

## 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
Houser Enterprises, Inc.	FORMERLY Chicago Flag & Decorating company, Inc.	03/03/2010	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	CFDC Acquisition, LLC		
Street Address:	65 Shields Rd		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35811		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3733366	AMERICA'S FLAG COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(616)222-2479		
Phone:	6167522479		
Email:	skeller@wnj.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	R. Scott Keller		
Address Line 1:	111 Lyon ST NW		
Address Line 2:	900 Fifth Third Center		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	141748147364		
NAME OF SUBMITTER:	R. Scott Keller		
Signature:	/rsk/		

OP \$40.00 3733366

Date:

12/20/2011

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of March 3, 2010 ("Effective Date") by and between Houser Enterprises, Inc. f/k/a Chicago Flag & Decorating Company, Inc. d/b/a C.F. Flag Company, an Alabama corporation (the "Assignor"), and CFDC Acquisition, L.L.C., a Delaware limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor has obtained registration of a trademark and/or service mark in the United States Patent and Trademark Office, Registration Number 3,733,366, which was granted on January 5, 2010 (the "Marks"); and

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

**WHEREAS**, the Assignee desires to acquire all of the Assignor's rights, title, and interest in and to the Marks; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF MARKS.

As of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to Assignee, and the Assignee accepts and assumes all right, title, and interest in and to the following:

- (a) the Marks, as defined in the Recitals above;
- (b) the registrations and applications for registration of such Marks;
- (c) the common law rights associated with such Marks;
- (d) the goodwill of the business connected with and symbolized by each such Mark;
- (e) all income, royalties, and damages hereafter due and payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past and future infringements and misappropriations of the Marks; and
- (f) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

**2. CONSIDERATION.**

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of One Dollar (\$1.00), to be paid within ten (10) days of the Effective Date (the "Consideration"). This Consideration is in addition to the consideration set forth in the Asset Purchase Agreement between the Parties.

**3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment of the Marks;

- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment; and
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

**4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

**5. NO EARLY ASSIGNMENT.**

The Assignee agrees not to assign or otherwise encumber its rights in and to the Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

**6. DOCUMENTATION.**

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

**7. NO FURTHER USE OF MARKS.**

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

**8. INDEMNIFICATION.**

In the event that any of the Marks infringe on any United States or foreign trademark or trade secret of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim, provided that all of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim; and
- (d) the Assignee stops all sales, distribution, and public use of or relating to the infringing Marks, if requested by the Assignor.

If the Assignee is enjoined from further use of any infringing Mark, or if the Assignee is liable for use of any infringing Mark, or if the Assignee stops using any of the Marks pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Marks;
- (b) modify the infringing Marks to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Marks to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the Consideration under this Assignment for the infringing Marks to the Assignee.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered,

changed, or modified form of the Marks not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

**9. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

**10. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**11. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Alabama. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**12. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.



For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**13. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**14. ENTIRE ASSIGNMENT.**

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**15. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

HOUSER ENTERPRISES, INC. f/k/a CHICAGO FLAG & DECORATING COMPANY, INC.

By: Partner John E. Houser

Name: John E. Houser

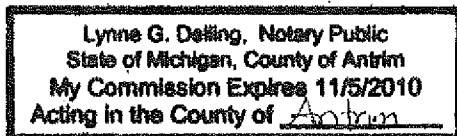
Title: PARTNER

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alabama )  
 ) .ss  
County of Madison )

On this 10 day of ~~March~~ <sup>May</sup>, 2010, before me, the undersigned Notary Public, personally appeared before me John E. Houser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the PARTNER of Houser Enterprises, Inc. f/k/a Chicago Flag & Decorating Company, Inc. d/b/a C.F. Flag Company and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by such signature, the person executed the instrument.

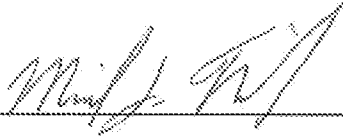
WITNESS my hand and official seal.



Notary Public: Lynne G. Delling  
My Commission Expires: 11/5/2010

ASSIGNEE

CFDC ACQUISITION, L.L.C.

By: 

Name: Michael Finch


Title: Member/Manager

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alabama     )  
  ) .ss  
County of Madison    )

On this 3rd day of March, 2010, before me, the undersigned Notary Public, personally appeared before me Michael Finch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Member/Manager of CFDC Acquisition, L.L.C. and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Notary Public: 

My Commission Expires;  
My Commission Expires  
November 09, 2013