

80-91-5

09-22-2008



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Maxwell Gillingham-Ryan

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

Citizenship (see guidelines)USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s)September 9, 2008

- Assignment       Merger
- Security Agreement       Change of Name
- Other\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?

Name: Apartment Therapy, LLC  
 Internal  
 Address:  
 Street Address: 22 Howard Street  
 City: New York  
 State: NY  
 Country: USA  
 Zip: 10013

- Association      Citizenship
- General Partnership      Citizenship
- Limited Partnership      Citizenship
- Corporation      Citizenship
- Other LLC      Citizenship USA

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)

Yes  
 No  
 TRADEMARK PROCESS RECEIVED  
 2008 SEP 16 A 10:04  
 US PATENT & TRADEMARK OFFICE

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
3,000,843

B. Trademark Registration No.(s)  
Serial #77492929

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Squiggle Mark Application - Filing Date June 6, 2008

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Susan E. Gorman, Esq.

Internal Address:

Berkowitz, Trager & Trager, LLC

Street Address: 8 Wright Street

City: Westport

State: CT

Zip: 06880

Phone Number: (203) 291-8237

Fax Number: (203) 226-3801

Email Address: seg@bertralaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

09/19/2008 DBYRNE 00000092 3000843

01 FC:8521

02 FC:8522

Deposit Account Number

Authorized User Name

48.00  
25.00

**9. Signature:**

Signature

9/12/08

Date

Susan E. Gorman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARKS

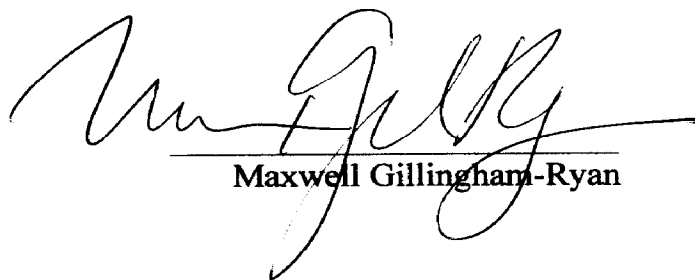
THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") made as of this 9th day of September, 2008, by Maxwell Gillingham-Ryan ("Assignor") to Apartment Therapy, LLC, a New York limited liability company ("Assignee").

Assignor, a Member and the sole Manager of the Assignee, has agreed to transfer and assign to Assignee all of his right title and interest associated with the trademarks and pending applications (and any registered trademarks resulting therefrom) set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Assigned Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement or dilution or other unauthorized use of any Assigned Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States of America or in any other country or countries, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

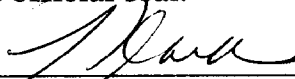
IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the above written date.

  
Maxwell Gillingham-Ryan

STATE OF NEW YORK )  
 )  
COUNTY OF New York ) ss. :

On the 12 day of September, 2008, before me personally appeared Maxwell Gillingham-Ryan known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

TONI L. CLARK  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NEW YORK COUNTY  
NO. 01CL6137633  
MY COMMISSION EXPIRES DEC. 5, 2009

Schedule A  
Assigned Trademarks

Apartment Therapy

Registration No.- 3,000,843

Registration Date - 9/72/2005

Squiggle Mark Application\* Series Number 77492929

Date Filed – 6/6/2008

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\* Includes any registered trademark resulting therefrom.

Z:\stg\Assignments\Apartment Therapy - Ryan Assignment of Trademark 091108.DOC

102488506 ? Assignment of Trademarks (Ryan to AT)

RECORDED: 09/16/2008

TRADEMARK  
REEL: 003857 FRAME: 0569