

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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XXME-182 ∇

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
New England Design Center Limited Partnership

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DIV Design LLC
Internal Address: _____
Street Address: 1 Appleton Street
City: Boston State: MA ZIP: 02116

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Massachusetts Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 31, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,381,933

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas V. Smurzynski
Internal Address: Lahive & Cockfield, LLP
Street Address: 28 State Street
City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0080

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas V. Smurzynski Thomas V. Smurzynski April 29, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document. 4

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: April 29, 2005

Signature: Thomas V. Smurzynski (Thomas V Smurzynski)

CH \$40.00 120080 1381933

**BILL OF SALE AND ASSIGNMENT OF LEASES
AND SERVICE CONTRACTS**

NEW ENGLAND DESIGN CENTER LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Assignor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by DIV DESIGN, LLC, a Massachusetts limited liability company ("Assignee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has SOLD, ASSIGNED, TRANSFERRED and DELIVERED and does by these presents SELL, ASSIGN, TRANSFER, and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following described properties located on, and/or affixed to, and/or used in connection with, the buildings (the "Improvements") situated on those certain lands in the County of Suffolk, Commonwealth of Massachusetts, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), as to which Land, a leasehold estate therein has been assigned and transferred by Assignor to Assignee by Assignment and Assumption of Ground Lease of even date herewith (the "Ground Lease Assignment"):

(a) All of Assignor's right, title and interest in any tangible personal property and fixtures of any kind owned by Assignor and attached to or located within the Improvements and used in connection with the ownership, maintenance, or operation of the Improvements, except for the items of personal property listed on Exhibit D attached hereto and made a part hereof, all of which shall remain the property of Assignor and not be conveyed hereunder (the "Excluded Property") (all such personal property and fixtures, except the Excluded Property, collectively, the "Personalty").

(b) All of Assignor's right, title, and interest in any leases, licenses, occupancy agreements, or other agreements demising space in, providing for the use of and/or occupancy of the Improvements (collectively the "Leases") listed on Exhibit B attached hereto and made a part hereof, and all of Assignor's right, title, and interest, if any, as tenant or lessee, in and under that certain lease dated as of October 29, 1996, between Boston Harbor Partners Limited Partnership, as landlord, and Assignor, as tenant, for approximately 17,199 square feet of space on 21 Drydock Avenue, Section D, 3rd Floor, West Side, in Building No. 114 in the Boston Marine Industrial Park at 660 Summer Street, Boston, Massachusetts (the "Storage Lease").

(c) To the extent only the same are assignable by Assignor to Assignee, all of Assignor's right, title, and interest in and to any and all (i) contracts or agreements, such as management, maintenance, service or utility contracts, relating to the ownership, maintenance and operation of the Personalty and/or the Improvements ("Service Contracts") listed on Exhibit C attached hereto and made a part hereof, (ii) warranties and guaranties currently in force and effect with respect to the Personalty, Improvements and/or the Leases, (iii) licenses, permits or similar documents relating to the Personalty, the Improvements and/or the Leases, (iv) telephone exchanges and other identifying material relating to the Improvements, and (v) plans, drawings,

specifications, surveys, engineering reports and other technical descriptions of the Land and/or the Improvements.

(d) All of Assignor's right, title and interest in and to all rights to the tradename, assumed names, or business names or similar names by which the Improvements are currently operated and the goodwill and other intangible assets associated with the operation of the Improvements by Assignor, except for any tradenames, symbols, or marks relating to the names of Assignor, Billingsley Company, The Design Experience, The Idea House, Dallas Design District, Decorative Center of Houston, Crow Design Centers, Trammell Crow Company, Crow Family Holdings, Dallas Market Center, or any derivative thereof.

The Property described in subsections (c) and (d) above is hereinafter sometimes referred to as the "Intangible Property". The Personality, the Leases, the Storage Lease and the Intangible Property are hereinafter sometimes collectively referred to as the "Assigned Property". Notwithstanding the foregoing, the property assigned and transferred hereunder shall not include any cash, bank accounts, prepaid obligations, claims and causes of action, and rights to receive insurance or condemnation proceeds.

TO HAVE AND TO HOLD the Assignor's rights, titles, and interests in and to the Assigned Property, unto the said Assignee, its successors and assigns, forever. Assignor agrees to warrant and defend title in and to the Assigned Property unto Assignee, its successors and assigns, against all persons claiming the same by, through or under Assignor, but not otherwise.

Except for the title warranty contained in the preceding paragraph, the Assigned Property is being assigned and transferred AS IS, WHERE IS, AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASSIGNEE IS HEREBY THUS ACQUIRING THE ASSIGNED PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

Assignee hereby accepts the foregoing assignment of the Assigned Property and hereby assumes all duties and obligations of Assignor with respect to the Assigned Property which are for periods from and after the date of this Bill of Sale and Assignment of Leases and Services Contracts (this "Bill of Sale"). Assignee shall defend, indemnify and hold harmless Assignor from and against any and all claims, loss, damages, liability, cost and expense (including without limitation, reasonable attorneys' fees) with respect to the Assigned Property which are for periods on or after the date of this Bill of Sale. Assignor shall defend, indemnify and hold harmless Assignee from and against any and all claims, loss, damages, liability, cost and expense (including

without limitation, reasonable attorneys' fees) with respect to the Assigned Property which are for periods prior to the date of this Bill of Sale.

This Bill of Sale is made and given subject to the Permitted Exceptions (as defined in the aforementioned Ground Lease Assignment).

Assignor and Assignee represent that they each have the full right, power, and authority to execute this Bill of Sale and to perform their respective obligations hereunder.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale and Assignment of Leases and Service Contracts, as of the ____ day of March, 1999.

ASSIGNOR:

NEW ENGLAND DESIGN CENTER LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: NEDC Partners, Inc., a Texas corporation, its general partner

By: Barbara A. Erhart
Barbara A. Erhart, Vice President

ASSIGNEE:

DIV DESIGN, LLC, a Massachusetts limited liability company

By: Design Center Management, Inc., a Massachusetts corporation, its Manager

By: [Signature]
Name: Jonathan G. Davis
Title: Treasurer and Chief Executive Officer

Attachments:

- Exhibit A - Land
- Exhibit B - List of Assigned Leases
- Exhibit C - List of Assigned Service Contracts
- Exhibit D - List of Excluded Property