

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jimco Lamp & Manufacturing Company		07/15/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3606481	WINDO	
Registration Number:	3360163	THRO HOME	
Registration Number:	2581486	THRO	
Registration Number:	3861657	SLEEP OVER	
Registration Number:	3340528	OLIVIA'S ROOM	
Registration Number:	3021571	MARLO LORENZ	
Registration Number:	3911714	LIVE COZY	
Registration Number:	3723705	BLANKCOAT	
Registration Number:	4291361	BELLE MAISON BEAUTIFUL HOME BIENVENUE AN	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.363.4677		

OP \$240.00 3606481

Email: trademark@beneschlaw.com
Correspondent Name: Duncan Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	28380-3
NAME OF SUBMITTER:	Duncan Poirier
Signature:	/Duncan Poirier/
Date:	01/15/2014

Total Attachments: 14

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EXECUTION COPY

CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT

This Contingent Patent, Trademark and License Assignment (as the same may from time to time be amended, restated or otherwise modified, this "Assignment") is made by JIMCO LAMP & MANUFACTURING COMPANY, an Ohio corporation ("Assignor"), in favor of KEYBANK NATIONAL ASSOCIATION, having its main office at 127 Public Square, Cleveland, Ohio 44114, as agent ("Agent") for the benefit of Lenders (as defined below) for the purposes of this Assignment, the Credit Agreement (as defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, PATTON PICTURE COMPANY, an Ohio corporation ("Patton"), and STYLECRAFT LAMPS, INC., a Delaware corporation ("Stylecraft" and together with Patton and Assignor, collectively, the "Borrowers"), Agent, and the lending institutions named in Schedule 1 of the Credit Agreement (collectively, "Lenders," and individually, "Lender"), are parties to a Second Amended and Restated Credit and Security Agreement dated as of even date herewith (as the same may be further amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Lenders' respective commitments (each such commitment, a "Subject Commitment"); and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Borrowers that, among other things, Assignor shall have executed and delivered this Assignment to Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Borrowers such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants, assigns and conveys to Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants and conveys to Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Secured Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Secured Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Liens permitted pursuant to Section 5.9 of the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties; Terms. Assignor hereby agrees that the use by Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred and is continuing, Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Agent. From and after the occurrence of an Event of Default and during the continuance thereof, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Agent's main office.

9. Reassignment to Assignor. Upon payment in full of the Secured Debt and termination of the Credit Agreement, Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent.

11. Financing Statements; Documents. At the request of Agent, Assignor will join with Agent in executing one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in

all public offices where filing or recording is deemed necessary or desirable by Agent. Assignor will execute and deliver to Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Assignor, Agent or Lenders, mailed or delivered to them, addressed to the respective addresses of Assignor, Agent and Lenders specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid

by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Assignor to Agent pursuant to any of the provisions hereof shall not be effective until received by Agent.

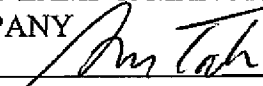
19. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio, without regard to principles of conflicts of laws.

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20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG ASSIGNOR, AGENT OR LENDERS, OR ANY THEREOF.

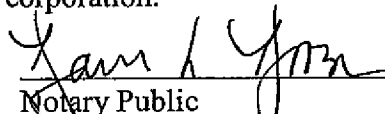
IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 15th day of July, 2005.

Address: c/o Linsalata Capital Partners
Fund IV, L.P.
Landerbrook Corporate Center One
Suite 280
Mayfield Heights, OH 44124
Attention: Gregory Taber

JIMCO LAMP & MANUFACTURING
COMPANY
By: 
Print Name: Gregory L. Taber
Its: Vice President, Treasurer and Assistant
Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

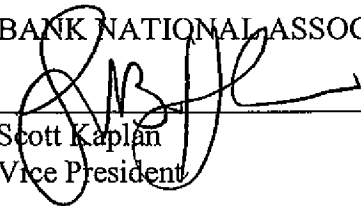
The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 13th day of July, 2005, by Gregory L. Taber, Vice President, Treasurer and Assistant Secretary, on behalf of the corporation.


Notary Public
My commission expires: _____

Accepted at Cleveland, Ohio,
as of July 15, 2005

KAREN L. KOOZER, Notary Public
State of Ohio
My Commission Expires April 23, 2006

KEYBANK NATIONAL ASSOCIATION, as Agent

By: 
Scott Kaplan
Its: Vice President

JIMCO LAMP & MANUFACTURING COMPANY

Schedule A

Patents

1. United States Design Patent No. D552469 entitled "Lamp Base Display" (inventor: Don Harmon; Serial Number: 29/215,615; filing date: October 20, 2004; issue date: October 9, 2007).
2. United States Design Patent No. D685260 entitled "Packaging" (inventor: Sarah Jane Thielemier; Serial Number: 29/370,240; filing date: June 18, 2010; issue date: July 2, 2013).

JIMCO LAMP & MANUFACTURING COMPANY

Schedule B

Trademarks

See attached "THRO, LTD. TRADEMARKS."

