

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477370

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---|
| Hunter Douglas Industries Switzerland GmbH | | 12/20/2016 | Limited Liability Company: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Hunter Douglas Management A.G. |
| Street Address: | Adligenswilerstrasse 37 |
| City: | 6006 Luzern |
| State/Country: | SWITZERLAND |
| Entity Type: | Limited Liability Company: SWITZERLAND |

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4354096 | ACCORDIA |
| Registration Number: | 3335882 | AMBIANCE |
| Registration Number: | 4743995 | ARCHITRAC |
| Registration Number: | 1995392 | BUCKINGHAM |
| Registration Number: | 3518373 | CLASSIQUE |
| Registration Number: | 1252717 | CLASSIQUE |
| Registration Number: | 1218400 | CONTINENTAL |
| Registration Number: | 1877649 | DUSTGUARD |
| Registration Number: | 4666991 | FABER |
| Registration Number: | 4286430 | HD |
| Registration Number: | 4466695 | HD |
| Registration Number: | 1740849 | HD |
| Registration Number: | 1384964 | HUNTER DOUGLAS |
| Registration Number: | 1385250 | HUNTER DOUGLAS |
| Registration Number: | 1385249 | HUNTER DOUGLAS |
| Registration Number: | 1385263 | HUNTER DOUGLAS |
| Registration Number: | 2595618 | HUNTER DOUGLAS DESIGNED WITH SAFETY IN M |
| Registration Number: | 3326581 | HUNTER DOUGLAS GALLERY |
| Registration Number: | 2759874 | HUNTER DOUGLAS HOSPITALITY |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3326566 | HUNTERDOUGLAS GALLERY |
| Registration Number: | 1707755 | HUNTERDOUGLAS |
| Registration Number: | 0707112 | KIRSCH |
| Registration Number: | 2697185 | KIRSCH |
| Registration Number: | 0551533 | KIRSCH |
| Registration Number: | 1985001 | |
| Registration Number: | 3614732 | LEVOLOR |
| Registration Number: | 3519682 | LEVOLOR |
| Registration Number: | 3519683 | LEVOLOR |
| Registration Number: | 3611174 | LEVOLOR |
| Registration Number: | 3519685 | LEVOLOR |
| Registration Number: | 1079903 | LOUVER-GROOVER |
| Registration Number: | 1345558 | LUXACOTE |
| Registration Number: | 0850439 | LUXALON |
| Registration Number: | 1386556 | LUXALON |
| Registration Number: | 1979331 | MIX & MATCH |
| Registration Number: | 2105973 | POWERRISE |
| Registration Number: | 3665651 | QUADROCLAD |
| Registration Number: | 3786289 | RESEMBLANCE |
| Registration Number: | 1748530 | RIVIERA |
| Registration Number: | 4502146 | |
| Registration Number: | 0939456 | SUPERFINE |
| Registration Number: | 5205235 | TERRART |
| Registration Number: | 3544814 | WHISPER AUTOMATION |

CORRESPONDENCE DATA

Fax Number: 3038763455

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: 303-876-3936

Email: teri.pierson@hunterdouglas.com

Correspondent Name: Teresa Pierson, Esq.

Address Line 1: Hunter Douglas Inc.

Address Line 2: One Duette Way

Address Line 4: Broomfield, COLORADO 80020

ATTORNEY DOCKET NUMBER: Assignment-HDIS to HDM

DOMESTIC REPRESENTATIVE

Name: Teresa Pierson, Esq.

Address Line 1: Hunter Douglas Inc.

| | |
|---|---|
| Address Line 2: | One Duette Way |
| Address Line 4: | Broomfield, COLORADO 80020 |
| NAME OF SUBMITTER: | Teresa Pierson, Esq., of Hunter Douglas |
| SIGNATURE: | /Teresa Pierson/ |
| DATE SIGNED: | 06/08/2018 |
| Total Attachments: 9 source=HDIS to HDM - Received from M Farkas 6-8-2018#page1.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page2.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page3.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page4.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page5.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page6.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page7.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page8.tif source=HDIS to HDM - Received from M Farkas 6-8-2018#page9.tif | |

SALE AND TRANSFER OF TRADEMARKS

THIS AGREEMENT (the "Agreement") is dated 20 December 2016 and shall be effective per 31 December 2016 (Effective Date), and is made by and between:

