

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pride Family Brands, Inc.		05/15/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Castelle Furniture Co., Inc.		
<b>Street Address:</b>	475 West Town Place, Suite 200		
<b>City:</b>	St. Augustine		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32092		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2915852	COCO ISLE	
<b>Registration Number:</b>	4048155	CASTELLE	
<b>Registration Number:</b>	4725961	PRIDE FAMILY BRANDS	
<b>Registration Number:</b>	4571171	THE FINEST CASUAL FURNITURE IN THE WORLD	
<b>Registration Number:</b>	4858241	PRIDE	
<b>Registration Number:</b>	4858242	PRIDE FAMILY BRANDS	
<b>Registration Number:</b>	5229280	SUMMERWINDS	
<b>Registration Number:</b>	5236681		
<b>Registration Number:</b>	5576848	ELEMENTS BY CASTELLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>			
<b>Phone:</b>	312.368.4000		
<b>Email:</b>	elizabeth.nolan@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	PO Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	422120-3		

CH \$240.00 2915852

<b>NAME OF SUBMITTER:</b>	Nicole Chaudhari
<b>SIGNATURE:</b>	/Nicole Chaudhari/
<b>DATE SIGNED:</b>	07/09/2019
<b>Total Attachments: 23</b> source=Pride Family Brands Assignment#page1.tif source=Pride Family Brands Assignment#page2.tif source=Pride Family Brands Assignment#page3.tif source=Pride Family Brands Assignment#page4.tif source=Pride Family Brands Assignment#page5.tif source=Pride Family Brands Assignment#page6.tif source=Pride Family Brands Assignment#page7.tif source=Pride Family Brands Assignment#page8.tif source=Pride Family Brands Assignment#page9.tif source=Pride Family Brands Assignment#page10.tif source=Pride Family Brands Assignment#page11.tif source=Pride Family Brands Assignment#page12.tif source=Pride Family Brands Assignment#page13.tif source=Pride Family Brands Assignment#page14.tif source=Pride Family Brands Assignment#page15.tif source=Pride Family Brands Assignment#page16.tif source=Pride Family Brands Assignment#page17.tif source=Pride Family Brands Assignment#page18.tif source=Pride Family Brands Assignment#page19.tif source=Pride Family Brands Assignment#page20.tif source=Pride Family Brands Assignment#page21.tif source=Pride Family Brands Assignment#page22.tif source=Pride Family Brands Assignment#page23.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is entered into and made effective as of May 15, 2019, by and between Pride Family Brands, Inc., a corporation organized under the laws of Florida (“Assignor”), and Castelle Furniture Co., Inc., a corporation organized under the laws of Delaware (“Assignee”).

**WHEREAS**, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 15, 2019 (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignor and the other parties signatory thereto, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Intellectual Property Rights (as defined in the Purchase Agreement) owned by the Assignor or used or held for use in or relating to the operation of the Business, including, without limitation, all rights to the trademarks, copyrights, patents and domain names set forth on Schedule A hereto (the “Properties”);

**WHEREAS**, the Assignee and the Assignor are hereby effecting such sale, assignment, transfer, conveyance and delivery of all right, title and interest of the Assignor throughout the world in and to the Properties and the other Intellectual Property Rights;

**WHEREAS**, capitalized terms used and 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 undersigned 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 parties hereto agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, grants and delivers to Assignee, for and throughout the world, all of Assignor’s right, title and interest in, to and under the Intellectual Property Rights including, without limitation, the Properties, together with (i) the entire business of the Assignor to which the Intellectual Property Rights pertain and the goodwill of the business symbolized by the Intellectual Property Rights; and (ii) the right to sue for, collect and retain damages for any past infringement, if any, in connection with any of the foregoing. The Assignee is to hold all right, title and interest in and to the Properties and the other Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor agrees to execute such written instruments, extend such other cooperation and perform such other acts as many be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Properties and the other Intellectual Property Rights; and Assignor hereby irrevocably appoints

Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that such Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Properties and other Intellectual Property Rights.