THRO. LTD. TRADEMARKS:

Trademark	Country	Application No./ Registration No.	Filing Date/ Registration Date	Goods/Class	Owner/ Notes
WINDO (Stylized) windō	US	SN:77-078978 RN:3,606,481	January 9, 2007 April 14, 2009	(Int'l Class: 24) Fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances	Thro, Ltd.
THRO HOME	US	SN:76-632668 RN: 3,360,163	March 4, 2005 December 25, 2007	(Int'l Class: 20) Furniture, pillows and decorative home accessories, namely, decorative bead curtains (Int'l Class: 24) Household items made of fabric, namely, tables runners, placemats, throws, shams, quilts and linens for both the bedroom and bathroom,...	Thro, Ltd.
THRO (Stylized) THRŌ	US	SN:76-185175 RN:2,581,486	December 22, 2000 June 18, 2002	(Int'l Class: 20) Pillows (Int'l Class: 24) Household items made of fabric, namely, table runners, placemats and blankets	Thro, Inc. (Outstanding Security Interest Granted to Garber Finance Inc.)
SLEEP OVER (Stylized) SLEEP ŌVER	US	SN:77-721009 RN:3,861,657	April 23, 2009 October 12, 2010	(Int'l Class: 20) Beds, mattresses, pillows and bolsters (Int'l Class: 24) Bed blankets; bed sheets; blanket throws; throws	Thro, Inc.
OLIVIA'S ROOM	US	SN:76-632669 RN:3,340,528	March 4, 2005 November 20, 2007	(Int'l Class: 20) Pillows	Thro, Ltd.

Trademark	Country	Application No./ Registration No.	Filing Date/ Registration Date	Goods/Class	Owner/ Notes
				(Int'l Class: 24) Household items made of fabric, namely tables runners, placemats, throws, shams, quilts and linens for both the bedroom and bathroom	
MARLO LORENZ	US	SN:76-592457 RN:3,021,571	May 17, 2004 November 29, 2005	(Int'l Class: 20) Pillows (Int'l Class: 24) Household items made of fabric, namely tables runners, placemats, throws, shams, quilts and linens for both the bedroom and bathroom	Thro, Ltd. (Outstanding Security Interest Granted to Gerber Finance Inc.)
LIVE COZY	US	SN:77-722682 RN:3,911,714	April 27, 2009 January 25, 2011	(Int'l Class: 20) Bed pillows; pillows (Int'l Class: 24) Bed blankets; bed sheets; blanket throws (Int'l Class: 25) Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; infant and toddler one piece clothing; infant...	Thro, Ltd.
BLANKCOAT	US	SN:77-681337 RN:3,723,705	March 2, 2009 December 8, 2009	(Int'l Class: 24) Shams; throws	Thro, Ltd.
BELLE MAISON BEAUTIFUL HOME BIENVENUE AND FRIENDS WELCOME BONJOUR FAMILY ANTE	US	SN:85-600821 RN:4,291,361	April 18, 2012 February 19, 2013	(Int'l Class: 24) Bed throws; blanket throws; curtains and towels; curtains of textile; curtains of textile or plastic; fabric table runners; fabric table toppers;	Thro, Ltd.

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Trademark	Country	Application No/ Registration No.	Filing Date/ Registration Date	Goods/Class	Owner/ Notes
BONHEUR FAMILLE ET AMIS CHEERS UNE BIENVENUE A THRO BRAND (Stylized) <small>Address: 100101, 100101, 100101 and 100101, 100101, 100101 all within the scope of this is 100101, 100101, 100101 for 100101 and 100101, 100101 for 100101 and 100101, 100101 100101, 100101, 100101, 100101 100101, 100101, 100101, 100101 100101, 100101, 100101, 100101</small>				fabric window coverings and treatments, namely, curtains, draperies, sheers, swags and valances; fabrics for textile use; fabrics that may...	
THRO	China	RN: 6457025	December 24, 2007 May 28, 2010	(Translation) (Int'l Class: 24) Home use textile; Long and narrow tablecloth; Bed sheet; On bed thing cover; Quilt; Bathroom flaxen cloth (clothing exception); Tableware pad (non-paper system); Pillowcase; Bed sheet (textile); On the bed uses the cover	Thro, Ltd.
THRO	China	RN: 6457026	December 24, 2007 March 21, 2010	(Translation) (Int'l Class: 20) Pillow	Thro, Ltd.
MARLOLORENZ	China	RN: 6457487	December 24, 2007 May 28, 2010	(Translation) (Int'l Class: 24) Home use textile; Long and narrow tablecloth; Bed sheet; On bed thing cover; Quilt; The bedroom uses the flaxen cloth; Bathroom flaxen cloth (clothing exception); Tableware pad (non-paper system); Pillowcase; Bed sheet (textile); On	Thro, Ltd.

Trademark	Country	Application No./ Registration No.	Filing Date/ Registration Date	Goods/Class	Owner/ Notes
				the bed uses the cover	
MARLO LORENZ	China	RN: 6457024	China December 24, 2007 March 21, 2010	(Translation) (Int'l Class: 20) Pillow	Thru, Ltd.

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JIMCO LAMP & MANUFACTURING COMPANY

Schedule C

Licenses

1. License Agreement, dated December 28, 2004, between the Company and Emess Design Group, LLC, pursuant to which the Company licensed certain property rights to certain common law trade dress rights and design patent rights (Lamp Base Display) to Emess.
2. Software License and Support Agreement, dated January 21, 2011 between Home Décor Holding Company and Sage Software Inc.