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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
 J. H. Thorp & Co. Inc.
 245 Newtown Road
 Plainview, New York 11803

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State NY
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: DW Acquisition Corporation
 Internal Address: _____
 Street Address: 245 Newtown Road
 City: Plainview, State: NY ZIP: 11803

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from Assignment)
 Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 30, 2000

4. Application Number(s) or registration number(s):
 A. Trademark Application(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101

 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephanie Sciara Glaser Stephanie Sciara Glaser 4/4/2000
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 7

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

Additional Names and Addresses of Conveying Parties

Peter Schneider's Sons & Co. Inc.
245 Newtown Road
Plainview, NY 11803

Lee Behrens Silks, Ltd.
245 Newtown Road
Plainview, NY 11803

Decorator's Walk, Inc.
245 Newtown Road
Plainview, NY 11803

TRADEMARK ASSIGNMENT

WHEREAS, J.H. THORP & CO. INC., PETER SCHNEIDER'S SONS & CO. INC., LEE BEHRENS SILKS, LTD., and DECORATORS WALK, INC., each a New York corporation with an address at 245 Newtown Road, Plainview, New York 11803 (collectively the "Assignors"), have adopted and used, and are using in the United States, and own all right, title and interest in and to, certain trademarks, service marks, designs and logos used by, or in connection with Sellers' business, including without limitation those trademarks, trademark registrations and applications for trademark registration identified in Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith.

WHEREAS, DW ACQUISITION CORPORATION, a Delaware corporation with an address at 245 Newtown Road, Plainview, New York 11803 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks.

WHEREAS, Assignors have agreed, pursuant to the terms set forth in that certain Asset Purchase Agreement dated as of February 2, 2000 (as amended, the "Purchase Agreement"), to sell and assign their interests in the Marks to Assignee, free and clear of any and all Liens (as that term is defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all Liens other than the Permitted Liens as set forth on Schedule 2.5(i) to the Purchase Agreement. Assignors' entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Marks. Except as set forth in the Purchase Agreement, Assignors hereby represent and warrant that each has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Marks and that each has full power and authority to enter into and perform this Assignment.

Assignors hereby authorize Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks and to secure in its own name the registrations granted thereon. Assignors, at any time at or after the date of this Assignment, shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents, and instruments of transfer reasonably requested by Assignee and shall take any other action consistent with the terms of this Assignment that may

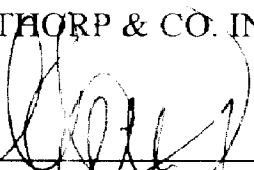
reasonably be requested by Assignee for the purpose of granting and transferring to Assignee, or reducing to Assignee's possession, any or all of the Marks. Assignors also hereby appoint Assignee as their agent to act in Assignors' name and on Assignors' behalf to take any action necessary to effect the transfer of any of the Marks to Assignee, or prosecute or otherwise enforce any claims, rights or benefits relating to the Marks in Assignors' name, including bringing suit in Assignors' name.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

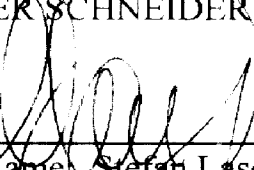
IN WITNESS WHEREOF, Assignors have duly executed this Assignment
on this 30 day of March, 2000.

ASSIGNORS:

J.H. THORP & CO. INC.

By: 
Name: Stefan Lasek
Title: President

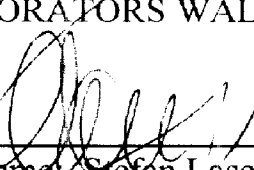
PETER SCHNEIDER'S SONS & CO. INC.

By: 
Name: Stefan Lasek
Title: President

LEE BEHRENS SILKS LTD.

By: 
Name: Stefan Lasek
Title: President

DECORATORS WALK, INC.

By: 
Name: Stefan Lasek
Title: President

[Trademark Assignment signature page.]

EXHIBIT A

Tradename/Trademark

Registration #/Serial # (where appropriate)

“J.H. Thorp & Company”

“Decorators Walk”

“DW”

#872,754

#2,328,605

#75/591,913

“The Henrose Co.”

“Lee Behrens Silk, Ltd.”

“Peter Schneider’s Sons & Co., Inc.”

“Patterson-Piazza”

“34-07 10th Street”

“Connaissance”

“Franciscan Fabrics”

“Hannet-Morrow”

“H.B. Lehman – Connor”

“W.B. Quaintance & Co.”

“Isabel Scott Fabrics”

“House of Verde”

“Authentic Reproductions”

“Oken Fabrics”

“Henry Cassen”

“Gene McDonald”

“Robert F. Lehr”

“21st Street and 46th Ave. L.L.C. Corp.”

“Collection O”

“DW Decorators Walk & Design”

#2,328,606

#75/591,914

“Patterson-Piazza D/B/A Connaissance”

“Museum Classics”

#1,420,087



#835,644

STATE OF New York)

)SS

COUNTY OF New York)

On this 28th day of March, 2000, Stefan Lasek, the undersigned officer, personally appeared before me Richard Poel, known personally to me to be the President of the above-named corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Richard Poel
Notary Public
My Commission expires: _____

RICHARD POEL
NOTARY PUBLIC, State of New York
No. 01R05036200
Qualified in Queens County
Commission Expires June 28, 2000

Notarial Seal