

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Huntington Capital Investment Company II		05/24/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Louver Shop Holdings, LLC		
Street Address:	2000 Auburn Drive Suite 420		
Internal Address:	c/o Squire Ridge Company		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4301813	PHD	
Registration Number:	2088572	THERMALITE	
CORRESPONDENCE DATA			
Fax Number:	6172174699		
<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:	(404) 322-6165		
Email:	anita.costa@nelsonmullins.com		
Correspondent Name:	Lloyd Farr, Esq.		
Address Line 1:	201 17TH STREET NW SUITE 1700		
Address Line 2:	Nelson Mullins Riley & Scarborough		
Address Line 4:	ATLANTA, GEORGIA 30363		
NAME OF SUBMITTER:	Lloyd Farr, Esq.		
SIGNATURE:	/Lloyd G. Farr/		
DATE SIGNED:	05/28/2019		
Total Attachments: 3			
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**ASSIGNMENT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Assignment"), dated as of May 24, 2019, is entered into by and between The Huntington Capital Investment Company II ("Assignor") and The Louver Shop Holdings, LLC ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security and Pledge Agreement referred to below.

WHEREAS, American Home Products LLC, a Delaware limited liability company ("Grantor"), executed and delivered that certain Security and Pledge Agreement, dated as of January 27, 2015 (the "Security and Pledge Agreement"), pursuant to which Grantor granted to Assignor a security interest in all of Grantor's right, title and interest in and to all of Grantor's intellectual property (the "Intellectual Property") and other Collateral, as defined by the Security and Pledge Agreement, including but not limited to United States Copyright Registration No. TXu001094807 (the "Copyright") and United States Trademark Registration Nos. 4,301,813 and 2,088,572 (the "Trademarks");

WHEREAS, Assignor recorded the Security and Pledge Agreement with the United States Patent and Trademark Office on February 17, 2015, at Reel 5461, Frame 0260 (with respect to the Trademarks) and with the United States Copyright Office on March 2, 2015, at Document No. V9920D559 (with respect to the Copyright);

WHEREAS, pursuant to that Loan Sale Agreement dated May 24, 2019, among Assignor, Grantor, and Assignee, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's right, title, and interest in to, and obligations, under a loan from Assignor to Grantor and any security instrument related to the loan, including, but not limited to, the Security and Pledge Agreement (collectively, the "Security Instruments");

WHEREAS, the Security and Pledge Agreement is a Security Instrument that creates a lien and security interest on the Intellectual Property; and

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption for the purpose of recording it with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor confirms the assignment to and hereby assigns to Assignee, and Assignee confirms the assumption of and hereby assumes, all of Assignor's right, title and interest in, to and under, the Security and Pledge Agreement, including, without limitation, its lien on and security interest in Grantor's right, title and interest in, to and under the Intellectual Property, including the Trademarks and the Copyright. The foregoing Assignment is made without recourse, representations or warranties of any kind.

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IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL as of the date first written above:

THE HUNTINGTON CAPITAL INVESTMENT
COMPANY II, as Assignor

By: 

Name: David Aluker

Title:

Senior vice president

Assignee accepts and assumes the foregoing assignment, as of the date first written above:

THE LOUVER SHOP HOLDINGS, LLC, as Assignee

By:  _____

Name: *STEVEN KASS*

Title: *President*