4. Acceptance. Assignee accepts this Assignment.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with the law of the State of Delaware, 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 Delaware

6. 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.

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

8. 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.

9. 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.

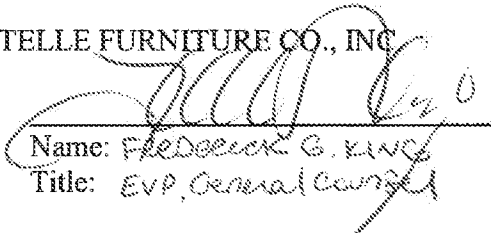
[Signature Page Follows]

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:

CASTELLE FURNITURE CO., INC

By:

  
Name: Frederick G. King  
Title: EVP, General Counsel

ASSIGNOR:

PRIDE FAMILY BRANDS, INC.

By:

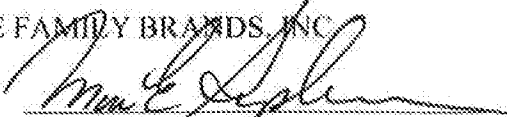
\_\_\_\_\_  
Name:  
Title:

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: CASTELLE FURNITURE CO., INC.

By: \_\_\_\_\_  
Name:  
Title:

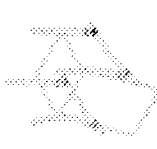

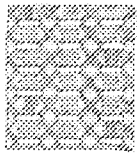
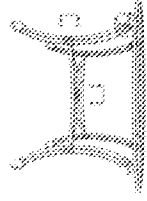

ASSIGNOR: PRIDE FAMILY BRANDS, INC.

By:   
Name: Mark Stephens  
Title: President

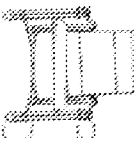
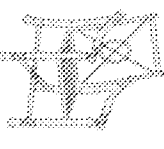
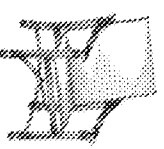
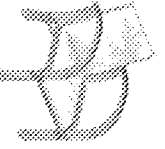
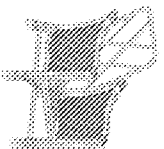
*Signature Page to Assignment of Intellectual Property*

SCHEDULE A

Patents


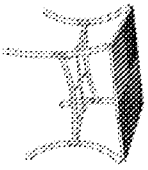

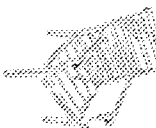

PATENTS (OWNED)								
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Furniture Leg Ornamentation		29/239939	10/6/2005	D522778	6/13/2006	Patented	6/13/2020	
Furniture Leg Ornamentation		29/239035	9/23/2005	D519762 S	5/2/2006	Patented	5/2/2020	
Table Top		29/205125	5/10/2004	D510221 S	10/4/2005	Patented	10/4/2019	
Table		29/211583	8/18/2004	D521278	5/23/2006	Patented	5/23/2020	Coco Isle
Chair		29/239034	9/23/2005	D521263	5/23/2006	Patented	5/23/2020	Coco Isle

**PATENTS (OWNED)**

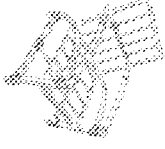
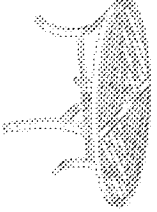
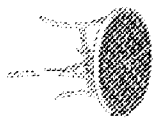
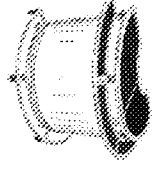
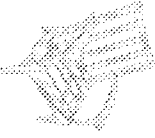
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Chair		29/231022	5/31/2005	D519293	4/25/2006	Patented	4/25/2020	Cabana Bay
Chair		29/230995	5/31/2005	D525444	7/25/2006	Patented	7/25/2020	Sugar Reef
Chair		29/231003	5/31/2005	D521758	5/30/2006	Patented	5/30/2020	Savannah
Chair		29/231014	5/31/2005	D520766	5/16/2006	Patented	5/16/2020	Tahitian



