OF OTHERS; PERSONNEL MANAGEMENT CONSULTING; RELOCATION SERVICES FOR BUSINESSES; SECRETARIAL SERVICES; AUDITING; SPONSORSHIP SEARCH; RETAIL OR WHOLESALE SERVICES FOR PHARMACEUTICAL, VETERINARY AND SANITARY PREPARATIONS AND MEDICAL SUPPLIES. (Class 035)</p>
	<p>China</p>	<p>Reg.. No.: 16885939 Reg. Date July 7, 2016</p>	<p>July 6, 2026</p>	<p>ADVERTISEMENT; PUBLICITY; TELEVISION COMMERCIALS; ONLINE ADVERTISING ON A COMPUTER NETWORK; OUTDOOR ADVERTISING; MARKETING; PRESENTATION OF GOODS ON COMMUNICATION MEDIA FOR RETAIL PURPOSES; SALES PROMOTION [FOR OTHERS]; BUSINESS INFORMATION; PROVIDING ONLINE MARKET FOR BUYERS AND SELLERS OF GOODS AND SERVICES; COMMERCIAL ADMINISTRATION OF THE LICENSING OF THE GOODS AND SERVICES OF OTHERS; PERSONNEL MANAGEMENT CONSULTING; RELOCATION SERVICES FOR BUSINESSES; SECRETARIAL SERVICES; AUDITING; SPONSORSHIP SEARCH; RETAIL OR WHOLESALE SERVICES FOR PHARMACEUTICAL, VETERINARY AND SANITARY PREPARATIONS AND MEDICAL SUPPLIES. (Class 035)</p>

\*Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, U.K.




## D. FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. Info</u>	<u>Next Action Date/Description</u>	<u>Goods/Services</u>
<b>1. THE SHADE STORE</b>	Canada	App. No.: 1545637 Filing Date: Sept. 29, 2011	<b>Response to office action filed, awaiting review by Canadian Trademark Office.</b>	(1) Hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; drapery; curtain tie-backs in the nature of textile curtain holders. (2) Online retail store services featuring window blinds, curtains, decorative window treatments, and related goods.
<b>2.</b> 	Canada	App. No.: 1545636 Filing Date: Sept. 29, 2011	<b>Response to office action filed, awaiting review by Canadian Trademark Office.</b>	(1) Hardware, namely metal brackets and valances for window shades and drapery; metal pulls for window shades; non-metal cornices; window shades; window blinds; window coverings, namely, verticals; room dividers, namely verticals; drapery hardware; pillows; glass, plastic and wood pulls for window shades; drapery; curtain tie-backs in the nature of textile curtain holders. (2) Online retail store services featuring window blinds, curtains, decorative window treatments, and related goods. (3) Retail services, namely, online retail store services featuring window blinds, curtains, decorative window treatments, and related goods.
<b>3. CUSTOM MADE SIMPLE</b>	Canada	App. No.: 1682039 Filing Date: June 19, 2014	<b>Canadian Trademark Office has allowed application, Declaration of Use due June 19, 2017</b>	Sofas; bed headboards; duvet covers.

**D. FOREIGN TRADEMARK APPLICATIONS**

<p><b>4. THE SHADE STORE</b></p>	<p>China</p>	<p>App. No.: 16886120 Filing Date: May 22, 2015</p>	<p><b>Chinese Trademark Office reviewed and issued refusal, GRR has submitted response.</b></p>	<p>DRAPERY; CURTAIN TIE-BACKS IN THE NATURE OF TEXTILE CURTAIN HOLDERS; UPHOLSTERY FABRICS; SHADE CLOTH; WALL HANGINGS OF TEXTILE; FELT; TERRA CLOTH; LOOSE COVERS FOR FURNITURE; COVERS OF FABRIC FOR FITTED TOILET LID; MARABOUTS; WHITE CLOTH STRIP; BANNERS; SHROUDS. (Class 024)</p> <p>THE FOLLOWING GOODS REMOVED FOR "DIVISIONAL APPLICATION" BELOW-- DRAPERY; CURTAIN TIE-BACKS IN THE NATURE OF TEXTILE CURTAIN HOLDERS; UPHOLSTERY FABRICS; SHADE CLOTH; WALL HANGINGS OF TEXTILE; LOOSE COVERS FOR FURNITURE. (Class 024). REMAINING GOODS WAITING FOR ABANDONMENT DATE OF PREVIOUS CONFLICTING REGISTRATION.</p>
<p><b>5. THE SHADE STORE</b></p>	<p>China</p>	<p>App. No.: 16885784 Filing Date: May 22, 2015</p>	<p><b>Awaiting Review by Chinese Trademark Office</b></p>	<p>INDOOR WINDOW BLINDS [FURNITURE]; WOVEN TIMBER BLINDS [FURNITURE]; INTERIOR TEXTILE WINDOW BLINDS; VINE WEAVE GOOD; STRAW EDGINGS, BAMBOO CURTAINS, BEAD CURTAINS FOR DECORATION; EDGING OF PLASTIC FOR FURNITURE; SCREENS; FREESTANDING PARTITIONS OF WOOD; STAIR RODS; TROLLEYS FOR COMPUTERS [FURNITURE]; MOBILES [DECORATION]; CHIMES (WIND) [DECORATION]; POLES, NOT OF METAL; CURTAIN HOOKS; CURTAIN RINGS; CURTAIN RODS; CURTAIN TIE-BACKS; KNOBS, NOT OF METAL; FURNITURE FITTINGS, NOT OF METAL; DOOR HANDLES, NOT OF METAL; FITTINGS FOR DOOR, NOT OF METAL; HOUSE NUMBERS, NOT OF METAL, NON-LUMINOUS; SIGNBOARDS OF WOODS OR PLASTICS; DECORATIONS OF PLASTIC FOR FOODSTUFFS; SCRATCHING POSTS FOR CATS; IDENTIFICATION BRACELETS, NOT OF METAL; FITTINGS, NOT OF METAL (COFFIN). (Class 020)</p>

