TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SIGNMENT
;

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luna IP, LLC		101/31/2012	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	21st Century Flooring, LLC	
Street Address:	333 Northwest Ave.	
City:	Northlake	
State/Country:	ILLINOIS	
Postal Code:	60164	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	3301575	LUNA	
Registration Number: 3301576		202-LUNA	
Registration Number:	3311520	LUNA FLOORING GALLERY	
Registration Number:	3311521	SUREQUOTE	
Registration Number:	3809252	877-241-LUNA	
Registration Number:	3394190		
Registration Number:	3390977	LUNA	

CORRESPONDENCE DATA

Fax Number: (214)756-8113 Phone: 214-740-8633

Email: sritchie@lockelord.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Mark Backofen % Locke Lord Address Line 1: 2200 Ross Ave., Ste. 2200

TRADEMARK REEL: 004708 FRAME: 0938 3301575

ICH \$190,00

900213637

Address Line 4: Dallas, TEXAS 75201			
ATTORNEY DOCKET NUMBER:	052924700005		
NAME OF SUBMITTER:	Mark R. Backofen		
Signature:	/Mark R. Backofen/		
Date:	02/01/2012		
Total Attachments: 6 source=Trademark Assignment_Fully Executed#page1.tif source=Trademark Assignment_Fully Executed#page2.tif source=Trademark Assignment_Fully Executed#page3.tif source=Trademark Assignment_Fully Executed#page4.tif source=Trademark Assignment_Fully Executed#page5.tif source=Trademark Assignment_Fully Executed#page6.tif			

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is effective as of the 31st day of January, 2012, by Luna IP, LLC, Luna Boston, LLC and Luna Financial Services, LLC, each an Illinois corporation, (collectively, the "<u>Assignor</u>"), to 21st Century Flooring, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on <u>Schedule A</u> attached hereto, along with the goodwill associated therewith (collectively, the "<u>Trademarks</u>")

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of January 31, 2012 (the "<u>Agreement</u>"), pursuant to which Assignor is obligated to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor grants, sells, assigns, transfers and conveys unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
- 2. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any reasonable actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives, all without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon reasonable request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
- 3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois (without regard to its choice of law principles).
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

DAL:0529247/00005:2074827v3

ASSIGNOR:

LUNA IP, LLC,
an Illinois limited liability company

By: State of Lundon ()

COUNTY OF LOOK)

On this 3 day of Thurway , 2012, before me personally appeared State Dezard, having the title (Co of Luna IP, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

My Commission Expires:

OFFICIAL SEAL GLEN M. FILLIPP

IN WITNESS WHEREOF, Assignor and Assignce have executed this Assignment as follows,

effective as of the date first above written.

Notary Public - State of Illinois My Commission Expires Nov 15, 2012

[Signature page to Trademark Assignment]

LUNA BOSTON, LLC, an Illinois limited liability company
Name: STEND SECHA
Title: (60
•
STATE OF IL YNO ()
COUNTY OF COOK)

Notary Public

My Commission Expires:

OFFICIAL SEAL
GLEN M. FILLIPP
Notary Public - State of Illinois
My Commission Expires Nov 15, 2012

[Signature page to Trademark Assignment]

LUNA FINANCIAL SERVICES, LLC, an Illinois limited liability company	
By: Shaper Clare () 07.609	
Name: Stare DOZAM Title: CEO	
STATE OF ILLIAO(S)	
COUNTY OF COOK)	
), \$1	r.a

On this 31 day of JANUALY, 2012, before me personally appeared STEVE DE 2MA, having the title of Luna Financial Services, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his or her own free act and deed and for the purpose therein set forth.

Notary Public

My Commission Expires:

OFFICIAL SEAL
GLEN M. FILLIPP
Notary Public - State of Illinois
My Commission Expires Nov 15, 2012

[Signature page to Trademark Assignment]

ASSIGNEE:
21ST CENTURY FLOORING, LLC, a Delaware limited liability company
Ву: / Ж/ 12
Name: STEVE SILVERS Title: MANA BER
STATE OF JUNOIS) DEANA HILL
COUNTY OF COOK) DEANA HILL OFFICIAL MY COMMISSION EXPIRES MARCH 23, 2015
On this day of JANUARY, 2012, before me personally appeared STEVERS having the title MANAGE of 21st Century Flooring, LLC, known by me to be the person of the above name who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his content of the purpose therein set forth.
1()
My Commission Expires: 3 23 15

[Signature page to Trademark Assignment]

SCHEDULE A

$\underline{Trademarks}$

Jurisdiction	<u>Trademark</u>	App. No./	App. Date/	Classes
		Reg. No.	Reg. Date	
U.S.	LUNA	77-110586	02/19/2007	35, 37
		3,301,575	10/02/2007	
U.S.	202-LUNA	77-110615	02/19/2007	35, 37
		3,301,576	10/02/2007	
U.S.	LUNA FLOORING	77-110594	02/19/2007	35,37
	GALLERY	3,311,520	10/16/2007	
U.S.	SUREQUOTE	77-110625	02/19/2007	35,37
		3,311,521	10/16/2007	
U.S.	877-241-LUNA	77-732736	05/08/2009	35, 37
		3,809,252	06/29/2010	
U.S.	SOUND MARK – THE	77-110646	02/19/2007	35, 37
	MARK CONSISTS OF A	3,394,190	03/11/2008	
	VOICE SINGING			
	"SEVEN, SEVEN			
	THREE, TWO OH TWO			
	LUNA"			
U.S.	LUNA & DESIGN:	77-110589	02/19/2007	35, 37
		3,390,977	03/04/2008	
	l/(lun/a			
New Hampshire,	LUNA HOME	N/A	N/A	N/A
Massachusetts,	(unregistered)			
Rhode Island				
and Illinois				
Maine	LUNA HOME, LLC	N/A	N/A	N/A
	(unregistered)			

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RECORDED: 02/01/2012