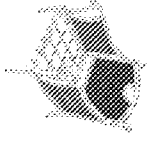
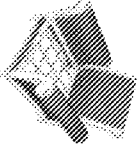
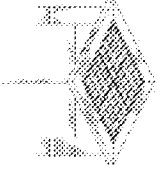
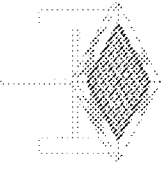
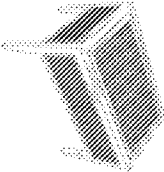
**PATENTS (OWNED)**

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Table		29/231002	5/31/2005	D535837	1/30/2007	Patented	1/30/2021	Cabana Bay
Chair		29/240263	10/11/2005	D525798	8/1/2006	Patented	8/1/2020	Fusion
Chair		29/240264	10/11/2005	D525799	8/1/2006	Patented	8/1/2020	Regent
Chair		29/242809	11/15/2005	D525800	8/1/2006	Patented	8/1/2020	Lenox


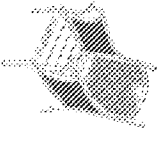

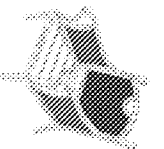
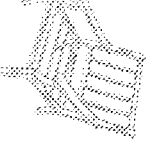
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Cast Top		29/254262	2/21/2006	D545594	7/3/2007	Patented	7/3/2021	Transitions
Bar		29/242810	11/15/2005	D552380	10/9/2007	Patented	10/9/2021	Coca Isle
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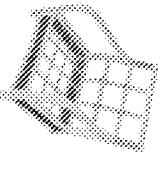
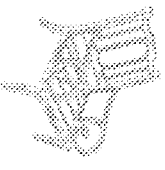


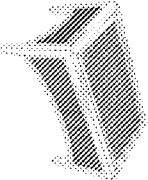
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Title	Image	Serial No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date	Product ID
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Chair		29/247532	6/24/2006	D545077	6/26/2007	Patented	6/26/2021	Four Seasons
Table		29/250777	11/30/2006	D565328	4/1/2008	Patented	4/1/2022	
Table		29/303458	2/8/2008	D577526	9/30/2008	Patented	9/30/2022	
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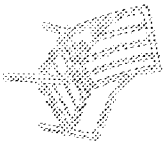

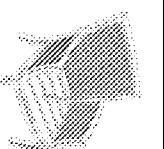
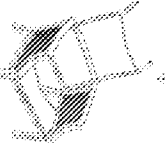
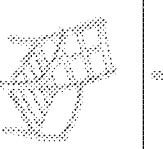
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Chair		29/250780	11/30/2006	D548470	8/14/2007	Patented	8/14/2021	Sierra
Chair		29/249322	9/30/2006	D581687	12/2/2008	Patented	8/14/2021	Princessa
Chair		29/279118	4/19/2007	D572494	7/8/2008	Patented	7/8/2022	Summit

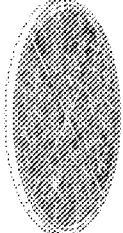




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Chair		29/279120	4/19/2007	D572495	7/8/2008	Patented	7/8/2022	Rovello
Couch Set		29/281954	7/6/2007	D562583	2/26/2008	Patented	2/26/2022	Domani
Table Top		29/282054	7/10/2007	D571587	6/24/2008	Patented	6/24/2022	
Table		29/279121	4/19/2007	D589282	3/31/2009	Patented	3/31/2023	H Series

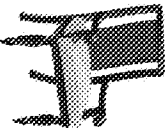
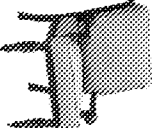
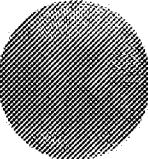
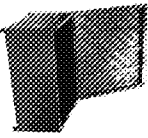