**D. FOREIGN TRADEMARK APPLICATIONS**

<p>6.</p> 	<p>China</p>	<p>App. No.: 16886170 Filing Date: May 22, 2015</p>	<p><b>Chinese Trademark Office has accepted GR&amp;R response, registration shall be issued</b></p>	<p>DRAPERY; CURTAIN TIE-BACKS IN THE NATURE OF TEXTILE CURTAIN HOLDERS; UPHOLSTERY FABRICS; SHADE CLOTH; WALL HANGINGS OF TEXTILE; FELT; TERRA CLOTH; LOOSE COVERS FOR FURNITURE; COVERS OF FABRIC FOR FITTED TOILET LID; MARABOUTS; WHITE CLOTH STRIP; BANNERS; SHROUDS. (Class 024)</p>
<p>7.</p> 	<p>China</p>	<p>App. No.: 16885826 Filing Date: May 22, 2015</p>	<p><b>Awaiting Review by Chinese Trademark Office</b></p>	<p>INDOOR WINDOW BLINDS [FURNITURE]; WOVEN TIMBER BLINDS [FURNITURE]; INTERIOR TEXTILE WINDOW BLINDS; VINE WEAVE GOOD; STRAW EDGING; BAMBOO CURTAINS, BEAD CURTAINS FOR DECORATION; EDGING OF PLASTIC FOR FURNITURE; SCREENS; FREESTANDING PARTITIONS OF WOOD; STAIR RODS; TROLLEYS FOR COMPUTERS [FURNITURE]; MOBILES [DECORATION]; CHIMES (WIND) [DECORATION]; POLES, NOT OF METAL; CURTAIN HOOKS; CURTAIN RINGS; CURTAIN RODS; CURTAIN TIE-BACKS; KNOBS, NOT OF METAL; FURNITURE FITTINGS, NOT OF METAL; DOOR HANDLES, NOT OF METAL; FITTINGS FOR DOOR, NOT OF METAL; HOUSE NUMBERS, NOT OF METAL, NON-LUMINOUS; SIGNBOARDS OF WOODS OR PLASTICS; DECORATIONS OF PLASTIC FOR FOODSTUFFS; SCRATCHING POSTS FOR CATS; IDENTIFICATION BRACELETS, NOT OF METAL; FITTINGS, NOT OF METAL (COFFIN). (Class 020)</p>
<p>8.</p> 	<p>WIPO*</p>	<p>Reg. No.: 1264144 Filing Date: April 1, 2015</p>	<p><b>Published to Individual Country Trademark Offices on Sept. 10, 2015, reviews have begun.</b></p>	<p>WINDOW SHADES, WINDOW BLINDS, WINDOW COVERINGS, NAMELY, VERTICALS, DRAPERY HARDWARE, NAMELY, TRAVERSE RODS, POLES, CURTAIN HOOKS, CURTAIN RODS AND FINIALS, PILLOWS, GLASS, PLASTIC AND WOOD PULLS FOR WINDOW SHADES. (Class 020)</p> <p><b>NOTE: Application has been abandoned in Australia, Korea, Norway and Turkey. Provisional refusal received from Russia. Application not examined in Mexico and Antigua &amp; Barbuda. Response to Provisional Refusal filed in Japan and India. Mark has proceeded to registration in Switzerland, Cuba, Iceland, Monaco, New Zealand and Ukraine.</b></p>

**D. FOREIGN TRADEMARK APPLICATIONS**

<p><b>8. THE SHADE STORE</b></p>	<p>China</p>	<p>Information to be provided by Chinese associate</p>	<p><b>Divisional Application Awaiting Review by Chinese Trademark Office</b></p>	<p>DRAPERY; CURTAIN TIE-BACKS IN THE NATURE OF TEXTILE CURTAIN HOLDERS; UPHOLSTERY FABRICS; SHADE CLOTH; WALL HANGINGS OF TEXTILE; LOOSE COVERS FOR FURNITURE. (Class 024)</p>
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\* - Designating Antigua & Barbuda, Australia, Austria, Cuba, Iceland, India, Japan, Mexico, Monaco, New Zealand, Norway, Russia, South Korea, Switzerland, Turkey, and Ukraine.



