

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunter Douglas Management A.G.		12/20/2016	Limited Liability Company: SWITZERLAND

RECEIVING PARTY DATA

Name:	Buismetaal III B.V.
Street Address:	Piekstraat 2
City:	3071 EI Rotterdam
State/Country:	NETHERLANDS
Entity Type:	Limited Liability Company: NETHERLANDS

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: HDM to Buismetaal III BV

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: 11	
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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 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 Assignor); and
- (2) BUISMETAAL III B.V., a limited liability company incorporated in accordance with the laws of the Netherlands, having its offices in (3071 EL) Rotterdam at Piekstraat 2, the Netherlands (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 Hunter Douglas Industries Switzerland GmbH and Hunter Douglas N.V. (and later assumed by the Assignor) 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 amounting to USD

- 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 Hunter Douglas Industries Switzerland GmbH originally dated 30 June 2016, assumed by the Assignor as per 31 December 2016, as included in Annex 2a hereto.
- 1.1.4 **Loan Agreement 2** means the loan agreement between Hunter Douglas N.V. and Hunter Douglas Industries Switzerland GmbH originally dated 14 May 2016, assumed by the Assignor as per 31 December 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 (Purchase Price).

3.2 The Assignee shall pay the Purchase Price to the Assignor by executing a separate loan agreement, also referred to as a EUR denominated note, in the amount of EUR 365,396,616.64 (being the EUR equivalent of USD calculated on the date hereof on the basis of the forward exchange rate as per the Effective Date). The amount of the note is equal to the set-off between the Purchase Price and the amount of Allocable Debt that is assumed by Assignee. A copy of the note is included as Annex 3 to this Agreement.

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 the relevant office(s) for the registration of the transfer of the Trademarks. The Assignor shall, insofar as necessary, fully co-operate to effect the transfer of the Trademarks.

5.2 In addition to Article 5.1, Assignor hereby agrees to undertake, to cooperate with and assist Assignee in connection with any act necessary in order to give full effect to this Agreement. Furthermore, Assignor hereby agrees to deliver all the documents necessary in order to give full effect to this Agreement. In accordance with the foregoing, at first request in writing of Assignee, Assignor will sign any deed (authentic or otherwise), agreement or document that Assignee deems necessary or desirable in order to effectuate the transfer of rights as set out and agreed to in this Agreement.

6 GUARANTEE

6.1 The Assignor hereby guarantees towards the Assignee:

- (c) to have full ownership of the Trademarks and that none of the Trademarks as referred to above infringe any intellectual property rights or any other right of any third party;
- (d) that the Trademarks transferred to the Assignee pursuant to this Agreement have not previously been transferred, or licensed to any third party and are not encumbered in any other manner; and
- (e) to be entitled to transfer the Trademarks in accordance with this Agreement.

6.2 In the event Assignor acts in default of the guarantees set forth in this Article 6, Assignee is entitled to claim damages from Assignor and exercise any other right available to Assignee in connection therewith.

6.3 If and in so far as any third party has or (rightfully) claims to have any entitlement to all or any of the Trademarks, or the use of the Trademarks is in any way unlawful, then Assignor shall ensure that such third party shall transfer all of such rights by a signed agreement in writing to Assignee directly or to Assignee through Assignor and to provide a copy of such agreement to Assignee. Any rights to the Trademarks so received by Assignor are herewith in advance transferred to Assignee by Assignor and are herewith accepted in advance by Assignee. For the avoidance of doubt, article 5 will also be applicable in its entirety to such transfer.

7 LIABILITY

In no event will either Party be liable to the other Party for any damages other than Direct Damages. Direct Damages will not include any damages resulting from (but not limited to)

consequential damages, incidental damages and lost profits (this includes any liability based on tort or any other statutory provision), except if such damages are the result of wilful misconduct of the other Party.

8 VAT CLAUSE

The cross border transfer of trademarks is not taxable in Switzerland (Art. 8 para 3 Swiss VAT Law, exportation of service, reverse charge is applicable). The assignor will issue an invoice without Swiss VAT to the assignee with the reference "exportation of services based on Art. 8 para 3 of the Swiss VAT Law". The assignee and the assignor confirm the correct declarations within their VAT returns, 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 (*dwalings*) 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

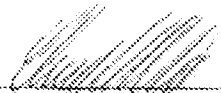
- 10.1 This Agreement and all resulting or connected agreements, and all connected rights and obligations (whether in contract or otherwise), shall be governed by and construed in accordance with Dutch law.
- 10.2 Each Party herewith consents to the exclusive jurisdiction of the competent court in Amsterdam, 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. D.C. King
Title: Director

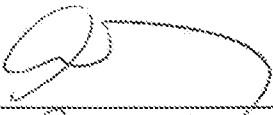
By:
Title:

Thus agreed and signed by the Parties on 20 December 2015.