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Chair		29/284520	9/10/2007	D571116	6/17/2008	Patented	6/17/2022	Casablanca
Chair		29/327726	11/12/2008	D589711	4/7/2009	Patented	4/7/2023	Casablanca
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**PATENTS (OWNED)**

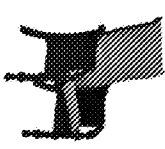

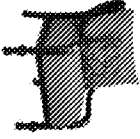
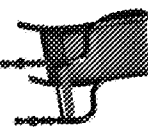
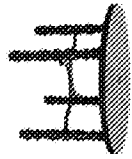
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Cast Table Top		29/284682	9/13/2007	D575971	9/2/2008	Patented	9/2/2022	F Series
Chair		29/284683	9/13/2007	D574621	9/13/2007	Patented	8/12/2022	Murano
Chair		29/284817	9/17/2007	D572031	7/1/2008	Patented	7/1/2022	Heritage
Chair		29/329176	12/10/2008	D590615	4/21/2009	Patented	4/21/2023	Jakarta
Chair		29/329183	12/10/2008	D589712	4/7/2009	Patented	4/7/2023	Jakarta

**PATENTS (OWNED)**

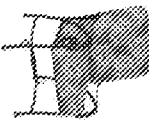
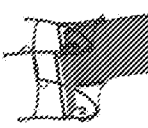
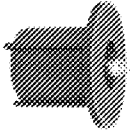

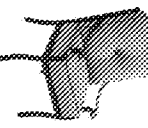
Title	Image	Serial No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date	Product ID
Chair		29/329198	12/10/2008	D589713	4/7/2009	Patented	4/7/2023	Excelsior
Chair		29/329401	12/15/2008	D601363	10/6/2009	Patented	10/6/2023	Excelsior
Table Top		29/336453	5/4/2009	D609512	2/9/2010	Patented	2/9/2024	Sunburst
Storage Chest		29/329151	12/10/2008	D600474	9/22/2009	Patented	9/22/2023	Jakarta
Storage Chest		29/329149	12/10/2008	D600473	9/22/2009	Patented	9/22/2023	Amour



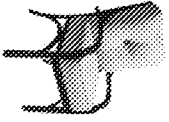

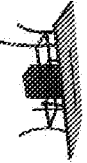


**PATENTS (OWNED)**

Title	Image	Serial No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date	Product ID
Chair		29/343814	9/18/2009	D609485	2/9/2010	Patented	2/9/2024	Sophia
Chair		29/343819	9/18/2009	D610364	2/23/2010	Patented	2/23/2024	Sophia
Chair		29/343821	9/18/2009	D609486	2/9/2010	Patented	2/9/2024	Vienna
Chair		29/343824	9/18/2009	D609490	2/9/2010	Patented	2/9/2024	Vienna
Table		29/343816	9/18/2009	D616675	6/1/2010	Patented	6/1/2024	Lucerne


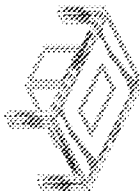



**PATENTS (OWNED)**

Title	Image	Serial No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date	Product ID
Chair		29/400473	8/29/2011	D666019	8/28/2012	Patented	8/28/2026	Lucerne
Chair		29/400476	8/29/2011	D666018	8/28/2012	Patented	8/28/2026	Lucerne
Fire Pit		29/426561	7/6/2012	D679791	4/9/2013	Patented	4/9/2027	Castelle
Fire Pit		29/451858	4/9/2013	D690405	9/24/2013	Patented	9/24/2027	Castelle
Chair		29/431938	9/12/2012	D689711	9/17/2013	Patented	9/17/2027	Monterrey

