

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZ BLINDS AND DRAPERY, INC.		06/06/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	3DZ, LLC		
Street Address:	One Raquel Way		
City:	Hodgkins		
State/Country:	ILLINOIS		
Postal Code:	60525		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2973594	THE BEST MADE WINDOW TREATMENTS YOU'LL E	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<i>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.</i>			
Phone:	3122072811		
Email:	mbenson@reedsmith.com		
Correspondent Name:	Robert E. Browne		
Address Line 1:	Reed Smith LLP		
Address Line 2:	10 South Wacker Drive, 40th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Robert E. Browne		
SIGNATURE:	/Robert E. Browne/		
DATE SIGNED:	06/20/2016		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into and made effective as of June 6, 2016, by and among (a) 3DZ, LLC, a Delaware limited liability company (the "Assignee"), and (b) the signatories hereto in the capacity of Assignors (collectively "Assignors").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignee, the Assignors, and the other signatories party thereto (the "Purchase Agreement"), the Assignors have agreed to sell, assign, transfer, convey, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all of the Assignors' right, title, and interest in, to, and under the trademarks, service marks, and registrations therefor set forth on Schedule A hereto (collectively, the "Trademarks"), and have agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignors are hereby effecting such transfer and assignment of all right, title, and interest of the Assignors throughout the world in and to the Trademarks and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignors hereby agree as follows:

1. Assignment. The Assignors hereby irrevocably convey, transfer, and assign to the Assignee all of the respective right, title, and interest of the Assignors in and to the Trademarks, together with all goodwill associated therewith and all rights of the respective Assignors to sue and recover damages for past, present, and future infringement, dilution, misappropriation, or other violation of such Trademarks. The Assignee is to hold all right, title, and interest in and to the Trademarks as fully and exclusively as they would have been held and enjoyed by the respective Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignors authorize and request the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Trademarks and shall, promptly upon presentation to the Assignee by the Assignors, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignors agree to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion, or enforcement of the Trademarks.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Illinois.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf", or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.


8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand, or diminish the terms or provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

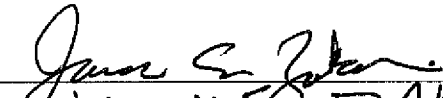
ASSIGNEE:

3DZ, LLC

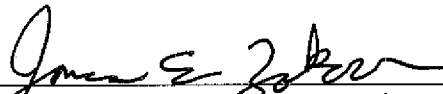
By: 
Name: David Hell
Title: CEO

ASSIGNORS:


EDDIE Z'S BLINDS AND DRAPERY INC.

By: 
Name: JAMES E. ZAKOUR
Title: PRESIDENT

EZ BLINDS AND DRAPERY INC.

By: 
Name: JAMES E. ZAKOUR
Title: PRESIDENT

ZNL CORPORATION

By: 
Name: JAMES E. ZAKOUR
Title: PRESIDENT


LEBITA CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.


ASSIGNEE:

3DZ, LLC

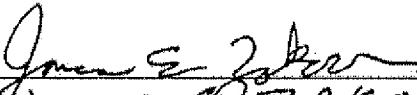
By: 
Name: David Hall
Title: CEO

ASSIGNORS:


EDDIE Z'S BLINDS AND DRAPERY INC.

By: 
Name: JAMES E. ZAKOOR
Title: PRESIDENT


EZ BLINDS AND DRAPERY INC.

By: 
Name: JAMES E. ZAKOOR
Title: PRESIDENT

ZNL CORPORATION

By: 
Name: JAMES E. ZAKOOR
Title: PRESIDENT

LEBITA CORPORATION

By: 
Name: MARK LOKANE
Title: SECRETARY

[Signature Page to Assignment of Trademarks]

ASSIGNORS (CONT'D):

DARCY DESIGNS INC.

By: James E. Zook
Name: JAMES E. ZOOK
Title: PRESIDENT

[Signature Page to Assignment of Trademarks]

SCHEDULE A
TRADEMARKS

Registration Number	Mark	Jurisdiction
3,823,287	EDDIE Z'S MAKES IT EZ	US
3,192,132	EDDIE Z's	US
3,252,196	EDDIE Z'S	US
2,671,938	EDDIEZ'S	US
1,832,974	EDDIE Z'S EXPRESS BLINDS	US
2,495,860	EDDIE Z'S BLINDS AND DRAPERY	US
722,584	EDDIE Z'S	Canada
2,973,594	THE BEST MADE WINDOW TREATMENTS YOU'LL EVER OWN	US
683,959	THE BEST MADE WINDOW TREATMENTS YOU'LL EVER OWN	Canada
3,342,726	PROWOOD	US
3,192,756	NOBODY KNOWS BLINDS AND DRAPERY BETTER...NOBODY!	US
4,134,114	THE RIGHT STYLE AT THE RIGHT PRICE	US
4,370,789	RAQUEL EDMONDS DESIGN	US
1,877,075	HOUSE OF BLINDS & MORE	US
2,225,735	HOUSE OF BLINDS AND DRAPERY	US
TMA576685	EVERYTHING FOR WINDOWS	Canada
TMA601128	HOUSE OF BLINDS AND DRAPERY	Canada
TMA 515,944	PREMIER BLIND FACTORY	Canada
2,973,594	THE BEST MADE WINDOW TREATMENTS YOU'LL EVER OWN	US
683,959	THE BEST MADE WINDOW TREATMENTS YOU'LL EVER OWN	Canada