# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Timber Blinds, Mfg., Ltd.		06/27/2003	PARTNERSHIP: TEXAS

### **RECEIVING PARTY DATA**

Name:	TBL Acquisition Co., LLC
Street Address:	2 Park Way
Internal Address:	c/o Hunter Douglas Inc.
City:	Upper Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458
Entity Type:	Limited liability company: TEXAS

### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76464148	BLINDS & SHUTTERS EXPO
Serial Number:	76508692	BLIND AND SHUTTER EXPO
Serial Number:	76421943	SUNSET ARCH
Serial Number:	76421942	TIMBERVUE WOOD PRODUCTS
Serial Number:	76421941	BERKLEY WOVEN WOOD PRODUCTS
Serial Number:	76421940	PRISM SHADES
Serial Number:	76508691	BLIND AND SHUTTER EXPO
Registration Number:	2525004	VILLAGGIO

## **CORRESPONDENCE DATA**

Fax Number: (303)629-3450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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TRADEMARK REEL: 002737 FRAME: 0582

900002709

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Address Line 4: Denver, COLORADO 80202-5647

ATTORNEY DOCKET NUMBER: 442938-398

NAME OF SUBMITTER: Lisa A. Osman

Total Attachments: 3
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## TRADEMARK ASSIGNMENT

WHEREAS, Timber Blinds, Mfg., Ltd., a Texas partnership ("Assignor"), is the owner of the trademark and trademark applications in the form more fully described in Exhibit A (the "Pending Marks") and Exhibit B (the "Registered Mark") attached hereto;

WHEREAS, Assignor has filed applications, indicating the intention to use the Pending Marks, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Lanham Act;

WHEREAS, Assignor and TBL Acquisition Co., LLC, a Texas limited liability company, ("Assignee"), have executed that certain purchase agreement titled Asset Purchase Agreement and dated June 27, 2003;

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Registered Mark, together with the goodwill associated therewith; and all of Assignor's right, title and interest in and to the Pending Marks as part of the entire business or portion thereof to which the Pending Marks pertain as required by § 10 of the Lanham Act.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Registered Mark and the Pending Marks, in the United States of America and any foreign countries, together with the goodwill associated therewith and symbolized by the Registered Mark, and with the portion of the business to which the Pending Marks pertain and the goodwill associated therewith, and for all the common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for claims for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Registered Mark and the Pending Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Effective as of June 27, 2003.

TIMBER BLINDS, MrG., LTD.

Assignor

Name:

TRADEMARK

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# **EXHIBIT A**

<u>Trademark</u>	Country	App. No
BLINDS & SHUTTERS EXPO	United States	76/464,148
BLIND AND SHUTTER EXPO	United States	76/508,692
SUNSET ARCH	United States	76/421,943
TIMBERVUE WOOD PRODUCTS	United States	76/421,942
BERKLEY WOVEN WOOD PRODUCTS	United States	76/421,941
PRISM SHADES	United States	76/421,940
shutter EXPO	United States	76/508,691

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# **EXHIBIT B**

<u>Trademark</u> <u>Country</u> <u>Reg. No</u>

VILLAGGIO United States 2,525,004

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**RECORDED: 10/28/2003** 

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