- (1) HUNTER DOUGLAS INDUSTRIES SWITZERLAND GmbH, a limited liability company incorporated in accordance with the laws of Switzerland, having its offices in (6006) Luzern at Adligenswilerstrasse 37, Switzerland (hereinafter referred to as: the Assignor); and
- (2) HUNTER DOUGLAS MANAGEMENT A.G., a limited liability company incorporated in accordance with the laws of Switzerland, having its offices in (6006) Luzern at Adligenswilerstrasse 37, Switzerland (hereinafter referred to as: the Assignee);

the Assignor and the Assignee are hereinafter also collectively referred to as the "Parties" and each of them as a "Party".

WHEREAS

- (A) The Assignor is the owner of several US registered trademarks;
- (B) The Assignor and the Assignee both belong to the same group of companies within the Hunter Douglas group;
- (C) The Parties wish to transfer and accept transfer of rights, title and interest to the trademarks from the Assignor to the Assignee;
- (D) As a partial payment for the transfer of the trademarks from the Assignor to the Assignee, the Assignee will assume (i) the payment obligations of the Assignor under the Loan Agreement 1 (as defined hereinafter) and (ii) a part of the Loan Agreement 2 (as defined hereinafter), both entered into between the Assignor and Hunter Douglas N.V. in relation to the trademarks;
- (E) The Parties wish to transfer and accept transfer of rights, title and interest to the trademarks from the Assignor to the Assignee and further wish for the Assignee to assume the payment obligations under the loan agreements by way of execution of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this Agreement, the following terms, identifiable by the use of a capital letter, shall have the following meanings:
- 1.1.1 **Allocable Debt** means the allocable debt related to the acquisition of the Trademarks as incurred by the Assignor, consisting of Loan Agreement

- 1.1.2 **Direct Damages** means:
- (a) reasonable expenses which a Party would have to incur to make the other Party's performance in compliance with this Agreement;
 - (b) reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
 - (c) reasonable expenses incurred to prevent or to mitigate damages, insofar as the Party incurring such expenses demonstrates that these expenses resulted in mitigation of direct damages within the meaning of this Agreement.
- 1.1.3 **Loan Agreement 1** means the loan agreement between Hunter Douglas N.V. and the Assignor dated 30 June 2016, as included in Annex 2a hereto.
- 1.1.4 **Loan Agreement 2** means the loan agreements between Hunter Douglas N.V. and the Assignor dated 14 May 2016, as included in Annex 2b hereto.
- 1.1.5 **Loan Agreements** means the Loan Agreement 1 and the Loan Agreement 2.
- 1.1.6 **Trademarks** means any and all trademarks as specified in Annex 1 hereto.
- 1.1.7 **Purchase Price** has the meaning ascribed thereto in article 3.1.
- 1.2 For the purpose of this Agreement, in respect of the definitions set forth in this article and elsewhere in this Agreement, the singular form shall be understood to include the plural form and vice versa.

2 TRANSFER OF TRADEMARKS

- 2.1 The Assignor herewith sells and assigns any and all rights, title and interest in the Trademarks, including the right to sue for past infringements and to claim damages in connection therewith, to the Assignee.
- 2.2 The Assignee herewith purchases and accepts the transfer and assignment of any and all rights, title and interest to the Trademarks.
- 2.3 The Assignor transfers the Trademarks by way of execution of this Agreement to the Assignee and the Assignee herewith accepts such transfer from the Assignor with all rights relating thereto as referred to in this Agreement, including but not limited to the rights set forth in Article 2.4 of this Agreement.
- 2.4 All rights, title, goodwill and interest to the Trademarks are transferred to the Assignee with:
- (a) all present and future rights relating thereto, including all ancillary rights (*nevenrechten*), all accessory rights (*afhankelijke rechten*) and all preferential rights (*voorrechten*); and
 - (b) all additional rights and obligations (*bijkomende rechten en verplichtingen*), and all rights and obligations that, prior to the date of this Agreement, have become due and payable (*reeds opeisbaar geworden rechten en verplichtingen*).