**PATENTS (OWNED)**

Title	Image	Serial No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date	Product ID
Chair		29/431939	9/12/2012	D689712	9/17/2013	Patented	9/17/2027	Sundance
Chair		29/431940	9/12/2012	D689708	9/17/2013	Patented	9/17/2027	French Quarter
Fire Pit		29/433235	9/27/2012	D694395	11/26/2013	Patented	11/26/2027	Castelle
Chair		29/483624	2/28/2014	D716575	11/4/2014	Patented	11/4/2028	English Garden
Table		29/563661	5/6/2016	D802972	11/21/2017	Patented	11/21/2032	

**PATENTS (OWNED)**


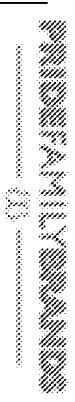
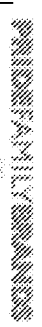
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Chair		29/563674	5/6/2016	D805316	12/19/2017	Patented	12/19/2032	
Table		29/563693	5/6/2016	D827346	9/4/2018	Patented	9/4/2033	Icon
Chair		29/576499	9/2/2016	D805317	12/19/2017	Patented	12/19/2032	Solaris
Chair		29/576497	9/2/2016	D802958	11/21/2017	Patented	11/21/2032	Vertice
Chair		29/576493	9/2/2016	D811106	2/27/2018	Patented	2/27/2033	Roma

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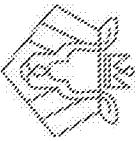
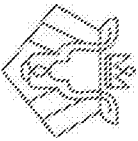
substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

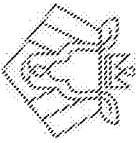
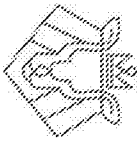
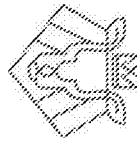
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**Trademarks**

TRADEMARK (OWNED)							
MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT DEADLINE
COCO ISLE	US	76564541	12/10/2003	2915852	1/4/2005	Registered	Declaration of use & renewal application due between 01/04/2024 & 01/04/2025
CASTELLE	US	85212213	1/6/2011	4048155	11/1/2011	Registered	Declaration of use & renewal application due between 11/1/2020 & 11/1/2021
	CN	9667141	7/1/2011	9667141	7/28/2013	Registered	Renewal due 7/27/2023
CASTELLE	CN	9667140	7/1/2011	9667140	6/7/2014	Registered	Renewal due 6/6/2024
	CR	20157066	7/24/2015	249099	1/8/2016	Registered	Renewal due 1/8/2026
	US	85286653	4/5/2011	4725961	4/28/2015	Registered	Declaration of use & incontestability due between 4/28/2020 & 4/28/2021
THE FINEST CASUAL FURNITURE IN THE WORLD	US	86075292	9/26/2013	4571171	7/22/2014	Registered	Declaration of use & incontestability due

**TRADEMARK (OWNED)**

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT DEADLINE
							between 7/22/2019 & 7/22/2020
PRIDE	CR	20159023	9/17/2015	250855	3/10/2016	Registered	Renewal due 3/10/2026
PRIDE	US	86569977	3/19/2015	4858241	11/24/2015	Registered	Declaration of use & incontestability due between 11/24/2020 & 11/24/2021
PRIDE FAMILY BRANDS	CA	1738418	7/22/2015	TMA1001201	7/20/2018	Registered	Renewal due 7/20/2033
PRIDE FAMILY BRANDS	CR	20159022	9/17/2015	250854	3/10/2016	Registered	Renewal due 3/10/2026
PRIDE FAMILY BRANDS	US	86569997	3/19/2015	4858242	11/24/2015	Registered	Declaration of use & incontestability due between 11/24/2020 & 11/24/2021
SUMMERWINDS	US	87001174	4/14/2016	5229280	6/20/2017	Registered	Declaration of use & incontestability due between 6/20/2022 & 6/20/2023
CASTELLE	USFL	T16000000601	6/27/2016	T16000000601	6/27/2016	Registered	Renewal due 6/27/2021
	CA	1840065	5/31/2017			Pending	Pending: Awaiting further action
	CN	24457731	6/2/2017	24457731	6/7/2018	Registered	Renewal due 6/6/2028

