

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Letter Agreement to Purchase Certain Assets of AtHome America, Inc. from MB Financial Bank, N.A.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MB Financial Bank, N.A.		01/14/2010	National Banking Association:

RECEIVING PARTY DATA

Name:	AH Acquisition Co.
Street Address:	7630 West McIntosh Drive
City:	Orland Park
State/Country:	ILLINOIS
Postal Code:	60462
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76373736	AT HOME AMERICA
Registration Number:	2660556	AT HOME AMERICA
Serial Number:	78095526	AT HOME AMERICA
Registration Number:	3038135	ATHOME WITH BECKY AND LISA
Serial Number:	78247690	HOMECOMING
Registration Number:	2726869	HOMESTYLE SPECIALIST
Registration Number:	2374129	THE COUNTRY PEDDLERS AND COMPANY OF AMERICA, INC.

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: chicago.trademarks@klgates.com,
 valerie.swanson@klgates.com

Correspondent Name: K&L Gates LLP
Address Line 1: P.O. Box 1135

CH \$190.00 76373736

900156098

**TRADEMARK
 REEL: 004159 FRAME: 0931**

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER: 3722823-1

NAME OF SUBMITTER: Sven Nylén

Signature: /sven nylén/

Date: 03/03/2010

Total Attachments: 11

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AH ACQUISITION CO.

January 14, 2010

VIA E-MAIL

MB Financial Bank, N.A.

6111 North River Road

Rosemont, Illinois 60018

Attention: Mark J. Kosminskas, Esq.

Phone: (847) 653-2332

E-Mail: mkosminskas@mbfinancial.com

Subject: Letter Agreement to Purchase Certain Assets of AtHome America, Inc.
from MB Financial Bank, N.A.

Dear Mr. Kosminskas:

This letter agreement (this "**Agreement**") sets forth the terms and conditions of the agreement by and between the undersigned purchaser (the "**Buyer**") and MB FINANCIAL BANK, N.A., a national banking association ("**Seller**") with respect to the purchase by Buyer from Seller of certain assets (the "**Transaction**") of ATHOME AMERICA, INC., a Delaware corporation (the "**Company**"). As used herein, the term "**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of Illinois. Terms used herein that are defined in the UCC and are not otherwise defined herein shall have the meanings assigned to such terms in the UCC.

1. Structure of the Transaction.

1.1 Assets To Be Sold and Purchased. Subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Seller, in its capacity as a secured creditor conducting a public foreclosure sale pursuant to Sections 9-610 and 9-617 of the Illinois Uniform Commercial Code (the "**Public Sale**"), agrees to sell, convey, and assign to Buyer and Buyer agrees to purchase from Seller, all of Company's rights in and to the Company's assets described in Part A of Schedule 1.1 attached hereto in which Seller has a security interest (the "**Acquired Assets**"); provided, however, that the Purchased Assets shall not include (collectively, the "**Excluded Assets**") (a) any cash, deposit accounts, cash equivalents or brokerage accounts of the Company, (b) any amounts receivable under credit card processing agreements and credit card receipts, and any leased equipment (unless Buyer assumes such lease at Closing), (c) assets in which Seller does not have a security interest, (d) all minute books, organizational documents, stock registers and such other books and records of Company as pertain to ownership, organization or existence of Company and duplicate copies of such records as are necessary to enable Company to file tax or other returns and reports, (e) duplicate copies of any records the Company is required by law to maintain or (f) any other assets set forth on Part B of Schedule 1.1.

1.2 Nonassignable Assets. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Agreement nor the consummation of the Transaction shall be construed as an attempt or agreement to assign any Acquired Asset, including any contract, agreement, lease, license, permit or other right, which by its terms or by law is nonassignable without the consent of a third party or a governmental body or is cancelable by a third party or governmental body in the event of an assignment ("**Nonassignable Assets**") unless and until such consent shall have been obtained by Buyer (at its sole cost and expense).

1.3 Excluded Liabilities. Except as otherwise expressly agreed in writing by Buyer, Buyer shall not assume and shall have no responsibility for any liabilities or obligations of Seller or the Company arising in connection with, or related to, the Acquired Assets, nor shall Buyer be deemed to be an owner or operator of Company's facilities, business or assets. Seller shall not assume and shall have no responsibility for any liabilities or obligations of Buyer or Company arising in connection with, or related to, the Acquired Assets or otherwise, nor shall Seller be deemed to be an owner or operator of Company's facilities, business or assets.

