

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ellery Holdings LLC	12/23/2010
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11177109
CORRESPONDENCE DATA	
Fax Number:	(215)564-8120
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-564-8602
Email:	Svictor@stradley.com
Correspondent Name:	Sheila Victor for C.W.Rosenbleeth, Esq.
Address Line 1:	Stradley Ronon Stevens & Young, LLP
Address Line 2:	2005 Market Street, Suite 2600
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	181378-0014
NAME OF SUBMITTER:	Sheila Victor

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of December ~~23~~, 2010, is made by Ellery Holdings LLC, a Delaware limited liability company, with an address c/o Trivest Partners, L.P., 550 South Dixie Highway, Suite 300, Coral Gables, Florida 33146 (the "Grantor"), and Wells Fargo Bank, National Association ("Lender"), having an address at 100 Park Avenue, 2nd Floor, New York, New York 10017.

Recitals

A. Grantor, as borrower, Ellery Homestyles Holding Corporation, as guarantor, and Lender are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Grantor.

B. Pursuant to and under the terms of the Loan Agreement, Grantor has granted to Lender a security interest in and continuing lien on certain Collateral, including, without limitation, the Patents and Trademarks of Grantor, and Grantor agreed, as a condition thereof, to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" has the meaning given to such term in the Loan Agreement and includes, without limitation, the patents listed on Exhibit A.

"Trademarks" has the meaning given to such term in the Loan Agreement and includes, without limitation, the trademarks listed on Exhibit B.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants to Lender a security interest with power of sale to the extent permitted by law, in all of Grantor's right, title and interest in, to and under the Patents, the Trademarks and any proceeds of the foregoing to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles that would result in the application of any law other than the law of the State of New York.

5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement conflict with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

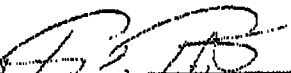
6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, that Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any necessary or desirable actions in connection with the Patents and/or Trademarks, subject to the rights of Lender after the occurrence and during the continuance of an Event of Default.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the security interest set forth herein can be released, only explicitly in a writing signed by Lender. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns, and Borrower waives notice of Wells Fargo's acceptance hereof. A carbon, photographic or other reproduction of this Agreement signed by Borrower shall have the same force and effect as the original for all purposes. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written above.

ELLERY HOLDINGS LLC

By 

Name: Troy D. Templeton


Title: Chairman of the Board

*Patent and Trademark Security Agreement
(Signature Page)*

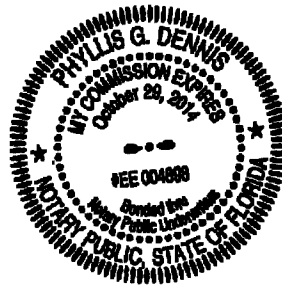
**PATENT
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STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of December, 2010, by Troy D. Templeton, the Chairman of the Board of Ellery Holdings LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public



*Patent and Trademark Security Agreement
(Notary Page)*

EXHIBIT A

PATENTS

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
<i>None</i>		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Fabric Panel Adaptable Drape, as Curtain, Shade and Valance	11/177,109	July 8, 2005

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
<i>None</i>			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
<i>None</i>			

EXHIBIT B
TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS
UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	June 15, 2010
ABSOLUTE ZERO	3,755,643	March 2, 2010
ECLIPSE	3,146,942	September 19, 2006
GIVE THEM A BETTER NIGHT'S SLEEP!	3,804,035	June 15, 2010
HEADS UP	3,160,777	October 17, 2006
THE GREAT OUTDOORS & DESIGN	2,870,496	August 3, 2004
THERMABACK	3,551,012	December 23, 2008
THERMALAYER	3,640,763	June 16, 2009
THERMALINER	3,620,238	May 12, 2009
THERMAWEAVE	3,551,011	December 23, 2008

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
AT EASE	85/024,061	April 27, 2010

COMFORTTECH	85/045,179	May 21, 2010
CURTAINFRESH	85/109,134	August 17, 2010
CURTAINFRESH (stylized)	85/109,323	August 17, 2010
GREAT SLEEP – DAY OR NIGHT	77/601,559	October 27, 2008
OFF CAMPUS	77/634,565	December 16, 2008
PARASOL	85/099,709	August 4, 2010
PARASOL (stylized)	85/106,879	August 13, 2010
PEACEFUL SLEEP FOR BABY	77/822,846	September 9, 2009
SOLAR SHEER	77/685,133	March 6, 2009
SOLAR SHEER	85/125,977	September 9, 2010
SOLAR SHEERS	77/685,142	March 6, 2009
SOLAR SHEERS	85/126,006	September 9, 2010
SUNDOWN	85/126,692	September 10, 2010
THE GREAT OUTDOORS	85/099,036	August 3, 2010

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABSOLUTE ZERO	Hong Kong	301257345	December 15, 2008
ABSOLUTE ZERO	Japan	5281749	November 20, 2009

ABSOLUTE ZERO	Taiwan	01383981	November 1, 2009
ECLIPSE	Hong Kong	301134693	January 29, 2009
ECLIPSE	Taiwan	01358293	April 16, 2009
ECLIPSE (color and device)	Japan	5323997	May 21, 2010
ECLIPSE and DESIGN	Mexico	1090887	March 20, 2009

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ABSOLUTE ZERO	Canada	1417723	November 10, 2008
ABSOLUTE ZERO	European Community	007471311	December 17, 2008
ABSOLUTE ZERO	Mexico	NA	December 12, 2008
ABSOLUTE ZERO	China	726048	March 18, 2009
ABSOLUTE ZERO	Korea	4020090021934	May 13, 2009
ECLIPSE	Canada	1426051	January 29, 2009
ECLIPSE	China	6884568	August 6, 2008

COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<i>None</i>		

FOREIGN UNREGISTERED MARKS

<u>Mark</u>	<u>Country</u>
ABSOLUTE ZERO	China
ABSOLUTE ZERO	Republic of Korea
ECLIPSE	Japan