TRADEMARK (OWNED)							
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	CR	2017-5160	6/1/2017	266708	11/3/2017	Registered	Renewal due 11/3/2027
	EM	016787152	5/31/2017	016787152	9/25/2017	Registered	Renewal due 5/31/2027
	US	87255003	12/2/2016	5236681	7/4/2017	Registered	Declaration of use & incontestability due between 7/4/2022 & 7/4/2023
ELEMENTS BY CASTELLE	US	87512478	6/30/2017	5576848	10/2/2018	Registered	Declaration of use & incontestability due between 10/2/2023 & 10/2/2024

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Title	Registration No.	Registration Date	Current Owner of Record
Castelle finely crafted aluminum furniture 2005.	TX0006099760	12/28/2004	PRIDE FAMILY BRANDS, INC.
Prestige finely crafted aluminum furniture 2005.	TX0006101510	12/15/2004	PRIDE FAMILY BRANDS, INC.

**Domain Names**

<b>Domain Name/URL</b>	<b>DOMAIN NAMES (OWNED)</b>	<b>Registered To:</b>
castelledeign.com	Pride Family Brands, Inc.	
castellefurniture.biz	Pride Family Brands, Inc.	
castellefurniture.cc	Pride Family Brands, Inc.	
castellefurniture.co	Pride Family Brands, Inc.	
castellefurniture.info	Pride Family Brands, Inc.	
castellefurniture.net	Pride Family Brands, Inc.	
castellefurniture.org	Pride Family Brands, Inc.	
castellefurniture.us	Pride Family Brands, Inc.	
castelleluxury.com	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)	
castelleoutdoor.com	Pride Family Brands, Inc.	
castellepatiofurniture.biz	Pride Family Brands, Inc.	
castellepatiofurniture.cc	Pride Family Brands, Inc.	
castellepatiofurniture.co	Pride Family Brands, Inc.	
castellepatiofurniture.info	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)	
castellepatiofurniture.org	Pride Family Brands, Inc.	
castellepatiofurniture.us	Pride Family Brands, Inc.	
castellepatiofurniture.us.com	Pride Family Brands, Inc.	
cpatio.com	Servicios Generales del Oeste, S.A.	
expressionsfurniture.co	Pride Family Brands, Inc.	
expressionsfurniture.info	Pride Family Brands, Inc.	
expressionsfurniture.us	Pride Family Brands, Inc.	
prestige patiofurniture.biz	Pride Family Brands, Inc.	
prestige patiofurniture.bz	Pride Family Brands, Inc.	
prestige patiofurniture.cc	Pride Family Brands, Inc.	
prestige patiofurniture.co	Pride Family Brands, Inc.	
prestige patiofurniture.info	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)	
prestige patiofurniture.net	Pride Family Brands, Inc.	



DOMAIN NAMES (OWNED)	
Domain Name/URL	Registered To:
prestige patio furniture.org	Pride Family Brands, Inc.
prestige patio furniture.us	Pride Family Brands, Inc.
prestige patio furniture.us.com	Pride Family Brands, Inc.
pridefamilybrands.biz	Pride Family Brands, Inc.
pridefamilybrands.bz	Pride Family Brands, Inc.
pridefamilybrands.co	Pride Family Brands, Inc.
pridefamilybrands.com	Pride Family Brands, Inc.
pridefamilybrands.info	Pride Family Brands, Inc.
pridefamilybrands.net	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)
pridefamilybrands.org	Pride Family Brands, Inc.
pridefamilybrands.us	Pride Family Brands, Inc.
pridefamilybrands.us.com	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)
summerwinds.furniture	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)
summerwindsfurniture.com	Pride Outdoor Products (n/k/a Pride Family Brands, Inc.)
summerwindsoutdoor.com	Pride Family Brands, Inc.
summerwindspatio.com	Pride Family Brands, Inc.

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