2.5 If, by this Agreement, the transfer of one or more of the Trademarks to the Assignee is not fully effected or if additional requirements are necessary to effect such transfer, Assignor hereby grants to Assignee, and Assignee hereby accepts, the unlimited, worldwide, perpetual, royalty-free exclusive license to use and exploit such Trademark as of the signing date of this Agreement until any and all such additional requirements for full transfer and assignment have been executed and effectuated.

2.6 Assignor shall provide Assignee with all registration certificates, certificates of grant, files records, reports, descriptions, drawings and other materials in whatever form relating to the Trademarks still in the possession of Assignor as well as all materials, documents and information necessary for the use of the Trademarks (the ownership of which is also transferred pursuant to this Agreement to Assignee by Assignor).

3 PURCHASE PRICE

3.1 For the sale, transfer and assignment of the Trademarks to the Assignee, Assignee shall pay the Assignor an amount of USD

3.2 The set-off between the Purchase Price and the amount of Allocable Debt that is assumed by Assignee, resulting in a remaining payment obligation of USD by the Assignee directly to the Assignor and will be due 4 months after the Effective Date.

3.3 As the intention of the Parties is for the Purchase Price to be at arm's length as of the Effective Date, the Parties agree that if it is subsequently determined that the value of the Trademarks is misstated or if the Dutch tax authorities determine that the value of the Trademarks is greater or less than that fixed by the Parties pursuant to this Agreement, all Parties shall ensure that they will adjust the Purchase Price, retroactive to the Effective Date, to meet the arm's length criterion.

4 ASSUMPTION OF ALLOCABLE DEBT

4.1

4.2

4.3

5 POWER OF ATTORNEY

5.1 The Assignor hereby gives an irrevocable power of attorney to the Assignee (with the right of substitution) to make, do or execute all documents, acts, matters or writings which the Assignee deems necessary or desirable to give full effect to the transfer and assignment of the Trademarks. For that purpose, this Agreement or extracts thereof may be registered with

returns, the parties reserve the right to apply the procedure for notifying the VAT, if applicable.

9 MISCELLANEOUS

- 9.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts together shall constitute one and the same instrument.
- 9.2 No amendment, supplement or change, nor any alleged waiver of one or more provisions of, or rights pursuant to this Agreement shall be binding on any of the Parties, except if explicitly provided for in a written instrument signed by all the Parties affected thereby.
- 9.3 Except as otherwise provided in this Agreement, to the extent permitted by applicable law, the Parties hereby waive their rights, if any, to rescind or nullify, in whole or in part (*gehele danwel partiele ontbinding en vernietiging*), or to demand in legal proceedings the rescission (*ontbinding*), in whole or in part, or nullification (*vernietiging*) of, this Agreement (whether on the basis of error (*dwalen*) or otherwise), or to cancel or terminate (*opzeggen*) this Agreement.
- 9.4 If any provision of this Agreement is declared void or unenforceable by any court or tribunal of competent jurisdiction, the other provisions of this Agreement shall remain to be of effect, unless the latter provisions must be deemed to be indissolubly connected with the void or unenforceable provision. In the event that the other provisions remain valid, both Parties shall endeavour to replace the void or unenforceable provision by a valid provision which reflects the Parties' original intent to the greatest possible extent.

10 DISPUTE RESOLUTION

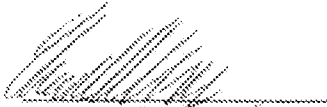
- 10.1 This Agreement and all resulting or connected agreements, and all connected rights and obligations (whether in contract or otherwise), shall be governed by and construed in accordance with Dutch law.
- 10.2 Each Party herewith consents to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands with respect to any dispute related to the agreements or rights as meant in Article 10.1.

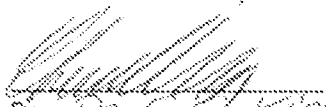
[SIGNATURE PAGE AND SCHEDULE TO FOLLOW]

Thus agreed and signed by the Parties on 20 December 2016.