1.4 WARRANTY DISCLAIMERS. **THE ACQUIRED ASSETS ARE BEING SOLD "AS IS" AND "WHERE IS", WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES (A) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, (B) AS TO THE QUALITY OR THE VALUE OF THE ACQUIRED ASSETS, (C) AS TO THE EXISTENCE ON THE CLOSING DATE OF ANY SPECIFIC ITEMS CONSTITUTING THE ACQUIRED ASSETS OR THE QUANTITY THEREOF, (D) AS TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE WITH RESPECT TO THE ACQUIRED ASSETS, OR (E) AS TO THE ASSIGNABILITY OR TRANSFERABILITY OF ANY CONTRACT, AGREEMENT, LEASE, LICENSE, PERMIT OR OTHER RIGHT OF THE COMPANY, ALL OF WHICH SELLER HEREBY DISCLAIMS AND EXCLUDES.**

2. Purchase Price. The aggregate purchase price for the Purchased Assets shall be Eight Hundred Thousand Dollars (\$800,000.00) (the "**Purchase Price**"). Buyer has previously delivered to Seller earnest money in the amount of Fifty Thousand Dollars (\$50,000.00) (the "**Earnest Money**"). The remainder of the Purchase Price of Seven Hundred Fifty Thousand Dollars (\$750,000) shall be paid by Buyer to Seller no later than 1:00 p.m. Central Standard Time on January 15, 2010 (the "**Deadline**"), by wire transfer as follows:

Bank: MB Financial Bank, N.A.
6111 North River Road
Rosemont, Illinois 60018
Attention: Betty Arias
Account: 0100-1030000
ABA: 071001737
Account Name: CBS Loan Clearing Account
Ref: ATHOME AMERICA, INC.

Time is of the essence with respect to this Agreement. In the event that Buyer fails to deliver the Purchase Price (or any portion thereof) as set forth above by the Deadline, Seller may terminate this Agreement upon notice to Buyer, the Earnest Money shall be forfeit to Seller as liquidated damages, Seller shall not have any obligation to consummate the Transaction or have any other obligation or liability to Buyer or any third party under this Agreement or otherwise, and Buyer shall have no right, title or interest in the Acquired Assets. Buyer acknowledges and agrees that the liquidated damages provided for this Section are intended as compensation to Seller, and not intended to be a punishment or penalty because damage to Seller by reason of Buyer's failure to deliver the balance of the Purchase Price are incapable or very difficult of accurate estimation.

3. **Transfer Taxes and Fees.** Notwithstanding anything to the contrary in this Agreement, any transfer, documentation, sales, use or other similar taxes, and any conveyance fees, recording charges and other similar fees and charges (including interest and penalties associated therewith) incurred in connection with the consummation of the transactions contemplated by this Agreement and the Related Agreements (as defined below) shall be paid by Buyer when due, and Buyer will, at Buyer's own expense, prepare and file any necessary returns or reports with respect to any such taxes or fees.

4. **Sale; Closing Date.**

4.1 Seller has sent a Notice of Disposition of Collateral (the "**Public Sale Notice**") pursuant to Article 9 of the UCC to the Company stating that Seller intends to sell its collateral at the Public Sale. The Public Sale is scheduled to occur on Thursday, January 14, 2010; provided that, Seller reserves the right to cancel or reschedule the Public Sale, and all other rights, set forth in the Public Sale Notice and any bid procedures circulated by Seller. If Buyer is the successful bidder at the Public Sale, as determined by Seller, Seller shall provide Buyer with a Bill of Sale and "Transfer Statement" pursuant to Section 9-619 of the UCC with respect to the Acquired Assets in the forms attached hereto as Exhibit A (the "**Bill of Sale**") and Exhibit B (the "**Transfer Statement**"; and together with the Bill of Sale, the "**Related Agreements**"), respectively. Additionally, if Buyer is the successful bidder at the Public Sale and acquires any computer servers or computer records at Closing, Buyer shall enter an access agreement with Company in the form attached hereto as Exhibit C (the "**Access Agreement**"). At Buyer's request, Seller shall provide Buyer with a certified copy (at Buyer's sole cost) of the transcript of the sale proceedings.

