

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
Matrix Management, Inc.		03/31/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Awnings By Design, LLC		
Street Address:	15475 N. Greeway-Hayden Loop #12		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1594678	AWNINGS BY DESIGN INC.	
CORRESPONDENCE DATA			
Fax Number:	(925)407-2448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	480-951-9771		
Email:	bbeachy@suncityawning.com		
Correspondent Name:	Brian Beachy		
Address Line 1:	15475 N. Greeway-Hayden Loop #12		
Address Line 4:	Scottsdale, ARIZONA 85260		
NAME OF SUBMITTER:	Jon E. Kappes		
Signature:	/Jon E. Kappes/		
Date:	03/30/2010		

OP \$40.00 1594678

Total Attachments: 3
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**TRADEMARK
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SERVICE MARK ASSIGNMENT

This Agreement, effective this 31 day of March, 2009, is by and between MATRIX MANAGEMENT, INC of 12669 W. GRAND AVENUE, SURPRISE, ARIZONA 85374, an Arizona corporation (hereinafter "Assignor") and AWNINGS BY DESIGN, LLC of 15475 N. GREENWAY-HAYDEN LOOP #12, SCOTTSDALE, ARIZONA 85260, an Arizona limited liability company (hereinafter "Assignee"). Assignor and Assignee are hereinafter referred to as the "Parties."

RECITALS

WHEREAS, Assignor is the owner and assignee of the service mark "AWNINGS BY DESIGN INC," U.S. Federal Trademark Reg. No. 1594678, as set forth on Appendix A (hereinafter the "Mark");

AGREEMENT

In consideration of these premises, and the mutual undertakings, assignments, rights granted herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the aforementioned Parties agree as follows:

1. Assignor, together with the good will of the business in connection with which the Mark is used, does hereby sell, assign, and transfer to the Assignee the entire right, title, and interest in and to the Mark.
2. The effective date of this agreement is the date set forth in the first line of this agreement.
3. Miscellaneous:
 - a. This Agreement constitutes and embodies the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations, discussions, offers and acceptances with respect to such subject matter. This Agreement may not be modified except in writing signed by authorized representatives of both parties.
 - b. This Agreement does not create or give rise to any confidential or fiduciary relationship between Assignor on the one hand and Assignee on the other.
 - c. This Agreement shall be governed by, construed and enforced in accordance with the substantive and procedural laws of the State of Arizona. All disputes, controversies, or differences that may arise between the parties out of, or in relation to, or in connection with this Agreement, or for the breach thereof, shall be finally settled in Arizona by arbitration under the Rules of the American Arbitration Association. Prior to submitting any dispute to arbitration, executives of both parties with authority to settle the dispute shall meet and attempt to resolve the dispute in good faith. Such dispute will only be submitted to arbitration if the parties are unable to resolve the dispute in good faith within thirty (30) days after such meeting.
 - d. This Agreement may be executed in two or more counterparts, each of which shall constitute an original. This agreement is binding on the Parties even if executed with facsimile signatures, and under such circumstances the Parties agree to provide copies with original signatures at a later date.

e. Neither Party shall be liable for any consequential, incidental, exemplary, punitive or indirect damages of any kind arising out of, or resulting from, this Agreement or anything made available hereunder.


f. This Agreement does not constitute either party hereto the agent of the other party for any purpose whatsoever, nor does either party thereto have the right or authority to assume, create or incur any liability of any kind, express or implied, against or in the name or on behalf of the other party.

g. If any provision of this Agreement shall be deemed by a Court of competent jurisdiction and last resort to be invalid or unenforceable as against public policy or for any other reason, such provision shall be deemed stricken from this Agreement. This Agreement shall remain valid and enforceable as to all other provisions, and the Parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

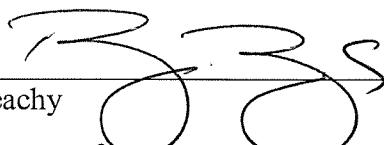
Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated below.

Assignee: AWNINGS BY DESIGN, LLC

Assignor: MATRIX MANAGEMENT, INC.



Brian Beachy
Title: Managing Member
Date: 3-31-09



Brian Beachy
Title: President
Date: 3-31-09

APPENDIX A

AWNINGS BY DESIGN INC FEDERAL TRADEMARK REGISTRATION

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,594,678

Registered May 1, 1990

SERVICE MARK
PRINCIPAL REGISTER



AWNINGS BY DESIGN, INC. (ARIZONA CORPORATION)
14433 NORTH 73RD STREET
SCOTTSDALE, AZ 85260

FOR: CUSTOM DESIGN OF RETRACTABLE
AWNINGS, IN CLASS 42 (U.S. CL. 100).

FIRST USE 10-0-1982; IN COMMERCE
10-0-1982.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "AWNINGS" AND "DESIGN,
INC.", APART FROM THE MARK AS SHOWN.
SEC. 2(F).

SER. NO. 73-804,667, FILED 6-5-1989.

G. MAYERSCHOFF, EXAMINING ATTORNEY