Assignor:

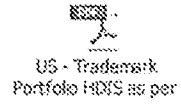
Assignee:

By:
Title:



By: L. Raykenbagh
Title: Director

ANNEX 1: TRADEMARKS



**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	85798839	11.12.2012	4354086	18.06.2013	20	18.06.2023
AMBIANCE	U.S.A.	Registered	75359871	30.01.2004	3335882	10.11.2007	20	13.11.2017
ARCHITRAC	U.S.A.	Registered	85722064	06.09.2012	4743995	26.05.2015	20	26.05.2026
BUCKINGHAM	U.S.A.	Registered	74716681	17.08.1985	1985392	20.08.1986	20	20.02.2017
CLASSIQUE	U.S.A.	Registered	73860164	12.04.2006	3516373	14.10.2008	20	14.10.2018
CLASSIQUE	U.S.A.	Registered	73362818	03.05.1982	1252717	04.10.1983	20	04.10.2003
CONTINENTAL	U.S.A.	Registered	73285804	12.11.1980	1218400	30.11.1982	20	30.11.2022
DUSTGUARD	U.S.A.	Registered	74317980	25.09.1982	1877649	07.02.1985	20	07.02.2025
FABER new logo	U.S.A.	Registered	86292685	27.05.2014	4886991	08.01.2015	6, 19, 20, 24	06.01.2025
HD Design (version 2005) black & white	U.S.A.	Registered	77847060	12.10.2009	4286430	05.02.2013	19	05.02.2023
HD Design (version 2005) black & white	U.S.A.	Registered	77847064	12.10.2009	4486695	14.01.2014	20	14.01.2024
HD DESIGN white background	U.S.A.	Registered	74-202135	09.09.1991	1740849	22.12.1992	6, 20	22.12.2022
HD logo	U.S.A.	Pending	984710601	05.07.2016	WIPO		6, 7, 9, 17, 19, 20, 22, 24, 27	05.07.2036
HUNTER DOUGLAS	U.S.A.	Registered	73-553684	15.08.1985	1384964	04.03.1986	6	04.03.2026
HUNTER DOUGLAS	U.S.A.	Registered	73-553690	15.08.1985	1385250	04.03.1986	20	04.03.2026
HUNTER DOUGLAS	U.S.A.	Registered	73-553685	15.08.1985	1385249	04.03.1986	20	04.03.2026
HUNTER DOUGLAS	U.S.A.	Registered	73-553687	15.08.1985	1385263	04.03.1986	24	04.03.2026



TRADEMARK

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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	76-127161	13.09.2000	2599518	16.07.2002	20	16.07.2022
HUNTER DOUGLAS GALLERY	U.S.A.	Registered	78-637871	22.08.2005	3336581	30.10.2007	20, 35, 41	30.10.2017
HUNTER DOUGLAS HOSPITALITY	U.S.A.	Registered	76-327718	19.10.2001	2759874	02.09.2003	20	02.09.2023
HUNTERDOUGLAS Logo GALLERY (horizontal logo)	U.S.A.	Registered	78-695034	18.08.2005	3328566	30.10.2007	20, 35, 41	30.10.2017
HUNTERDOUGLAS stylized	U.S.A.	Registered	73-723612	24.02.1989	1707755	18.08.1992	6, 20, 24	18.02.2023
KIRSCH	U.S.A.	Registered	72094308	04.04.1980	0707112	15.11.1980	6	15.11.2020
KIRSCH k logo	U.S.A.	Registered	76253815	07.05.2001	2697185	18.03.2003	6, 20	18.03.2023
KIRSCH script l	U.S.A.	Registered	71583153	08.08.1949	0551533	04.12.1951	20	04.12.2021
L & Design (Blinds) No.2	U.S.A.	Registered	74548552	12.07.1994	1885001	09.07.1996	16, 20	09.07.2016
LEVOLOR	U.S.A.	Registered	77419992	12.03.2008	3614732	05.05.2009	6	05.05.2019
LEVOLOR	U.S.A.	Registered	77416062	07.03.2008	3519682	21.10.2008	20	21.10.2018
LEVOLOR	U.S.A.	Registered	77416287	07.03.2008	3519583	21.10.2008	20	21.10.2018
LEVOLOR	U.S.A.	Registered	77416171	07.03.2008	3611174	28.04.2009	22	28.04.2019
LEVOLOR	U.S.A.	Registered	77416368	07.03.2008	3519685	21.10.2008	22	21.10.2018
LOUVER-GROOVER	U.S.A.	Registered	73121436	04.04.1977	1075903	20.12.1977	20	20.12.2017
LUXACOTE	U.S.A.	Registered	405202	08.12.1982	1345558	02.07.1985	6, 19	02.07.2025
LUXALON	U.S.A.	Registered	72250759	21.07.1966	0850439	11.06.1968	6	11.06.2018

TRADEMARK

REEL: 006410 FRAME: 0487

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes)	Expiry Date
LUXALON	U.S.A.	Registered	73-553683	15.08.1985	1386556	18.03.1986	6	18.03.2026
MIX & MATCH	U.S.A.	Registered	74609668	12.12.1994	1979331	11.06.1996	6, 20	11.06.2026
MOMENTA	U.S.A.	Pending	86460709	21.11.2014				
PASSIVE SOLAR ACTIVE COMFORT	U.S.A.	Pending	86277713	10.06.2014				
POWERRISE	U.S.A.	Registered	75-116831	10.06.1986	2198973	14.10.1987	7	14.10.2017
QUADROCLAD	U.S.A.	Registered	77-455571	24.04.2008	3685651	11.08.2008	6, 19	11.08.2019
RESEMBLANCE	U.S.A.	Registered	76980084	12.04.2006	3786269	04.05.2010	20	04.05.2020
RIVIERA	U.S.A.	Registered	74252350	05.03.1992	1748530	26.01.1993	20	26.01.2023
STRIPES Logo	U.S.A.	Registered	65478282	21.11.2011	4602146	25.03.2014	20, 24	25.03.2024
SUPERFINE	U.S.A.	Registered	72379681	28.12.1970	0939456	01.09.1972	8	01.09.2022
TERRART	U.S.A.	Pending	86142283	12.12.2013			8, 19	
THERMOCELL	U.S.A.	Pending	85747748	07.10.2012			20	
Whisper Automation	U.S.A.	Registered	77260514	09.01.2008	3544814	09.12.2008	9	09.12.2018

TRADEMARK

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