4.2 Subject to the satisfaction of the conditions set forth in Section 5 hereof, the Transaction shall close (the "**Closing**") within 24 hours after the Public Sale or other date acceptable to Seller (the "**Closing Date**"), which will take place at the offices of Vedder Price P.C., 222 North LaSalle Street, Suite 2600, Chicago, Illinois.

5. **Further Conditions to Closing.** The Closing of the Transaction is subject to the satisfaction of the following conditions:

5.1 the (i) the Public Sale shall have occurred and (ii) Buyer shall be the successful bidder at the Public Sale, as determined by Seller;

5.2 Seller shall have received the Purchase Price in the manner provided herein by the Deadline and this Agreement, duly executed by Buyer;

5.3 Buyer shall have received this Agreement, the Bill of Sale and the Transfer Statement, each duly executed by Seller; and

5.4 Buyer shall have executed and delivered to Company the Access Agreement.

6. **Confidentiality.** Buyer acknowledges and agrees that information and material obtained by Buyer pursuant to the terms hereof, and otherwise in connection with its investigation of the Acquired Assets and Company will be subject to the terms of the Confidentiality Agreement between Lender and Buyer. The obligations of Buyer set forth in this Section 6 shall be binding and shall survive the expiration or termination of this Agreement and the Closing.

7. **Expenses.** Each of Seller and Buyer shall be responsible for the payment of its own expenses and professional fees incurred in connection with the negotiation of this Agreement and the Related Agreements and consummation of the Transaction.

8. **Location of the Acquired Assets and use of Premises.** To the best of Seller's knowledge, the Acquired Assets are located, and shall be located at the Closing, at 5625 West 115th Street, Alsip, Illinois 60803-5138 (the "**Premises**"); provided, however, that Buyer acknowledges, and Seller makes no representations as to, Buyer's sole obligation to arrange with Company and/or the landlord of the Premises for the removal of the Acquired Assets or otherwise obtain permission from the Company and/or landlord for the continued occupation of the Premises.

9. **Name of Company.** Company agrees that within one (1) business day after the Closing, the Company shall change its name to another name that is substantially different than its current name, and execute all consents or waivers necessary to allow Buyer to change its name to "AtHome America, Inc." or any similar name. Seller shall have no obligation under this Section 9.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, except to the extent that the UCC provides for the application of the law of a different state. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

11. **CHOICE OF FORUM.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS LOCATED IN CHICAGO; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PROPERTY MAY BE BROUGHT, AT SELLER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE

SUCH PROPERTY MAY BE FOUND. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS LOCATED IN CHICAGO FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE.

12. **JURY TRAIL WAIVER.** EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY RELATED AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

13. **Binding Agreement.** This Agreement, when duly executed by the parties, shall be binding on the parties, their successors, heirs and assigns, but no party may assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

14. **Titles and Headings.** Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, all references to recitals, Sections, Exhibits and Schedules are to recitals, sections, subsections, exhibits and schedules of this Agreement. The words "hereto", "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section, paragraph or other portion hereof.

15. **Entire Agreement.** This Agreement (including the Exhibits and Schedules hereto) and the Related Agreements supersede any other agreements, whether written or oral, that may have been made or entered into by any party or any of their respective affiliates (or by any director, officer or representative thereof) relating to the matters contemplated hereby or thereby. This Agreement (together with the Exhibits and Schedules hereto) and the Related Agreements constitute the entire agreement by and among the parties hereto relating to the matters contemplated hereby or thereby and there are no agreements or commitments by or among such parties or their affiliates except as expressly set forth herein or therein.

16. **Amendments.** No modification, amendment, supplement or waiver of any of the provisions of this Agreement shall be effective unless in writing and executed by both parties.

17. **Rights of the Parties.** Nothing expressed or implied in this Agreement or the Related Agreements is intended or will be construed to confer upon or give any person or entity other than the parties hereto and their respective affiliates any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby or by the Related Agreements.

18. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Each of the parties agrees that a signature transmitted to the other parties or their respective counsel by facsimile transmission shall be as effective to bind the party

whose signature was transmitted as a duly executed and delivered original. Each party further agrees to promptly deliver its original signature pages to this Agreement to counsel for the other parties promptly following execution, but any failure to do so shall not affect the binding effect of such signature.