Assignor:


Assignee:


By: *Dr. C. L. King*
Title: *Geschäftsführer*


By: *Dr. C. L. King*
Title: *Direktor*

119
#10801428

ANNEX 1: TRADEMARKS








US - Trademark
POTTER HODS as per

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U.S.A. - Trademark Applications/Registrations in the name of Hunter Douglas Industries Switzerland GmbH
as per December 15, 2016

| Trademark | Country | Status | Appl. No | Appl. Date | Reg. No | Reg. Date | Classes) | Expiry Date |
|--|---------|------------|-----------|------------|---------|------------|---------------|---------------------------------|
| ACCORDIA | U.S.A. | Registered | 85739638 | 11.12.2012 | 4334098 | 18.06.2013 | 20 | 18.06.2023 |
| AMBIANCE | U.S.A. | Registered | 70353071 | 30.01.2004 | 3335882 | 13.11.2007 | 20 | 13.11.2017 |
| ARCHITRAC | U.S.A. | Registered | 85722054 | 05.09.2012 | 4743995 | 20.05.2015 | 20 | 20.05.2025 |
| BUCKINGHAM | U.S.A. | Registered | 74716501 | 17.08.1995 | 1895392 | 20.08.1996 | 20 | 20.02.2017 |
| CLASSIQUE | U.S.A. | Registered | 78662184 | 12.04.2005 | 3518373 | 14.10.2008 | 20 | 14.10.2018 |
| CLASSIQUE | U.S.A. | Registered | 73362818 | 03.05.1992 | 1252717 | 04.10.1983 | 20 | 04.10.2023 |
| CONTINENTAL | U.S.A. | Registered | 73295604 | 12.11.1990 | 1218400 | 30.11.1982 | 20 | 30.11.2022 |
| DUSTGUARD | U.S.A. | Registered | 74317980 | 25.09.1992 | 1877849 | 07.02.1995 | 20 | 07.02.2025 |
| FABER new logo | U.S.A. | Registered | 85292665 | 27.05.2014 | 4661991 | 05.01.2015 | 9, 19, 20, 24 | 08.01.2025 |
| HD Design (version 2005) black & white | U.S.A. | Registered | 77947080 | 12.10.2009 | 4266430 | 05.02.2013 | 19 | 05.02.2023 |
| HD Design (version 2005) black & white | U.S.A. | Registered | 77847054 | 12.10.2009 | 4466695 | 14.01.2014 | 20 | 14.01.2024 |
| HD DESIGN white background | U.S.A. | Registered | 74-202133 | 09.05.1991 | 1740949 | 22.12.1992 | 9, 20 | 22.12.2022 |
| HD logo | U.S.A. | Pending | 894710901 | 05.07.2016 | WIPQ | | | 6, 7, 9, 17, 19, 20, 22, 24, 37 |
| HUNTER DOUGLAS | U.S.A. | Registered | 70-553384 | 15.08.1985 | 1384984 | 04.03.1986 | 9 | 04.03.2026 |
| HUNTER DOUGLAS | U.S.A. | Registered | 73-533593 | 15.08.1985 | 1385250 | 04.03.1986 | 20 | 04.03.2026 |
| HUNTER DOUGLAS | U.S.A. | Registered | 73-553385 | 15.08.1985 | 1385249 | 04.03.1986 | 20 | 04.03.2026 |
| HUNTER DOUGLAS | U.S.A. | Registered | 72-553697 | 15.08.1985 | 1385253 | 04.03.1986 | 24 | 04.03.2026 |

