# OP \$40.00 3729217

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM373351

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flexo Solutions		02/11/2016	LIMITED LIABILITY COMPANY: NEW JERSEY

### **RECEIVING PARTY DATA**

Name:	Hunter Douglas Window Designs, LLC	
Street Address:	One Blue Hill Plaza, 20th Floor	
City:	Pearl River	
State/Country:	NEW YORK	
Postal Code:	10965	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3729217	TRILIGHT SHADES	

## **CORRESPONDENCE DATA**

**Fax Number:** 3038763455

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 3038763936

**Email:** teresa.pierson@hunterdouglas.com

Correspondent Name: Teresa Pierson, Esq.
Address Line 1: Hunter Douglas Inc.
Address Line 2: One Duette Way

Address Line 4: Broomfield, COLORADO 80020

ATTORNEY DOCKET NUMBER:	TRILIGHT SHADES
NAME OF SUBMITTER:	Teresa Pierson, of Hunter Douglas Inc.
SIGNATURE:	/Teresa Pierson/
DATE SIGNED:	02/16/2016

### **Total Attachments: 3**

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# TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made by Flexo Solutions ("Flexo"), previously identified as a limited liability company.

WHEREAS, Flexo has adopted, used, and is using the trademark identified on the attached Exhibit A (the "Trademark"); and

WHEREAS, Flexo is desirous of assigning all of its rights in the Trademark to Hunter Douglas Window Designs, LLC ("Hunter Douglas") worldwide and any applications and registrations therefor, including the registrations identified on Exhibit A.

NOW, THEREFORE, in consideration of the payment of Five Dollars (\$5.00 U.S.), to be paid upon execution hereof by Hunter Douglas to Flexo, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment of Trademark. Flexo hereby sells, assigns, transfers and conveys to Hunter Douglas all rights, title and interest in and to the Trademark worldwide, and any applications and registrations therefor, including the registrations identified on the attached Exhibit A, together with the good will associated with the use of and symbolized by the Trademark, to be held and enjoyed by Hunter Douglas as fully and entirely as said interest could have been held and enjoyed by if this sale, assignment and transfer had not been made:
- 2. Assignment of Cause of Action. Flexo further sells, assigns, transfers and conveys to Hunter Douglas the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademark.
- 3. <u>Cooperation</u>. Flexo hereby covenants and agrees to cooperate with Hunter Douglas so that Hunter Douglas may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Hunter Douglas which are deemed necessary or desirable by Hunter Douglas to perfect in it the rights, title and interest herein conveyed.
- 4. Warranties of Ownership and Non-Infringement. Flexo hereby represents that to the best of its knowledge and belief it is the exclusive owner of the Trademark and that no other person, firm, corporation, or association has the right to use the Trademark in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Trademark.
- 5. <u>Warranty of No Conflict of Rights</u>: Flexo hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties which would conflict with the rights herein granted.

Page 1 of 3

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	6. <u>Survival</u> . The terms, covenants and provisions of this Assignment shall inure to the benefit of Hunter Douglas, its successors, assigns, and/or legal
And the second s	representatives, and shall be binding upon Flexo, its successors, assigns and/or other legal representatives.
	IN WITNESS WHEREOF, Flexo has caused this Assignment to be executed, and such Assignment is effective as of the date indicated below.
	DATED: February 1 2016.  FLEXO SOLUTIONS  By  Jason VanVolkenburgh
r	Assistant Secretary and Associate General Counsel, Hunter Douglas Window Designs, LLC, Successor of Flexo Solutions by Corporate Reorganization
	NOTARY CERTIFICATE  Lew Jersey  State of New York  ) ss.  County of Bergen  The foregoing Trademark Assignment was signed or acknowledged before me
	this day of February, 2016, by Jason VanVolkenburgh.
	WITNESS my hand and official seal.
	(SEAL) Rojary Public Phora
	My commission expires:
	RADIKA SOOJHAI OBARA NOTARY PUBLIC OF NEW JERSEY I.D. # 2329990 My Commission Expires 6/9/2020
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Page 2 of 3



Trademark	Jurisdiction	Application No. and Application Date	Registration No. and Registration Date
Trilight Shades	United States	Serial No. 77439861 Filed April 4, 2008	Registration No. 3729217 Registered December 22, 2009
Trilight Shades	Canada	Application No. 1395704 Filed May 15, 2008	Registration No. 753803 Registered November 24, 2009

Page 3 of 3

TRADEMARK REEL: 005732 FRAME: 0379

**RECORDED: 02/16/2016**