## E. U.S. COPYRIGHT REGISTRATIONS

<u>Work</u>	<u>Registration Number</u>	<u>Effective Date</u>	<u>Author</u>
1. 2006 Collection of The Shade Store Photographs	VA 1-774-046	June 4, 2011	The Shade Store LLC
2. 2008 Collection of The Shade Store Photographs	VA 1-774-050	June 4, 2011	The Shade Store LLC
3. Collection of Photographs and Text for The Shade Store Website	VA 1-776-604	June 4, 2011	The Shade Store LLC
4. Collection of Photographs for The Bed Store	VA 1-774-047	June 4, 2011	The Shade Store LLC
5. Collection of Coulisse Licensed Bed Store Photographs	VA 1-779-817	July 18, 2011	Coulisse B. V.
6. 2011 Catalog	TX 7-467-092	November 9, 2011	The Shade Store LLC
7. 2011 Product Guide	TX 7-499-390	February 2, 2012	The Shade Store LLC
8. The Shade Store Website	VA 1-830-283	March 21, 2012	The Shade Store LLC
9. The Shade Store 2013 Catalog	TX 7-706-692	February 26, 2013	The Shade Store LLC
10. The Shade Store 2013 Product Guide	TX 7-817-895	November 15, 2013	The Shade Store LLC
11. The Shade Store Website 2013	VA 1-904-722	December 31, 2013	The Shade Store LLC
12. Ss_0451s, et al. (Coulisse photographs)	VAu 1-182-278	August 19, 2014	The Shade Store LLC
13. Second 2014 Collection of The Shade Store Photographs (Dwell photographs)	VAu 1-182-274	August 19, 2014	The Shade Store LLC
14. Shade Store 2015 Catalog	TX 8-042-469	January 31, 2015	The Shade Store LLC
15. Shade Store Website 2015	VA 1-976-655	May 29, 2015	The Shade Store LLC

## E. U.S. COPYRIGHT REGISTRATIONS

<u>Work</u>	<u>Registration Number</u>	<u>Effective Date</u>	<u>Author</u>
16. The Shade Store Mini Catalog	VA 2-001-069	January 19, 2016	The Shade Store LLC
17. "Shade Store Presentation Materials" (Bed Bath and Beyond)	Vau 1-242-256	January 19, 2016	The Shade Store LLC
18. 2015 Booklet	VA 2-001-126	22-Jan-16	The Shade Store LLC
19. The Shade Store 2016 Catalog	VA 2-008-938	Jan. 22, 2016	The Shade Store LLC
20. The Shade Store August 2015 Photograph Collection	VA 2-009-666	February 17, 2016	The Shade Store LLC
21. The Shade Store October 2015 Photograph Collection (Coulisse)	VA 2-009-667	February 17, 2016	The Shade Store LLC

F. U.S. COPYRIGHT APPLICATIONS

Work

Case Number

Application Date

Author

1. 2016 Desktop and Mobile Website

2. Tri-fold Mailer

1-399244422

14-Sep-16

The Shade Store LLC

**G. PATENT APPLICATIONS**

<u>Patent</u>	<u>Author</u>	<u>Status</u>
Breakaway Magnet	The Shade Store LLC	Patent Office granted Notice of Allowance and GRR paid issue fee so patent should register within next month or so

### H. FOREIGN PATENT APPLICATIONS

Patent	Country	Status
Breakaway Magnet	Netherlands, Application # 2015188	Examiner stated application is not novel, but will proceed to registration anyway under Dutch patent rules.
Breakaway Magnet	China, Application # 201510559428.4	Application filed July 20, 2015, awaiting examination.

# I. DOMAIN NAME REGISTRATIONS

<b>Domain Name</b>	<b>Jurisdiction</b>
<theshadestore.cn>	China
<custommadesimple.cn>	China
<theshadestore.eu>	E.U.
<custommadesimple.eu>	E.U.
<theshadestore.ca>	Canada
<theshadestore.shop>	To be transferred on Nov. 22, 2016
<theshadestore.shopping>	To be transferred on Nov. 22, 2016

The foregoing are the domain names registrations of which we are aware. The Shade Store is maintaining all of its domain name registrations and renewals through SafeNames.