| Trademark | Country | Status | Appl. No. | Appl. Date | Reg. No. | Reg. Date | Classes | Expiry Date |
|--|---------|------------|-----------|------------|----------|------------|------------|-------------|
| HUNTER DOUGLAS DESIGNED WITH SAFETY IN MIND Rocking Horse design  | U.S.A. | Registered | 78-127761 | 13.08.2000 | 2886516 | 16.07.2002 | 20 | 16.07.2022 |
| HUNTER DOUGLAS GALLERY | U.S.A. | Registered | 78-697871 | 22.08.2005 | 3326581 | 30.10.2007 | 20, 35, 41 | 30.10.2017 |
| HUNTER DOUGLAS HOSPITALITY | U.S.A. | Registered | 78-327718 | 19.10.2001 | 2759874 | 02.09.2009 | 20 | 02.09.2023 |
| HUNTERDOUGLAS Logo GALLERY (horizontal logo)  | U.S.A. | Registered | 78-696034 | 18.08.2005 | 3326586 | 30.10.2007 | 20, 35, 41 | 30.10.2017 |
| HUNTERDOUGLAS stylized | U.S.A. | Registered | 73-783612 | 24.02.1989 | 1707755 | 18.08.1992 | 5, 20, 34 | 18.02.2023 |
| KIRSCH | U.S.A. | Registered | 72094308 | 04.04.1980 | 0707112 | 15.11.1990 | 6 | 15.11.2020 |
| KIRSCH k logo  | U.S.A. | Registered | 78253815 | 07.06.2001 | 2697185 | 18.03.2003 | 6, 20 | 18.03.2023 |
| KIRSCH script  | U.S.A. | Registered | 71580153 | 08.08.1949 | 0551533 | 04.12.1951 | 20 | 04.12.2021 |
| L & Design (Blinde) No.2  | U.S.A. | Registered | 74548552 | 12.07.1994 | 1385001 | 09.07.1996 | 16, 30 | 09.07.2016 |
| LEVOLOR | U.S.A. | Registered | 77418982 | 12.03.2008 | 3614732 | 05.05.2009 | 6 | 05.05.2019 |
| LEVOLOR | U.S.A. | Registered | 77416082 | 07.03.2008 | 3519882 | 21.10.2008 | 20 | 21.10.2018 |
| LEVOLOR | U.S.A. | Registered | 77418267 | 07.03.2006 | 3519883 | 21.10.2008 | 20 | 21.10.2016 |
| LEVOLOR | U.S.A. | Registered | 77416171 | 07.03.2008 | 3611174 | 28.04.2009 | 22 | 28.04.2019 |
| LEVOLOR | U.S.A. | Registered | 77418368 | 07.03.2006 | 3519885 | 21.10.2008 | 22 | 21.10.2016 |
| LOUVER-GROOVER | U.S.A. | Registered | 73121436 | 04.04.1977 | 1079903 | 20.12.1977 | 20 | 20.12.2017 |
| LUXACOTE | U.S.A. | Registered | 406202 | 08.12.1962 | 1345558 | 02.07.1985 | 6, 19 | 02.07.2025 |
| LUXALON | U.S.A. | Registered | 72250759 | 21.07.1966 | 0850438 | 11.06.1968 | 8 | 11.06.2018 |

| Trademark | Country | Status | Appl. No | Appl. Date | Reg. No | Reg. Date | Classes) | Expiry Date |
|------------------------------|---------|------------|-----------|------------|---------|------------|----------|-------------|
| LUXALON | U.S.A. | Registered | 73-553682 | 15.08.1985 | 1388596 | 18.03.1986 | 9 | 16.03.2026 |
| MIX & MATCH | U.S.A. | Registered | 74509558 | 12.12.1994 | 1975031 | 11.08.1996 | 6, 20 | 11.08.2026 |
| MOMENTA | U.S.A. | Pending | 86460709 | 21.11.2014 | | | | |
| PASSIVE SOLAR ACTIVE COMFORT | U.S.A. | Pending | 86277713 | 10.05.2014 | | | | |
| POWERRISE | U.S.A. | Registered | 75-116631 | 10.06.1996 | 2106973 | 14.10.1997 | 7 | 14.10.2017 |
| QUADROCLAD | U.S.A. | Registered | 77-458571 | 24.04.2008 | 2685851 | 11.08.2009 | 6, 19 | 11.08.2019 |
| RESEMBLANCE | U.S.A. | Registered | 78800084 | 12.04.2009 | 3756289 | 04.05.2010 | 20 | 04.05.2020 |
| RIVERA | U.S.A. | Registered | 74252250 | 05.03.1992 | 1748530 | 26.01.1993 | 20 | 26.01.2023 |
| STRIPES LOGO | U.S.A. | Registered | 85478292 | 21.11.2011 | 4502148 | 25.09.2014 | 20, 24 | 25.09.2024 |
| SUPERFINE | U.S.A. | Registered | 72379861 | 28.12.1970 | 0933456 | 01.08.1972 | 8 | 01.08.2022 |
| TERRART | U.S.A. | Pending | 86142293 | 12.12.2013 | | | 8, 19 | |
| THERMOCELL | U.S.A. | Pending | 85747748 | 07.10.2012 | | | 20 | |
| Whisper Automation | U.S.A. | Registered | 77388514 | 08.01.2008 | 3544814 | 09.12.2008 | 9 | 09.12.2018 |