19. **Notices.** Any notice required or permitted to be given under this Agreement shall be sent by United States mail, telegraph, telex, fax or nationally established overnight courier service, and shall be deemed received: (i) when received by the addressee if sent via the United States mail, postage prepaid, (ii) when delivered to the appropriate office or machine operator for transmission, charges prepaid, if sent by telegraph or telex (answerback confirmed in the case of telexes), (iii) when receipt thereof by the addressee is confirmed by telephone if sent by fax, and, (iv) one business day after delivery to an overnight courier service, if sent by such service, in each case addressed to the relevant party at the address set forth for such party on the signature pages hereof or at such other address as may be designated by such party in a notice sent in accordance with the terms of this Agreement to the other parties.

[Signatures on following page.]

(Signature Page to Letter Agreement)

If the above accurately sets forth your understanding of our mutual promises, please so indicate by signing a copy of this Agreement in the space provided below.

Very truly yours,

AH ACQUISITION CO.

By: 

Name: Becky A. Wright

Title: President

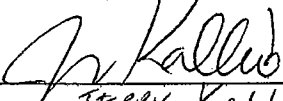
Notice Address:

7630 West McIntosh Drive
Orland Park, IL 60462
Attention: Becky Wright
Phone: (708) 977-0927
diditwright37@gmail.com

(Signature Page to Letter Agreement)

Agreed:

MB FINANCIAL BANK, N.A., in its
capacity as a secured creditor

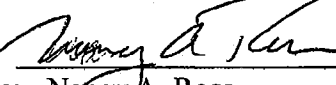
By: 
Name: JERRY KALLIO
Title: FIRST VICE PRESIDENT

Notice Address:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, Illinois 60018
Attention: Mark J. Kosminskas, Esq.
Phone: (847) 653-2332
E-Mail: mkosminskas@mbfinancial.com

Agreed as to Paragraph 9:

ATHOME AMERICA, INC.

By: 
Name: Nancy A. Ross
Title: Chief Restructuring Officer

Notice Address:

High Ridge Partners
140 S. Dearborn, Ste 420
Chicago, Illinois 60603
Attention: Nancy A. Ross
Phone: (312) 456-5636
E-mail: nross@high-ridge.com

Schedule 1.1

Part A (Acquired Assets)

All right, title, and interest in the Company's assets to the extent such assets are subject to the Seller's security interests (except for Excluded Assets), including without limitation, the following (except for Excluded Assets):

1. all of the Company's accounts other than amounts receivable under credit card processing agreements and credit card receipts;
2. all of the Company's inventory;
3. all of the Company's general intangibles (including, without limitation, payment intangibles, software (including, without limitation, computer programs and all supporting information relating to such programs whether developed by the Company or some other party), intellectual property, copyrights, know-how, patents, trademarks, trade names, trade styles, service marks, logos, trade secrets, domain names, customer lists, contractor and employee lists, franchises, goodwill, tax refund claims and all other contract rights and proceeds of contractual distribution rights and the sale thereof and choses in action);
4. all of the Company's equipment and machinery (including, without limitation, processing and packaging machinery and material handling equipment), motor vehicles of any nature and description, furniture, fixtures, all assets which are classified by the Company as fixed assets or which should be classified as fixed assets in accordance with GAAP, and all other tangible personal property used primarily in the operation of the Company's business;
5. all computer and other data processing hardware, all software programs, whether owned, licensed or leased, and all documentation for such hardware and software other than standard software packages;
6. all of the Company's rights under any agreement with or license to any customer;
7. goods (including, without limitation, goods held by the Company for sale or lease or furnished by the Company under any contracts of service, or held by the Company as raw materials, work in progress or material used or consumed in a business);
8. any warranties of third parties relating to any Acquired Assets; and
9. all of the Company's books and records (other than minute books, organizational documents, stock registers), however produced, reproduced or recorded, including, but not limited to, books and records stored or maintained on any type of computer and/or data processing system or equipment (including but not limited to all related discs, tapes, printouts and media).

Buyer reserves the right to allocate its Purchase Price among certain "lots" of assets being sold at the time of the Public Sale.

Part B (other Excluded Assets) -- NONE

CHICAGO/#2024995.2

TRADEMARK
REEL: 004159 FRAME: 0942

Mark	Serial/Registration Number
AT HOME AMERICA and design	76373736
AT HOME AMERICA	2660556
AT HOME AMERICA and design	78095526
AT HOME WITH BECKY AND LISA	3038135
HOMECOMING	78247690
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